AGENDA
ELGIN CITY COUNCIL
VIRTUAL SPECIAL MEETING
TUESDAY, MAY 12, 2020
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
6:00 PM

In accordance with social distancing guidelines, the City Council meeting will not be open to the public. Council Members will attend virtually. The meeting will be streamed live at https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA and there will be an opportunity for the public to submit written comments prior to the meeting on agenda items.

Members of the public wishing to submit their written comments on a listed agenda item must submit their comments by emailing the city secretary at asanchez@ci.elgin.tx.us or by calling 512-229-3222 by 6:00 pm May 11, 2020.

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **INVOCATION**

IV. **PUBLIC HEARING**

1. **Public Hearing On An Ordinance Amending Section 36.12 Acceptance Of Subdivision Infrastructure; Repealing All Other Ordinances And Parts Of Ordinances In Conflict Therewith; And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

   Documents:

   PUBLIC HEARING COUNCIL COVERSHEET.PDF

V. **PUBLIC COMMENT**

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

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

VI. **CITY MANAGERS REPORT**

1. **Update On City Of Elgin Coronavirus (COVID-19) Pandemic Response And/Or Impacts**

   Documents:

   EXSUMMARY - CORONAVIRUS REPORT 3.PDF
   MEM3LEVEL5120.PDF
   LETCOVID5220.PDF

2. **2nd Quarter Investment Report**

   Documents:

   EXEC SUMMARY 2Q INVEST REPORT THRU MARCH 31,2020.PDF
   2ND QUARTER INVESTMENT REPORT MAR 2020.PDF

3. **Departmental Monthly Reports - March**

   Documents:

   01 EXSUM MONTHLY REPORTS BY DEPARTMENT MARCH 2020.PDF
   02 MONTHLY REPORTS MAR DATA.PDF

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

   Documents:

   EXSUMMARY - GENERAL ACTIVITY REPORT.PDF

VII. **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 Virtual Special Meeting Minutes - April 23, 2020**

   Documents:

   EXSUMMARY SHEET MINUTES.PDF
   CITY COUNCIL SPECIAL VIRTUAL MEETING 04-23-2020.PDF

**VIII. NEW BUSINESS**

1. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 18.00 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY TEXAS AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

   Documents:

   COUNCIL COVERSHEET.PDF
   PETITION FOR ANNEXATION - FBC - 4-9-2020.PDF
   WARD MAP.PDF
   ANNEXATION ORDINANCE.PDF

2. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

   Documents:

   COUNCIL COVERSHEET.PDF
   WARD MAP.PDF
   WARD ASSIGNMENT ORDINANCE.PDF

3. **REVIEW, DISCUSSION AND CONSIDERATION OF A COST SHARING AGREEMENT BETWEEN THE CITY OF ELGIN ("CITY") AND RANCH ROAD PEPPERGRAS LLC ("DEVELOPER") REGARDING RELOCATION AND CONSTRUCTION OF A 15" WASTEWATER LINE IN THE PEPPERGRASS SUBDIVISION.**

   Documents:

   01 EX SUMM COST PARTIC AGREEMENT PEPPERGRASS SEWER LINE.PDF
   02 PEPPERGRASS - COST SHARE AGREEMENT - WW.PDF

4. **REVIEW, DISCUSSION AND CONSIDERATION OF A COST SHARING AGREEMENT BETWEEN THE CITY OF ELGIN ("CITY") AND RANCH ROAD PEPPERGRAS LLC ("DEVELOPER") REGARDING CONSTRUCTION OF A 60" STORM DRAINAGE LINE IN The PEPPERGRASS SUBDIVISION**

   Documents:

   EX SUMM COST PARTIC AGREEMENT PEPPERGRASS DRAINAGE.PDF
   PEPPERGRASS COST PARTICIPATION AGREEMENT -SD.PDF

5. **AN ORDINANCE AMENDING SECTION 36.12 ACCEPTANCE OF SUBDIVISION INFRASTRUCTURE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.**

   Documents:

   COUNCIL COVERSHEET.PDF
   SUBDIVISION ORDINANCE CHANGE.PDF

6. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A LEASE PURCHASE AGREEMENT TO FINANCE ACQUISITION OF HARDWARE AND SOFTWARE TO AUTOMATE DOCUMENT IMAGING, DATA HOSTING AND RETRIEVAL SERVICES FOR CITY DOCUMENTS GENERATED BY ALL DEPARTMENTS IN CONDUCTING DAY TO DAY OPERATIONS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT**

   Documents:

   01A EXSUMMARY-AUTHORIZE HPE FINANCING.PDF
   02 RESOLUTION APPROVING LEASE PURCHASE AGREEMENT.PDF

**IX. 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.**

**X. RECONVENE**

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

**XI. ANNOUNCEMENTS**

**XII. 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, May 8, 2020 in accordance with Chapter 551 of the Texas Government Code.

_____
Amelia Sanchez, City Secretary

# Elgin City Council Meeting
# Agenda Item Executive Summary

**ITEM:** Public hearing on an ordinance amending Section 36.12 Acceptance of Subdivision Infrastructure; repealing all other ordinances and parts of ordinances in conflict therewith; and providing a savings clause and repealing conflicting ordinances and resolutions.

**DEPARTMENT:** Development Services

## PROPOSED ACTION:
No Council action proposed or requested at this time; this item is to allow for public comments on the requested ordinance of the City Council of the City of Elgin, Texas, amending Section 36.12 Acceptance of Subdivision Infrastructure; repealing all other ordinances and parts of ordinances in conflict therewith; and providing a savings clause and repealing conflicting ordinances and resolutions.

## BACKGROUND:
This would be the only public hearing for this item.

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

## RECOMMENDATION:
Receive public comments regarding this issue.

## 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:** Update on City of Elgin Coronavirus (COVID-19) Pandemic Response and/or Impacts

**DEPARTMENT:** City Manager

## PROPOSED ACTION:
No Council action proposed, requested, or believed necessary at this time; This item is for a briefing and general discussion with the City Council as to on-going operational response to the COVID-19 coronavirus.

## BACKGROUND:
This item is for an informational report and general discussion of the City's on-going response to the Coronavirus from the

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

## RECOMMENDATION:
Review and discussion of City on-going response to the Coronavirus Pandemic; and direction to staff, if any, regarding same.

## 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.*

# Memorandum

**Date:** May 1, 2020

**To:** Department Heads

**Subject:** Coronavirus (COVID-19) Readiness Plan Update – Modified Level III Status

With the news this week of the Governor's Executive Order GA-18 lessening previous restrictions related to the COVID-19 pandemic, it is appropriate that we begin to implement similar steps as we start down a measured path toward returning city operations to "normal" levels.

As we begin this process, it is important to remember that this new order still includes similar stay home/work home language as previous orders: ". . . to reduce the spread of COVID-19, every person in Texas **shall**, *except where necessary to provide or obtain essential services or reopened services*, minimize social gatherings and minimize in-person contact with people who are not in the same household. . . and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation."

So, as stay home/work home and social distancing continue to be strongly encouraged by the State of Texas and CDC, it is with this general principle in mind that city operations will be moving to a modified version of **Threat Level III** of our Coronavirus (COVID-19) Readiness Plan.

Beginning ***Monday, May 11, 2020,*** all employees will be welcomed back to help implement the following protocols and operational practices:

**Threat Level III (as modified) – *Increased Readiness*** - *Increased response as appropriate if there is a greater than the normal threat of a contagious disease event*.

**I. *Continue all measures implemented under Level IV***

**II. *Employee Practices:***

(a) Employees are not to report to work if they are sick or show any signs or symptoms of illness.

(b) All at-risk employees encouraged to continue to work remotely or under staggered shifts.

(c) Employees who are unable to return to work at this time due to unavailable childcare or a compromised immune system will maintain work from home plans (These situations will be assessed on a case-by case basis).

(d) All employees are to practice social distancing as applicable in all work settings (primarily avoiding an area within a six-foot distance of others).

(e) Greet without physical contact; employees are encouraged to avoid handshakes and hugs while greeting and interacting with co-workers.

(f) Cancel/postpone all travel and training that is not necessary to facilitate immediate operational needs.

## III. *Operational Accommodations:*

GENERAL

(a) City Hall will remain closed to the general public. In-person utility payments can be made at the drive-thru window during normal business hours. Court Fines can be paid by Money Order or Cashier Check and may be dropped off at the drive-thru window. Court staff is available for consultation on any Court related issues by phone or e-mail during normal business hours.

(b) All departments will maintain at least one (1) staff member in the office during normal business hours.

(c) Custodial staff will clean and sanitize all frequently touched surfaces such as counters, doorknobs/handles, telephones, copiers, vending machines, restrooms, etc. *All employees will assist in this effort and not solely rely on the custodial staff.*

(d) A general no-visitor policy will be implemented for all city buildings (except the Recreation Center as described below). Only authorized employees will be permitted in city offices.

(e) Exceptions to the no-visitor policy are permitted when related to essential issues or services. In such instances, authorized visitors are required to wear masks and gloves upon entry.

(f) All on-duty employees will have a mask and gloves with them at all times and will wear them in the presence of other people when social distancing is not possible.

(g) Supervisors will ensure an adequate supply of PPE and alcohol-based hand sanitizers are available to all personnel.

ADMINISTRATION

(a) The Senior Management Team (City Manager, Assistant City Manager, City Secretary, and Director of Economic Development) to maintain consistent, but staggered hours at City Hall.

(b) Schedule/conduct frequent staff meetings for updates on issues.

(c) Reduce City Council Meeting schedule to one (1) per month by teleconference (until such time that regular in-person meetings may be resumed).

(d) Reduce schedule of mandatory City boards and advisory groups to as needed, and only through teleconferencing

(e) Non-essential meetings of City boards, commissions, and advisory groups conducted through teleconferencing only.

(f) Municipal Court will remain closed at least through May.

POLICE

(a) EPD Station lobby closed to public; Communications personnel to remain sequestered

(b) All walk-in complaints handled by on-duty patrol personnel

(c) All other operations and staffing to return to routine levels.

PUBLIC WORKS, PARKS MAINTENANCE, AND UTILITIES

(a) Return to full staffing, working routine shifts in small groups with limited interaction

(b) No visitors to departmental facilities; on-site meetings limited to essential city business

(d) *Parks Maintenance* - Focus maintenance on areas of the park that are still accessible to the public, such as the walking paths, mowing to maintain weeds and trash collection on normal schedule.

(e) *Utilities* - Continue normal treatment plant operations - water and wastewater

(f) *Utilities* - Maintenance crews will continue operating under smaller crews and through social distancing.

*(g) Utilities* - No new construction projects or water or sewer taps (except for the Central Lift Station project)

(h) Normal disinfectant routines

PARKS

(a) All parks facilities (playgrounds, courts, ballfields & soccer fields) will remain closed.

(b) *Swimming Pool* - Status of facility currently unknown; Focus is now on a possible late June-early July opening; final decision to be made by the end of May.

OUTDOOR RECREATION ACTIVITIES AND PROGRAMMING

(a) The Music in the Park Series in Veterans Memorial Park has been rescheduled for September (Free tickets or ticketing may be used to manage social distancing).

(b) Sip Shop and Stroll will not be held in May.

(c) Elgin Art Studio Tour rescheduled to December 11-12.

(d) Juneteenth Festival/parade has been cancelled by the Juneteenth Festival Committee.

(e) Western Days Parade/Festival has been cancelled by the Elgin Chamber of Commerce.

RECREATION CENTER

(a) Limited re-opening of the facility to members only and allow walking with social distancing and cloth face coverings.

(b) Limited gym time with one person utilizing each basketball hoop; weight room remains closed.

(c) Staff will continue to develop plans for the next phase of expanding services as conditions improve (while maintaining social distancing) :

- Opening weight room with every other machine available for use
- Small groups utilizing the gym
- Offering events and programming that would be managed with ticketing similar to what the library is considering so that attendance can be managed, and social distancing encouraged until that requirement is no longer needed.

COMMUNITY SERVICES

(a) Continue operations as currently in place, which includes temporary re-assignment of staff (including Director of Community Services continuing to serve as temporary Public Information Officer)

(b) Focus to remain on staff support of covid-related issues including, but not limited to, Main Street and its Business Assistance Program, business support through virtual meetings, maintaining business operations list and restaurant operations list for the community, online programming, and community engagement activities.

LIBRARY

(a) Reinstate previously suspended Sidewalk Deliveries Program

(b) Continue providing Children's Storytime and Read to Me Program virtually/on-line

(c) Staff will continue to develop plans for the next phase expanding services as conditions improve (while maintaining social distancing) :

- Incremental opening of the facility and computer lab (limited number of patrons at a time).
- Summer reading (limited contact and or virtual program)
- Incremental reintroduction of programming through managed participation.

BUILDING INSPECTION/DEVELOPMENT/CONSTRUCTION

(a) All development, plan review, construction, permitting and all matters related to construction and land development projects to continue through on-line and teleconferencing procedures

(b) Building and construction trades will be allowed to continue utilizing best practices for slowing the spread of COVID-19 at construction sites. Each individual involved in any construction activity shall:

- Wear a face covering (mask, bandana, etc.) to cover the nose and mouth, especially in areas where maintaining a six (6) foot distance would be difficult such as break areas and hallways.
- Wear gloves and additional clothing in order to reduce interaction of skin with any surfaces.

In our initial operational response to the COVID pandemic, we implemented an across-the-board plan that affected all city operations and services in a comparable manner. As we start to return to "normal" operations, however, we will be utilizing a more incremental approach, whereby decisions will likely vary by department.

While the staff will continue to monitor conditions on a daily basis, the overall operational status of city services will not be reviewed and/or considered for modification again until the end of May, by which time we will hopefully have a better assessment of the pandemic's future anticipated impacts.

Please let me know at your earliest convenience if you have any comments or questions; or require additional information in this regard.

Thomas L. Mattis
City Manager

# City of Elgin
# Office of the City Manager

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


May 2, 2020

In recent days, the City of Elgin has learned that the organizers of both the **Juneteenth** parade and festival and the **Western Days** parade and festival have cancelled those events for this year due to concerns related to the Coronavirus (COVID-19) pandemic. These are historic annual events that are important to the community and enjoyed by all who attend and participate.

As difficult as they were to make, these decisions by the organizers were the correct ones: as they were focused on the safety of the community at large, not simply the events themselves. The organizers are to be commended for recognizing their obligation to our citizens, visitors - and participants in their respective festivals and parades.

The parades, in particular, would have represented a significant challenge for the City and the Elgin Police Department (EPD) at this time. Traffic management and public safety are the top priorities in the proper management of any parade on public streets. During the pandemic times we are currently living in, however, proper management of a parade would not be possible given the demands and resources the City and EPD have available at this time.

Furthermore, it is unlikely that the City can or will authorize *any* large gathering or accumulation of people beyond those stipulated in current social distancing protocols through the month June. It is important to remember that the City is compelled to abide by the Texas Governor's emergency executive orders which state, in part, that: *". . . every person in Texas shall, except where necessary to provide or obtain essential services or reopened services, minimize social gatherings and minimize in-person contact with people who are not in the same household . . ."* Obviously, a parade or festival could not conform to those restrictions.

The City of Elgin is saddened - along with the community at large - that there will be neither a Juneteenth or Western Days parade and festival this year, but we fully support and endorse those decisions. We are thankful for the relationships we have with the organizers of both events - and now look forward to working with those organizations as they plan future celebrations that can be accommodated in the new landscape of COVID-19.

To view a complete copy of the *City of Elgin Coronavirus (COVID-19) Readiness Plan*, go to https://www.elgintx.com/1065/COVID-19. Please monitor the City's website for regular updates regarding the Coronavirus Pandemic.

Thomas L. Mattis
City Manager

# Elgin City Council Meeting
# Agenda Item Executive Summary

**ITEM:** Quarterly Financial Report – Second Quarter 19-20

**DEPARTMENT:** Finance

**PROPOSED ACTION:** Review and Accept

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

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

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

## BUDGET/FINANCIAL IMPACT:

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

**RECOMMENDATION:** Review and accept the report as presented.

**ATTACHMENTS:** Quarterly Financial Report – Second Quarter 2019-20

**{ } 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.*

# 2nd Quarter Investment Report- Fiscal Year 2019-20

**OPERATING ACCOUNTS -**

| Financial Institution | Account Name | Ending 12/31/2019 | Total Deposits / (Withdrawals) | Total Interest | Ending 3/31/2020 |
|---|---|---|---|---|---|
| First National Bank | | | | | |
| | Main Checking | 3,737,534.09 | 1,343,602.75 | 19,788.76 | 5,100,925.60 |
| | Police Seizure Chapter 59 | 77.98 | - | 0.36 | 78.34 |
| | General - ATS Clearing | 210,848.78 | (174,782.01) | 884.85 | 36,951.62 |
| | USDA Rural Dev | 1.01 | - | - | 1.01 |
| | Money Market General Op. | 179.76 | - | 0.83 | 180.59 |
| | Sub-total | 3,948,641.62 | 1,168,820.74 | 20,674.80 | 5,138,137.16 |
| | **TOTAL - DEPOSITS** | **3,948,641.62** | **1,168,820.74** | **20,674.80** | **5,138,137.16** |

**CAPITAL IMPROVEMENT FUNDS**

| Financial Institution | Account Name | Ending 1/1/2019 | Total Deposits / (Withdrawals) | Total Interest | Ending 3/31/2019 | WAM* |
|---|---|---|---|---|---|---|
| Logic Investment Pool | | | | | | |
| | CO Series 2015- Proceeds | 1.67 | - | - | 1.67 | 1.07 |
| | CO Series 2016 - Proceeds | 3,663,272.54 | (716,946.50) | 10,223.33 | 2,956,549.37 | 1.07 |
| | CO Series 2019A - Proceeds | 2,039,461.85 | (328,652.55) | 5,632.88 | 1,716,442.18 | 1.07 |
| | CO Series 2019B(TIRZ) Proceeds | 146.65 | - | 0.50 | 147.15 | 1.07 |
| | Sub-total | 5,702,882.71 | (1,045,599.05) | 15,856.71 | 4,673,140.37 | 1.07 |
| | **TOTAL - INVESTMENTS** | **5,702,882.71** | **(1,045,599.05)** | **15,856.71** | **4,673,140.37** | |
| | **TOTAL - DEPOSITS AND INVESTMENTS** | **9,651,524.33** | **123,221.69** | **36,531.51** | **9,811,277.53** | |

* Weighted Average to Maturity (WAM)

Signature

Charles L. Cunningham
Director of Finance

# Elgin City Council Meeting
# Agenda Item Executive Summary

**ITEM:** **Departmental Monthly Report – Period ending March 31, 2020**

**DEPARTMENT:** Administration

**PROPOSED ACTION:** No action required on this item.

**BACKGROUND:** Monthly Reports by Department

The attachments for this item include data for the month ending March 31, 2020. While the year-to-date data for most activities continues to show increases over the year before, the monthly comparisons, particularly for Community Service Activities (Library Services and Recreation) show decreases from prior year levels. This reflects the beginning of the Covid-19 impact on City functions which will undoubtedly worsen through the months of April and May.

**BUDGET/FINANCIAL IMPACT:**
None

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

**ATTACHMENTS:** Summary Report of Operations – For the month of March 2020 .

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

# Monthly Report of Operations

As of Mar 31, 2020

| Administration | Mar '19 | Mar '20 | % | YTD 3-31-19 | YTD 3-31-20 | % |
|---|---|---|---|---|---|---|
| **Human Resources** | | | | | | |
| Total FTE - Filled Positions | - | 103.0 | 0% | | | |
| Vacancies - all funds | - | 3.5 | 0% | | | |
| New Hires | 2 | 1 | -50% | 18 | 12 | -33% |
| Separations | 2 | 2 | 0% | 13 | 10 | -23% |
| **Muncipal Court** | | | | | | |
| Total Active Cases Pending (beg. of Month) | 15,764 | 15,895 | 1% | | | |
| New Cases Filed (incl reactivation of inactive) | 835 | 248 | -70% | 2,274 | 1,960 | -14% |
| # of Magistrations | 44 | 13 | -70% | 198 | 179 | -10% |
| Total Cases Disposed of | 321 | 205 | -36% | 1,258 | 1,928 | 53% |
| Cases placed on Inactive Status | 55 | 70 | 27% | 293 | 538 | 84% |
| Total Active Cases Pending (end of Month) | 15,719 | 15,859 | 1% | | | |
| Fines Collected | $ 66,835 | $ 54,377 | -19% | $ 237,847 | $ 299,363 | 26% |
| Retained by City | $ 43,561 | $ 45,745 | 5% | $ 145,403 | $ 223,119 | 53% |

| Development Services | Mar '19 | Mar '20 | % | YTD 3-31-19 | YTD 3-31-20 | % |
|---|---|---|---|---|---|---|
| Construction Permits (all types) | 88 | 58 | -34% | 245 | 289 | 18% |
| Revenue from Bldg. Permits | $ 15,660 | $ 14,667 | -6% | $ 50,661 | $ 68,218 | 35% |
| Inspections (all types) | 129 | 248 | 136% | 875 | 1,158 | 32% |
| Revenue from Inspections | $ 10,000 | $ 23,577 | 0% | $ 28,110.00 | $ 114,801.58 | 308% |
| Housing Plats approved (number of lots) | - | - | 0% | 2 | 254 | 0% |

| Community Services | Mar '19 | Mar '20 | % | YTD 3-31-19 | YTD 3-31-20 | % |
|---|---|---|---|---|---|---|
| **Library-** | | | | | | |
| Materials circulated | 6,694 | 5,348 | -20% | 32,027 | 29,518 | -8% |
| # Visitors (incl. Progs) | 373 | 2,220 | 495% | 12,056 | 14,060 | 17% |
| Public Computer Use hrs. | 398 | 15 | -96% | 1,829 | 1,430 | -22% |
| Public Computer Use Persons | 594 | 247 | -58% | 2,773 | 2,471 | -11% |
| Civic Center - Rentals (all) | 39 | 12 | -69% | 199 | 137 | -31% |
| **Recreation Program -** | | | | | | |
| Annual Memberships | 16 | 2 | -88% | 58 | 48 | -17% |
| Monthly Rec Memberships | 165 | 112 | -32% | 458 | 953 | 108% |
| Facility Rental Fleming Center | 20 | 8 | -60% | 37 | 251 | 578% |
| Facility Rental Recreation Center | 11 | 1 | -91% | 20 | 122 | 510% |
| Sponsored Events | $ 80 | $ 25 | -69% | $ 3,395 | $ 7,019 | 107% |

| Public Works | Mar '19 | Mar '20 | % | YTD 3-31-19 | YTD 3-31-20 | % |
|---|---|---|---|---|---|---|
| **Streets:** | | | | | | |
| Lane miles Inventoried | 56.9 | 57.8 | 2% | 285 | 289 | 2% |
| Pot holes patched - Square Yards | - | 88 | 0% | 44 | 329 | 643% |
| Wide Area patching/renovation - SY | 56 | 274 | 394% | 268 | 454 | 69% |
| Crack Seal Lbs of Sealent | - | 2,940 | 0% | - | 2,940 | 0% |
| **Drainage:** | | | | | | |
| Linear feet of drains cleaned | 1,020 | 2,260 | 122% | 85,242 | 85,540 | 0% |
| # Culverts Cleared | - | 3 | 0% | 6 | 3 | -50% |
| **Parks:** | | | | | | |
| Acres Mowed/maintained | - | 300 | 0% | N/A | 1,028 | 0% |
| Reserved Park Facilities | - | - | 0% | N/A | 44 | 0% |
| # Organized Sports Events | - | - | 0% | N/A | 93 | 0% |

# Monthly Report of Operations

As of Mar 31, 2020

| Utilities | Mar '19 | Mar '20 | % | YTD 3-31-19 | YTD 3-31-20 | % |
|---|---|---|---|---|---|---|
| **Water System:** | | | | | | |
| # Customers Total/Added by month * | | 2 | | 3,376 | 13 | |
| Amount Billed | $210,587 | $217,414 | 3% | $ 1,108,340 | $ 1,184,040 | 7% |
| Meters Replaced | - | 37 | 0% | 30 | 219 | 630% |
| # Leaks Repaired | 15 | 4 | 0% | 100 | 16 | -84% |
| Vol. water produced (x1,000 gallons) | 32,602 | 32,799 | 1% | 205,030 | 189,766 | -7% |
| Main Line Breaks | 1 | 1 | 0% | 16 | 5 | -69% |
| Service Line Breaks | 3 | 1 | -67% | 20 | 17 | -15% |
| **Wastewater System:** | | | | | | |
| # Customers Total/Added by month * | | - | | 3,067 | 13 | |
| Amount Billed | $ 157,188 | $ 156,655 | 0% | $ 1,054,942 | $ 1,123,281 | 6% |
| Main Lines repaired | 1 | - | 0% | 10 | 8 | -20% |
| Lines replaced (Linear Feet.) | 9 | - | 0% | 64 | 132 | 106% |
| Manholes Cleaned | 1 | 6 | 500% | 1 | 18 | 1700% |
| Average Daily Flow (MGD) | 0.6060 | 0.6170 | 2% | 0.7031 | 0.5453 | -22% |
| Total Monthly Flow (MGD) | 18.7861 | 19.1279 | 2% | 21.794 | 16.904 | -22% |
| **Trash Collection:** | | | | | | |
| # Customers Total/Added by month * | | 5 | | 3,191 | 35 | -99% |
| Amount Billed | $ 92,480 | $ 103,302 | 12% | $ 572,425 | $ 579,289 | 1% |

* # Customers Total /Added by month - the purpose here is to track the increase or decrease of customers over the course of the year. C**urrent month** shows the number of customers added in the month. The amount in the first YTD column shows the current number of customers. The final column shows year to date additions.

| Police Department | Mar '19 | Mar '20 | % | YTD 3-31-19 | YTD 3-31-20 | % |
|---|---|---|---|---|---|---|
| **Part I Index Offenses** | | | | | | |
| Murder ( # Victims) | - | - | 0% | - | - | 0% |
| Rape(# Victims) | 2 | - | 0% | 8 | 3 | -63% |
| Robbery (# Victims) | - | - | 0% | 4 | 5 | 25% |
| Aggrivated Assault (# Victims) | 2 | 1 | -50% | 5 | 6 | 20% |
| **Total Violent Index Crimes*** | 4 | 1 | -75% | 17 | 14 | -18% |
| Burglary (# premises entered) | 2 | 1 | 0% | 17 | 9 | -47% |
| Theft (# offenses) | 9 | 4 | -56% | 71 | 46 | -35% |
| Auto Theft (#vehicles) | - | - | 0% | 3 | 2 | -33% |
| Arson ( # premises) | - | - | 0% | - | 1 | 0% |
| **Total Property Index Crimes*** | 11 | 5 | -55% | 91 | 58 | -36% |
| **Total Part I Index Crimes*** | 15 | 6 | -60% | 108 | 72 | -33% |
| **Part II Index Offenses** | | | | | | |
| Other Assaults | 7 | 13 | 86% | 34 | 57 | 68% |
| Weapons | - | - | 0% | 1 | - | -100% |
| Narcotics | 7 | 1 | -86% | 18 | 17 | -6% |
| DUI | 3 | 4 | 33% | 21 | 28 | 33% |
| All Other Part II Offenses | 65 | 36 | -45% | 267 | 256 | -4% |
| **Total Part II Index Crimes*** | 82 | 54 | -34% | 341 | 358 | 5% |
| **Total All Index Crimes*** | **97** | **60** | -38% | **449** | **430** | -4% |

# 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:** City Council Virtual Special Meeting Minutes –April 23, 2020.

**DEPARTMENT:** Administration

## PROPOSED ACTION:

Review and approve the April 23, 2020 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 April 23, 2020 Meeting Minutes.

**ATTACHMENTS:** April 23, 2020 Meeting Minutes.

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

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

**MINUTES**
**ELGIN CITY COUNCIL**
**SPECIAL VIRTUAL MEETING**
**CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**
**THURSDAY, APRIL 23, 2020**

## CALL TO ORDER

Mayor Cannon called the meeting to order at 6:06 p.m.

## ROLL CALL

Present: Chris Cannon, Mayor
Jessica Bega, Mayor Pro Tem
Mary Penson, Council Member
Sue Brashar, Council Member
Forest Dennis, Council Member
Susie Arreaga, Council Member
Juan Gonzalez, Council Member

Mayor Canon certified there was a quorum and stated that both Council Member Lopez and Council Member Jones notified him that they would not be in attendance.
Council Member Penson moved to excuse Council Members Lopez and Jones. Council Member Dennis seconds the motion. Motion carried 7-0.

**Staff:** Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Michael Gonzalez, Parks Director
Patrick South, Chief of Police
Amy Miller, Community
Owen Rock, Economic Development Director
David Harrell, Planning Director

## INVOCATION

Council Member Penson gave the invocation.

## PUBLIC COMMENT

There were no public comments.

**CITY MANAGERS REPORT**

1. Update on City of Elgin Coronavirus Pandemic Response and/or Impacts.

City Manager Thomas Mattis spoke about the current status of the Coronavirus and the city response to that. He stated staff has been busy collecting information and sharing it but at times challenging to get information. He stated that all things considered, Elgin has fared well, and the city has responded well. Finance Director Charles Cunningham spoke on the impact on revenue and that the city was doing well in all areas. He stated that the Utility and General Fund were in good shape right now. Police Chief South spoke on enforcement and current situation with the EOC. He stated the EOC was established to deal with medical issues and they were doing a good job with that but the enforcement aspect was lacking and they were working through a number of challenges and working with Judge Pape and the Attorney to facilitate information to hold persons causing issues accountable. He stated at this point no charges are being filed, only educating people who violate direct orders about wearing masks and gatherings. Amy Miller, Public Information Officer spoke and stated she was working with the County getting out information and putting as much information on the city web page making it easier for the community to look for resources all in one place. Mr. Mattis stated that the swimming pool was another issue and making sure it made business sense to open. He stated the operational ramp up such as hiring lifeguards would take time and if the pool could not open until July then that would not make wise sense business. He stated the city was still issuing permits and projects on were still target. He stated staff was discussing transitioning back to normal city operations but that it would not be simply going back to level 3 but a gradual return and would vary department to department. He stated there had been no complaints or negative feedback and that the city has been responsive to the citizens so there was no pressure to return quickly.

2. 2nd Quarter Investment - Report March 2020.

Finance Director Charles Cunningham stated that this item would be moved to the next meeting.

3. Review and Discussion of FY2020-21 Annual Budget and Five-Year Capital Plan Adoption Calendar.

City Manager Thomas Mattis stated that the Budget Calendar was the same as every year, that the pattern was the same and Council could hold as many work sessions as needed. He stated the Charter required a meeting at the end of September.

4. General Activity Report and/or Project Update.

Mr. Mattis spoke about moving the polling place from the library to the Fleming Center as had been discussed in the past, and that he had spoken to the Elections Administrator in Bastrop County. He stated he was under the impression that moving it required Justice Department

approval but was told that it was not required anymore and that Council could make the decision to move it if they wanted to. After some discussion it was decided to leave the polling place at the library.

**CONSENT AGENDA**

1. City Council Meeting Minutes – March 17, 2020 and March 23, 2020.

Council Member Brashar moved to approve the March 17th and March 23rd meeting minutes. Council Member Penson seconds the motion. Motion carried 7-0.

**NEW BUSINESS**

1. Consider and Approve a Letter of Intent – Yerico Expansion Project.

Discussion only no vote taken.

2. Consider and Approve A COVIT-19 Grant Program for Local Small Businesses in the amount of $50,000 with a Maximum Grant of $2,000 to approved applicants.

Council Member Brashar moved to approve the COVIT-19 Grant Program. Council Member Penson seconds the motion. Motion carried 7-0.

3. A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING "VEHICLES, ROLLING STOCK AND EQUIPMENT".

Council Member Penson moved to approve the Resolution as presented. Council Member Arreaga seconds the motion. Motion carried 7-0.

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN ESCROW AGREEMENT IN THE AMOUNT OF $1,209,357 WITH LGI HOMES-TEXAS, LLC FOR PARTIAL CONSTRUCTION OF IMPROVEMENTS TO COUNTY LINE ROAD PURSUANT TO A COST PARTICIPATION AGREEMENT BETWEEN THE TWO PARTIES DATED SEPTEMBER 26, 2019; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.

Council Member Dennis moved to approve the Resolution as presented. Council Member Penson seconds the motion. Motion carried 7-0.

5. AN ORDINANCE AMENDING CHAPTER 8, Article VI-SOLICITORS AND PEDDLERS, SECTIONS 8-140 THROUGH 8-160, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY DELETING THIS SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW PEDDLERS, SOLICITORS AND VENDORS ORDINANCE, PROVIDING A

SAVINGS CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

Council Member Penson moved to approve the Ordinance as presented. Mayor Pro Tem Bega seconds the motion. Motion carried 7-0.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT IN THE AMOUNT OF $826,214, WITH ROYAL VISTA, INC. FOR CONSTRUCTION OF A CENTRAL LIFT STATION FOR THE CITY'S WASTEWATER SYSTEM AND MAKING CERTAIN FINDINGS RELATED THERETO.

Council Member Penson moved to approve the Resolution as presented. Council Member Dennis seconds the motion. Motion carried 7-0.

7. A RESOLUTION BY THE CITY OF ELGIN, TEXAS, RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY ENTEX, SOUTH TEXAS DIVISION TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

Council Member Brashar moved to approve the Resolution as presented. Council Member Penson seconds the motion. Motion carried 7-0.

**ADJOURNMENT**

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

_____
Chris Cannon, Mayor

**ATTEST:**

_____
Amelia Sanchez, City Secretary

# Elgin City Council Meeting
# Agenda Item Executive Summary

**ITEM:** An ordinance annexing adjacent and contiguous territory to the City of Elgin, Texas, to wit: 18.00 acres of land, lying in and being situated out of the Henry Martin Survey, Abstract 518 in Travis County, Texas and being fully described in Exhibit "A", attached hereto; providing a savings clause and repealing conflicting ordinances and resolutions.

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** Discussion, consideration, and action on an Ordinance for a voluntary annexation of 18.00 acres of land located at the NW corner of FM 1100 and County Line Road.

**BACKGROUND:** Currently this parcel is located within the City ETJ and is contiguous with the municipal boundaries on all sides (enclave) and can be annexed into the City. The parcel is currently vacant. The property is under an annexation development agreement and there has been discussion with representatives that a new church would be built at the location. This development would necessitate a voluntary annexation into the City under the annexation development agreement. A ward map has been attached with areas in blue and purple inside of the City limits.

## BUDGET/FINANCIAL IMPACT:

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

## RECOMMENDATION:

N/A

## ATTACHMENTS:

Petition for Voluntary Annexation, Area Map, Ordinance with Exhibit "A",

**{ } 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.*

**PETITION REQUESTING ANNEXATION**
**TERRITORY IN WHICH THERE ARE FEWER THAN THREE VOTERS**

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF ELGIN, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Elgin, Texas, the following described territory, to wit:

See Exhibit "A", attached hereto and incorporated herein.
(Here describe territory by metes and bounds.)

18.000 acre of land lying in and being situated out of the Henry Martin Survey, Abstract 518, Travis County, Texas and being a portion of that certain 93.75 acre tract of land conveyed to Norris E. Kreig by Deed recorded in volume 4211, page 1291 Deed Records, Travis County, Texas, further described in Exhibit "A", attached hereto.

We certify that the above described tract of land is contiguous and adjacent to the City of Elgin, Texas, is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Signed: _____
Signed: First Baptist Church, Elgin
Signed: By: Jeff Carter, Trustee

THE STATE OF TEXAS
COUNTY OF BASTROP

Before me, the undersigned authority, on this day personally appeared Jeff Carter, Trustee of First Baptist Church, Elgin, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day of April, 2020.

BEVERLY M ALLEN
Notary Public, State of Texas
Comm. Expires 06-26-2023
Notary ID 38195-5

Beverly M Allen
Notary Public, State of Texas

# City Ward Map

5/4/2020, 11:26:48 AM

Travis County Parcels

Wards

<all other values>

1 2 3 4

1:8,440

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/ Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, TRC GIS, City of Elgin

Web AppBuilder for ArcGIS
TRC GIS, City of Elgin | Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community |

**ORDINANCE NO. 2020-05-12-??**

**AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 18.00 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY TEXAS AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

**WHEREAS,** the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and

**WHEREAS,** pursuant to Section 43.028, Local Government Code, the owners of a tract of land containing 18.00 acres of land, more or less, out of the Henry Martin Survey, Abstract 518 of land (the "Property") more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and

**WHEREAS,** the property is (1) one-half mile of less in width; (2) contiguous to the City; and (3) vacant without residents, or on which less than three (3) qualified voters reside, and

**WHEREAS,** the City Council has determined that all requirements of Section 43.028. Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation, Now Therefore

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in its entirety.

II.

That the City Council has heard arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the Property described in Exhibits "A", attached hereto and incorporated herein for all proposes, be and is hereby annexed and brought within the corporate limits of the City of Elgin, Travis County, Texas, and same is hereby made an integral part hereof.

IV.

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Elgin, Texas.

VI.

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after is passage

VIII.

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Travis County, Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found illegal, invalid, or unconstitutional or any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph, or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph, or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

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

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

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

By motion duly made, seconded, and passed with an affirmative vote of all the Council members present, the requirement for reading this Ordinance on two separate days was dispensed with.

**READ, PASSED,** and **ADOPTED** on first reading this the 12th day of May 2020.

_____

CHRIS CANNON, Mayor

ATTEST:

_____

Amelia Sanchez, City Secretary

Exhibit "A"

JAMES E. GARON
& ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

October 18, 2013

LEGAL DESCRIPTION: BEING 18.000 ACRE OF LAND LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 93.75 ACRE TRACT OF LAND CONVEYED TO NORRIS E. KREIG BY DEED RECORDED IN VOLUME 4211, PAGE 1291 DEED RECORDS, TRAVIS COUNTY, TEXAS; SAID 18.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN AUGUST, 2013:

BEGINNING at a 1/2" iron rod set on the westerly line of said County Line Road for the northeasterly corner hereof and said 93.75 acre tract and the southeasterly corner of that certain 92.456 acre tract of land conveyed to the Elgin Independent School District by deed recorded in Volume 9331, Page 902 Real Property Records, Travis County, Texas;

THENCE S 27°32'26" W a distance of 475.40 feet along County Line Road to an iron rod set on the northwesterly line of FM 1100 for the southeasterly corner hereof;

THENCE along FM 1100, S 52°24'18" W a distance of 118.49 feet to a concrete right-of-way monument found for the beginning of a curve to the right and a distance of 1014.54 feet along the arc of said curve to the right having a radius of 1106.52 feet and a chord bearing S 78°40'25" W 979.38 feet to an iron rod set for the southwest corner hereof;

THENCE N 27°21'05" E a distance of 1200.25 feet to an iron rod set on the north line of said 93.75 acre tract and south line of said Elgin I.S.D. 92.456 acre tract for the northwest corner hereof;

THENCE S 62°15'56" E a distance of 816.34 feet along said line to the POINT OF BEGINNING, containing 18.000 acres of land, more or less, and as shown on map of survey prepared herewith..

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
co\Travis\sur\Henry Martin a518\43513

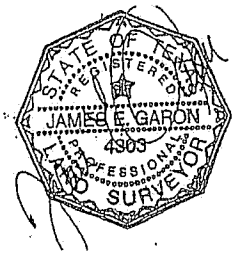
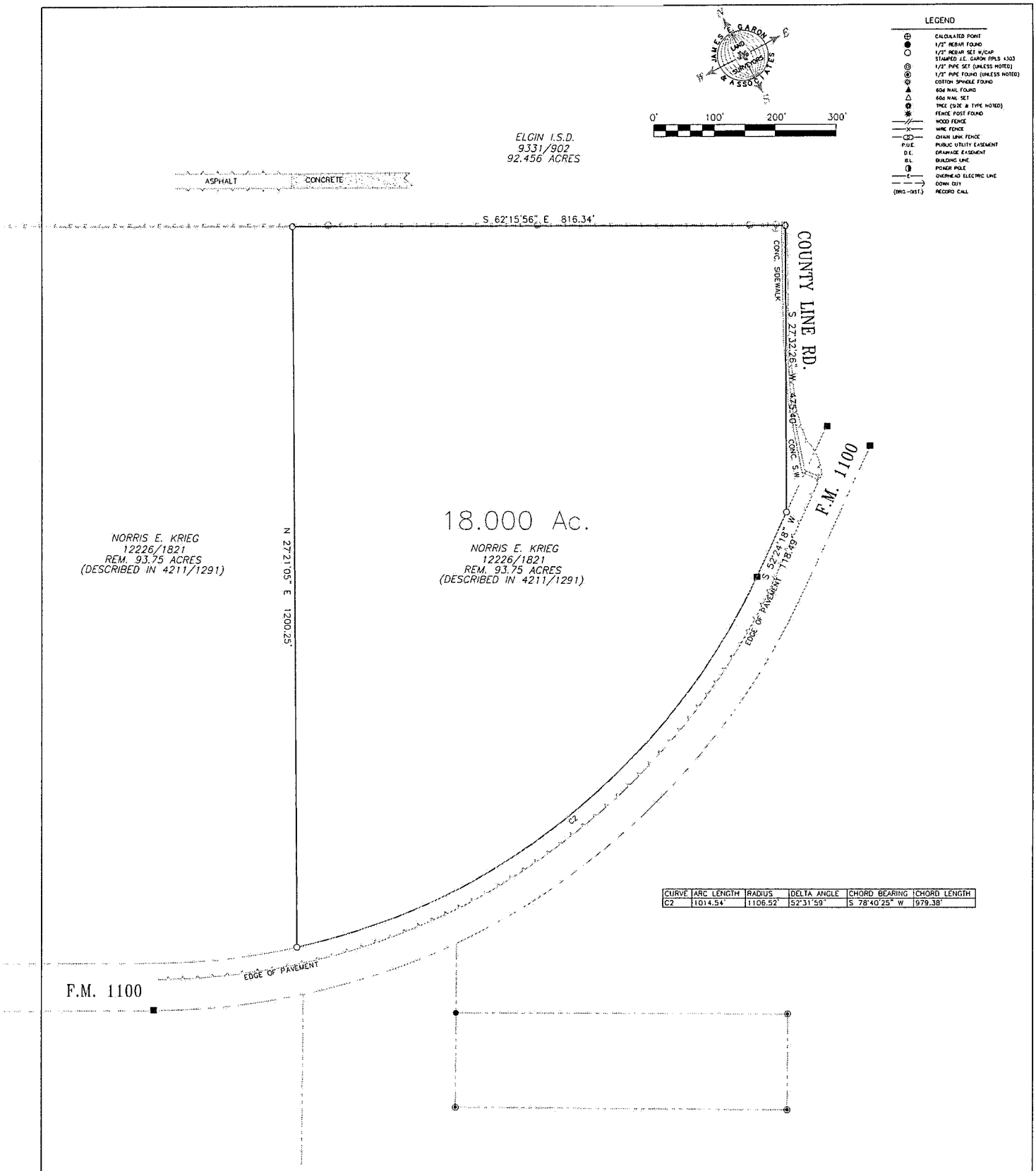



Exhibit "A"

# Exhibit "A"




| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C2 | 1014.54' | 1106.52' | 52°31'59" | S 78°40'25" W | 979.38' |

REFERENCE: FIRST BAPTIST CHURCH, ELGIN, TEXAS G.F. NO. 1321604-P22

ADDRESS: FM 1100 @ COUNTY LINE RD; ELGIN, TX.

LEGAL DESCRIPTION 18.000 ACRES OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY, TEXAS.

FILE: Server: Co\TRAVIS\SUR\HENRY MARTIN\4351.3 FLD. BK.: B445, PG. 66

TO THE OWNERS, LIENHOLDERS AND BASTROP ABSTRACT COMPANY;

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X", SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48453C0510H, EFFECTIVE SEPT. 26, 2008.

STATE OF TEXAS REGISTERED JAMES E. GARON 4303 PROFESSIONAL SURVEYOR

AUG. 2, 2013

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
www.jamesegaron.com
jgaron@austin.rr.com

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Use of this survey for any purposes other than this transaction is prohibited

# Elgin City Council Meeting
# Agenda Item Executive Summary

**ITEM:** An ordinance assigning newly annexed property to City Council Ward Area No. 3; providing for a severability clause and providing an effective date; providing a savings clause and repealing conflicting ordinances and resolutions.

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** Discussion, consideration, and action on an ordinance assigning newly annexed property to City Council Ward Area No. 3; providing for a severability clause and providing an effective date; providing a savings clause and repealing conflicting ordinances and resolutions.

**BACKGROUND:** When a parcel of land is annexed into the City limits, State law requires assignment of the area to an elected representative. The closest and most likely council ward is No. 3 as the parcel is contiguous on the west, north, and parts of the east. It is the blue color on the attached Ward map.

## BUDGET/FINANCIAL IMPACT:

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

## ATTACHMENTS:

Ordinance with Exhibit "A" and Ward Map.

**{ } 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 Ward Map

5/4/2020, 11:26:48 AM

Travis County Parcels

Wards

<all other values>

1 2 3 4

1:8,440

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/ Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, TRC GIS, City of Elgin

Web AppBuilder for ArcGIS
TRC GIS, City of Elgin | Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community |

**ORDINANCE NO. 2020-05-12-??**

**AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS,** the City of Elgin, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter; and

**WHEREAS,** the territory described on Exhibit "A" (the "Property") attached hereto and made a part hereof by reference for all purposes, was unilaterally annexed by the City of Elgin by Ordinance No. 2020-05-12-_____ on May 12, 2020; and

**WHEREAS,** the procedures prescribed by the Charter of the City of Elgin and the applicable laws of the State of Texas have been duly followed with respect to the Property; and

**WHEREAS,** the Property is so situated as to be assigned to City Council Ward Area No. 3; and it is the intention of the City Council to add this parcel to Ward Area No. 3; now, therefore,

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

**I.**

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

**II.**

That the Property described in the attached Exhibit "A" is hereby assigned to Council Ward Area No. 3.

**III.**

That this Ordinance shall become effective after its passage.

**IV.**

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

**V.**

**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 thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**READ**, **PASSED**, and **ADOPTED** on first reading this 12th day of May 2020.

_____
Chris Cannon, Mayor
City of Elgin, Texas

ATTEST:

_____
Amelia Sanchez, City Secretary

Exhibit "A"

JAMES E. GARON
& ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

October 18, 2013

LEGAL DESCRIPTION: BEING 18.000 ACRE OF LAND LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 93.75 ACRE TRACT OF LAND CONVEYED TO NORRIS E. KREIG BY DEED RECORDED IN VOLUME 4211, PAGE 1291 DEED RECORDS, TRAVIS COUNTY, TEXAS; SAID 18.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN AUGUST, 2013:

BEGINNING at a 1/2" iron rod set on the westerly line of said County Line Road for the northeasterly corner hereof and said 93.75 acre tract and the southeasterly corner of that certain 92.456 acre tract of land conveyed to the Elgin Independent School District by deed recorded in Volume 9331, Page 902 Real Property Records, Travis County, Texas;

THENCE S 27°32'26" W a distance of 475.40 feet along County Line Road to an iron rod set on the northwesterly line of FM 1100 for the southeasterly corner hereof;

THENCE along FM 1100, S 52°24'18" W a distance of 118.49 feet to a concrete right-of-way monument found for the beginning of a curve to the right and a distance of 1014.54 feet along the arc of said curve to the right having a radius of 1106.52 feet and a chord bearing S 78°40'25" W 979.38 feet to an iron rod set for the southwest corner hereof;

THENCE N 27°21'05" E a distance of 1200.25 feet to an iron rod set on the north line of said 93.75 acre tract and south line of said Elgin I.S.D. 92.456 acre tract for the northwest corner hereof;

THENCE S 62°15'56" E a distance of 816.34 feet along said line to the POINT OF BEGINNING, containing 18.000 acres of land, more or less, and as shown on map of survey prepared herewith..

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
co\Travis\sur\Henry Martin a518\43513

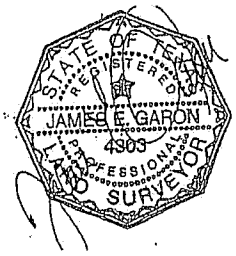
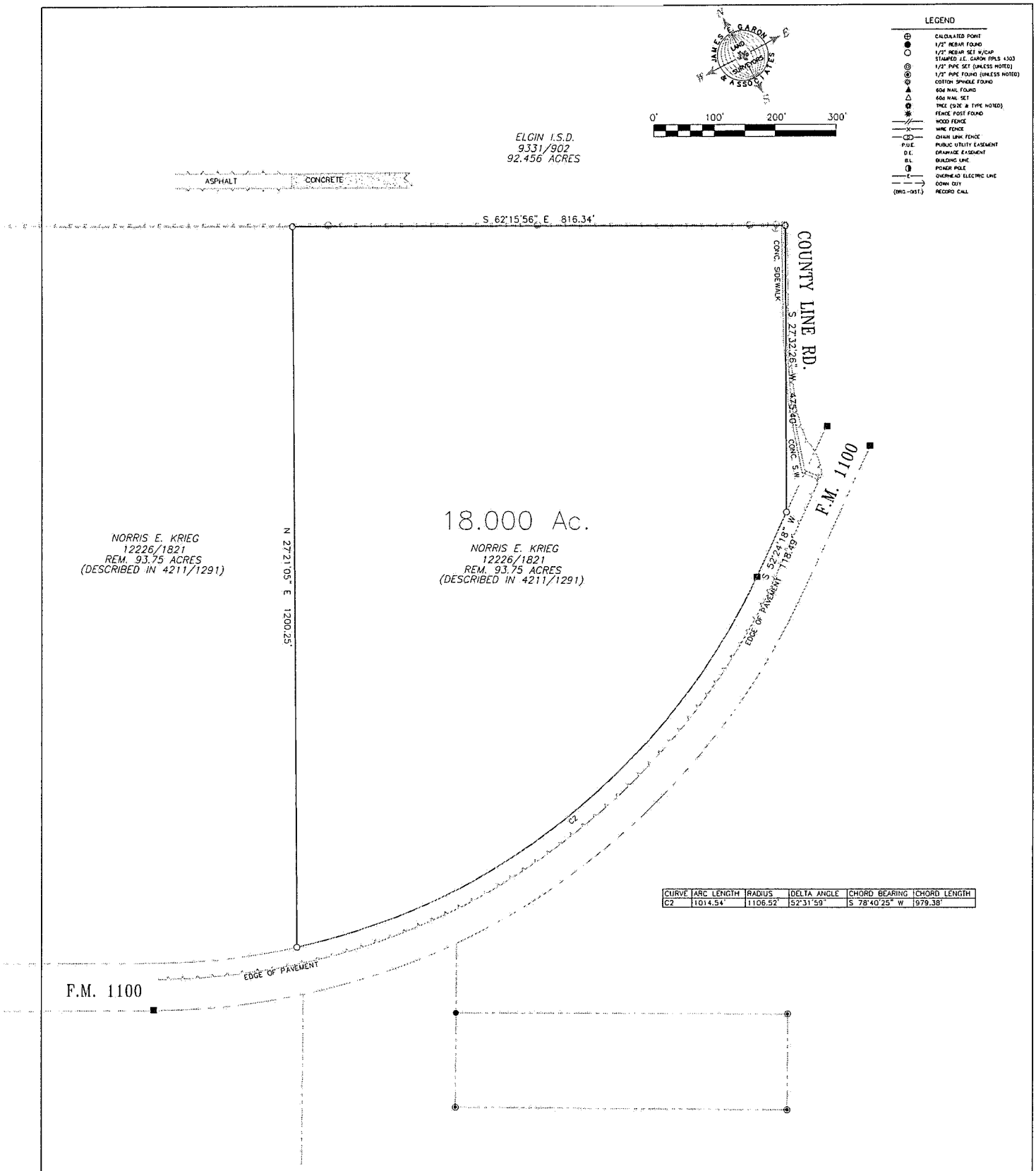



Exhibit "A"

# Exhibit "A"




| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C2 | 1014.54' | 1106.52' | 52°31'59" | S 78°40'25" W | 979.38' |

REFERENCE: FIRST BAPTIST CHURCH, ELGIN, TEXAS G.F. NO. 1321604-P22

ADDRESS: FM 1100 @ COUNTY LINE RD; ELGIN, TX.

LEGAL DESCRIPTION 18.000 ACRES OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY, TEXAS.

FILE: Server: Co\TRAVIS\SUR\HENRY MARTIN\4351.3 FLD. BK.: B445, PG. 66

TO THE OWNERS, LIENHOLDERS AND BASTROP ABSTRACT COMPANY;

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X", SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48453C0510H, EFFECTIVE SEPT. 26, 2008.

STATE OF TEXAS REGISTERED JAMES E. GARON 4303 PROFESSIONAL SURVEYOR

AUG. 2, 2013

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
www.jamesegaron.com
jgaron@austin.rr.com

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Use of this survey for any purposes other than this transaction is prohibited

# Elgin City Council Meeting
# Agenda Item Executive Summary

**ITEM: REVIEW, DISCUSSION AND CONSIDERATION OF A COST SHARING AGREEMENT BETWEEN THE CITY OF ELGIN ("CITY") AND RANCH ROAD PEPPERGRAS LLC ("DEVELOPER") REGARDING RELOCATION AND CONSTRUCTION OF A 15" WASTEWATER LINE IN THE PEPPERGRASS SUBDIVISION.**

## DEPARTMENT:
City Manager

## PROPOSED ACTION:
Approval of a Costs Sharing Agreement between the City and Ranch Road Peppergrass LLC.

## BACKGROUND:

In developing the land shown in Exhibit B of the proposed cost sharing agreement, Ranch Road Peppergrass LLC is in the process of relocating a 15" wastewater line that is also shown in Exhibit "B". In addition to serving the proposed development, the City wishes to have the developer upsize the line to accommodate future flow from Eagles Landing, Homestead and others, down this trunk main. The relocation and upsizing of the main would be beneficial to both parties.

Under the terms of the proposed Agreement, the City agrees to reimburse the Developer in an amount not to exceed $38,777.00 as shown on Exhibit "B" of the agreement, conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City. Funding for the reimbursement would come from Impact Fees.

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

## RECOMMENDATION:
Approval of the cost sharing agreement between the City and developer.

## ATTACHMENTS:
Copy of Cost Sharing Agreement

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

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

**COST PARTICIPATION AGREEMENT REGARDING THE CONSTRUCTION OF A 15" WASTEWATER LINE IN THE PEPPERGRASS SUBDIVISION**

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

**THIS COST PARTICIPATION AGREEMENT** (this "**Agreement**") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city (the "**City**"), and **RANCH ROAD PEPPERGRAS LLC**, a Texas corporation, its successors and assigns ("**Developer**"). In this Agreement, the City and Developer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

## RECITALS

**WHEREAS**, the City and Developer desire to cooperate in the construction of a 15" wastewater line to be located as shown on **Exhibit "A"**, attached hereto and incorporated herein (the "**Project**"), which will be mutually beneficial to the Parties; and

**WHEREAS**, the City agrees to reimburse Developer for a portion of the costs to construct the Project as outlined in **Exhibit "B"**; attached hereto and incorporated herein (the "**City Reimbursement Exhibit**"

**WHEREAS**, the Parties wish to memorialize their respective duties and obligations with respect to the Project;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I.

## TERMS

**A. Recitals.** The Recitals above are incorporated herein.

**B. Developer Participation.** Developer agrees to pay for all costs related to the construction of the Project (the "**Project Costs**") in accordance with the design plans as approved in writing by the City.

**C. City Participation.** The City agrees to reimburse Developer in an amount equal to $38,777.00 as shown on Exhibit "B", conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City.

**D. Reimbursement.** The City will make payment to Developer as required by this Agreement within ten (10) days after the later to occur of: (i) receipt of Developer's written request for payment, (ii) submittal of a pay application from the contractor, and (iii) written confirmation

from the City Engineer that installation has been completed in accordance with the approved plans. The City reserves the right to withhold any reimbursement that is not directly related to the Project.

**II.**

## GENERAL PROVISIONS

**A. Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

**B. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**C. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

**D. Amendments.** Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

**E. Applicable Law; Venue.** This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Bastrop County, Texas.

**F. Force Majeure.** The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**G. Exhibit.** The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit "A" – The Project

**H. Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

**I. Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**J. Notices.** Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY: City of Elgin
Attn: City Manager
310 N. Main St.
Elgin, Texas 78621

DEVELOPER: Ranch Road Peppergrass LLC
Attn: Scott Miller
106 Fallow Way
Bastrop, Texas 78602

**K. No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

*(signatures on following page)*

**CITY OF ELGIN:**

ATTEST:

By: _____
Chris Cannon, Mayor

_____
Amelia Sanchez, City Secretary

Date: _____

**RANCH ROAD PEPPERGRASS LLC:**

By: _____
Scott Miller, Manager

Date: _____

**STATE OF TEXAS** §
§
**COUNTY OF BASTROP** §

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Chris Cannon, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

_____
Notary Public, State of Texas

**STATE OF TEXAS** §
§
**COUNTY OF TRAVIS** §

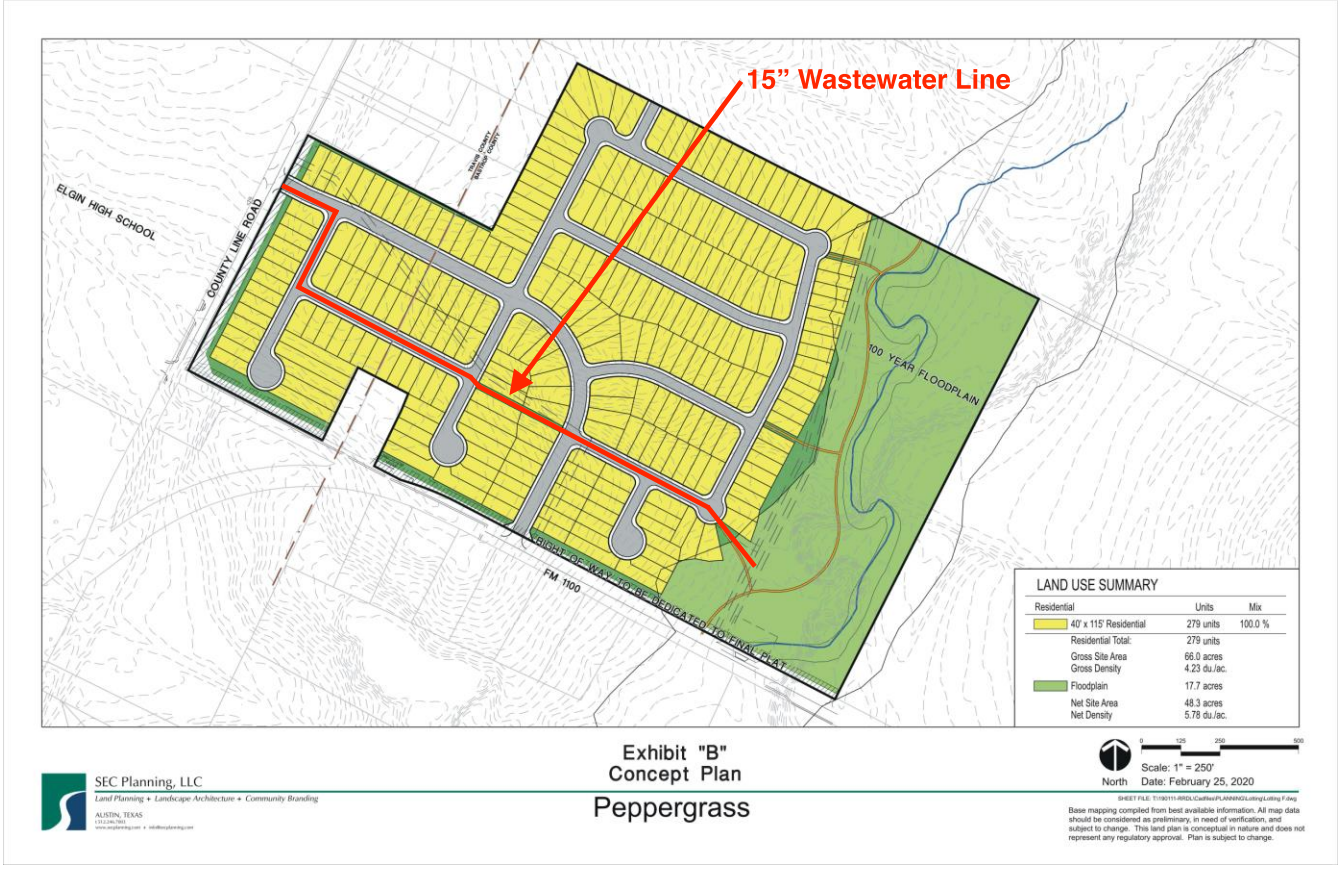
On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Scott Miller, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

_____
Notary Public, State of Texas

EXHIBIT “A”

The Project

**15” Wastewater Exhibit**



# EXHIBIT “B”

## City Reimbursement Exhibit

Exhibit "B"
City Reimbursement Exhibit

| Description | Quantity | Measure | Unit Price | Total |
|---|---|---|---|---|
| *Wastewater Line* | | | | |
| 15" PVC SDR 26 Pipe | 2281 | lf | $52.00 | $118,612.00 |
| Credit for 12" PVC SDR 26 Pipe | 2281 | lf | $35.00 | -$79,835.00 |
| Total City Reimbursement | | | | $38,777.00 |

# Elgin City Council Meeting
# Agenda Item Executive Summary

**ITEM: REVIEW, DISCUSSION AND CONSIDERATION OF A COST SHARING AGREEMENT BETWEEN THE CITY OF ELGIN ("CITY") AND RANCH ROAD PEPPERGRAS LLC ("DEVELOPER") REGARDING CONSTRUCTION OF A 60" STORM DRAINAGE LINE IN THE PEPPERGRASS SUBDIVISION**

## DEPARTMENT:
City Manager

## PROPOSED ACTION:
Approval of a Costs Sharing Agreement between the City and Ranch Road Peppergrass LLC.

## BACKGROUND:
In developing the land shown in Exhibit A of the proposed cost sharing agreement, Ranch Road Peppergrass LLC is required to provide drainage facilities for the development. In considering the overall impact on drainage requirements for this development as well as other developments planned along County Line Road, the City's engineers are recommending an outfall constructed at each of the phased construction segments in lieu of carrying all the water down to Hwy. 290 in the City's piping system and paying a significant amount of money to transport that water. By discharging to Elm Creek at three different locations, a considerable amount of money can be saved on the overall project. This line is sized to convey the "offsite" water through the subdivision and into Elm Creek. This takes into account future County Line Road expansion and existing developments.

Under the terms of the proposed Agreement, the City agrees to reimburse the Developer in an amount not to exceed $337,901.92 as shown on Exhibit "B" of the agreement, conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City. Funding for the reimbursement would come from funds collected from County Line Road participation.

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

## RECOMMENDATION:
Approval of the cost sharing agreement between the City and developer.

## ATTACHMENTS:
Copy of Cost Sharing Agreement

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

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

**COST PARTICIPATION AGREEMENT REGARDING THE CONSTRUCTION OF A 60" STORM DRAINAGE LINE IN THE PEPPERGRASS SUBDIVISION**

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

**THIS COST PARTICIPATION AGREEMENT** (this "**Agreement**") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city (the "**City**"), and **RANCH ROAD PEPPERGRAS LLC**, a Texas corporation, its successors and assigns ("**Developer**"). In this Agreement, the City and Developer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

## RECITALS

**WHEREAS**, the City and Developer desire to cooperate in the construction of a 60" storm drainage line and associated appurtenances to be located as shown on **Exhibit "A"**, attached hereto and incorporated herein (the "**Project**"), which will be mutually beneficial to the Parties; and

**WHEREAS**, the City agrees to reimburse Developer for a portion of the costs to construct the Project as outlined in **Exhibit "B"**; attached hereto and incorporated herein (the "**City Reimbursement Exhibit**"

**WHEREAS**, the Parties wish to memorialize their respective duties and obligations with respect to the Project;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I.

## TERMS

**A. Recitals.** The Recitals above are incorporated herein.

**B. Developer Participation.** Developer agrees to pay for all costs related to the construction of the Project (the "**Project Costs**") in accordance with the design plans as approved in writing by the City.

**C. City Participation.** The City agrees to reimburse Developer in an amount equal to $337,901.92 as shown on Exhibit "B", conditioned upon Developer constructing the Project pursuant to the design plans previously approved by the City.

**D. Reimbursement.** The City will make payment to Developer as required by this Agreement within ten (10) days after the later to occur of: (i) receipt of Developer's written request for payment, (ii) submittal of a pay application from the contractor, and (iii) written confirmation

from the City Engineer that installation has been completed in accordance with the approved plans. The City reserves the right to withhold any reimbursement that is not directly related to the Project.

**E. Alternative Storm Drainage Pipe.** In consideration for a reduction in the amount to be reimbursed by the City, the Developer will be allowed to substitute HDPE pipe to be utilized for the storm drainage system for the project as approved by the City Engineer.

## II.

## GENERAL PROVISIONS

**A. Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

**B. Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**C. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

**D. Amendments.** Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

**E. Applicable Law; Venue.** This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Bastrop County, Texas.

**F. Force Majeure.** The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**G. Exhibit.** The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit "A" – The Project

**H. Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

**I. Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**J. Notices.** Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY: City of Elgin
Attn: City Manager
310 N. Main St.
Elgin, Texas 78621

DEVELOPER: Ranch Road Peppergrass LLC
Attn: Scott Miller
106 Fallow Way
Bastrop, Texas 78602

**K. No Joint Venture.** It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

*(signatures on following page)*

**CITY OF ELGIN:**

ATTEST:

By: _____
Chris Cannon, Mayor

_____
Amelia Sanchez, City Secretary

Date: _____

**RANCH ROAD PEPPERGRASS LLC:**

By: _____
Scott Miller, Manager

Date: _____

**STATE OF TEXAS** §
§
**COUNTY OF BASTROP** §

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Chris Cannon, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

_____
Notary Public, State of Texas

**STATE OF TEXAS** §
§
**COUNTY OF TRAVIS** §

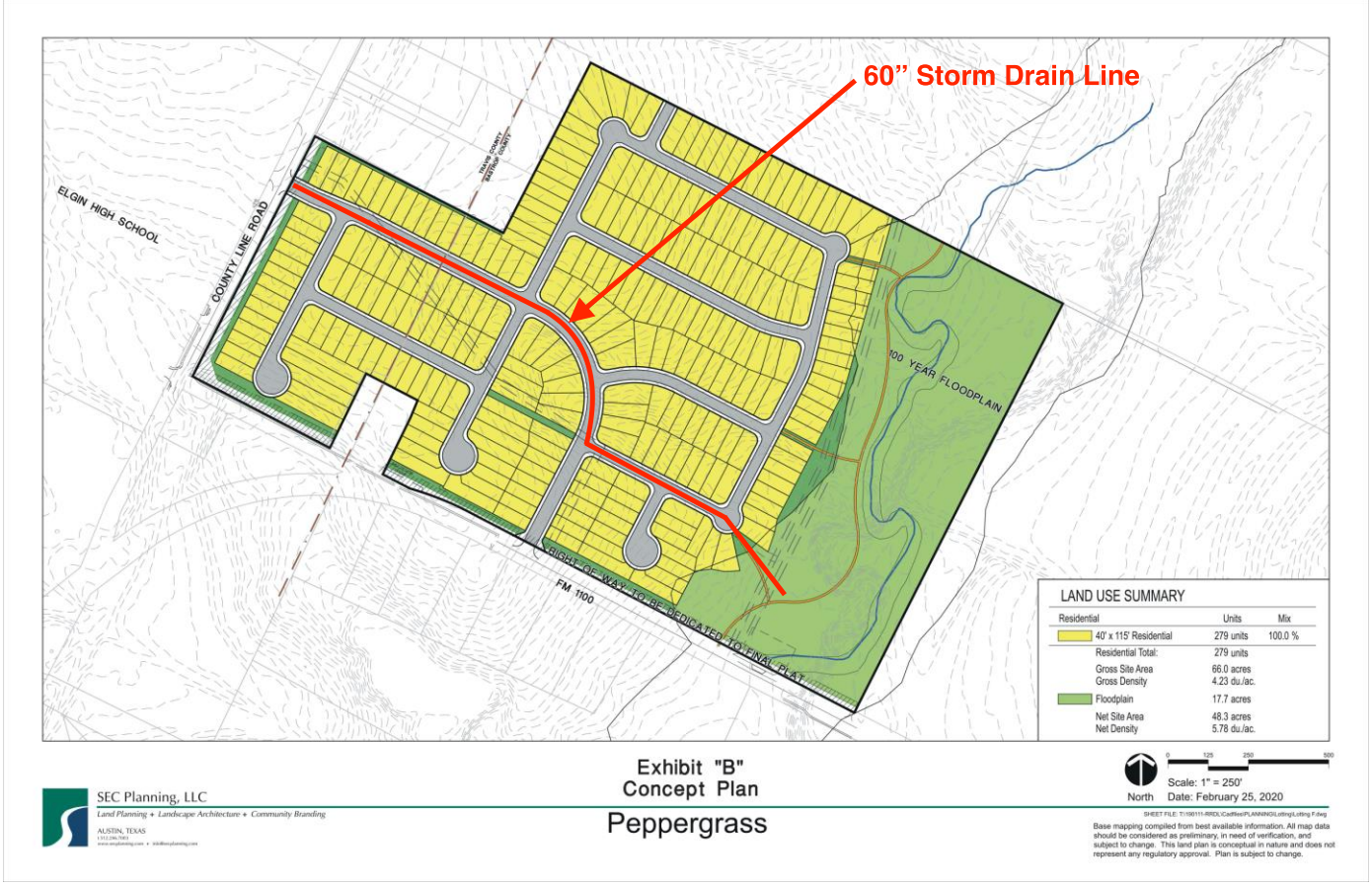
On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared Scott Miller, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

_____
Notary Public, State of Texas

EXHIBIT "A"

The Project

**60" Storm Drain Exhibit**



# EXHIBIT “B”

## City Reimbursement Exhibit

Exhibit "B"
City Reimbursement Exhibit

| Description | Quantity | Measure | Unit Price | Total |
|---|---|---|---|---|
| *Storm Drain Line* | | | | |
| 60" HDPE Pipe | 2043 | lf | $156.00 | $318,708.00 |
| 4' x 4' Grate Inlet | 1 | ea | $3,200.00 | $3,200.00 |
| 12' x 5' Grate Inlet | 1 | ea | $14,500.00 | $14,500.00 |
| 7' x 7' Junction Box SD Manhole | 4 | ea | $6,848.00 | $27,392.00 |
| 60" Outfall | 1 | ea | $8,145.00 | $8,145.00 |
| Trench Safety | 2043 | lf | $1.10 | $2,247.30 |
| Credit for use of HDPE Pipe | 1 | LS | -$25,000.00 | -$25,000.00 |
| Credit for channel to handle offsite flow | 1 | LS | -$30,000.00 | -$30,000.00 |
| Engineering Fees | | % of costs | 5% | $18,709.62 |
| Total City Reimbursement | | | | $337,901.92 |

# Elgin City Council Meeting
# Agenda Item Executive Summary

**ITEM:** An ordinance amending Section 36.12 Acceptance of Subdivision Infrastructure; repealing all other ordinances and parts of ordinances in conflict therewith; and providing a savings clause and repealing conflicting ordinances and resolutions.

**DEPARTMENT:** Development Services

**PROPOSED ACTION:** Discussion, consideration, and action on an ordinance modifying Section 36.12 Acceptance of Subdivision Infrastructure; repealing all other ordinances and parts of ordinances in conflict therewith; and providing a savings clause and repealing conflicting ordinances and resolutions.

**BACKGROUND:** On December 3, 2019, the City Council passed modifications to Chapter 36, Subdivisions through an Ordinance. Part of this modification dealt with acceptance of subdivision infrastructure by the City from a subdivision developer for ownership and maintenance. That change required the City Council to pass a resolution accepting this infrastructure on behalf of the City.

In consultation with the City Attorney it has been recommended to change the Code to reflect an administrative approach to the acceptance of infrastructure. Therefore, this code change will move acceptance of subdivision infrastructure from a resolution of the City Council to written acceptance from the City on City letterhead.

## BUDGET/FINANCIAL IMPACT:

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

## ATTACHMENTS:

Ordinance with Exhibit "A"

**{ } 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. 2020-05-12-____**

**AN ORDINANCE AMENDING SECTION 36.12 ACCEPTANCE OF SUBDIVISION INFRASTRUCTURE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.**

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

I.

That Section 36.12 Acceptance of Subdivision Infrastructure; revised Code of Ordinances, City of Elgin, Texas, is hereby amended as shown below:

Sec. 36-12. - Acceptance of subdivision infrastructure.

(a) *Infrastructure acceptance.* Acceptance of subdivision infrastructure can only be filed by the applicant once as-builts have been approved by the city.

(b) *Conditions of city acceptance of infrastructure improvements.* The city shall not own, repair, or maintain infrastructure improvements in any subdivision unless ~~a resolution has been adopted by the city council~~ the City ~~that~~ accepts the~~se~~ specified infrastructure improvements in writing on City letterhead and the city ~~has acquired~~ must have maintenance fiscals ~~before the council hearing~~ in place to City satisfaction and in accordance with the requirements of this chapter before acceptance.

(c) *Minimum timeframe for maintenance fiscals.* These must have a minimum timeframe of two years from the appropriate authority sign offs in section 36-11.

II.

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

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

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

**READ, PASSED,** and **ADOPTED** on first reading this the 12th day of May 2020.

_____

CHRIS CANNON, MAYOR

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 A LEASE PURCHASE AGREEMENT TO FINANCE ACQUISITION OF HARDWARE AND SOFTWARE TO AUTOMATE DOCUMENT IMAGING, DATA HOSTING AND RETRIEVAL SERVICES FOR CITY DOCUMENTS GENERATED BY ALL DEPARTMENTS IN CONDUCTING DAY TO DAY OPERATIONS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT**

**DEPARTMENTS:** Finance

**PROPOSED ACTION:** Adopt Resolution as presented

**BACKGROUND:** On March 3, 2020 the City Council Approved an Agreement with COMPU-DATA that will automat document imaging, data hosting and retrieval services for all City departments for all documents generated during their day to day operations. In order to finance the related hardware and software, it was anticipated that a lease purchase agreement would be used to finance $101,111 of the cost for a period of 36 months.

Hewlett Packard Financial Services has offered such services at an annual percentage rate of 3.38%. Funding for capital lease payments are proposed to come from the debt portion of the property tax.

## BUDGET/FINANCIAL IMPACT:

**Funding for this item was { } included { } not included in the current-year budget {X} N/A**
Annual payments over the next three years would be $33,703.73 per year.

**RECOMMENDATION:** Adopt Resolution as presented.

**ATTACHMENTS:** 1.)Resolution that includes a copy of the proposed terms and conditions for financing the total cost of $101,111.20 (EXHIBIT A.)

**{X} Staff will be making a brief presentation on this agenda item at the meeting and will be available to answer any questions related thereto.**

*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 A LEASE PURCHASE AGREEMENT TO FINANCE ACQUISITION OF HARDWARE AND SOFTWARE TO AUTOMATE DOCUMENT IMAGING, DATA HOSTING AND RETRIEVAL SERVICES FOR CITY DOCUMENTS GENERATED BY ALL DEPARTMENTS IN CONDUCTING DAY TO DAY OPERATIONS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT**

**WHEREAS**, the City Council approved an amended agreement for document management services with Compu-data on March 3, 2020, to automate the conversion storage and retrieval of documents generated by all city departments; and

**WHEREAS**, the prior resolution provided funding the initial phase of the project with the remaining amount to be secured through a lease purchase arrangement at a later date; and

**WHEREAS**, Hewlett Packard Financial Services Company has offered its services to provide funding at a competitive rate over a three-year period; and

**WHEREAS,** the terms and conditions of the proposed terms and conditions of the lease purchase agreement are shown in the attached document as EXHIBIT A including an Addendum that includes a non-appropriations clause, to protect the City in the event of lack of funding in any particular fiscal year:

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

The City Council approves the Lease Purchase Agreement with HPE as shown in EXHIBIT A attached and that the Mayor is authorized on behalf of the City to execute said Agreement which are incorporated herein for all purposes.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS **12TH** DAY OF **MAY**, 2020.

_____

Chris Cannon, Mayor

ATTEST:

_____

Amelia Sanchez, City Secretary

# EXHIBIT A

When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us and our in this Lease, we mean the Lessor, Hewlett-Packard Financial Services Company, is 200 Connell Drive, Suite 5000, Berkeley Heights, NJ 07922

## STATE AND LOCAL GOVERNMENT SINGLE SCHEDULE LEASE PURCHASE AGREEMENT (Texas)

| | | | |
|---|---|---|---|
| **CUSTOMER INFORMATION** | Lessee Name<br>Elgin, City of | | Tax ID # |
| | Billing Street Address/City/County/State/Zip<br>310 N. Main Street, Elgin, TX, 78621, UNITED STATES | Phone No. | Lease # 5520920734USA1 |
| | Equipment Location Street Address/City/County/State/Zip<br>310 N. Main Street, Elgin, TX, 78621, UNITED STATES | Phone No. | Schedule #5520920734USA1 |
| **SUPPLIER INFORMATION** | Supplier Name ("Supplier")<br>Compu-Data International, LLC | Phone No. | Fax No. |
| | Street Address/City/State/Zip<br>14610 Falling Creek Dr., Houston, TX, UNITED STATES | Contact Name: | |
| **EQUIPMENT DESCRIPTION** | Quantity | Make/Model<br>See quote form 2/6/2020 | Price Each/Extension<br>$101,111.20 |

| | | | | | |
|---|---|---|---|---|---|
| **TERM AND LEASE PAYMENT SCHEDULE** | Lease Term (Months)<br>36 | Lease Payment<br>$2957.50 | Documentation Fee<br>N/A | Payment Timing (Check one)<br>☐Advance<br>☒Arrears | Plus Applicable Taxes and Insurance |
| | Additional Provisions | | Total Cash Price<br>$101,111.20 | Payment Frequency (Check one)<br>☒Monthly<br>☐Quarterly<br>☐Semi Annual<br>☐Annually<br>☐Other | |
| | | | Annual Rate of Interest<br>3.38% | Latest Commencement Date<br>May 31, 2020 | |

**PART I**

You agree to lease the equipment described above (collectively, "Equipment") on the terms and conditions of this lease agreement ("Lease"). The term of this Lease is set forth above. This Lease shall be effective with respect to the Equipment from and after the date of your acceptance of the Equipment. Each Lease Payment (singly, a Lease Payment and collectively, the "Lease Payments") are to be made in the manner specified above and shall commence on the date the Equipment is accepted by you as evidenced by your execution and delivery to us of a Delivery and Acceptance Certificate with respect to the Equipment. You must notify us of any change in the Equipment to be included in any proposed Lease and we reserve the right to accept or reject such change. Our acceptance of this Lease shall be evidenced by our execution hereof.

**PART II**

1. TERMS AND CONDITIONS. In consideration of our purchase of the Equipment selected by you, we lease to you, and you lease from us, the Equipment identified above pursuant to the terms and conditions set forth herein. **THIS LEASE AND THE DOCUMENTS REFERRED TO HEREIN CONSTITUTE THE FULL AND ENTIRE AGREEMENT** between you and us in connection with the Equipment and **MERGES ANY OTHER UNDERSTANDING.** In no case shall the preprinted terms and conditions on the Supplier's standard transactional documentation (e.g., order forms and invoices) apply to us. Neither you nor we rely on any other statement, representation or assurance of ours. This lease can be neither canceled nor modified except by a written agreement signed by both parties.

2. YOUR WARRANTIES TO US. You expressly represent and warrant to us, and we rely on, each of the following statements: (a) you have read and understood this Lease; (b) you have selected the equipment and specifications, and the equipment will meet your needs; (c) you will authorize us to pay for the Equipment only after you have received and accepted the Equipment as fully operable for your purposes; (d) the interest portion of the Lease Payments shall be excluded from gross income for federal income tax purposes, and you will do nothing to cause, nor fail to take action which results in, the interest portion of the Lease Payments being includible in gross income for federal income tax purposes; (e) **NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY OF ITS SALESPERSONS ARE, OR HAVE ACTED AS, OUR AGENTS OR EMPLOYEES;** (f) financial information and other statements provided to us are accurate and correct and will be updated upon our request during the term of this Lease; g) you are a political subdivision or agency or department of a State; (h) the entering into and performance of this Lease are authorized under the laws and constitution of your state and do not violate or contradict any judgement, law, order, or regulation, or cause any default under any agreement to which you are a party; (i) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; j) this Lease is a legal, valid and binding obligation enforceable in accordance with its terms; (k) you have sufficient appropriated funds or other moneys available to pay all amounts due under this Lease for your current fiscal period; (l) the use of the Equipment is essential for your proper, efficient and economic

# EXHIBIT A

operation, you will be the only entity to own, use or operate the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes; (m) You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited. Upon our request, you agree to provide us with an opinion of counsel as to clauses (g) through (j) above, a certificate of appropriations as to clause (k) above, an essential use letter as to clause (l) above, and any other documents that we request, including information statements to be filed with the Internal Revenue Service, with all such documents being in a form satisfactory to us.

3. **YOUR WAIVER OF DAMAGES AND WARRANTIES FROM US. YOU LEASE THE EQUIPMENT FROM US "AS IS, WHERE IS." EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER AND YOU HEREBY WAIVE ANY SUCH CLAIM AGAINST US. ALL WARRANTIES FROM THE SUPPLIER TO US, TO THE EXTENT ASSIGNABLE, ARE HEREBY ASSIGNED TO YOU FOR THE TERM OF THIS LEASE FOR YOUR EXERCISE AT YOUR EXPENSE. YOU SHALL HOLD US HARMLESS AND SHALL BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION OR WARRANTY BY THE SUPPLIER OR SALESPERSON IS BINDING ON US NOR SHALL BREACH OF SUCH WARRANTY RELIEVE YOU OF YOUR OBLIGATIONS TO US. IN NO CASE SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

4. PAYMENTS. You agree to make Lease Payments as set forth above and to pay such other charges as provided herein. **IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THIS LEASE SHALL BE NON-CANCELABLE (EXCEPT AS SET FORTH IN SECTION 6 HEREOF), AND THAT THIS LEASE IS A NET LEASE. YOU AGREE THAT YOU HAVE AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE.** You hereby authorize us to reduce the lease payments by up to twenty percent (20%) in the event that the actual total cost of the equipment at the time of closing is less than the estimate. Lease Payments shall be increased by any cost or expense we incur to preserve the Equipment or to pay taxes, assessments, fees, penalties, liens, or encumbrances. Unless we give written notice of a new address, all payments under this Lease shall be sent to us at the address provided at the beginning of this Lease. Each payment received, at our discretion, will be applied first to the oldest charge due under this Lease. **YOU AGREE THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS YOU MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATION, CAPABILITY, INSTALLATION, OR REPAIR AND REGARDLESS OF ANY CLAIM, SETOFF, DEFENSE YOU MIGHT HAVE AGAINST THE SUPPLIER, MANUFACTURER, SALESPERSON, OR OTHER THIRD PARTY.** Without our prior written consent, any payment to us of a smaller sum than due at any time under this Lease shall not constitute a release or an accord and satisfaction for any greater sum due, or to become due, regardless of any endorsement restriction, unless otherwise agreed by both parties in a signed writing.

5. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive, chief financial or administrative officer will provide for funding for such payments in your annual budget request submitted to your governing body. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

6. NONAPPROPRIATIONS OF FUNDS. If (i) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for all Lease Payments and all other payments due under this Lease for such fiscal period, and (ii) you have exhausted all funds legally available for such payments, then you will give us written notice and return the Equipment to us, and this Lease will terminate as of the last day of the fiscal period for which funds are available to pay amounts due under this Lease. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available.

7. TAXES, ASSESSMENTS AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each invoice or annually, as invoiced. In addition, you authorize us to file at our option financing statements and/or fixture filings without your signature. If we request, you will execute such financing statements and/or fixture filings. To the extent permitted by law, you hereby grant us a security interest in all Lease Payments and Equipment, and all of your interest therein, and all proceeds and products thereof. You agree to pay us a documentation fee to be billed with the first Lease Payments to cover account setup and administrative costs. You agree to reimburse us for reasonable costs incurred in collecting taxes, assessments, or fees for which you are liable, and any collection charges attributable thereto, including reasonable attorney fees.

8. NOTICE. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid.

9. **SUCCESSORS AND ASSIGNMENTS. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT,** and even with our consent, you shall remain jointly and severally liable to the full extent with your assignee. **WE WILL NOT SELL, DISCOUNT, FACTOR, HYPOTHECATE OR OTHERWISE DISPOSE OF OUR INTEREST IN THE EQUIPMENT OR THIS LEASE.**

10. OWNERSHIP AND TITLE. You will have title to the Equipment upon your acceptance of it; provided, however, that title will immediately vest in us or our assignee if this Lease is terminated because you have not appropriated funds for payment of Lease Payments or other amounts due hereunder, as provided in Section 6 of this Lease or if you are in default of this Lease pursuant to the terms of Section 16 of this Lease. We have the right to inspect the Equipment, and have the right to affix and display a notice of our security interest in the Equipment. The Equipment shall remain personal property whether or not affixed to realty and shall not be part of any real property on which it is located. At our request, you shall obtain a landlord and/or mortgage waiver for the Equipment. All additions, attachments, and accessories placed on the Equipment become part of the Equipment unless removed prior to the termination of this Lease. You agree to maintain the Equipment so that it may be removed from the property or building where located without damage.

# EXHIBIT A

11. OPERATION AND TERMINATION. You shall be solely responsible for the installation, operation, and maintenance of the Equipment, shall keep it in good condition and working order, and shall use and operate the Equipment in compliance with applicable laws. If the Equipment is of the type not normally maintained by you, then you, at your expense, shall maintain in full force and effect throughout the term of this Lease Supplier's standard maintenance contract. You agree to keep and use this Equipment only at the address specified above, to never abandon or move the Equipment from that address, nor relinquish possession of the Equipment except to our agent. If you are required to return the Equipment to us for any reason, you shall, at your expense, wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, immediately crate, insure and return the Equipment to the designated location in as good a condition as when you received it, excepting only reasonable wear and tear. In the case of any item of Software to be returned to us, you will also deliver to us the original certificate of authenticity issued by the licensor of such Software, if any.

12. RISK OF LOSS AND INSURANCE. During the term of this Lease, you bear the entire risk of loss or damage to the Equipment. You shall immediately notify us of the occurrence of any loss or other occurrence affecting our interests and shall make repairs or corrections at your expense. In such event, and to the extent permitted by law, you agree to continue to meet all payment and other obligations under this Lease. You agree to keep the Equipment insured at your expense against risks of loss or damage from any cause whatsoever. You agree that such insurance shall not be less than the replacement value of the Equipment. You also agree that the insurance shall be in such additional amount as is reasonable to cover us for public liability and property damage arising from the Equipment or your use of it. You agree to name us as the loss payee and an additional insured. Upon our request, you agree to furnish proof of each insurance policy including a certificate of insurance and a copy of the policy. The proceeds of such insurance shall be applied at our sole election toward the replacement or repair of the Equipment or payment towards your obligations. If you so request and we give our prior written consent, in lieu of maintaining insurance as described herein, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect with such insurance risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

13. INDEMNITY. You agree, to the extent permitted by law, to indemnify and hold us harmless from and against, any and all losses, damages, injuries, claims, demands, and expenses, including any and all attorney's fees and legal expenses ("Claims") arising from or caused by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of any item of Equipment.

14. TRANSFER OF EQUIPMENT AT END OF TERM OF LEASE AND PURCHASE OPTION. When you have paid all Lease Payments and all other amounts due under this Lease and have satisfied the other terms of this Lease, we shall transfer all of our interest in the Equipment to you "AS IS, WHERE IS," without any warranty, express or implied, from us. With 30 days prior written notice, you may purchase the Equipment (other than software that we may not be authorized to sell) on any Lease Payment date for an amount equal to the rent due on the Lease Payment date, the remaining Lease Payments due under this Lease discounted at the annual rate of 3% and all other amounts due under this Lease. You may exercise this purchase option only if you are not in default under the terms of this Lease.

15. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, you agree to pay us: (i) in the first month, a late charge to compensate us for collecting and processing the late sum, such late charge is stipulated and liquidated at the greater of $.05 per dollar of each delayed sum or $15; plus (ii) a charge for every month after the first month in which the sum is late to compensate us for the inability to reinvest the sum, such charge is stipulated and liquidated at 1 1/2% per month, or when less, the maximum allowed by law.

16. DEFAULT. You shall be in default of this Lease on the occurrence of any of the following events: (a) you fail to pay any Lease Payment or any other amount due under this Lease within 10 days after it first becomes due; (b) you assign, move, pledge, sublease, sell or relinquish possession of the Equipment, or attempt to do so, without our written authorization; (c) you breach any other obligations under this Lease, or any other agreement with us, and fail to cure such breach within ten days after we send notice of the existence of such breach; (d) you breach any warranty to us; (e) any execution or writ of process is issued in any action or proceeding to seize or detain the Equipment; or (f) you file a voluntary petition in bankruptcy, you are adjudicated as a bankrupt, or any proceeding is filed against you under the bankruptcy or similar laws of the United States or the state where the Equipment is located, and the proceeding is not dismissed within 60 days after filing.

17. REMEDIES. Should you default, we have the right to collect and to exercise any or all of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, all Lease Payments for the remainder of your current fiscal period; (c) we have the right to immediately retake possession of the Equipment without any court order or other process of law and for such purpose may enter upon any premises where the Equipment may be, remove the same and apply any proceeds from any sale or lease of the Equipment to the payment of amounts which would have been due, if the default had not occurred; and (d) we have the right to exercise any remedy at law or equity, notice thereof being expressly waived by you. Our delay or failure to exercise a remedy constitutes neither a waiver of any other remedy or a release of your liability to return the Equipment or for any loss or Claim with respect thereto. You shall be liable for all reasonable costs and expenses incurred in the repossession, recovery, storage, repair, sale, re-lease or other disposition of the Equipment.

18. SEVERABILITY. The provisions of this Lease are severable and shall not be affected or impaired if any one provision is held unenforceable, invalid, or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform to such statute or rule.

19. RELEASES. To the extent permitted by applicable law, you hereby waive your rights to: (a) cancel or repudiate this Lease; (b) revoke acceptance of or reject the Equipment; (c) claim a security interest in the Equipment; (d) accept partial delivery of the Equipment; (e) sell or dispose of the Equipment upon rejection or revocation; (f) seek "cover" in substitution for this Lease from us.

20. MITIGATION OF DAMAGES. Should we use or dispose of any returned or repossessed Equipment, we will credit the amount that you owe with any excess which we actually recover over the cost of retaking and disposing of the Equipment. Any action under this Lease by you for claims against us for indemnity, misrepresentation, breach of warranty and contract default or any other matter shall be commenced within one (1) year after any such cause of action accrues. The provisions of this Section 20 shall be applied only to the extent permitted by the laws of the state where the Equipment is located.

21. MISCELLANEOUS. Regardless of any conflicting provisions in this Lease, this Lease will be governed by the laws of the state in which the Equipment is located. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and such excess payment will be applied to Lease

# EXHIBIT A

Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. All representations, warranties and covenants made by you hereunder shall survive the termination of this Lease and shall remain in full force and effect. All of our rights, privileges and indemnities under this Lease, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the expiration or termination of this Lease, shall survive such expiration or termination and be enforceable by us and our successors and assigns. You agree that we may disclose any information provided by you to us or created by us in the course of administering this Lease to any of our parent or affiliates.

**BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS LEASE.**

| **Elgin, City of** | **HEWLETT-PACKARD FINANCIAL SERVICES COMPANY** |
|---|---|
| X _____ | X _____ |
| Authorized Signature | Authorized Signature |
| _____ | _____ |
| Print Name & Title Date | Print Name & Title Date |

## CERTIFICATION

I, the undersigned, DO HEREBY CERTIFY that I am a duly elected or appointed and acting officer (or duly authorized designee of such officer) of _____ (the "Customer"), a political subdivision or agency or department of the State of _____ and that I have custody of the records of the Customer; that the individual executing the above State and Local Government Single Schedule Lease Purchase Agreement (the "Lease") on behalf of the Customer is incumbent in the office printed or typed below his/her signature and is duly authorized to execute and deliver the Lease and all related documents, in the name and on behalf of the Customer; and that the signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of the Customer this ____ day of _____, 20__.

_____
Certifier's Signature [To be executed by person other than individual executing above lease.]

_____
Print Name

_____
Print Title

EXHIBIT A

Lease No. 5520920734USA1
Schedule No. 5520920734USA1

# STATE AND LOCAL GOVERNMENT LEASE PURCHASE ADDENDUM (TEXAS)

| | | | |
|---|---|---|---|
| **CUSTOMER INFORMATION** | Lessee Name<br>Elgin, City of<br>Billing Street Address/City/County/State/Zip<br>310 N. Main Street, Elgin, TX, 78621, UNITED STAT | Annual Rate of Interest | 3.38% |

**Lessor (also referred to as "we", "us" and "our") and Lessee (also referred to as "you" and "your") hereby enter into this Addendum to supplement the provisions of the lease agreement identified by the Lease Number and Schedule Number specified above ("Lease"). Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, this Addendum will control and prevail.**

1. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the lease term. You affirm that funds to pay Lease Payments and other payments under the Lease are available for your current fiscal year. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. This Section 1 of the Addendum replaces the Section of the Lease entitled "FUNDING INTENT".

2. **NON-APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated and budgeted by your governing body in any fiscal year for all Lease Payments or other payments due under the Lease, the Lease will terminate as of the last day of your fiscal year for which funds for Lease Payments are available during such period. You will give us written notice within fifteen (15) days of the occurrence of such non-appropriation. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the provisions of the Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing similar functions to the Equipment during your fiscal year in which such termination would occur and (y) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease Payments. This Section 2 of the Addendum replaces the Section of the Lease entitled "NON-APPROPRIATION OF FUNDS".

3. **CHOICE OF LAW.** Regardless of any conflicting provisions in the Lease, **THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.**

| **LESSEE: Elgin, City of** | **LESSOR: HEWLETT PACKARD FINANCIAL SERVICES COMPANY** |
|---|---|
| By: x<br>Authorized Signature | By: x<br>Authorized Signature |
| Type/Print Name & Title | Type/Print Name & Title |
| Date | Date |