



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 18, 2022
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

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

VI. CITY MANAGERS REPORT

1. Introduction Of New Hires Oct - Jan

Documents:

[EX SUMMARY-NEW HIRES.PDF](#)
[COUNCIL INTROS JANUARY 2022.PDF](#)

2. General Activity Report And/Or Project Update

Documents:

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

3. 1st Qtr FY2022 Investment Report

Documents:

[1ST QTR FY2021-22 INVESTMENT REPORT EX SUMMARY.PDF](#)
[1ST QTR FY2021-22 INVESTMENT REPORT.PDF](#)

4. Monthly Reports By Department

Documents:

[EX SUMMARY MONTHLY DEPT REPORT - OCT 2021.PDF](#)
[EX SUMMARY MONTHLY DEPT REPORT - NOV 2021.PDF](#)
[02 MONTHLY REPORTS OCT DATA FY2021-22.PDF](#)
[02 MONTHLY REPORTS NOV DATA FY2021-22.PDF](#)

VII. CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that are considered to be self-explanatory by the City Council and will be enacted with one motion, one second, and one vote. Any member of the City Council may pull any item from the Consent Agenda in order that the City Council discuss and act upon it individually as a part of the Regular Agenda.

1. City Council Regular Meeting Minutes - January 4, 2022

Documents:

[EX SUMMARY- JANUARY 4, 2022 REGULAR MEETING MINUTES.PDF](#)
[01-04-22 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO COUNTY LINE ROAD WIDENING PHASE II PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

[EXSUMMARY - AUTH TRC CLRDPHS2.PDF](#)
[RESAUTH TRCCLRD2122.PDF](#)
[COUNTY LINE ROAD WIDENING PHASE II.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PISTOL HILL WATER STORAGE TANK AND BOOSTER STATION IMPROVEMENTS PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EXSUMMARY - AUTH TRC PISTHILL.PDF](#)
[RESAUTH TRCPISTHILL122.PDF](#)
[PISTOL HILL BOOSTER STATION IMPROVEMENTS.PDF](#)

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING AND SUPPORTING

**A PROPOSAL FOR CERTAIN FACILITY IMPROVEMENTS BY THE BASTROP
CENTRAL APPRAISAL DISTRICT; MAKING FINDINGS OF FACT; AND PROVIDING
FOR RELATED MATTERS**

Documents:

[EXSUMMARY - BCAD FACIL IMP.PDF](#)
[RESBCADFACILPLN122.PDF](#)
[BASTROP CAD NOTICE OF PROPOSAL AND RESOLUTION.PDF](#)
[ESTIMATED ALLOCATION.PDF](#)

VIII. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY
MANAGER TO EXECUTE A MASTER AGREEMENT FOR TRANSFER OF CERTAIN
RETAIL WATER CCN SERVICE AREA FROM THE AQUA WATER SUPPLY
CORPORATION TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS
RELATED THERETO**

Documents:

[EX SUMMARY - AQUA MASTER TRANSFER.PDF](#)
[RESOAQUAMASTER122.PDF](#)
[DRAFT MASTER CCN TRANSFER AGREEMENT - AWSC AND COE -
NOVEMBER 12 2021 \(005\).PDF](#)

- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AMENDMENT
TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE HOMESTEAD
ESTATES WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN
AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - AQUA 2 TRANSFER122.PDF](#)
[RESOAQUA2TRANS122.PDF](#)
[EXHIBIT B-2 \(HOMESTEAD\).PDF](#)
[\[2\] AQUA CCN TRANSFER EXHIBITS-HOMESTEAD.PDF](#)

- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AMENDMENT
TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE HARVEST
RIDGE MUD WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF
ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - AQUA 1 TRANSFER122.PDF](#)
[RESOAQUA1TRANS122.PDF](#)
[EXHIBIT B-1 \(HARVEST RIDGE\).PDF](#)
[\[1\] AQUA CCN TRANSFER EXHIBITS-HARVEST RIDGE.PDF](#)

- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AMENDMENT
TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE ELGIN
BUSINESS PARK III WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY
OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - AQUA 3 TRANSFER122.PDF](#)

[RESOAQUA3TRANS122.PDF](#)
[EXHIBIT B-3 \(BUSINESS PARK III\).PDF](#)
[\[3\] AQUA CCN TRANSFER EXHIBITS-EBPIII.PDF](#)

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE LARSON TRACT PDD WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - AQUA 4 TRANSFER122.PDF](#)
[RESOAQUA4TRANS122.PDF](#)
[EXHIBIT B-4 \(LARSON TRACT\).PDF](#)
[\[4\] AQUA CCN TRANSFER EXHIBITS-LARSON TRACT.PDF](#)

6. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND WISEPADS LLC AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT

Documents:

[EXSUMMARY WISEPADS CONTRACT.PDF](#)
[RESOLUTION FOR WISEPADS REAL ESTATE CONTRACT \(CITY COUNCIL\).PDF](#)
[WISEPADS LLC CONTRACT ELGIN FINAL.PDF](#)

7. A RESOLUTION BY THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT AND SUSTAINMENT FUNDING INTERLOCAL AGREEMENT FOR THE CITY OF ELGIN TO BECOME A PARTNER CITY WITH THE AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC).

Documents:

[EX SUMMARY- INTERLOCAL AGREEMENT FOR THE CITY OF ELGIN TO BECOME A PARTNER WITH ARIC.PDF](#)
[RES-ARIC INTERLOCAL AGREEMENT.PDF](#)
[ORIGINAL INTERLOCAL AGREEMENT ARIC 2010.PDF](#)
[ORIGINAL INTERLOCAL SUSTAINMENT OF FUNDING 2012.PDF](#)
[AMENDMENT THREE - SUSTAINMENT FUNDING FIR ARIC.PDF](#)
[AMENDMENT THREE COOPERATION AGREEMENT ARIC.PDF](#)

8. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2021-22 Annual Operating Budget

Documents:

[EX SUMMARY - NONPROFIT FUNDING.PDF](#)
[NON PROFIT APPLICATIONS AT A GLANCE.XLSX](#)

9. Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including The Planning & Zoning Commission, Board Of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board Of Directors, Tax Increment Reinvestment Zone Board Of Directors, Historic Review Board, Main Street Board Of Directors, And Building Standards Commission

Documents:

[EXSUMMARY- BOARDS AND COMMISSON APPOINTMENTS2.PDF](#)
[BOARDS AND COMMISSIONS APPOINTMENTS AND REAPPOINTMENTS
MEMO.PDF](#)
[ORD2017-10-10-19 RULES AND PROCEDURES FOR BOARDS AND
COMMISSIONS.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

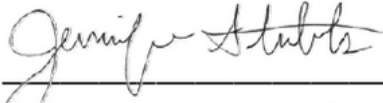
XII. ADJOURMENT

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

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, Jennifer Stubbs, 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 Thursday, January 13, 2022, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script, reading "Jennifer Stubbs", positioned above a horizontal line.

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Introduction of New Employees

DEPARTMENT: Human Resources

PROPOSED ACTION: N/A

BACKGROUND: New City Employees hired from October 2021 – January 2022.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION:

ATTACHMENTS:

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

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

New Hire Report

Employee Name	Date of Hire	Occupation
Adrian, Giovanni	1/3/2022	Maintenance Tech
Espinosa, Christopher	12/13/2021	Laborer
Kisamore, James	1/3/2022	Laborer
Wheeler, Sydney	12/13/2021	Laborer
Altgilbers, Amy	12/6/2021	Detective
Bradley, Reuben	9/29/2021	Patrol
Dreiss, Colten	1/5/2022	Patrol
Mahoney , Daniel	11/1/2021	Admin Assistant
Rivera, William	11/29/2021	Patrol
Fiedorowicz , Keely	10/8/2021	Rec Assistant PT
Salaverria , Maria	9/30/2021	Rec Assistant PT
Shelby, Mariana	10/19/2021	Rec Assistant PT
Snowden, Kaitlyn	1/5/2022	Rec Assistant PT
White , Markalia	10/20/2021	Rec Assistant PT
Rodriguez, Nelda	12/13/2021	HR Assistant



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: 1st Quarter Investment Report – Fiscal Year 2021-2022

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept the Report

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

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 ☒ N/A

Finance Approval:

Signature: Mysty Nauck Date: 01/10/2022

RECOMMENDATION: Review and Approve

ATTACHMENTS: Signed Quarterly Investment Report

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

☐ Staff will provide brief comments and answer questions on this item at the meeting.

☒ This is a routine procedural item and no presentation is planned for the meeting.

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

1st Quarter Investment Report- Fiscal Year 2022

OPERATING ACCOUNTS -

Financial

<u>Institution</u>	<u>Fund</u>	<u>Account Name</u>	<u>Beginning</u> <u>10/1/2021</u>	<u>Total Deposits /</u> <u>(Withdrawals)</u>	<u>Total</u> <u>Interest</u>	<u>Ending</u> <u>12/31/2021</u>	<u>Int. Rate</u>
First National Bank							
	99	Main Checking	1,170,877.95	3,672,230.61	2,849.81	4,845,958.37	0.40%
	001	Police Seizure Chapter 59	2,327.49	-	2.35	2,329.84	
	072	General - ATS Clearing	0.44	(0.44)	-	0.00	
	002	USDA Rural Dev	2,486.02	(2,486.87)	1.64	0.79	
	001	Money Market General Operations	182.22	-	0.18	182.40	
		Sub-total	1,175,874.12	3,669,743.30	2,853.98	4,848,471.40	
		TOTAL - DEPOSITS	1,175,874.12	3,669,743.30	2,853.98	4,848,471.40	

CAPITAL IMPROVEMENT FUNDS

<u>Financial</u> <u>Institution</u>	<u>Fund</u>	<u>Account Name</u>	<u>Beginning</u> <u>10/1/2021</u>	<u>Total of</u> <u>Deposits /</u> <u>(Withdrawals)</u>	<u>Interest</u>	<u>Ending</u> <u>12/31/2021</u>	<u>WAM*</u>
Logic							
		CO Series 2015- Proceeds	1.67	-	-	1.67	
		CO Series 2016 - Proceeds	3,989,986.39	(1,243,979.56)	368.49	2,746,375.32	2.41%
		CO Series 2019A - Proceeds	321,326.50	(22,249.90)	37.83	299,114.43	2.62%
		CO Series 2019B(TIRZ) Proceeds	147.57	-	-	147.57	
		General Fund Reserves	3,001,147.21	-	375.79	3,001,523.00	
		Unencumbered Reserves	250,095.63	-	31.31	250,126.94	
		CO Series 2021 - Proceeds	14,409,027.64	-	1,804.18	14,410,831.82	3.55%
		CLFRF Proceeds	1,277,860.10	-	160.00	1,278,020.10	
		CO Series 2021A	-	12,205,000.00	471.40	12,205,471.40	3.39%
		Sub-total	23,249,592.71	10,938,770.54	3,249.00	34,191,612.25	3.00%
		TOTAL - INVESTMENTS	23,249,592.71	10,938,770.54	3,249.00	34,191,612.25	
		TOTAL - DEPOSITS AND					
		INVESTMENTS	24,425,466.83	14,608,513.84	6,102.98	39,040,083.65	

* Weighted Average to Maturity (WAM)

Signature

Mysty Nauck
Interim CFO



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Departmental Monthly Report – Period ending October 31, 2021

DEPARTMENT: Administration

PROPOSED ACTION: No action required on this item

BACKGROUND: Monthly Reports by Department

Attached is the Monthly Operations Report as of October 31, 2021, representing changes in work load indicators for October 2020 and October 2021 and Year-to-Date for:

HR, Municipal Court, Development Services, Library, Rec Center, Public Works, Water, Wastewater, Trash Collection, and Police

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: Mysty Nauck Date: 1/4/2022

RECOMMENDATION:

ATTACHMENTS: Monthly Activity Report

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

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item and no presentation is planned for the meeting.

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Departmental Monthly Report – Period ending November 30, 2021

DEPARTMENT: Administration

PROPOSED ACTION: No action required on this item

BACKGROUND: Monthly Reports by Department

Attached is the Monthly Operations Report as of November 30, 2021, representing changes in work load indicators for November 2020 and November 2021 and Year-to-Date for:

HR, Municipal Court, Development Services, Library, Rec Center, Public Works, Water, Wastewater, Trash Collection, and Police

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: Mysty Nauck Date: 1/4/2022

RECOMMENDATION:

ATTACHMENTS: Monthly Activity Report

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

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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 Oct 2021

Administration	Oct '20	Oct '21	%	YTD 10-31-20	YTD 10-31-21	%
Human Resources						
Total FTE - Filled Positions	98	97	↓ -1%			
Vacancies - all funds	17	31	↑ 82%			
New Hires	-	3	→ 0%	-	3	→ 0%
Separations	5	3	↓ -40%	5	3	↓ -40%
Municipal Court						
Total Active Cases Pending (beg. of Month)	15,928	15,703	↓ -1%			
New Cases Filed (incl reactivation of inactive)	122	227	↑ 86%	122	227	↑ 86%
# of Magistrations	17	19	↑ 12%	17	19	↑ 12%
Total Cases Disposed of	111	146	↑ 32%	111	146	↑ 32%
Cases placed on Inactive Status	-	32	→ 0%	-	32	→ 0%
Total Active Cases Pending (end of Month)	15,910	15,732	↓ -1%			
Fines Collected	\$ 18,835	\$ 30,229	↑ 60%	\$ 18,835	\$ 30,229	↑ 60%
Retained by City	\$ 17,117	\$ 27,004	↑ 58%	\$ 17,117	\$ 27,004	↑ 58%
Development Services						
Construction Permits (all types)	52	-	↓ -100%	52	-	↓ -100%
Revenue from Bldg. Permits	\$ 36,503	\$ 22,427	↓ -39%	36,503	22,427	↓ -39%
Inspections (all types)	480	893	↑ 86%	480	893	↑ 86%
Revenue from Inspections	\$ 45,709	\$ 179,712	↑ 293%	45,709	179,712	↑ 293%
Housing Plats approved (number of lots)	-	-	→ 0%	-	-	→ 0%
Community Services						
Library-						
Materials circulated	3,128	6,370	↑ 104%	3,128	6,370	↑ 104%
# Visitors (incl. Progs)	2,803	2,523	↓ -10%	2,803	2,523	↓ -10%
Public Computer Use hrs.	14	230	↑ 1543%	14	230	↑ 1543%
Public Computer Use Persons	24	416	↑ 1633%	24	416	↑ 1633%
Civic Center - Rentals (all)	3	23	↑ 667%	3	23	↑ 667%
Recreation Program -						
Annual Memberships	2	1	↓ -50%	2	1	↓ -50%
Monthly Rec Memberships	43	50	↑ 16%	43	50	↑ 16%
Day Passes	113	222	↑ 96%	113	222	↑ 96%
Facility Rental Recreation Center	-	57	→ 0%	-	57	→ 0%
Facility Rental Fleming Center	-	17	→ 0%	-	17	→ 0%
Athletic Field Rental Hours	-	31	→ 0%	-	31	→ 0%
Pavilion Rentals	-	3	→ 0%	-	3	→ 0%
Concession Stand Revenue	\$ -	\$ 53	→ 0%	\$ -	\$ 53	→ 0%
Sponsored Event Revenue	\$ 554	\$ 135	↓ -76%	\$ 554	\$ 135	↓ -76%
Public Works						
Streets:						
Lane miles maintained	57.8	57.8	→ 0%	58	58	→ 0%
Pot holes patched - Square Yards	44	-	↓ -100%	44	-	↓ -100%
Wide Area patching/renovation - SY	306	80	↓ -74%	306	80	↓ -74%
Tree Trimming - Yards (new)	-	46	→ 0%	-	46	→ 0%
Street Sign Installation/Repair (new)	-	12	→ 0%	-	12	→ 0%
Crack Seal Lbs of Sealant	-	-	→ 0%	-	-	→ 0%
Paint Striping Linear feet	-	-	→ 0%	-	-	→ 0%
Drainage:						
Linear feet of drains cleaned	6,530	6,840	↑ 5%	6,530	6,840	↑ 5%
# Culverts Cleared	-	1	→ 0%	-	1	→ 0%



Monthly Report of Operations

As of Oct 2021

Parks:								
Acres Mowed/maintained	-	240	➡	0%	-	240	➡	0%
Reserved Park Facilities	-	-	➡	0%	-	-	➡	0%
# Organized Sports Events	-	3	➡	0%	-	3	➡	0%

Utilities	Oct '20	Oct '21	%	YTD 10-31-20	YTD 10-31-21	%
Water System:						
# Customers Total/Added by month *	42	199	➡ 374%	3,405	3,604	
Amount Billed	\$255,840	\$276,443	➡ 8%	\$ 255,840	\$ 276,443	➡ 8%
Meters Replaced	108	12	↓ -89%	108	12	↓ -89%
# Leaks Repaired	-	8	➡ 0%	-	8	➡ 0%
Vol. water produced (x1,000 gallons)	35,033	32,396	↓ -8%	35,033	32,396	↓ -8%
Hydrants Tested (new)	-	25	➡ 0%	-	25	➡ 0%
Main Line Breaks	4	-	➡ 0%	4	-	↓ -100%
Service Line Breaks	2	-	↓ -100%	2	-	↓ -100%

Wastewater System:						
# Customers Total/Added by month *		125	➡	3,058	3,183	➡ 4.1%
Amount Billed	\$ 161,109	\$ 176,368	➡ 9%	\$ 161,109	\$ 176,368	➡ 9.5%
Main Lines repaired	1	4	➡ 300%	1	4	➡ 300%
Lines replaced (Linear Feet.)	10	-	↓ -100%	10	-	↓ -100%
Manholes Cleaned	8	5	↓ -38%	8	5	↓ -38%
Average Daily Flow (MGD)	0.5373	0.6800	➡ 27%	0.6194	0.6800	➡ 10%
Total Monthly Flow (MGD)	16.6578	20.4006	➡ 22%	18.8687	20.4006	➡ 8%

Trash Collection:						
# Customers Total/Added by month *		30	➡	3,161	3,650	➡ 15.5%
Amount Billed	\$ 101,567	\$ 128,096	➡ 26%	\$ 101,567	\$ 128,096	➡ 26.1%

* # Customers Total /Added by month - the purpose here is to track the increase or decrease of customers over the course of the year. **Current 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	Oct '20	Oct '21	%	YTD 10-31-20	YTD 10-31-21	%
Part I Index Offenses						
Murder (# Victims)	-	-	➡ 0%	-	-	➡ 0%
Rape(# Victims)	1	1	➡ 0%	1	1	➡ 0%
Robbery (# Victims)	1	-	↓ -100%	1	-	↓ -100%
Aggravated Assault (# Victims)	-	2	➡ 0%	-	2	➡ 0%
Total Violent Index Crimes*	2	3	➡ 50%	2	3	➡ 50%
Burglary (# premises entered)	4	4	➡ 0%	4	4	➡ 0%
Theft (# offenses)	13	8	↓ -38%	13	8	↓ -38%
Auto Theft (#vehicles)	2	1	↓ -50%	2	1	↓ -50%
Arson (# premises)	-	-	➡ 0%	-	-	➡ 0%
Total Property Index Crimes*	19	13	↓ -32%	19	13	↓ -32%
Total Part I Index Crimes*	21	16	↓ -24%	21	16	↓ -24%
Part II Index Offenses						
Other Assaults	6	11	➡ 83%	6	11	➡ 83%
Weapons	3	-	↓ -100%	3	-	↓ -100%
Narcotics	5	2	↓ -60%	5	2	↓ -60%
DUI	8	3	↓ -63%	8	3	↓ -63%
All Other Part II Offenses	29	37	➡ 28%	29	529	➡ 1724%
Total Part II Index Crimes*	51	53	➡ 4%	51	545	➡ 969%
Total All Index Crimes*	72	69	↓ -4%	72	561	➡ 679%

NOTE: Data recorded for the Police Dept. is based on Fiscal Year-to- Date Totals and not Calendar Year.



Monthly Report of Operations

As of Nov 2021

Administration	Nov '20	Nov '21	%	YTD 11-30-20	YTD 11-30-21	%
Human Resources						
Total FTE - Filled Positions	101	96	↓ -5%			
Vacancies - all funds	17	32	↑ 88%			
New Hires	6	3	↓ -50%	6	6	→ 0%
Separations	5	4	↓ -20%	10	7	↓ -30%
Municipal Court						
Total Active Cases Pending (beg. of Month)	15,948	15,795	↓ -1%			
New Cases Filed (incl reactivation of inactive)	95	219	↑ 131%	217	446	↑ 106%
# of Magistrations	21	17	↓ -19%	38	36	↓ -5%
Total Cases Disposed of	110	263	↑ 139%	221	409	↑ 85%
Cases placed on Inactive Status	-	47	→ 0%	-	79	→ 0%
Total Active Cases Pending (end of Month)	15,921	15,751	↓ -1%			
Fines Collected	\$ 18,375	\$ 39,049	↑ 113%	\$ 37,210	\$ 69,278	↑ 86%
Retained by City	\$ 17,009	\$ 36,820	↑ 116%	\$ 34,126	\$ 63,824	↑ 87%
Development Services						
Construction Permits (all types)	154	83	↓ -46%	206	83	↓ -60%
Revenue from Bldg. Permits	\$ 65,092	\$ 12,190	↓ -81%	101,595	34,617	↓ -66%
Inspections (all types)	835	532	↓ -36%	1,315	1,425	↑ 8%
Revenue from Inspections	\$ 92,882	\$ 38,870	↓ -58%	\$ 138,591	\$ 218,582	↑ 58%
Housing Plats approved (number of lots)	-	155	→ 0%	-	155	→ 0%
Community Services						
Library-						
Materials circulated	4,123	5,369	↑ 30%	7,251	11,739	↑ 62%
# Visitors (incl. Progs)	1,526	2,122	↑ 39%	4,329	4,645	↑ 7%
Public Computer Use hrs.	30	195	↑ 550%	44	425	↑ 866%
Public Computer Use Persons	54	282	↑ 422%	78	698	↑ 795%
Civic Center - Rentals (all)	3	24	↑ 700%	6	47	↑ 683%
Recreation Program -						
Annual Memberships	-	5	→ 0%	2	6	↑ 200%
Monthly Rec Memberships	44	219	↑ 398%	87	269	↑ 209%
Day Passes	156	319	↑ 104%	269	541	↑ 101%
Facility Rental Recreation Center	-	33	→ 0%	113	255	↑ 126%
Facility Rental Fleming Center	-	21	→ 0%	-	38	→ 0%
Athletic Field Rental Hours	60	3	↓ -95%	60	20	↓ -67%
Pavilion Rentals	-	5	→ 0%	-	8	→ 0%
Concession Stand Revenue	\$ -	\$ -	→ 0%	\$ -	\$ 53	→ 0%
Sponsored Event Revenue	\$ 171	\$ 60	↓ -65%	\$ 725	\$ 195	↓ -73%
Public Works						
Streets:						
Lane miles maintained	57.8	57.8	→ 0%	116	116	→ 0%
Pot holes patched - Square Yards	218	138	↓ -37%	262	138	↓ -47%
Wide Area patching/renovation - SY	5	-	↓ -100%	311	80	↓ -74%
Tree Trimming - Yards (new)	-	51	→ 0%	-	97	→ 0%
Street Sign Installation/Repair (new)	-	-	→ 0%	-	12	→ 0%
Crack Seal Lbs of Sealant	-	-	→ 0%	-	-	→ 0%
Paint Striping Linear feet	-	-	→ 0%	2,371	3,584	↑ 51%
Drainage:						
Linear feet of drains cleaned	2,438	1,219	↓ -50%	8,968	8,059	↓ -10%
# Culverts Cleared	-	-	→ 0%	-	1	→ 0%



Monthly Report of Operations

As of Nov 2021

Parks:								
Acres Mowed/maintained	240	240	➡	0%	240	480	⬆	100%
Reserved Park Facilities	-	-	➡	0%	-	-	➡	0%
# Organized Sports Events	-	3	➡	0%	-	6	➡	0%

Utilities	Nov '20	Nov '21	%	YTD 11-30-20	YTD 11-30-21	%
Water System:						
# Customers Total/Added by month *	-	196	➡	3,404	3,600	
Amount Billed	\$266,699	\$268,932	⬆ 1%	\$ 522,539	\$ 545,375	⬆ 4%
Meters Replaced	111	5	⬇ -95%	219	17	⬇ -92%
# Leaks Repaired	8	6	⬇ -25%	8	14	⬆ 75%
Vol. water produced (x1,000 gallons)	33,026	27,991	⬇ -15%	68,059	60,387	⬇ -11%
Hydrants Tested (new)	-	20	➡	-	8	➡
Main Line Breaks	-	4	➡	4	4	➡
Service Line Breaks	4	6	⬆ 50%	6	6	➡

Wastewater System:						
# Customers Total/Added by month *		116	➡	3,079	3,195	⬆ 3.8%
Amount Billed	\$ 159,112	\$ 176,181	⬆ 11%	\$ 320,221	\$ 352,549	⬆ 10.1%
Main Lines repaired	2	6	⬆ 200%	3	10	⬆ 233%
Lines replaced (Linear Feet.)	8	-	⬇ -100%	18	-	⬇ -100%
Manholes Cleaned	10	10	➡	18	15	⬇ -17%
Average Daily Flow (MGD)	0.5202	0.6745	⬆ 30%	0.6194	0.6773	⬆ 9%
Total Monthly Flow (MGD)	15.4120	20.2346	⬆ 31%	18.8687	20.3176	⬆ 8%

Trash Collection:						
# Customers Total/Added by month *		31	➡	3,168	3,681	⬆ 16.2%
Amount Billed	\$ 101,567	\$ 128,929	⬆ 27%	\$ 203,134	\$ 257,025	⬆ 26.5%

* # Customers Total /Added by month - the purpose here is to track the increase or decrease of customers over the course of the year. **Current 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	Nov '20	Nov '21	%	YTD 11-30-20	YTD 11-30-21	%
Part I Index Offenses						
Murder (# Victims)	-	-	➡	-	-	➡
Rape(# Victims)	-	-	➡	1	1	➡
Robbery (# Victims)	-	1	➡	1	1	➡
Aggravated Assault (# Victims)	-	1	➡	8	2	⬇ -75%
Total Violent Index Crimes*	-	2	➡	10	4	⬇ -60%
Burglary (# premises entered)	-	7	➡	4	11	⬆ 175%
Theft (# offenses)	12	11	⬇ -8%	25	19	⬇ -24%
Auto Theft (#vehicles)	4	2	⬇ -50%	6	3	⬇ -50%
Arson (# premises)	-	-	➡	-	-	➡
Total Property Index Crimes*	16	20	⬆ 25%	35	33	⬆ -6%
Total Part I Index Crimes*	16	22	⬆ 38%	45	37	⬆ -18%
Part II Index Offenses						
Other Assaults	5	8	⬆ 60%	11	19	⬆ 73%
Weapons	1	2	⬆ 100%	4	2	⬆ -50%
Narcotics	3	1	⬇ -67%	8	3	⬇ -63%
DUI	1	1	➡	9	4	⬇ -56%
All Other Part II Offenses	50	52	⬆ 4%	79	581	⬆ 635%
Total Part II Index Crimes*	60	64	⬆ 7%	111	609	⬆ 449%
Total All Index Crimes*	76	86	⬆ 13%	156	646	⬆ 314%

NOTE: Data recorded for the Police Dept. is based on Fiscal Year-to- Date Totals and not Calendar Year.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - January 4, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Meeting Minutes- January 4, 2022

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the City Council Meeting Minutes- January 4, 2022

ATTACHMENTS: Minutes

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

☐ Staff will provide brief comments and answer questions on this item at the meeting.

☒ This is a routine procedural item and no presentation is planned for the meeting.

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

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
January 4, 2022

CALL TO ORDER

Mayor Ramirez called the meeting to order at 6:30 p.m.

ROLL CALL

Present: Ron Ramirez, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Jessica Bega, Council Member
Thomas Ibis, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member

Absent: Skyler Maldonado, Council Member
Susie Arreaga, Council Member

Mayor Ramirez stated Mr. Maldonado and Ms. Arreaga would not be in attendance. Mr. Dennis made a motion to excuse Mr. Maldonado and Ms. Arreaga. Mr. Ibis seconded the motion. All voted in favor. The motion carried. Mayor Ramirez stated there was a quorum.

Staff: Thomas L. Mattis, City Manager
Mysty Nauck, Acting Chief Financial Officer
Pamela Sanders, HR Director
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director
Beau Perry, City Engineer
David Harrell, Dev. Services Director
Owen Rock, ED Director

INVOCATION

Mayor Pro Tem Brashar provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Ramirez led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America and Pledge of Allegiance to the Texas Flag.

PUBLIC HEARING

1. Public Hearing On An Ordinance Annexing Adjacent And Contiguous Territory To The City Of Elgin, Texas To Wit: 36.921 Acres Of Land, Lying In And Being Situated Out Of The William Hines Survey, No. 53, In Travis Co, TX, Including Adjacent Right-Of-Way, And Being Fully Described In Exhibit A Attached Hereto; Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

No one wished to speak under the Public Hearing Item.

PRESENTATION

1. Proclamation 2022 Elgin Sesquicentennial Year

Mayor Ramirez read the proclamation and presented it to the 150th Committee.

2. PROCLAMATION DR. MARTIN LUTHER KING, JR. DAY BASTROP COUNTY HOLIDAY COMMISSION CELEBRATION

Mayor Ramirez read the proclamation and presented it to the MLK Committee.

PUBLIC COMMENT

Levi Bannigan, stated that he does not see a lot of minutes from the PSAC and wants to see more community engagement. He stated he wants to see new board members.

Stephanie Lippke, 1112 N. Main, stated that the 1.5 million in CO bond money has been used to purchase one generator. She stated we are behind and the money needs to be used to the benefit of the citizens instead of waiting for grant money.

Joy Casnovsky, 534 Old McDade Rd, stated she has tried to serve on the Boards & Commissions before. She asked that the process be updated.

CITY MANAGERS REPORT

1. Update On 2021 Certificates Of Obligation - Capital Investment Program

Mr. Mattis provided a presentation and stated there is great progress happening on each project.

2. General Activity Report And/Or Project Update

Mr. Mattis invited Ms. Miller up to the dais. Ms. Miller stated there had been 3,300 COVID-19 test kits distributed throughout the community. She stated the COVID-19 vaccine clinics were also a success and is waiting to see the schedule for 2022. Ms. Miller stated there is a COVID-19 testing trailer in the works.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - December 7, 2021

The item passed on the consent agenda.

2. A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-082-009-D207

The resolution passed on the consent agenda.

3. A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-085-029-D270

The resolution passed on the consent agenda.

4. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN REGARDING CIVIL RIGHTS POLICIES AND PROCEDURES

The resolution passed on the consent agenda.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE FOR FUNDING THROUGH THE ECONOMIC DEVELOPMENT ADMINISTRATION'S (EDA) FY 2021 AMERICAN RESCUE PLAN ACT ECONOMIC ADJUSTMENT ASSISTANCE AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM

The resolution was taken off the consent agenda and moved to the top of new business.

Mayor Pro Tem Brashar made a motion to approve the consent agenda. Mr. Ibis seconded the motion. All voted in favor. The motion was carried.

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE FOR FUNDING THROUGH THE ECONOMIC DEVELOPMENT ADMINISTRATION'S (EDA) FY 2021 AMERICAN RESCUE PLAN ACT ECONOMIC ADJUSTMENT ASSISTANCE AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM

Mr. Mattis stated that this is authorizing the submission of an EDA grant to complete the roadway. Mr. Dennis made a motion to approve the Resolution as presented. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion was carried.

2. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 36.921 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE WILLIAM HINDS SURVEY, NO. 53 IN TRAVIS COUNTY TEXAS, INCLUDING ADJACENT RIGHT-OF-WAY, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis stated that this is a piece of property planned for a development district. He provided additional comments and answered questions of the Council. Mr. Ibis made a motion to approve the Ordinance as presented. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion was carried.

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

Mr. Mattis stated that this was a routine item. He stated after the annexation, the property needs to be assigned to a Council Ward. Mr. Mattis stated a reassignment of the ward districts is possible in the near future. Mayor Pro Tem Brashar made a motion to approve the Ordinance as read. Mr. Ibis seconded the motion. All voted in favor. The motion was carried.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE PORTABLE GENERATOR PROJECT TO ALTERRA POWER SYSTEMS OF SUN PRAIRIE, WISCONSIN; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated that this is a part of the CO funding from last year. He stated this is to acquire a portable generator. Mr. Mattis answered questions of the Council. Mr. Ibis made a motion to

approve the Resolution as read. Mr. Dennis seconded the motion. All voted in favor. The motion was carried.

5. AN ORDINANCE AMENDING CHAPTER 44, VEGETATION, ARTICLE I IN GENERAL, DIVISION 3 GENERAL REQUIREMENTS AND STANDARDS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

Mr. Mattis stated this item was on the last agenda and was tabled. He stated this was reviewed by the Planning and Zoning Commission. Mr. Harrell stated the Planning & Zoning Commission recommended approval. Mayor Pro Tem Brashar asked if the developers can be responsible and not the homeowners. Discussion followed. Mayor Pro Tem Brashar made a motion to not approve the Ordinance as presented. Mr. Ibis seconded the motion. All voted in favor. The motion was carried.

6. AN ORDINANCE AMENDING CHAPTER 8 BUSINESS, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, DELETING IN THEIR ENTIRETY SECTION 8.156, AND ADDING SECTIONS 8-157.107 THROUGH 8-157.110, REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

Ms. Stubbs presented and answered questions of the Council. Mr. Ibis made a motion to approve the Ordinance as discussed. Mr. Dennis seconded the motion. All voted in favor. The motion was carried.

7. Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including The Planning & Zoning Commission, Board Of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board Of Directors, Tax Increment Reinvestment Zone Board Of Directors, Historic Review Board, Main Street Board Of Directors, And Building Standards Commission

Mr. Mattis stated there are twenty-four vacancies on the Boards & Commissions. Ms. Bega mentioned that term limits might provide new opportunities for others to serve. Mayor Pro Tem Brashar brought up going through the Ordinance again. She asked for input from the Board chairs. Mr. Callahan stated he agreed with bringing in new members. Discussion followed. Mayor Pro Tem Brashar made a motion to table the item. Mr. Callahan seconded the motion. All voted in favor. The motion carried.

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.

Mayor Ramirez stated the Council would not be retiring into Executive Session.

ANNOUNCEMENTS

Mr. Dennis thanked everyone in attendance for being here tonight for the 150th kick off event and asked if attendees would take signs. Mayor Pro Tem Brashar reminded those in attendance of the MLK walk on January 17th in Bastrop.

ADJOURNMENT

Mayor Ramirez adjourned the meeting at 8:16 p.m.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO COUNTY LINE ROAD WIDENING PHASE II PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of a Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$1,236,289.00 in support of the County Line Road Widening Phase II Project.

BACKGROUND:

Over the past year, city staff has reviewed, and discussed its recommendations to Council on the proposed issuance of Certificates of Obligation designed to fund a wide range of capital improvement projects in support of general government – including the County Line Road (CLRd) Phase 1 Project and a new Elgin Police Department Station.

By funding the CLRd Phase I Project in the 2021 CO Program, the City is now ready to commence planning and design for the CLRd **Phase II** Project (from US290 to Neidig Elementary School).

This project will be funded almost entirely by a grant administered by the Texas General Land Office (there is a 1% match required of the City/CO Program). Said grant funding includes reimbursement for administration and engineering costs which are the subject matter of the proposed Resolution.

NOTE: In order to proceed with this important project in a timely manner, the City Manager has already authorized this work moving forward; and the proposed Council action is to retroactively approve the agreement for transparency purposes.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adopt and approve a Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$1,236,289.00 in support of the County Line Road Widening Phase II Project; and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) TRC Scope of Work Proposal

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

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH TRC ENGINEERS INC. FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO
COUNTY LINE ROAD WIDENING PHASE II PROJECT; AND
MAKING CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, County Line Road is a major transportation route within City of Elgin that currently provides direct access to the Elgin ISD High School Campus and numerous homes, but will also provide direct access to many new homes and developments currently under construction, and;

WHEREAS, the Elgin City Council approved the issuance the 2021 and 2021A Certificates of Obligation to provide funding for a wide range of general government and utility system improvement projects, including the County Line Road Widening Phase I Project; and,

WHEREAS, the City is now desirous within moving forward with **Phase II** of the County Line Road Widening Project to continue the expansion and upgrade of County Line Road to four travel lanes with appropriate pedestrian and storm drainage improvements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$1,236,289.00 for the *County Line Road Widening Phase II Project*, a copy of the proposal being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. 2021 Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021 Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY21-22 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 18th day of January, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

December 27, 2021

Mr. Thomas Mattis, City Manager
City of Elgin
310 North Main Street
Elgin, Texas 78621

**RE: City of Elgin County Line Road Widening Phase II
GLO Grant Project
Engineering Services Scope of Work**

Dear Mr. Mattis:

TRC Engineers, Inc. (TRC) has prepared this Scope of Work for professional engineering services for the proposed County Line Road Phase II Improvements. TRC and the City of Elgin (City) executed the standard General Land Office (GLO) Engineering Agreement dated August 18, 2020, and cost for services will be as described in that document. This Scope of Work provides additional clarification to TRC's work and responsibilities, including assumptions and exclusions, and it will be made a supplement to the GLO agreement.

Central Avenue and Kennedy Street is located approximately 0.2 miles west of US 290. Central Avenue is a main roadway in and out of town and is considered a major collector while Kennedy Street is considered a minor arterial within the City.

Both Central Avenue and Kennedy Street are two-lane roadways. Two (2) corrugated metal pipes (1-48" and 1-36") drain approximately 194.63 acres (0.30 square miles) of runoff. The pipes outfall into an earthen channel that runs parallel with Kennedy Street and through various private properties as seen on the attached map. Runoff from Kennedy Street and the surrounding area drain to this channel, increasing the drainage area to 215.3 acres (0.34 square miles). During heavy rain events, the culverts under Central Avenue overtop and cause the roadway to become impassable. The resulting flooding continues to inundate Kennedy Street and the properties on the west side of the street. During these events, emergency services cannot access the area.

The project will consist of upgrading the drainage crossing under Central Avenue to pass the 25- to 50-year storm event, regrading a portion of the ditch upstream of Central Avenue, buying out five (5) property owners along Kennedy Street (approximately 2.1 acres), re-building Kennedy Street (approximately 970 feet) and improve the drainage (including excavation and regrading of the ditch with the addition of riprap for erosion control) between Central Avenue and Brenham Street.

County Line Road (Phase II) is approximately 3,106 feet (0.59 miles) long and extends from the intersection of US 290 to after the first driveway with Neidig Elementary. County Line Road is a major route for the City from various neighborhoods to Elgin High School, Neidig Elementary and Austin Community College and is considered a major collector roadway. Currently the average daily traffic on County Line Road is over 4,000 vehicles. This will only increase with the addition of five (5) new neighborhoods: Peppergrass, Homestead Estates (Units 1 and 2), Harvest Ridge and Eagles Landing Phase 2.

Currently County Line Road is a two-lane roadway with bar ditches on both sides. Water crosses under County Line Road at US 290 in a 36" culvert. This crossing handles water from County Line Road as well as US 290 and drains to Elm Creek. During heavy rain events, this intersection and roadway becomes impassable. During these rain events, an alternative route is needed for residents and emergency services to access the area.

The project would consist of upgrading the drainage system (curb inlets, storm sewer, culvert crossing at US 290) to pass the minimum storm event, buying ROW (eight (8) property owners) on both sides of County Line Road (approximately 4.03 acres), and widening the roadway from two-lanes to four-lanes with a continuous middle turn lane.

In addition to that described in the GLO Agreement, TRC will perform the following additional Scope of Work:

SCOPE OF WORK (SOW)

A. Engineering Drainage Study

1. Review existing field data, topography, and drainage analyses to confirm drainage areas and determine runoff flows based on the planned storm events (25, 50 and 100 year).
2. Size storm sewer mains and inlets within the limits of work to safely convey runoff flows for planned storm events (25, 50 and 100 year).
3. Prepare a drainage study with detailed analyses of the above hydrology, and hydraulic calculations including exhibits, maps, and diagrams.
4. Provide draft sets of the report to City Staff for review, followed by a submittal of the final report.

B. Survey

1. Set horizontal and vertical primary control points.
 - a. Primary control points shall be set at an approximate spacing of 500 ft. and inter-visible with each other where possible, away from possible disturbance from construction activity.
 - b. Primary control points shall be used as the primary horizontal and vertical control for the project and as benchmarks for the project.
 - c. Horizontal and vertical data for primary control shall be based on Static RTK observations using the Leica Smartnet Network.
 - d. The horizontal datum shall be based on NAD83 (2011) using the Texas Coordinate System, Central Zone (4203).
 - e. The vertical datum shall be based on NAVD88 using Geoid 12B.

- f. Secondary control points shall be set as necessary for conventional ground surveying and terrestrial LiDAR scans.
2. Perform necessary research to obtain ownership records for properties affected by the project limits.
 - a. Prepare a project ownership spreadsheet and perform right-of-entry (ROE) coordination by issuing ROE request letters for site access from property owners to secure access for locating rear property corners, topographic design surveying within the survey limits and to set proposed right of way (ROW) corners.
3. Provide design level topographic survey data within the project survey limits.
 - a. The survey will be performed on the ground utilizing a combination of terrestrial LiDAR with traditional field observation methods to locate found visible features, both horizontally and vertically, including existing on-site structures, drainage features, adjacent and onsite sidewalks, curb lines, pavement, roadway paint striping, driveways, fences, and visible above-ground utility appurtenances within the survey limits.
 - b. The survey will obtain topographic field elevations throughout the project site at 50-foot station intervals for use in developing a digital terrain model.
 - c. Markings from Subsurface Utility Engineering (SUE) services, as outlined in Section D of this proposal, will be located at time of survey.
 - d. Flowline elevations of found storm water and sanitary sewer manhole inlet structures immediately adjoining the site will be identified.
 - e. The survey will field locate found protected trees 6 inches or greater in trunk diameter measured at breast height, in accordance with municipal code. Trees will be tagged in the field and shown on the survey noting trunk diameter, species, and canopy size.
 - f. Survey deliverable will be an AutoCAD .dwg file showing topographic points, features and 1 ft contours, accompanied by a points file in .csv format and digital terrain model in .xml format.
4. Surveyor will perform necessary research to acquire ROW maps and record ROW deeds, current adjoining property deeds and subdivision plats for properties affected by the project limits.
 - a. Field boundary reconnaissance will be performed to locate found property and adjoining property corner monumentation.
 - b. Results will be compared, and boundary resolutions determined for affected rights-of-way and properties adjoining the project limits.
 - c. Existing easements of record discovered during abstracting will be shown on the survey.

- d. Deliverable will be PDF copies of property research and an AutoCAD .dwg file showing established ROW lines, adjoining property lines, found easements and record property ownership information.
5. Although listed as "Specialized Services" in the GLO Agreement, the surveying services listed above will be provided at no additional cost to the City.

C. Right of Way/Property Acquisition Documents

1. TRC will utilize the determined ROW and property boundary surveys in conjunction with proposed ROW geometry to prepare parcel descriptions to facilitate ROW property acquisitions.
 - a. Set new ROW monuments at intersections of existing property lines with the proposed ROW line of County Line Road.
 - b. It is assumed thirteen (13) parcels are affected by the project.
 - c. Deliverable will be PDF copies of parcel plat exhibits with accompanying metes and bounds descriptions for thirteen (13) affected properties.

D. Subsurface Utility Engineering

1. Provide Quality Level B (QL-B) SUE: It is performed pursuant to the American Society of Civil Engineers Standards Number CI-38-02.
 - a. Includes site visits to the project limits and utilizing the presence and approximate horizontal location of subsurface utilities by use of geophysical prospecting techniques including, without limitations, electromagnetic, sonic, and acoustical techniques.
 - b. Includes analyzing and correlating all the SUE field-collected information with Plan Sheets for ensuring continuity of the information collected

E. Geotechnical

1. Prepare geotechnical borings, geotechnical report, and analysis, recommendations, and conclusions for the entire project.
2. A total of twelve (12) borings will be drilled and will extend a maximum of ten (10) feet below existing grades along the proposed alignment of the roadway extensions.
3. Coordinate with Texas811 for location and clearance of services to help resolve any potential conflicts planned boring locations may pose to existing underground utilities.
4. Mark the proposed twelve (12) boring locations and complete maximum of one hundred twenty (120) feet of geotechnical drilling.
5. Establish a traffic control system including a "rolling lane closure" which will provide flagging personnel, appropriate signage and traffic cones and an attenuator vehicle

(crash truck) with requisite flashing lights mounted on the vehicle. Traffic control measures will be installed prior to equipment and personnel accessing the roadway and will remain in place until all work has been completed and the roadway has been cleared.

6. Soils will be visually classified by the geotechnical engineer during the process of editing the boring logs and assigning the appropriate laboratory testing program.
7. Assigned laboratory testing may include ASTM D2488 (Standard Practice for Description and Identification of Soils), ASTM D2216 (Standard Test Methods for Laboratory Determination of Moisture Content of Soil and Rock by Mass), ASTM D2166 (Standard Test Method for Compressive Strength of Cohesive Soils), ASTM D7012 (Standard Test Methods for Compressive Strength and Elastic Moduli of Intact Rock Core Specimens under Varying States of Stress and Temperatures) (ASTM D422 (Standard Test Method for Particle Size Analysis), ASTM D4546 (Standard Test Methods for One-Dimensional Swell or Collapse of Soils) and ASTM D4318 (Standard Test Methods for Liquid Limit, Plastic Limit and Plasticity Index of Soils). If soil conditions require additional testing to provide the requested design recommendations, it will be discussed with the City prior to performing the testing.
8. The completed laboratory test results will be reviewed by the geotechnical engineer prior to data entry onto the geotechnical boring logs.
9. Laboratory Data will be entered onto boring logs by CAD technician and presented to the project engineer for review, final edits, and approval.
10. Provide a comprehensive report summarizing the laboratory findings and providing:
 - a. Recommendations for pavement design based on Equivalent Single Axle Wheel Loads (ESALS) based on basic traffic input data including AADT, Percent Trucks, and traffic growth rates.
 - b. Allowable bearing pressure of soil.
 - c. Modulus of subgrade reactions.
 - d. Active, At-Rest, and Passive pressures used for design of cantilevered retaining walls.
 - e. Excavation recommendation including the allowable excavation slope, backfill material details and general dewatering information.

F. Electrical

1. Coordination with Oncor (electrical utility) for re-routing approximately 3,000 LF of existing overhead primary, utility poles and KVAR bank either overhead or underground along County Line Road.
2. Photometrics and street-lighting fixture location, electrical service(s), and lighting power/panel(s) for approximately 3,000 LF of roadway to be widened.

G. Texas Accessibility Standards

1. Register the project with TDLR.
2. Perform plan review of the project construction documents.
3. Perform the final inspection of the project upon completion.

H. Landscape Design Services – County Line Road

1. Prepare a preliminary landscape plan which will provide compliant landscaping per the City of Elgin standards as well as conceptual massing for enhanced landscape.
2. Landscape Plan will be designed in substantial conformance with City of Elgin requirements to provide a compliant planting plan. The plan will include landscaping within medians and landscape associated with open space or pedestrian circulation areas. The Landscape Plan will include a detailed planting plan, plant list with quantity, common name, botanical name, plant specifics and landscape specifications.

I. Construction Documents

1. Prepare construction plans/specifications for the proposed project, including all details, consisting.
2. Coordination with franchise utilities (gas, telephone, cable, etc.).
3. Coordinate with Aqua Water Supply Company.
4. Coordinate with Elgin ISD for improvements within its property.
5. Coordination and approval by the TxDOT Travis & Bastrop Offices in accordance with previously approved feasibility study.
6. Provide final set of construction documents for bid.
7. Organize and participate in construction pre-bid meeting and provide visual presentation, as needed.
8. Assist the City in bidding process including preparation of advertisement document, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.

J. Construction Support

1. TRC to lead pre-construction meeting, and provide contractor correspondence, submittal review, request for information review, pay request review, periodic site visits (monthly meetings – a maximum of 12), final inspection, preparation of contractor punch list,

certificates of completion and record drawing preparation (3 sets of hard copies and one electronic copy PDF).

2. TRC to update City of Elgin GIS system with all adjustments and improvements at the completion of the project.

K. Construction Inspection.

1. TRC will provide periodic construction inspection of the project, assumed at a maximum of two (2) days per month for four (4) hours per day for twelve (12) months after the start date of the project. TRC may request additional compensation if inspection services exceed this amount.
2. Daily, and monthly reports including photo logs will be provided to City staff for review.

ASSUMPTIONS

As the basis for the preparation of this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in additional compensation:

- a. If the proposed project is modified from that described above, then TRC will prepare a separate SOW and cost estimate for submittal to the City for approval.
- b. Up to thirteen (13) properties will be included in the ROE coordination task and platted subdivision lots will not be affected.
- c. Where necessary, the City will be responsible for arranging property access prior to commencement of the field survey for properties not located within public right-of-way. TRC will not perform any field investigation on properties where access has not been granted.
- d. Subsurface Utility Engineering provided will not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or "One-Call Notification Centers" before excavation.
- e. Should the schedule be changed or put on "hold" by the City, all costs incurred by TRC up to notification of change of schedule or "hold" status will be billed to the City. Additional fees that TRC may incur as a result of the change of schedule or "hold" status will be billed to the City once the Project has resumed in addition to the cost of services included in this SOW.
- f. The design of modifications to the electric utility distribution system is provided by others. It is assumed that any electric utility design drawings required to be reflected on the contract drawings will be made available to TRC in AutoCAD format.
- g. Lighting systems will be designed in accordance with the City of Elgin Code of Ordinances, as applicable, and required illumination levels will be established in accordance with the latest edition of the Illuminating Engineering Society (IES) handbook.

- h. The City of Elgin will provide curb cuts or driveway locations to undeveloped properties (if applicable).
- i. All proposed boulevards will have curb and gutter with a raised median and median left turn bays and be constructed in accordance with the City of Elgin Standards.
- j. Sidewalks will be located on both sides of the boulevard with a minimum width of five (5) feet.
- k. The entire project will consist of a single bid/construction project.
- l. TRC's effort and costs for construction services are based on an twelve (12) month construction project duration.
- m. Design submissions to the City will consist of 30%, 60%, 90% and 100% completion milestones and will include a review meeting with the City for each submission.

EXCLUSIONS

The following items are specifically excluded from the scope of work:

- a. Design of utilities extending outside the City's property, including electrical distribution.
- b. Design of improvements or relocations for electrical lines, gas lines, telephone lines or other franchise utilities.
- c. Design of stormwater detention of any developed or undeveloped properties unless specifically stated otherwise.
- d. Construction staking, post-construction topographical surveys, or quality assurance testing for construction.
- e. Detailed title search or title policy, or attendance at or preparation for condemnation hearings.
- f. Services required to rebid the project for any reason or to resolve bid protests.
- g. Applications, design or reports to determine or modify the FEMA floodplain (none are anticipated).
- h. Hazardous materials assessment and abatement.
- i. GIS mapping.
- j. Environmental, cultural, or archaeological reviews, surveys or reports of any kind. This will be provided by the Grant Administration Consultant.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval by the City of the additional cost prior to executing the additional work.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval and upon approval of the GLO grant project initiation. Please review

Mr. Thomas Mattis, City Manager
City of Elgin
December 27, 2021
Page 9 of 9

this Scope of Work and, upon acceptance, sign in the space provided below, returning a copy for our files.

CITY OF ELGIN



Mr. Thomas Mattis
City Manager

TRC ENGINEERS, INC.



K. Beau Perry, P.E.
Vice President



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PISTOL HILL WATER STORAGE TANK AND BOOSTER STATION IMPROVEMENTS PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of a Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$594,437.00 in support of the Pistol Hill Water Storage Tank and Booster Station Project.

BACKGROUND:

Over the past year, city staff has reviewed, and discussed its recommendations to Council on the proposed issuance of Certificates of Obligation designed to fund a wide range of capital improvement projects in support of both general government and utility services.

One of the major projects included in the approved CO Program is the complete reconstruction and upgrade of the Pistol Hill Water Storage Tank and Booster Station, which is a critical component to the City's water delivery system.

This \$4.9M project will be funded almost entirely by a grant administered by the Texas General Land Office (there is a 1% match required of the City/CO Program). Said grant funding includes reimbursement for administration and engineering costs which are the subject matter of the proposed Resolution.

NOTE: In order to proceed with this important project in a timely manner, the City Manager has already authorized this work moving forward; and the proposed Council action is to retroactively approve the agreement for transparency purposes.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$594,437.00 in support of the Pistol Hill Water Storage Tank and Booster Station Project; and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) TRC Scope of Work Proposal

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

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH TRC ENGINEERS INC. FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO THE
PISTOL HILL WATER STORAGE TANK AND BOOSTER
STATION IMPROVEMENTS PROJECT; AND MAKING
CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the Elgin City Council approved the issuance the 2021 Certificates of Obligation in the principal amount of \$14.8M on May 18, 2021 to provide funding for a wide range of water and wastewater system improvements; and,

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

WHEREAS, the Pistol Hill Water Storage Tank and Booster Station is outdated and past its useful life, but still a critical component to the City's water delivery system and must be reconstructed to serve the City's future needs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$594,437.00 for the *Pistol Hill Water Storage Tank and Booster Station Improvements Project*, a copy of the proposal being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. 2021 Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021 Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY21-22 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 18th day of January, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

December 21, 2021

Mr. Thomas Mattis, City Manager
City of Elgin
310 North Main Street
Elgin, Texas 78621

**RE: Pistol Hill Booster Station Improvements
GLO Grant Project
Engineering Services Scope of Work**

Dear Mr. Mattis:

TRC Engineers, Inc. (TRC) has prepared this Scope of Work for professional engineering services for the proposed Pistol Hill Booster Station Improvements for the City of Elgin (City). The project improvements consist of one (1) new 750,000-gallon ground storage tank, two (2) new booster pumps with associated valves and piping, one (1) new 300 kW generator, one (1) new flow meter and flow meter vault, new exterior lighting, new tank instrumentation, new 120 V and 480 V panelboards, rehabilitation of the existing 431,000-gallon ground storage tank, a new gravel roadway, and a new security fence.

TRC and the City executed the standard General Land Office (GLO) Engineering Agreement dated 08/18/2020 and cost for services will be as described in that document. This Scope of Work provides additional clarification to TRC's work and responsibilities, including assumptions and exclusions, and it will be made a supplement to the GLO agreement.

In addition to that described in the GLO Agreement, TRC will perform the following additional Scope of Work:

SCOPE OF WORK (SOW)

A. Engineering Design

1. Provide topographical surveying for design purposes only, for the city-owned property at the existing booster station site. Although listed as "Specialized Services" in the GLO Agreement, the surveying services listed herein will be provided at no additional cost to the City.
2. Set boundary pins and provide boundary survey for the City-owned property at the existing booster station site.
3. Prepare and submit an engineering report outlining the engineering design decisions.
4. Prepare and submit application and engineering package to TCEQ for project approval.

B. Geotechnical

1. Provide geotechnical borings, geotechnical report, and analysis, recommendations, and conclusions for the project. Although listed as "Specialized Services" in the GLO Agreement, the geotechnical services listed herein will be provided at no additional cost to the City.
2. A maximum of four (4) borings will be drilled.
3. Coordinate with Texas 811 for location and clearance of services to help resolve any potential conflicts the planned boring locations may pose to existing underground utilities.

C. Construction Inspection

1. TRC will provide periodic construction inspection of the project, assumed at a maximum of two (2) days per month for four (4) hours per day for eighteen (18) months after the start date of the project. TRC may request additional compensation if inspection services exceed this amount.

ASSUMPTIONS

As the basis for the preparation of this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in additional compensation:

- a. The design of modifications to any offsite utilities (including electric utility distribution system) required for this project is to be provided by others.
- b. Lighting systems will be designed in accordance with the City of Elgin Code of Ordinances, as applicable, and required illumination levels will be established in accordance with the latest edition of the Illuminating Engineering Society (IES) handbook.
- c. The entire project will consist of a single bid/construction project.
- d. TRC's effort and costs for construction services are based on a maximum eighteen (18) month construction project duration.
- e. Design submissions to the City will consist of 60%, 90% and 100% completion milestones, to include a review meeting with the City for each submission.

EXCLUSIONS

The following items are specifically excluded from the scope of work:

- a. Design of a chlorine boosting station, if required.
- b. Subsurface Utility Engineering (SUE) for topographical surveying.
- c. Right-of-Way acquisition (none is anticipated).
- d. Environmental, cultural, or archaeological reviews, surveys or reports of any kind. This will be provided by the Grant Administration Consultant.
- e. Design of utilities extending outside the City's property, including electrical distribution.
- f. Design of improvements or relocations for electrical lines, gas lines, telephone lines or other franchise utilities.

- g. Design of stormwater detention.
- h. Construction staking, post-construction topographical surveys, or quality assurance testing for construction.
- i. Detailed title search or title policy, or attendance at or preparation for condemnation hearings.
- j. Preparation of easements or plat documents, landowner contact or easement negotiations.
- k. Services to determine compliance with federal, state, or local accessibility requirements, as they are not pertinent to this site.
- l. Landscaping or natural screening (berms, etc.) design services (none is anticipated).
- m. Services required to rebid the project for any reason or to resolve bid protests.
- n. Storm sewer design.
- o. Applications, design or reports to determine or modify the FEMA floodplain (none are anticipated).
- p. Providing permanent or continuous construction inspections.
- q. Security system or fire suppression design.
- r. Hazardous materials assessment and abatement.
- s. GIS mapping.

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval and upon approval of the GLO grant project initiation. Please review this Scope of Work and, upon acceptance, sign in the space provided below, returning a copy for our files.

CITY OF ELGIN



Mr. Thomas Mattis
City Manager

TRC ENGINEERS, INC.



K. Beau Perry, P.E.
Vice President



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING AND SUPPORTING A PROPOSAL FOR CERTAIN FACILITY IMPROVEMENTS BY THE BASTROP CENTRAL APPRAISAL DISTRICT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Manager

PROPOSED ACTION: Consideration of a Resolution approving and supporting a proposal by the Bastrop Central Appraisal District for improvements to the current Bastrop CAD facilities to accommodate current and future growth of the appraisal district.

BACKGROUND:

A copy of a detailed report from the Bastrop Central Appraisal District regarding this proposal is included with and attached to the meeting informational packet.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution approving and supporting a proposal by the Bastrop Central Appraisal District for improvements to the current Bastrop CAD facilities to accommodate current and future growth of the appraisal district (with the City's estimated cost allocation being \$4,730.04); and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) BCAD Notice of Proposal (3) BCAD Estimated Cost allocation

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

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
APPROVING AND SUPPORTING A PROPOSAL FOR
CERTAIN FACILITY IMPROVEMENTS BY THE BASTROP
CENTRAL APPRAISAL DISTRICT; MAKING FINDINGS
OF FACT; AND PROVIDING FOR RELATED MATTERS.**

WHEREAS, the Bastrop Central Appraisal District (CAD) Board of Directors has considered alternatives for improvements to the current Bastrop CAD facilities to accommodate current and future growth of the appraisal district; and,

WHEREAS, Bastrop CAD Board has approved by Resolution a proposal and estimated cost allocation for the City of Elgin in support of such facility of the improvements; and,

WHEREAS, Section 6.051(b) of the Texas Property Tax Code, requires that each taxing unit entitled to vote on the appointment of board members receive the Bastrop CAD board's resolution, together with information showing the costs of the proposal and on or before the 30th day after receiving the notice of proposal, which said governing body may approve or disapprove.

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

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

Section 2. Approval. The Elgin City Council does hereby approve and support the Bastrop CAD facilities proposal as presented, a copy of which being attached hereto marked Exhibit A and made part of this Resolution as if copied verbatim herein; and as authorized under Section 6.051(b) of the Texas Property Tax Code.

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

PASSED AND ADOPTED this 18th day of January, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

M E M O

Date: December 27, 2021

To: Governing Body of Bastrop County, School Districts, and
Cities within Bastrop County

From: Faun Cullens

Subject: **Notice of Proposal for Bastrop CAD Facilities**

The Board of Directors is considering alternatives for the Bastrop CAD facilities to accommodate the current and future growth of the appraisal district. It is important to consider our present facilities and the growth challenges we are facing.

Present Facilities:

In 1997 the Board of Directors of the Bastrop CAD began the process of purchasing the land located at 212 Jackson Street. Construction of the current 12,000 square foot facility began in 1998. Construction was completed in 1999 at which time the appraisal district, collections and McCreary Veselka Bragg & Allen (MVBA) occupied the building.

Around 2001 collection of tax dollars was turned over to the County Tax Assessor. Collections and MVBA moved to offices within the courthouse at that time.

With the entities need to have complete and timely values, the accelerated growth of our county, and legislative changes every two years on how we do business, we are facing the need to add new staff members to efficiently keep up with the changes. It is our goal to continue positive service to the property owners and taxing entities of Bastrop County.

Most of the customer traffic involves two departments within the appraisal district, mapping, and administrative support (homestead applications and agricultural applications). These two departments would be better suited closer to the entrance on the east side of the building. We believe this would enhance customer service and the flow of customer traffic.

Just as all the taxing entities are prudently making plans, Bastrop CAD has the same challenge and the stewardship to plan for the future. Below you will find our recommendation for consideration.

Bastrop CAD is considering a remodel of its existing facility.

The present Bastrop CAD facilities, with remodeling could be converted into much more efficient office space. The proposed remodel would move high traffic customer areas closer to the front of the building. The remodel would convert the existing front porch to a lobby area, which would allow for the expansion of the reception area to efficiently handle customers. The proposed remodel involves the east half of the building at this time. The west half of the building is already divided into offices.

With an estimated cost of \$600,000 to complete the remodel, the district would propose to use \$400,000 dollars of committed reserve for building projects leaving a balance of \$200,000.

The district proposes to finance \$200,000 as a construction loan for one year for the balance and unexpected construction costs. With the anticipated completion of the remodel of April 1, 2022. The balance would be budgeted for the 2023 Appraisal District Budget, upon approval by the taxing authorities and adoption by the Board of Directors.

The Bastrop CAD Board of Directors believes the most economical and prudent option is to remodel the existing facility. This would provide for the least amount of change for the property owners, entities, and staff. It removes the question of marketing the existing facility. The board of directors believes this would result in the lowest financial impact to the taxing entities. Please find enclosed the Bastrop CAD Board Resolution on this proposal and an estimated allocation of the proposal.

Section 6.051(b) of the Property Tax Code requires that “on or before the 30th day after the date the presiding officer receives notice of proposal, the governing body may approve or disapprove the proposal.”

We look forward to sharing this information with your governing body at your meeting within the next 30 days. Please find enclosed a sample resolution for your considered support of this proposal. I look forward to receiving notification of when your meeting is scheduled. We will be there to present this information and answer any questions you may have.

Please feel free to call or e-mail me at 512-303-1930, ext 126 or faun@bastropcad.org if you have any questions.

Faun Cullens, RPA, CCA
Chief Appraiser

TAXING UNIT: _____

Resolution No. _____

RESOLUTION FOR THE BASTROP CENTRAL APPRAISAL DISTRICT FACILITIES PROPOSAL

WHEREAS, Section 6.051(b) of the Texas Property Tax Code, requires that each taxing unit entitled to vote on the appointment of board members receive the Bastrop CAD board's resolution, together with information showing the costs of the proposal and on or before the 30th day after receiving the notice of proposal, the governing body may approve or disapprove the proposal.

THEREFORE, the _____ submits their
(taxing unit)

_____ of the Bastrop CAD facilities proposal.
(approval/disapproval)

ACTION TAKEN this _____ day of _____, 2021, in
_____ Session of the governing body of the above-mentioned taxing unit; as
authorized under Section 6.051(b) of the Texas Property Tax Code, for the purpose of
acting on the proposal.

ATTEST:

**BASTROP CENTRAL APPRAISAL DISTRICT
LOCAL SUPPORT ALLOCATION CHART - 2022**

JURISDICTION	2020 PERCENTAGE	Estimated to Finance	Estimated Cost to Entity
Bastrop County	26.83%	200,000	53,656.47
Bastrop ISD	39.33%	200,000	78,656.56
Bastrop City	3.88%	200,000	7,768.18
Elgin ISD	12.10%	200,000	24,204.35
Elgin City	2.37%	200,000	4,730.04
Lexington ISD	0.02%	200,000	42.36
McDade ISD	0.80%	200,000	1,592.37
Smithville ISD	8.31%	200,000	16,617.03
Smithville City	1.06%	200,000	2,125.40
WCID #3	0.09%	200,000	170.29
Bastrop Cty MUD#1	0.26%	200,000	511.48
Bastrop County ESD#1	1.86%	200,000	3,719.00
Bastrop County ESD#2	1.04%	200,000	2,073.28
Bastrop-Travis Cts ESD#1	0.91%	200,000	1,828.79
The Colony MUD#1A	0.08%	200,000	151.91
The Colony MUD#1B	0.00015%	200,000	0.30
The Colony MUD#1C	0.00023%	200,000	0.46
The Colony MUD#1D	0.02%	200,000	44.83
The Colony MUD#1E	0.18%	200,000	368.98
The Colony MUD#1F	0.01%	200,000	19.36
West Bastrop Village MUD	0.00307%	200,000	6.13
Altessa MUD	0.00004%	200,000	0.09
Elgin MUD#1	0.00011%	200,000	0.23
Elgin MUD#2	0.00011%	200,000	0.22
ACC - Elgin	0.86%	200,000	1,711.90
TOTALS			\$ 200,000
	100.00%		



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT FOR TRANSFER OF CERTAIN RETAIL WATER CCN SERVICE AREA FROM THE AQUA WATER SUPPLY CORPORATION TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing the execution of an agreement with the Aqua Water Supply Corporation providing general terms and conditions whereby certain properties within the Aqua CCN would be transferred to the City.

BACKGROUND:

Discussed previously; Within the Elgin community, there currently exists two public water supply systems providing water services to homes and businesses: the City of Elgin and the Aqua Water Supply Corporation, a rural nonprofit water supply corporation.

This situation has caused confusion and concern, as there are a growing numbers of new homes inside the city limits, that – by law – don't receive drinking water from the City, but from Aqua. In addition, as a rural water supply corporation, Aqua is neither equipped nor desirous of providing water services to major residential and commercial developments such as those now occurring in Elgin.

Accordingly, the respective staffs and legal counsels of both organizations have worked together to develop terms and conditions whereby the City would begin to acquire certain developing areas within Aqua's CCN that will otherwise be fully serviced by the City, the cost for which will be passed on to the affected developer.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval a Resolution authorizing the execution of an agreement with the Aqua WSC providing general terms and conditions whereby certain properties within the Aqua CCN would be transferred to the City as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution (2) Master Agreement

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

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A
MASTER AGREEMENT FOR TRANSFER OF CERTAIN
RETAIL WATER CCN SERVICE AREA FROM THE AQUA
WATER SUPPLY CORPORATION TO THE CITY OF ELGIN
AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) and Aqua Water Supply Corporation (“Aqua”), a nonprofit water supply corporation, are the owners and operators of public water supply systems as authorized by the Texas Commission on Environmental Quality; and,

WHEREAS, a number of new subdivisions are currently under development inside the Aqua Certificate of Convenience and Necessity (“CCN”) and the City Wastewater CCN, creating circumstances whereby certain subdivisions currently located within the Aqua CCN may be better served by the City, based on existing infrastructure currently available to meet all standards for residential and commercial development; and

WHEREAS, it is found to be in the best interests of both Aqua and the City to transfer portions of the Aqua Water CCN to the City to provide water service to certain tracts or parcels.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute the *Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin*, a copy which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Future Budget Amendment. The City Council does hereby acknowledge that costs associated with this item were not specifically included within the approved *FY21-22 City of Elgin Annual Operating Budget*; and that said budget may be amended at a future date to formally appropriate funds for this item.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 18th day of January, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

DRAFT – NOVEMBER 2021

**MASTER AGREEMENT FOR TRANSFER OF CERTAIN RETAIL WATER
CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN**

BETWEEN

CITY OF ELGIN, TEXAS

AND

AQUA WATER SUPPLY CORPORATION

EFFECTIVE _____

AGREEMENT TO TRANSFER OF CCN

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND CONSTRUCTION OF AGREEMENT	6
1.1 Defined Terms.	6
1.2 Rules of Construction.	10
1.3 Recitals.....	10
1.4 Captions.	10
ARTICLE II. PROVISIONS FOR VOLUNTARY TRANSFER OF CCN	11
2.1 Agreement to Convey Aqua’s CCN to Elgin.....	11
2.2 Definition of Geographical Area Covered Under the Agreement.....	11
2.3 Procedures for Initiating Amendment to the Master Agreement	12
2.4 Review and Agreement to Requests for Release of CCN	13
2.5 Petition to PUC for Release of CCN	13
ARTICLE III. COMPENSATION AND PAYMENT	13
3.1 Compensation.	13
3.2 Reasonableness of Rates	13
3.3 Modification of Rates.....	13
3.4 Payment.....	14
3.5 Breach for Failure to Timely Pay	14
3.6 Disputed Bills	14
ARTICLE IV. OWNERSHIP OF FACILITIES.....	15
4.1 Transfer of Ownership.....	14
4.2 Ownership of Facilities.....	15
ARTICLE V. DEFAULT AND TERMINATION	15
5.1 Event of Default.....	15
5.2 Remedies.....	15
5.3 Elgin Right to Suspend or Terminate.....	16
5.4 Termination for Continued or Multiple Force Majeure.....	17
5.5 Termination by One Party.....	17
5.6 Effective date of Termination	17
ARTICLE VI. DISPUTE RESOLUTION	17
6.1 Attempt to Resolve.	17
6.2 Non-Binding Mediation.	18
6.3 Costs of Mediation.....	18
ARTICLE VII. REPRESENTATIONS, WARRANTIES AND COVENANTS	18
7.1 Elgin Representations and Warranties.....	18
7.2 Aqua Representations and Warranties.....	19
ARTICLE VIII. TERM.....	21
ARTICLE IX. MISCELLANEOUS	21
9.1 Assignment.	21
9.2 Governing Law and Venue.	21
9.3 Notices.	21
9.4 No Waiver of Rights.	22
9.5 Severability.	22

9.6	Entire Agreement.	23
9.7	Amendments.	23
9.8	Cooperative Drafting.	23
9.9	Counterparts.	23
9.10	Third Party Beneficiaries.	24
9.11	Deadlines.....	24

EXHIBITS:

EXHIBIT A – Map of Aqua’s CCN boundaries subject to voluntary conveyance to Elgin.	24
EXHIBIT B – Sample Amendment to Master Agreement Requesting Conveyance of CCN.	26
EXHIBIT C – Notice Addresses.....	31

**MASTER AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN
SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN**

This Master Agreement (“Agreement”) establishes basic terms and conditions under which Aqua Water Supply Corporation may consent to transfer portions of its certificated retail water service area to the City of Elgin is made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”), a non-profit water supply corporation in Bastrop, Caldwell, Williamson, Lee, Fayette, and Travis Counties, Texas, and the City of Elgin, Texas (hereinafter called “Elgin”), a home rule city, body politic of the State of Texas, and retail public utility, and is effective the ____ day of _____, 20__ (the “Effective Date”).

WITNESSETH:

WHEREAS, Elgin holds retail water Certificate of Convenience and Necessity (“CCN”) No. 10311 regulated by the Public Utility Commission of Texas (“PUC”), or its predecessors or successors in interest (“Elgin Water CCN”); and

WHEREAS, Elgin holds retail wastewater Certificate of Convenience and Necessity (“CCN”) No. 20120 regulated by the Public Utility Commission of Texas (“PUC”), or its predecessors or successors in interest (“Elgin Wastewater CCN”); and

WHEREAS, Aqua holds retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 regulated by the PUC, or its predecessors or successors in interest (“Aqua Water CCN”) which is adjacent to Elgin Water CCN; and

WHEREAS, a number of new subdivisions are currently being developed and/or are planned to be developed inside the Aqua Water CCN and the Elgin Wastewater CCN and there could be specific situations where certain subdivisions contiguous to areas currently receiving water service by Elgin may be better served by Elgin in regards to water service based on existing

infrastructure currently available to meet all standards for residential and commercial development; and

WHEREAS, some or all of the land under consideration, and subject to potential conveyance is shown in EXHIBIT A, located within the Aqua Water CCN and the Elgin Wastewater CCN (“Subject Territory”); and

WHEREAS, Chapter 13 of the Texas Water Code and the PUC rules allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, it is found to be in the best interests, both operationally and financially, of Aqua and Elgin to transfer portions of the Aqua Water CCN located within the Subject Territory to Elgin from time to time, under terms and conditions stated in this Agreement as well as Amendments to this Agreement that describe the specific portions, certain tracts or parcels; and

WHEREAS, Elgin and Aqua agree that a determination will be made by Elgin that Elgin has sufficient water supply available to provide water service to a specific portion of the Aqua Water CCN contiguous to areas currently receiving water service from Elgin and located within the Subject Territory and Elgin will provide written notification of Elgin’s interest in serving the specific portion along with a written determination of Elgin’s ability to serve; and

WHEREAS, after receiving Elgin’s written notification of Elgin’s interest in serving a specific portion of the Aqua Water CCN within the Subject Territory, Aqua will determine if Aqua will agree to transfer that specific portion of the Aqua Water CCN to Elgin in accordance with the terms and conditions provided in this Agreement; and

WHEREAS, each amendment to this Agreement shall be address any issues unique to the specific portion of the Aqua Water CCN subject to transfer to Elgin, including, but not limited to,

any stranded assets for Aqua, easement acquisition, and existing customers located within the specific portion to be transferred.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Aqua agrees to transfer portions of its CCN to Elgin on the terms and conditions and for the consideration set forth herein.

ARTICLE I. DEFINITIONS AND CONSTRUCTION OF AGREEMENT

1.1 Defined Terms. Capitalized terms used in this Agreement and in any exhibit, attachment, or amendment that is made a part of this Agreement. The following additional terms shall have the meanings set forth herein:

(a) “Agreement” means this contract or agreement between the Parties, otherwise known as the Master Agreement For the Transfer of Retail Water CCN Service Area from Aqua and any written amendments thereto.

(b) “Business Day” means any Day other than Saturdays, Sundays, and Days on which banks in the Service Area of Elgin are required or permitted to be closed for all or part of their customary hours of operation.

(c) “CCN” means a retail water certificate of convenience and necessity granted by the Public Utilities Commission or its predecessor or successor agency under the provisions of the Texas Water Code.

(d) “Claim” means any claim, action, cause of action, suit or proceeding before any Governmental Authority or arbitral tribunal.

(e) “Concept Plan” means a generalized plan that indicates the boundaries of a tract or tracts under common ownership, general lot or parcel layout, community use or public areas, and street alignments in accordance with the City of Elgin’s Subdivision Code.

(f) “Effective Date” means the date on which this Agreement becomes effective.

(g) “Event of Default” means an event by which a Party is in default of this Agreement.

(h) “Fiscal Year” means Elgin’s fiscal year, which extends from October 1 through September 31 of each year.

(i) “Governmental Authority” means and includes any federal, state, local or other governmental body, including but not limited to the Lost Pines Groundwater Conservation District, any governmental or quasi-governmental, regulatory or administrative agency, commission, body, or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or other governmental tribunal.

(j) “Impact Fees” means those fees charged to developers per LUE by Elgin for connecting to the Elgin’s utility system.

(k) "Landowner," "owner of a tract of land," and "owners of each tract of land" include multiple owners of a single deeded tract of land as shown on the appraisal roll of the appraisal district established for each county in which the property is located.

(l) “Loss(es)” means and includes any loss, cost, expense, claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney’s fees and expenses).

(m) "Municipality" means cities existing, created, or organized under the general, home-rule, or special laws of this state.

(n) "Municipally owned utility" means any utility owned, operated, and controlled by a municipality or by a nonprofit corporation whose directors are appointed by one or more municipalities.

(o) "Municipal utility district" means a political subdivision of this state operating under Chapter 49 and 54 of the Water Code.

(p) "Party" or "Parties" means Aqua, Elgin, and their respective successors or assigns.

(q) "Payment Due Date" means a date not to exceed 30 days from the date Elgin receives payment from a developer for the City's water impact fee.

(r) "Permit" means any permit, order, license, declaration, consent, waiver, approval, registration, or filing with or other requirement of any Governmental Authority.

(s) "Platting"

(i) *Preliminary Plat* means a map of a proposed land subdivision in accordance with the City of Elgin's Subdivision Code that shows the character and proposed layout of the property in sufficient detail to indicate the suitability of the proposed subdivision of land. A preliminary plat is required for all subdivisions of land that consist of five (5) or more lots and the parent tract and/or the proposed lots are less than ten (10) acres in size.

(ii) *Re-plat* means a map of a formal land subdivision prepared in a form suitable for filing of record showing the alteration of any part or all of any lot, block or tract of a previously platted subdivision in accordance with the City of Elgin's Subdivision Code.

(iii) *Short Form Plat* means a map of a proposed land subdivision in accordance with the City of Elgin's Subdivision Code creating four (4) or fewer lots, with said lot(s) fronting on an existing street, and not requiring the creation of any new streets, public improvements, or the extension of infrastructure facilities.

(t) "PUC" or "Commission" means the Public Utility Commission of Texas, and its successor agencies.

(u) "Regulatory authority" means, in accordance with the context in which it is found, the commission, the utility commission, or the governing body of a municipality.

(v) "Requirement of Law" means any statute, ordinance, code, rule or regulation, tariff or policy, and judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any Permit, or any other binding determination of any Governmental Authority.

(w) "Retail public utility" means any person, corporation, public utility, water supply or sewer service corporation, municipality, political subdivision or agency operating, maintaining, or controlling in this state facilities for providing potable water service or sewer service, or both, for compensation.

(x) "Service Area" means the area contained within the Elgin Water CCN or the Aqua Water CCN, as appropriate, as may be amended from time to time.

(y) "Subject Territory" means the area located within both the Aqua Water CCN and the Elgin Wastewater CCN.

(z) "Transfer Fee" or "Transfer Fees" means the price to be paid by Elgin to Aqua for the transfer of a portion of the Aqua Water CCN under this Agreement, which Transfer Fee shall be based on a per acre charge in an amount defined and in the manner specified in Article III of this Agreement.

1.2 Rules of Construction.

(a) Unless the context otherwise clearly requires:

(i) references to the plural include the singular, and references to the singular include the plural;

(ii) references to the masculine, feminine or neuter include all such forms;

- (iii) the words “include,” “includes,” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”;
 - (iv) the terms “hereof,” “herein,” “hereunder,” “hereto,” and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement; and
 - (v) “or” is used in the inclusive sense of “and/or.”
- (b) Unless otherwise specified, any reference to any document, instrument or agreement:
- (i) includes and incorporates all exhibits, schedules and other attachments thereto;
 - (ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof; and
 - (iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.
- (c) Unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

1.3 Recitals. All recitals of the Preamble are incorporated and made a part of this Agreement.

1.4 Captions. All titles of sections of this Agreement have been inserted for reference only and shall in no way affect the interpretation of this Agreement.

**ARTICLE II.
PROVISIONS FOR TRANSFER OF CCN**

2.1 Agreement to Transfer Specific Portions of the Aqua Water CCN to Elgin.

(a) Subject to terms and conditions set forth in this Agreement and any amendments thereto, Aqua agrees to transfer to Elgin certain portions of the Aqua Water CCN contiguous to areas currently receiving water service from Elgin; located within the Subject Territory as defined in Section 2.2; and identified in the amendments to this Master Agreement, under conditions agreed to by both parties.

(b) Transfer of said portions of the Aqua Water CCN will only be made in strict accordance to provisions of this Master Agreement as well as all specific provisions contained in any amendments to this Agreement.

2.2 Definition of Geographical Area Covered Under this Agreement. – The map shown in **EXHIBIT A** defines the boundaries of the geographical area covered under this Agreement. The geographical area covered by this Agreement is defined as the Subject Territory or the area which lies within the Aqua Water CCN and the Elgin Wastewater CCN.

2.3 Requirement that Areas Eligible for Transfer Be Contiguous to Areas Currently Receiving Water Service from Elgin – Aqua and Elgin agree that any property located within the Subject Territory that will be transferred to Elgin by Aqua must be contiguous to areas currently receiving water service from Elgin at the time of the request for transfer submitted by Elgin to Aqua.

2.4 Procedures for Initiating Amendment to the Master Agreement – Within 30 days of submittal to Elgin by a developer of a Concept Plan or Preliminary Plat, if a Concept Plan is not required, a Short Form Plat or Re-Plat that intends to develop a tract(s) of land within the Subject

Territory, Elgin is directed to submit a request to Aqua in the form of an amendment to this Master Agreement to release the portion of the Aqua Water CCN within the area identified in the Concept Plan, Preliminary Plat, Short Form Plat or Re-Plat to Elgin under the terms and conditions defined in this Agreement. Said request will be in the form of an amendment to this Master Agreement approved by the City Council of Elgin and stipulates the location and amount of acreage requested as well as additional terms or conditions of the transfer if needed. A *pro forma* copy of the requisite amendment is shown in EXHIBIT B.

2.5 Addressing Unique Circumstances in Each Amendment. Each amendment to this Agreement shall be subject to negotiation and shall address any issues unique to the specific portion of the Aqua Water CCN subject to transfer to Elgin, including, but not limited to, any stranded assets for Aqua, easement acquisition, and existing customers located within the specific portion to be transferred, and any payments due from Elgin to Aqua over and above the payments made by Elgin to Aqua pursuant to Section 3.1 of this Agreement.

2.6 Review and Agreement to Requests for Release of CCN - Upon receipt of the request by Elgin for release of a specific portion of the Aqua Water CCN, the Aqua staff shall seek approval by the Aqua Board of Directors (“Aqua Board”) of the amendment approved by the City Council of Elgin that defines the boundaries of the specific portion of the Aqua Water CCN to be transferred. Approval by the Aqua Board will not be unreasonably withheld.

2.7 Application at PUC to Transfer Specific Portion of CCN – Upon execution of this Agreement, Purchaser shall address all regulatory matters at the PUC related to this Agreement, including preparing, filing, and pursuing approval of any applications to transfer water certification for the Property from Aqua WSC’s retail water CCN service area as demonstrated in Exhibit A to Purchaser’s retail water CCN, and Aqua WSC shall consent to the transfer of the Property and

cooperate with Purchaser in connection therewith. Purchaser shall pay the full costs for all regulatory matters related to this Agreement, including the preparation, filing, and pursuing the approval of the application to transfer the service territory at the PUC, including any costs incurred by Aqua as part of the application process. Aqua agrees that the transfer may be completed by service territory agreement entered into pursuant to Section 13.248 of the Texas Water Code, and Aqua agrees to execute any such agreement upon request by Purchaser provided the service territory agreement is limited to the Property only.

ARTICLE III. COMPENSATION AND PAYMENT

3.1 Compensation. The initial Transfer Fee used to calculate total compensation paid to Aqua by Elgin for the transfer of the specified portions of the Aqua Water CCN under this Agreement is \$3,900 per acre.

3.2 Reasonableness of Rates. Elgin agrees that the Transfer Fees charged by Aqua and policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Transfer Fees charged by Aqua are subject to modification as provided herein. .

3.3 Modification of Transfer Fees. Elgin agrees to allow modification of the Transfer Fees charged to Elgin, as the Transfer Fee may be adjusted from time to time. The Transfer Fee charged for transfer of specified portions of the Aqua Water CCN may be increased by no more than the percentage increase in the fees imposed by Aqua on its customers in the preceding fiscal year.

3.4 Payment Process. The total amount owed to Aqua will be established in each amendment to the Agreement that specifies the specific portion of the Aqua Water CCN to be transferred to Elgin. The total amount owed by Elgin to Aqua under each amendment will consist of the Transfer Fee established in Section 3.1 of this Agreement multiplied by the amount of acreage plus the

additional costs determined by the Elgin and Aqua in accordance with Section 2.5 of this Agreement. This total amount will be paid by Elgin to Aqua within thirty (30) days of the collection by Elgin of the Impact Fees assessed on the development located on the specific portion of the Aqua Water CCN subject to transfer to Elgin.

3.5 Breach for Failure to Timely Pay. Should Elgin fail to tender payment to Aqua by the Payment Due Date, the bill shall be considered delinquent, unless contested in good faith as provided herein. In such event, Aqua shall notify Elgin of such delinquency in writing. If Elgin fails to make payment of the delinquent billing within thirty (30) Days from the Payment Due Date, then Aqua may, at its discretion, hold Elgin in breach of a material term and/or condition of this Agreement and any amendments thereto and Aqua may terminate this Agreement as provided herein.

3.6 Disputed Bills. If Aqua in good faith disputes the amount of the quarterly payment due, Aqua shall submit such dispute in writing to Elgin no later than thirty (30) days after receipt of the payment. If it is subsequently determined by agreement or court decision that the disputed amount paid by Elgin should have been less, or more, Elgin shall promptly revise the quarterly payment on the next quarterly payment.

ARTICLE IV. OWNERSHIP OF FACILITIES

4.1 Transfer of Ownership. As between the Parties, Elgin shall be deemed to have exclusive ownership of all infrastructure contained within the geographical area defined in each amendment to the Agreement and easements as needed to provide water to said developments after approval by the PUC of the transfer of such ownership and after the date of closing.

4.2 Ownership of Facilities.

(a) Elgin obtains no ownership, leasing, or management interest in any of Aqua's System not conveyed to Elgin through this Agreement or any amendment thereto or provision of water service set forth herein.

(b) Elgin obtains ownership, leasing, and management interest in all of Aqua's System conveyed to Elgin by or through this Agreement or any amendment thereto upon approval of the PUC and payment for such assets as set forth herein at closing.

(c) Aqua obtains no ownership, leasing, or management interest in any of Elgin's System by or through this Agreement or any amendment thereto or payment of any Transfer Fee set forth herein.

ARTICLE V. DEFAULT AND TERMINATION

5.1 Event of Default. It shall be an Event of Default by either Party if such Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) Days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching Party shall extend the cure period for any such breach (and thus no Event of Default shall occur) if the nature of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

5.2 Remedies. If an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to the following remedies, which shall be cumulative:

- (i) injunctive relief;
- (ii) specific performance;

- (iii) the right to cure the other Party's default;
- (iv) termination of this Agreement;
- (v) any of the remedies afforded in this Agreement; and
- (vi) any other remedies permitted at law or in equity, including damages.

5.3 Right to Suspend or Terminate. E Both Parties shall have the right, for their sole convenience and without cause, to terminate or suspend, in whole or in part, the respective parties's performance of any of their duties or obligations under this Agreement or any amendment thereto, upon twelve (12) months prior written notice to Aqua, if:

- (i) Elgin loses any Permit or other authorization from a Governmental Authority that is required by Elgin to perform its obligations under this Agreement;
- (ii) Elgin is unable to obtain any necessary Permit, Permit amendment, or other necessary authorization from a Governmental Authority to perform its respective duties under this Agreement; or
- (iii) Elgin loses its ability to transport water to customers within the acquired CCN.

5.4 Termination for Continued or Multiple Force Majeure. Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event the suspension of any material obligation of the Affected Party resulting from one or more events of Force Majeure continues for a period of more than three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Affected Party shall only be entitled to terminate this Agreement under this Section 10.4 if it has met its obligations under Section 9.1 (Procedures for Calling Force Majeure). The non-affected Party may, but shall not be obligated to, extend either such period for

such additional period as it deems appropriate, if the Affected Party is exercising due diligence in its efforts to cure the Force Majeure event.

5.5 Termination by One Party. Both Aqua and Elgin can terminate this Agreement and any amendment thereto by written notice no later than twelve (12) months in advance of the expiration of the Agreement.

5.6 Effective Date of Termination. Upon receipt of any notice of termination delivered pursuant to this Article V, this Agreement and any amendment thereto shall terminate, effective immediately, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, including, in the case of termination for any Event of Default, all of the damages incurred by the non-defaulting Party in connection with such Event of Default; and (ii) the covenants and obligations of the Parties set forth in this Agreement and any amendments thereto intended to survive the expiration or termination of this Agreement and any amendments thereto, which shall survive the expiration or earlier termination of this Agreement and any amendments thereto as expressly provided in this Agreement or any amendments thereto, or if no express survival period is provided for, then until such obligations have been satisfied, or, if later, pursuant to any applicable statute of limitations.

ARTICLE VI. DISPUTE RESOLUTION

6.1 Attempt to Resolve. The Parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Parties will first attempt to resolve the dispute by taking the following steps:

- (i) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written

response to be delivered to the dissatisfied Party not less than 5 (five) Days after receipt of the notice of dispute.

(ii) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Party, the dissatisfied Party shall give notice to that effect to the other Party whereupon each Party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the dispute.

(iii) If those persons cannot or do not resolve the dispute, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective Party, who shall then promptly meet, in person, to resolve the dispute.

6.2 Non-Binding Mediation. In the event the measures provided for in Section 6.1 are not successful in resolving the dispute, Elgin and Aqua shall enter into non-binding mediation in an attempt to resolve the dispute prior to commencing litigation. Elgin and Aqua shall mutually select an impartial individual to serve as mediator. In the event the Parties are unable to agree on an individual to serve as the mediator, either Party may apply to a State District Judge for Bastrop County who shall be empowered to designate an individual to serve as the mediator.

6.3 Costs of Mediation. Each Party shall bear its own costs and expenses associated with any mediation or appeal of any provision of this Agreement.

ARTICLE VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Elgin Representations and Warranties. Elgin hereby represents and warrants to Aqua, as of the date hereof, as follows:

(i) Elgin has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Elgin by the appropriate officials of Elgin, and constitutes the legal, valid and binding obligation of Elgin, enforceable against Elgin in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) The execution, delivery and performance of this Agreement by Elgin have been duly authorized under the bylaws and all other applicable Requirements of Law of Elgin and will not contravene any provision of or constitute a default under any other agreement or instrument to which Elgin is a party or by which Elgin or its property may be bound, and do not conflict with any Requirement of Law currently in force and applicable to Elgin.

(iv) There is no legislation, litigation, action, suit, proceeding, or investigation pending or (to the best of Elgin's knowledge) threatened, against Elgin, whether related to the operation of any facility that will supply water under this Agreement, or otherwise, before or by any Governmental Authority which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Elgin of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Elgin; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

7.2 Aqua Representations and Warranties. Aqua represents and warrants to Elgin, as of the date of this Agreement, as follows:

(i) Aqua is a retail public utility holding a CCN, and has all requisite power and authority to enter into and to perform its obligations hereunder, and to carry out the terms hereof and the transactions contemplated hereby.

(ii) This Agreement has been duly executed and delivered on behalf of Aqua, and constitutes the legal, valid and binding obligation of Aqua, enforceable against Aqua in accordance with its terms except as the enforceability thereof may be limited by: (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally; and (ii) general equitable principles.

(iii) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of Aqua's knowledge) threatened, against Aqua or related to Aqua's activities by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Aqua of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Aqua; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(iv) No officer or employee of Elgin has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement negotiations, or the entering into this Agreement. In no event will Aqua pay a fee to or in any other manner compensate any of Elgin's board members, officers, or employees in connection with the acceptance of this Agreement. A breach of this Subsection 13.2(iv)

shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

ARTICLE VIII. TERM

This Agreement shall be effective as of the date first written above and shall remain in force and effect for a period of ten (10) years from the Effective Date hereof.

ARTICLE IX. MISCELLANEOUS

9.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their legal successors, but the Agreement shall not be otherwise assignable in whole or in part by either Elgin or Aqua without first obtaining the written consent of the other.

9.2 Governing Law and Venue. The Constitution and the laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. All amounts due under this Agreement, including but not limited to payments due under this Agreement or damages for breach of this Agreement, shall be paid and be due in Bastrop County, Texas, which is the county in which the principal administrative offices of Elgin are located. It is specifically agreed that Bastrop County, Texas, is a principal place of performance of this Agreement. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

9.3 Notices. Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the Parties regarding the Agreement shall be given in writing and shall be deemed to have been given to the other Party upon either of the following dates:

(i) The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing; or

(ii) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail. Notice to Aqua and Elgin shall be made as provided on Exhibit C hereto.

(iii) The Parties shall have the right from time to time to change their respective addresses by giving written notice to the other Party.

9.4 No Waiver of Rights.

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

(b) Neither the failure by a Party to insist on any occasion upon the strict performance of the terms, conditions, and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach.

9.5 Severability. In case any one or more of the Articles, Sections, provisions, clauses or words of this Agreement shall for any reason be held to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect any other Articles, Sections, provisions, clauses or words of this Agreement, and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

9.6 Entire Agreement. This Agreement contains all the agreements between the Parties on the subjects contained herein. As of the Effective Date of this Agreement, this Agreement shall replace any and all prior agreements between the Parties, both verbal and written, with regard to the subject matter.

10.7 Amendments. This Master Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of Elgin and Aqua. This Master Agreement is designed to allow Amendments to be made to it that define specific developments that qualify under the general provisions of this Master Agreement as well as the terms and conditions defined in an Amendment for the specific development. Such developments that call for a transfer of a specific portion of the Aqua Water CCN to Elgin must be in the form and content of the Pro Forma Amendment shown in EXHIBIT B. The foregoing notwithstanding, the Parties hereto agree to use their best efforts to modify this Agreement and any amendments thereto if the Internal Revenue Service determines that a failure to do so would adversely affect the tax-exempt status of any outstanding tax-exempt obligations issued by Elgin or Aqua.

10.8 Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall

be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

10.10 Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the parties, any right, remedy, or Claim under or by reason of this Agreement. Any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreement of any Party with a third party.

10.11 Deadlines. To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

AQUA

ELGIN

By: _____

By: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

Date: _____

Date: _____

EXHIBITS

EXHIBIT “A”

Map Delineating Area Subject to Provisions of the Agreement

**Insert Map of Elgin’s Wastewater CCN overlaid on the Elgin Water CCN and the Aqua
Water CCN**

EXHIBIT “B”

Sample Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Elgin from the Aqua Water CCN

Title of Development: _____

Concept Plan ☐

Preliminary Plat ☐

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat _____

Name and Contact (Developer) _____

AMMENDMENT TO AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN

A Master Agreement (“Master Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Elgin was made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”) and the City of Elgin, Texas (hereinafter called “Elgin”), on ___ day of ____, 20__ (the “Effective Date”).

WITNESSETH:

WHEREAS, a Master Agreement dated _____ established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Elgin; and

WHEREAS, the planned development of _____ (NAME OF DEVELOPMENT) _____ , currently in the Aqua Water CCN has submitted a Concept Plan / Preliminary Plat consisting of _____ acres, which has been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the (NAME OF THE DEVELOPMENT) development meets the requirements of the conditions stipulated in the Master Agreement to be considered for transfer from the Aqua Water CCN to Elgin; and

WHEREAS, the land under consideration, and subject to conveyance is shown in ATTACHMENT A, and which is located within the Aqua Water CCN and the Elgin Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Elgin and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Elgin; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Elgin will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Elgin and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Elgin on the terms and conditions and for the consideration set forth herein.

SECTION 1.0

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO ELGIN

Section 1.01 – Definition of Specific Portion of the Aqua Water CCN to be conveyed to Elgin

Attachment A to this Agreement shows a map of the (NAME THE DEVELOPMENT) Development that is covered by this Amendment to the Master Agreement. The map shows the location of the development in relation to the City limits of Elgin, the current Water CCN of Elgin, the parcels included in the development as well as the number of acres that comprise the development.

Section 1.02 – Calculation of compensation

As stipulated in the Master Agreement and agreed to by both parties, calculation of the compensation to be paid to Aqua by Elgin for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$3,900.00 = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$\text{_____ acres} \times \$3900.00 = \$\text{_____}$$

Section 1.03 – Additional Amounts Owed to Aqua (IF APPLICABLE)

As negotiated by Elgin and Aqua, Elgin shall pay Aqua the amount of \$_____ (for stranded assets, easement acquisition, existing customers, etc.)

Section 1.04 – Payment

Payment of the amounts calculated in Section 1.02 and 1.03 shall be paid in accordance with terms and conditions of the Master Agreement as specified in Section 3.4.

Section 1.05 -- Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this

Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

AQUA

ELGIN

By: _____
_____,

By: _____
_____,

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

Date: _____

Date: _____

ATTACHMENT A-1 THRU 3

Map Showing the area of Aqua Water CCN subject to the transfer for (NAME OF
DEVELOPMENT)

EXHIBIT “C”

Name and Address for Notice to Aqua

Dave McMurry
General Manager
Aqua Water Supply Corporation
415 Old Austin Highway
Drawer P
Bastrop, Texas 78602

Name and Address for Notice to Elgin

Thomas L. Mattis
City Manager
City of Elgin
310 Main Street
Elgin, Texas 78621



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE HOMESTEAD ESTATES WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing the transfer of the Homestead Estates subdivision from the Aqua Water Supply Corporation (WSC) Certificate of Convenience and Necessity (CCN) to the City CCN.

BACKGROUND:

Discussed previously; The City and Aqua WSC have executed a Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua CCN to the City to provide water service to certain tracts, land parcels, and/or developments.

The agreement stipulates certain conditions whereby the City would begin to acquire certain developing areas within Aqua's CCN that will otherwise be fully serviced by the City, the cost for which will be passed on to the affected developer.

The **Homestead Estates** is a new residential subdivision being constructed under a Development Agreement with the City and is eligible for transfer of Aqua CCN to the city.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval a Resolution authorizing the transfer of the Homestead Estates subdivision from the Aqua WSC CCN (CCN) to the City as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution (2) Agreement Amendment

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

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING AN AMENDMENT TO THE AQUA WSC
MASTER AGREEMENT FOR TRANSFER OF THE
HOMESTEAD ESTATES WATER CCN SERVICE AREA
FROM AQUA WSC TO THE CITY OF ELGIN AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) and Aqua Water Supply Corporation (“Aqua”) have executed a *Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin*, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua Certificate of Convenience and Necessity (“CCN”) to the City to provide water service to certain tracts or land parcels; and,

WHEREAS, the Homestead Estates is a new residential subdivision being constructed under a Development Agreement with the City and is eligible for transfer of Aqua CCN to the city; and,

WHEREAS, it is found to be in the best interests of both Aqua and the City to complete the transfer of the Aqua Water CCN to the City to provide water service to said property.

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

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute the *Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Elgin from the Aqua Water CCN* associated with the Homestead Estates, a copy which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Future Budget Amendment. The City Council does hereby acknowledge that costs associated with this item were not specifically included within the approved *FY21-22 City of Elgin Annual Operating Budget*; and that said budget may be amended at a future date to formally appropriate funds for this item.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 18th day of January, 2022

ATTEST:

RON M. RAMIREZ, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

EXHIBIT “B-2”

Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Elgin from the Aqua Water CCN

Title of Development: HOMESTEAD ESTATES

Concept Plan ☐

Preliminary Plat ☒

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: February 25, 2019

Name and Contact (Developer): LGI Homes, Shannon Birt

AMMENDMENT TO AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN

A Master Agreement (“Master Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Elgin was made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”) and the City of Elgin, Texas (hereinafter called “Elgin”), on ___ day of ____, 20__ (the “Effective Date”).

WITNESSETH:

WHEREAS, a Master Agreement dated _____ established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Elgin; and

WHEREAS, the planned development of Homestead Estates, currently in the Aqua Water CCN has submitted a Concept Plan / Preliminary Plat consisting of 120.601 acres, which has been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the Homestead Estates development meets the requirements of the conditions stipulated in the Master Agreement to be considered for transfer from the Aqua Water CCN to Elgin; and

WHEREAS, the land under consideration, and subject to conveyance is shown in ATTACHMENT A, and which is located within the Aqua Water CCN and the Elgin Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Elgin and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Elgin; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Elgin will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Elgin and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Elgin on the terms and conditions and for the consideration set forth herein.

SECTION 1.0

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO ELGIN

Section 1.01 – Definition of Specific Portion of the Aqua Water CCN to be conveyed to Elgin

Attachment A to this Agreement shows a map of the Homestead Estates Development that is covered by this Amendment to the Master Agreement. The map shows the location of the development in relation to the City limits of Elgin, the current Water CCN of Elgin, the parcels included in the development as well as the number of acres that comprise the development.

Section 1.02 – Calculation of compensation

As stipulated in the Master Agreement and agreed to by both parties, calculation of the compensation to be paid to Aqua by Elgin for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$3,900.00 = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$120.601 \text{ acres} \times \$3900.00 = \$470,343.90$$

Section 1.03 – Additional Amounts Owed to Aqua (IF APPLICABLE)

As negotiated by Elgin and Aqua, Elgin shall pay Aqua the amount of \$ (for stranded assets, easement acquisition, existing customers, etc.)

Section 1.04 – Payment

Payment of the amounts calculated in Section 1.02 and 1.03 shall be paid in accordance with terms and conditions of the Master Agreement as specified in Section 3.4.

Section 1.05 -- Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

AQUA

ELGIN

By: _____
_____,

By: _____
_____,

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

Date: _____

Date: _____

ATTACHMENT A-2

Map Showing the area of Aqua Water CCN subject to the transfer for Homestead Estates

CITY OF ELGIN, TX
AQUA CCN TRANSFER
ATTACHMENT A-2
HOMESTEAD ESTATES

HOMESTEAD ESTATES
(PHASE 1 & 2)
120.601 ACRES

AQUA CCN

ELGIN CCN

SUBDIVISIONS

TRANSFER AREA

CITY LIMITS

0

250

500

1000

SCALE : 1" = 500'

N

TRC

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE HARVEST RIDGE MUD WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing the transfer of the Harvest Ridge Municipal Utility District (MUD) from the Aqua Water Supply Corporation (WSC) Certificate of Convenience and Necessity (CCN) to the City CCN.

BACKGROUND:

Discussed previously; The City and Aqua WSC have executed a Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua CCN to the City to provide water service to certain tracts, land parcels, and/or developments.

The agreement stipulates certain conditions whereby the City would begin to acquire certain developing areas within Aqua's CCN that will otherwise be fully serviced by the City, the cost for which will be passed on to the affected developer.

The **Harvest Ridge Municipal Utility District** is a new residential subdivision being constructed under a Development Agreement with the City and is eligible for transfer of Aqua CCN to the city.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval a Resolution authorizing the transfer of the Harvest Ridge MUD from the Aqua WSC CCN (CCN) to the City as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution (2) Agreement Amendment

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

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING AN AMENDMENT TO THE AQUA WSC
MASTER AGREEMENT FOR TRANSFER OF THE
HARVEST RIDGE MUD WATER CCN SERVICE AREA
FROM AQUA WSC TO THE CITY OF ELGIN AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) and Aqua Water Supply Corporation (“Aqua”) have executed a *Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin*, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua Certificate of Convenience and Necessity (“CCN”) to the City to provide water service to certain tracts or land parcels; and,

WHEREAS, the Harvest Ridge Municipal Utility District is a new residential subdivision being constructed under a Development Agreement with the City and is eligible for transfer of Aqua CCN to the city; and,

WHEREAS, it is found to be in the best interests of both Aqua and the City to complete the transfer of the Aqua Water CCN to the City to provide water service to said property.

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

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute the *Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Elgin from the Aqua Water CCN* associated with the Harvest Ridge Municipal Utility District, a copy which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Future Budget Amendment. The City Council does hereby acknowledge that costs associated with this item were not specifically included within the approved *FY21-22 City of Elgin Annual Operating Budget*; and that said budget may be amended at a future date to formally appropriate funds for this item.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 18th day of January, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

EXHIBIT “B-1”

Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Elgin from the Aqua Water CCN

Title of Development: HARVEST RIDGE (FORMERLY KNOWN AS ALTESSA RANCH)

Concept Plan ☒

Preliminary Plat ☐

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: October 16, 2019

Name and Contact (Developer): Clayton Properties Group, Adam B. Boenig

AMMENDMENT TO AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN

A Master Agreement (“Master Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Elgin was made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”) and the City of Elgin, Texas (hereinafter called “Elgin”), on ____ day of _____, 20__ (the “Effective Date”).

WITNESSETH:

WHEREAS, a Master Agreement dated _____ established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Elgin; and

WHEREAS, the planned development of Harvest Ridge (formerly known as Altessa Ranch), currently in the Aqua Water CCN has submitted a Concept Plan / Preliminary Plat consisting of 283.115 acres, which has been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the Harvest Ridge development meets the requirements of the conditions stipulated in the Master Agreement to be considered for transfer from the Aqua Water CCN to Elgin; and

WHEREAS, the land under consideration, and subject to conveyance is shown in ATTACHMENT A, and which is located within the Aqua Water CCN and the Elgin Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Elgin and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Elgin; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Elgin will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Elgin and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Elgin on the terms and conditions and for the consideration set forth herein.

SECTION 1.0

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO ELGIN

Section 1.01 – Definition of Specific Portion of the Aqua Water CCN to be conveyed to Elgin

Attachment A to this Agreement shows a map of the Harvest Ridge Development that is covered by this Amendment to the Master Agreement. The map shows the location of the development in relation to the City limits of Elgin, the current Water CCN of Elgin, the parcels included in the development as well as the number of acres that comprise the development.

Section 1.02 – Calculation of compensation

As stipulated in the Master Agreement and agreed to by both parties, calculation of the compensation to be paid to Aqua by Elgin for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$3,900.00 = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$283.115 \text{ acres} \times \$3900.00 = \$1,104,148.50$$

Section 1.03 – Additional Amounts Owed to Aqua (IF APPLICABLE)

As negotiated by Elgin and Aqua, Elgin shall pay Aqua the amount of \$ [REDACTED] (for stranded assets, easement acquisition, existing customers, etc.)

Section 1.04 – Payment

Payment of the amounts calculated in Section 1.02 and 1.03 shall be paid in accordance with terms and conditions of the Master Agreement as specified in Section 3.4.

Section 1.05 -- Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this

Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

AQUA

ELGIN

By: _____
_____,

By: _____
_____,

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

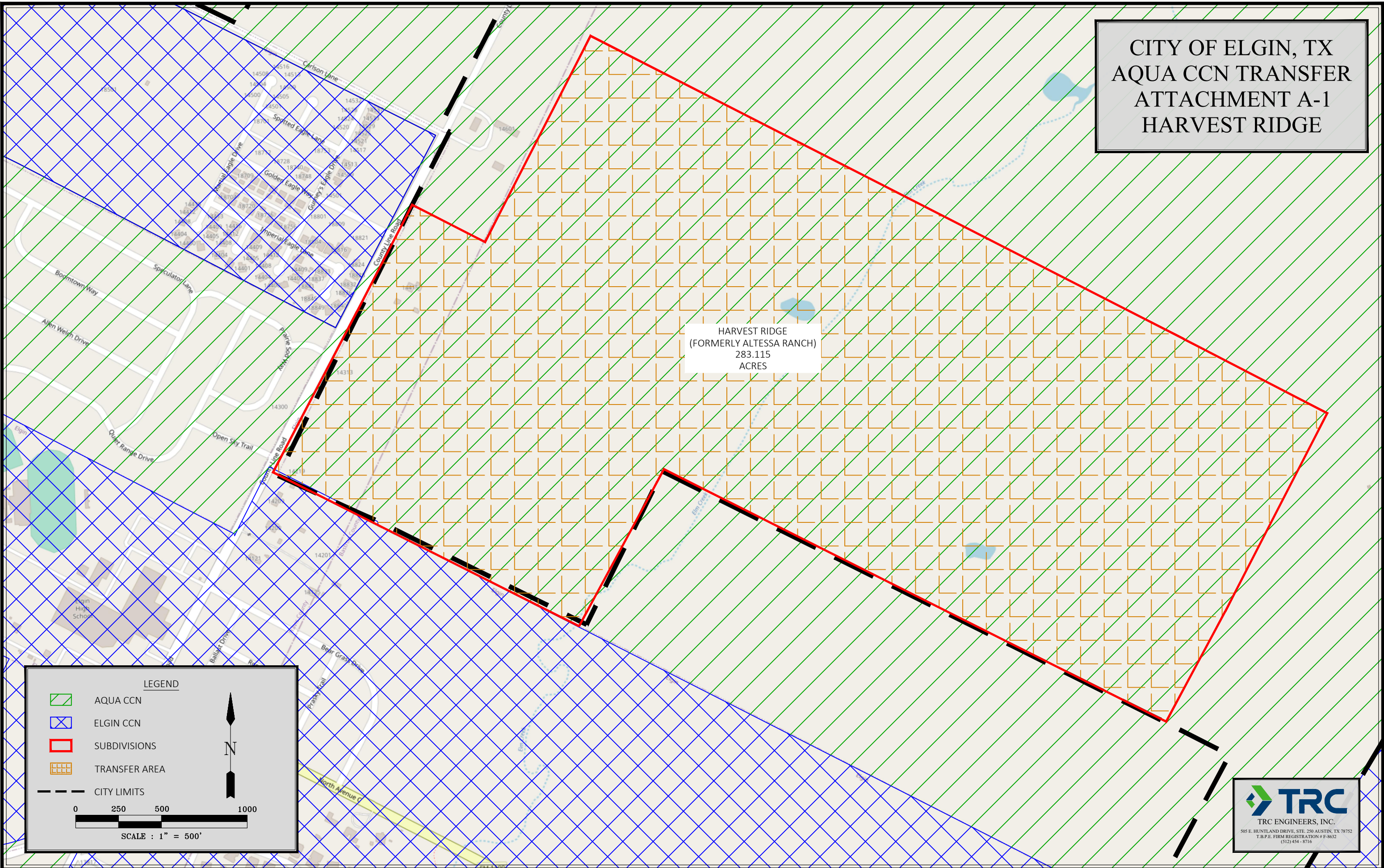
Date: _____

Date: _____

ATTACHMENT A-1

Map Showing the area of Aqua Water CCN subject to the transfer for Harvest Ridge

CITY OF ELGIN, TX
AQUA CCN TRANSFER
ATTACHMENT A-1
HARVEST RIDGE





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE ELGIN BUSINESS PARK III WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing the transfer of the Elgin Business Park III from the Aqua Water Supply Corporation (WSC) Certificate of Convenience and Necessity (CCN) to the City CCN.

BACKGROUND:

Discussed previously; The City and Aqua WSC have executed a Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua CCN to the City to provide water service to certain tracts, land parcels, and/or developments.

The agreement stipulates certain conditions whereby the City would begin to acquire certain developing areas within Aqua's CCN that will otherwise be fully serviced by the City, the cost for which will be passed on to the affected developer.

The **Elgin Business Park III** is a new commercial subdivision being constructed under a Development Agreement with the City and is eligible for transfer of Aqua CCN to the city.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval a Resolution authorizing the transfer of the Elgin Business Park III from the Aqua WSC CCN (CCN) to the City as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution (2) Agreement Amendment

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

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING AN AMENDMENT TO THE AQUA WSC
MASTER AGREEMENT FOR TRANSFER OF THE
ELGIN BUSINESS PARK III WATER CCN SERVICE
AREA FROM AQUA WSC TO THE CITY OF ELGIN AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) and Aqua Water Supply Corporation (“Aqua”) have executed a *Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin*, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua Certificate of Convenience and Necessity (“CCN”) to the City to provide water service to certain tracts or land parcels; and,

WHEREAS, the Elgin Business Park III is a new commercial subdivision being constructed by the City and is eligible for transfer of Aqua CCN to the city; and,

WHEREAS, it is found to be in the best interests of both Aqua and the City to complete the transfer of the Aqua Water CCN to the City to provide water service to said property.

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

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute the *Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Elgin from the Aqua Water CCN* associated with the Elgin Business Park III, a copy which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Future Budget Amendment. The City Council does hereby acknowledge that costs associated with this item were not specifically included within the approved *FY21-22 City of Elgin Annual Operating Budget*; and that said budget may be amended at a future date to formally appropriate funds for this item.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 18th day of January, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

EXHIBIT “B-3”

Amendment to Master Agreement for Elgin Business Park III – Ranch Parcel Development Subject to Transfer to Elgin from the Aqua Water CCN

Title of Development: ELGIN BUSINESS PARK III

Concept Plan ☐

Preliminary Plat ☒

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: December 13, 2021

Name and Contact (Developer): Owen Rock, Director, Elgin EDC

AMMENDMENT TO AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN

A Master Agreement (“Master Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Elgin was made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”) and the City of Elgin, Texas (hereinafter called “Elgin”), on ____ day of _____, 20__ (the “Effective Date”).

WITNESSETH:

WHEREAS, a Master Agreement dated _____ established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Elgin; and

WHEREAS, the planned development of Elgin Business Park III – Ranch Parcel, currently in the Aqua Water CCN has submitted a Concept Plan / Preliminary Plat consisting of 14.727 acres, which has been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the Elgin Business Park III development meets the requirements of the conditions stipulated in the Master Agreement to be considered for transfer from the Aqua Water CCN to Elgin; and

WHEREAS, the land under consideration, and subject to conveyance is shown in ATTACHMENT A, and which is located within the Aqua Water CCN and the Elgin Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Elgin and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Elgin; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Elgin will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Elgin and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Elgin on the terms and conditions and for the consideration set forth herein.

SECTION 1.0

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO ELGIN

Section 1.01 – Definition of Specific Portion of the Aqua Water CCN to be conveyed to Elgin

Attachment A to this Agreement shows a map of the Elgin Business Park III Development that is covered by this Amendment to the Master Agreement. The map shows the location of the development in relation to the City limits of Elgin, the current Water CCN of Elgin, the parcels included in the development as well as the number of acres that comprise the development.

Section 1.02 – Calculation of compensation

As stipulated in the Master Agreement and agreed to by both parties, calculation of the compensation to be paid to Aqua by Elgin for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$3,900.00 = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$14.727 \text{ acres} \times \$3900.00 = \$57,435.30$$

Section 1.03 – Additional Amounts Owed to Aqua (IF APPLICABLE)

As negotiated by Elgin and Aqua, Elgin shall pay Aqua the amount of \$ (for stranded assets, easement acquisition, existing customers, etc.)

Section 1.04 – Payment

Payment of the amounts calculated in Section 1.02 and 1.03 shall be paid in accordance with terms and conditions of the Master Agreement as specified in Section 3.4.

Section 1.05 -- Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

AQUA

ELGIN

By: _____
_____,

By: _____
_____,

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

Date: _____

Date: _____

ATTACHMENT A-3

Map Showing the area of Aqua Water CCN subject to the transfer for Elgin Business Park III

CITY OF ELGIN, TX
AQUA CCN TRANSFER
ATTACHMENT A-3
ELGIN BUSINESS PARK
III

ELGIN BUSINESS PARK III
RANCH PARCEL
14.727 ACRES

LEGEND

- AQUA CCN
- ELGIN CCN
- SUBDIVISIONS
- TRANSFER AREA
- CITY LIMITS

02505001000

SCALE : 1" = 500'

N



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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE LARSON TRACT PDD WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing the transfer of the Larson Tract Planned Development District (PDD) from the Aqua Water Supply Corporation (WSC) Certificate of Convenience and Necessity (CCN) to the City CCN.

BACKGROUND:

Discussed previously; The City and Aqua WSC have executed a Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua CCN to the City to provide water service to certain tracts, land parcels, and/or developments.

The agreement stipulates certain conditions whereby the City would begin to acquire certain developing areas within Aqua's CCN that will otherwise be fully serviced by the City, the cost for which will be passed on to the affected developer.

The **Larson Tract PDD** is a new residential subdivision being constructed under a Development Agreement with the City and is eligible for transfer of Aqua CCN to the city.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval a Resolution authorizing the transfer of the Larson Tract PDD from the Aqua WSC CCN (CCN) to the City as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution (2) Agreement Amendment

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

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING AN AMENDMENT TO THE AQUA WSC
MASTER AGREEMENT FOR TRANSFER OF THE
LARSON TRACT PDD WATER CCN SERVICE AREA
FROM AQUA WSC TO THE CITY OF ELGIN AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) and Aqua Water Supply Corporation (“Aqua”) have executed a *Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin*, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua Certificate of Convenience and Necessity (“CCN”) to the City to provide water service to certain tracts or land parcels; and,

WHEREAS, the Larson Tract Planned Development District (PDD) is a new residential subdivision being constructed under a Development Agreement with the City and is eligible for transfer of Aqua CCN to the city; and,

WHEREAS, it is found to be in the best interests of both Aqua and the City to complete the transfer of the Aqua Water CCN to the City to provide water service to said property.

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

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute the *Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Elgin from the Aqua Water CCN* associated with the Larson Tract Planned Development District (PDD), a copy which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Future Budget Amendment. The City Council does hereby acknowledge that costs associated with this item were not specifically included within the approved *FY21-22 City of Elgin Annual Operating Budget*; and that said budget may be amended at a future date to formally appropriate funds for this item.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 18th day of January, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

EXHIBIT “B-4”

Amendment to Master Agreement for Larson Tract PDD Development Subject to Transfer to Elgin from the Aqua Water CCN

Title of Development: LARSON TRACT PDD

Concept Plan ☒

Preliminary Plat ☐

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: not yet approved

Name and Contact (Developer): Prima Vesta Land Company, LLC
Garrett Rajkovich

AMMENDMENT TO AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN

A Master Agreement (“Master Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Elgin was made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”) and the City of Elgin, Texas (hereinafter called “Elgin”), on ___ day of ____, 20__ (the “Effective Date”).

WITNESSETH:

WHEREAS, a Master Agreement dated _____ established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Elgin; and

WHEREAS, the planned development of Larson Tract PDD, currently in the Aqua Water CCN has submitted a Concept Plan / Preliminary Plat consisting of 89.328 acres, which has been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the Larson Tract PDD development meets the requirements of the conditions stipulated in the Master Agreement to be considered for transfer from the Aqua Water CCN to Elgin; and

WHEREAS, the land under consideration, and subject to conveyance is shown in ATTACHMENT A, and which is located within the Aqua Water CCN and the Elgin Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Elgin and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Elgin; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Elgin will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Elgin and its urbanizing areas.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Elgin on the terms and conditions and for the consideration set forth herein.

SECTION 1.0

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO ELGIN

Section 1.01 – Definition of Specific Portion of the Aqua Water CCN to be conveyed to Elgin

Attachment A to this Agreement shows a map of the Larson Tract PDD Development that is covered by this Amendment to the Master Agreement. The map shows the location of the development in relation to the City limits of Elgin, the current Water CCN of Elgin, the parcels included in the development as well as the number of acres that comprise the development.

Section 1.02 – Calculation of compensation

As stipulated in the Master Agreement and agreed to by both parties, calculation of the compensation to be paid to Aqua by Elgin for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$3,900.00 = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$89.328 \text{ acres} \times \$3900.00 = \$348,379.20$$

Section 1.03 – Additional Amounts Owed to Aqua (IF APPLICABLE)

As negotiated by Elgin and Aqua, Elgin shall pay Aqua the amount of \$ (for stranded assets, easement acquisition, existing customers, etc.)

Section 1.04 – Payment

Payment of the amounts calculated in Section 1.02 and 1.03 shall be paid in accordance with terms and conditions of the Master Agreement as specified in Section 3.4.

Section 1.05 -- Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

AQUA

ELGIN

By: _____
_____,

By: _____
_____,

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary, Board of Directors

By: _____
Secretary

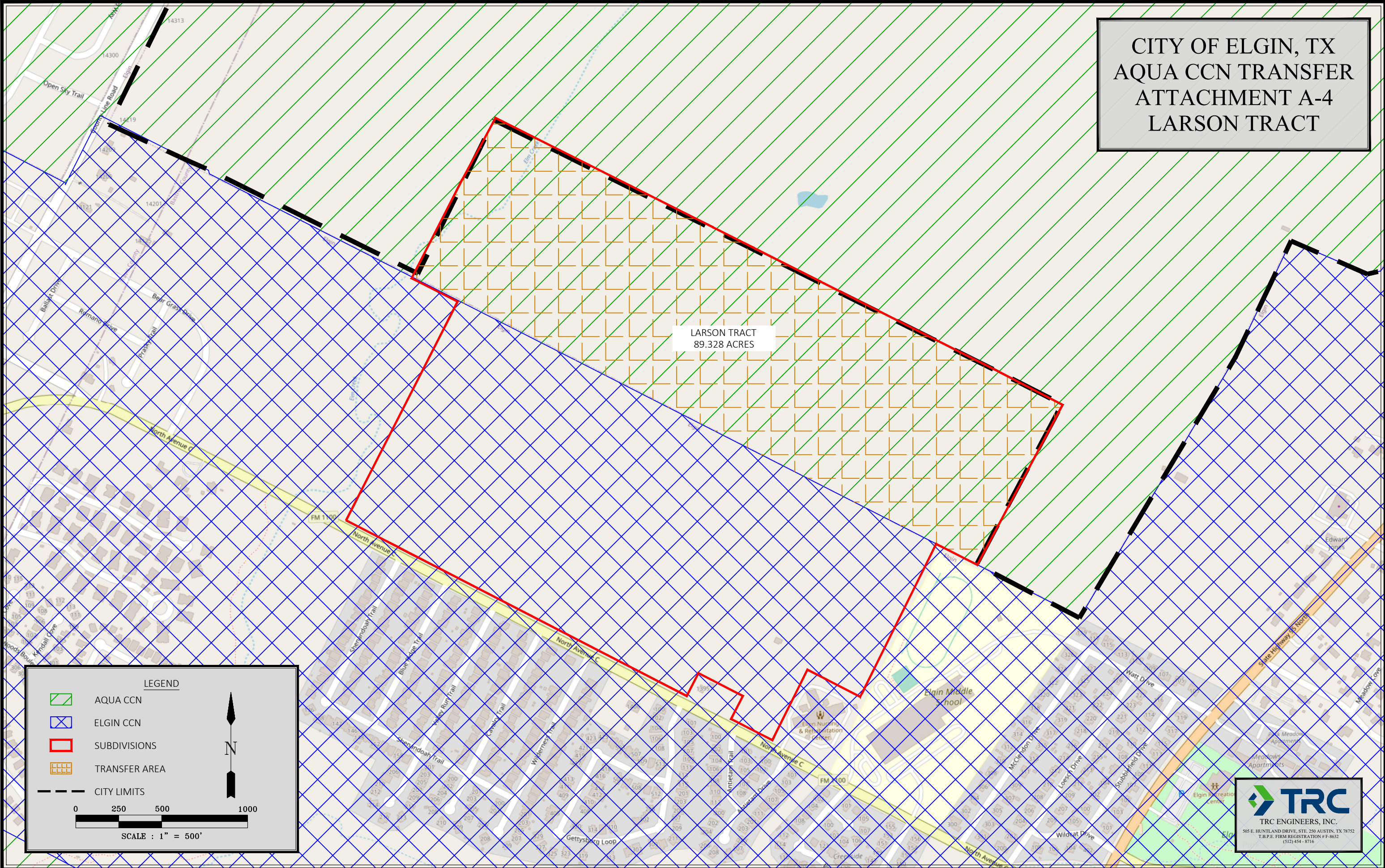
Date: _____

Date: _____

ATTACHMENT A-4

Map Showing the area of Aqua Water CCN subject to the transfer for Larson Tract PDD

CITY OF ELGIN, TX
AQUA CCN TRANSFER
ATTACHMENT A-4
LARSON TRACT



LEGEND

- AQUA CCN
- ELGIN CCN
- SUBDIVISIONS
- TRANSFER AREA
- CITY LIMITS

0 250 500 1000
SCALE : 1" = 500'

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Resolution by the City Council approving a Real Estate Agreement between the City of Elgin Economic Development Corporation and WisePads, LLC and authorizing the Mayor to approve the Contract

DEPARTMENT: Economic Development

PROPOSED ACTION: Approve the resolution for the Real Estate Contract

BACKGROUND: The Economic Development Corporation is selling approximately 4.92 acres to Wisepads LLC to construct a multifamily project. The project will have two phases of construction and have approximately 200 units. The sale price for the property is \$820,100

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve the Resolution

ATTACHMENTS:

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

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

RESOLUTION NO.

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF THE
ELGIN ECONOMIC DEVELOPMENT CORPORATION AND WISEPADS LLC
AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT**

WHEREAS, the City of Elgin, Texas (the “City”) desires to sell property to WisePads LLC (the “Developer”) for the primary purpose of constructing a multifamily project that will consist of approximately 200 units.

WHEREAS, the City has found and determined that the Real Estate Contract will further the public interest and welfare and the potential economic benefits that will accrue to the City are consistent with the City’s economic development objectives to increase sales and use tax revenues accruing to the City and attract additional jobs, and is necessary to promote or develop new business enterprises, and

WHEREAS, the Developer has project costs including new construction costs that will be beneficial to the City, and

WHEREAS, the land will be purchases for Eight Hundred Twenty Thousand 100 Hundred Dollars and (\$820.100) for approximately 4.92 Acres;

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

1. That the above recitals are true and correct.
2. That the City hereby approves the Contract between the City of Elgin Economic Development Corporation and WisePads LLC
3. That the Mayor is authorized to approve the Real Estate Contract between the City of Elgin Economic Development Corporation and WisePads LLC

Adopted on this 18th day of January, 2022.

CITY OF ELGIN, TEXAS

Ron Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by the ELGIN ECONOMIC DEVELOPMENT CORPORATION (referred to in this Contract as "Seller") and WISEPADS LLC. (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

A tract of land in Bastrop County, Texas, located at Elgin Business Park II, Block C, Lot 6, containing 4.92 acres, more particularly described in Exhibit "A" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of Seller shall be a total of Eight Hundred Twenty Thousand One Hundred Dollars (\$820,100).

Payment of Purchase Price & Earnest Money

2.02. The Purchase Price shall be payable in cash or cashier's check at the Closing. Upon the execution of a land purchase agreement, Buyer shall put up \$10,000 of earnest money. The earnest money is fully refundable, except in the event Buyer is unable or unwilling to close the land purchase. The earnest money will held by the title company and shall apply to the purchase price. For the title company, the parties agree to use:

_____ Title Company

Address _____

Special Provisions

2.03. As additional compensation and consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct a multifamily development consisting of either apartments, townhomes or condos; containing up to 200 units.

Building design must be approved by the Elgin Economic Development Corporation prior to construction and any building constructed will have at least fifty percent (50%) masonry on all facades.

The proposed development will include up to (2) two phases of construction. The first phase of the building must begin within (6) six months of Closing and the building must be completed within eighteen (18) months from the beginning of construction. Completion shall mean the issuance of a Certificate of Occupancy for the building. The second phase of construction must start within (6) six months of completion of the prior phase. The second phase of construction must be completed within eighteen (18) months from the beginning of construction of that phase. Any future development on the site must be approved by the Elgin Economic Development Corporation (EEDC). The EEDC may approve or deny any future development/construction/type of use proposed for the site. Any future development in addition to the original proposed building must begin within (6) six months of approval from the EEDC and must be completed within (18) eighteen months from the beginning of construction. Completion shall mean the issuance of a Certificate of Occupancy for the building.

2.04 In the event Purchaser fails to substantially complete the first phase of construction within eighteen (18) months of the effective date of the Contract, the Seller will have the option to reimburse the Purchaser the purchase price of the property and take ownership of the property. Purchaser specifically agrees to execute any and all documents needed to effectuate the re-conveyance. The EDC will retain a lien on the Property until the first Certificate of Occupancy is issued by the City, which will not be unreasonably withheld. Said lien will be released at that time. If the improvements to the property are over seventy percent (70%) substantially complete, following the eighteen (18) month time of construction, the Seller will grant the Purchaser six (6) additional months to complete the improvements. If the improvements are not completed after the six month extension, the Seller will have the option to reimburse the Purchaser the Purchase Price of the property plus sixty percent (60%) of the construction costs incurred to date. It is Purchaser's obligation to present to the City all invoices which are directly related to the actual construction of the building. The City, in its sole discretion, shall determine the validity of each invoice. Seller will take ownership of the property and all improvements after payment of construction costs.. Improvements are complete when a certificate of occupancy is issued by the City of Elgin Building Department. These provisions shall survive closing.

2.05 **Feasibility Period:** Purchaser shall have 120 days from the date of the land purchase contract to conduct its normal due diligence at its sole cost and expense. The Purchaser shall have the option to extend for two three months periods if a full site and building development plan have been submitted to the city.

2.06 **Zoning:** Purchaser shall obtain City of Elgin platting and zoning approval for a multi-family development on the Site. The zoning shall authorize the development of up to 200 multifamily units on the Site. Purchaser shall not be required to close the land purchase until the proper platting and zoning is in place for Purchaser's development. Seller shall extend the closing date if the zoning process exceeds the Feasibility Period, with no additional earnest money required.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions.

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) Water and sewer are located next to the property on Roy Rivers Road
- (2) EDC and the Purchaser shall enter into an "Offsite Regional Storm Water Detention Facility Use Agreement" (the "Detention Facility Agreement") for use of the Detention Facility, on mutually acceptable terms
- (3) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (3) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

PURCHASER, BY PURCHASER'S ACCEPTANCE OF THIS CONTRACT, ACKNOWLEDGES THAT PURCHASER HAS INSPECTED THE PROPERTY AND IS SATISFIED AS TO THE CONDITION OF SAME AND THAT PURCHASER ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED,

STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ANY WARRANTY AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, SAVE AND EXCEPT THE LIMITED WARRANTY OF TITLE CONTAINED HEREIN.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of _____ Title Co. on or before _____, 2022 or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy to be paid by Seller.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Seller.
- (3) All other closing costs shall be paid equally between Buyer and Seller.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is executed below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:
ELGIN ECONOMIC DEVELOPMENT CORP.

By: _____

Date: _____

PURCHASER:
WISEPADS LLC

By: _____

Date: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION BY THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT AND SUSTAINMENT FUNDING INTERLOCAL AGREEMENT FOR THE CITY OF ELGIN TO BECOME A PARTNER CITY WITH THE AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC).

DEPARTMENT: Police

PROPOSED ACTION: Approve resolution for the City of Elgin to become a partner City on behalf of the Elgin Police Department

BACKGROUND: The Austin Regional Intelligence Center was created in 2010 with the intent to be an all-crimes information analysis center that uses a collaborative approach to identify, prevent, disrupt, and respond to criminal threats to the safety and security of the Central Texas area. ARIC's mission is to provide a centralized, comprehensive, multiagency criminal information and intelligence sharing network to enhance the operational effectiveness and efficiency of law enforcement agencies through real-time actionable criminal intelligence.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: Krista J. Smith Date: 1/7/22

RECOMMENDATION: Approve the Resolution

ATTACHMENTS:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN AMENDMENT TO THE ORIGINAL INTERLOCAL COOPERATION AGREEMENT THAT ESTABLISHED THE AUSTIN REGIONAL INTELLIGENCE CENTER AND THE INTERLOCAL COOPERATION AGREEMENT FOR SUSTAINMENT FUNDING FOR THE AUSTIN REGIONAL INTELLIGENCE CENTER THAT ENABLED THE POLICE DEPARTMENT AND OTHER REGIONAL LAW ENFORCEMENT AGENCIES TO SHARE INFORMATION; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THESE AMENDMENTS ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached Amendment Three to Interlocal Cooperation Agreement for the Austin Regional Intelligence Center and Amendment Three to Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (the "Amendments") are each approved.

PART 2. The City Manager, or his designee, is authorized to execute the Amendments on behalf of the City.

PART 3. This resolution shall be in full force and effect immediately from and after its adoption

READ, PASSED, and ADOPTED on the first reading this _____ day of January _____, 2022.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

Signed version

INTERLOCAL COOPERATION AGREEMENT
for the
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between the City of Austin, Austin Independent School District Police Department, Georgetown Police Department, Hays County Sheriff's Office, Pflugerville Police Department, Round Rock Police Department, San Marcos Police Department, Travis County Sheriff's Office, University of Texas Police Department, and Williamson County Sheriff's Office (collectively referred to as the "Partner Agencies") for the establishment and operation of the Austin Regional Intelligence Center (ARIC or Center).

DEFINITIONS

Information includes any data about people, organizations, events, incidents, or objects, regardless of the medium in which it exists.

Intelligence is the product of an analytical process that provides an integrated perspective to disparate information about crime, crime trends, crime and security threats, and conditions associated with criminality.

Law includes any applicable local, state, tribal, territorial, or federal statute, ordinance, regulation, executive order, policy, or court rule, decision, or order, as construed by appropriate local, state, tribal, territorial, or federal officials or agencies.

Need to Know is established when, as a result of jurisdictional, organizational, or operational necessities, access to sensitive information or intelligence is necessary for the conduct of an individual's official duties as part of an organization that has a right to know the information in the performance of a law enforcement, homeland security, or counter-terrorism activity, such as to further an investigation or meet another law enforcement requirement.

Right to Know is established when, based on having legal authority or responsibility, or pursuant to an authorized agreement, an agency or organization is authorized to access sensitive information and intelligence in the performance of a law enforcement, homeland security, or counter-terrorism activity.

I. AUTHORITY

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at

law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

II. PURPOSE

This Agreement establishes and outlines the intent of the Partner Agencies to centralize effort and co-locate. The intent of the ARIC is to be an all-crimes information analysis center that uses a collaborative approach to identify, prevent, disrupt and respond to criminal threats to the safety and security of the Austin-Round Rock metropolitan area.

Further, the Agreement establishes a framework for the organization of the ARIC and to address crime-related issues that are common to the Partner Agencies. The Agreement is to set out a common understanding of the policies and procedures that the ARIC will follow, in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area. Nothing in this Agreement should be construed to supersede previous agreements entered into between the Partner Agencies or between Partner Agencies and other agencies. The ARIC will not operate to the exclusion of any existing intelligence programs of the Partner Agencies.

III. MISSION

The Mission of the ARIC is to provide a centralized, comprehensive, multiagency criminal information and intelligence sharing network to enhance the operational effectiveness and efficiency of the law enforcement agencies involved in order to better protect the public. ARIC will provide real-time actionable criminal intelligence by utilizing technology to identify trends and patterns in criminal activity. The ARIC will facilitate the collection, integration, evaluation, analysis and dissemination of criminal information and intelligence through established procedures for law enforcement and homeland security.

IV. GOVERNANCE AND OVERSIGHT

Primary responsibility for the operation of the ARIC is assigned to the Austin Police Department (APD). The Center's governance shall consist of an Executive Board, Operational Management Team, Center Director, and Privacy Officer, each described below.

- A. The Executive Board shall be comprised of the heads of the five major Law Enforcement entities in the Austin-Round Rock metropolitan area, or their designee(s), and chaired by the APD police chief or designee. The Executive Board shall meet as needed and agreed upon by Board members. This Board shall:

- a. Resolve conflicts or disputes that might arise related to policy or mission;
 - b. Establish protocol concerning the treatment of violations of this Agreement;
 - c. Control the dissemination of any information produced by ARIC including specific alerts and bulletins to agencies inside and outside the region;
 - d. Resolve disputes between Partner Agencies arising from the operation and activity of the ARIC; and
 - e. Review and update the ARIC Privacy Policy annually based upon recommendations by the Privacy Policy Advisory Committee (described below), and changes in applicable law;
 - f. Shall provide an annual report to Partner Agencies on the status and efficacy of the Privacy Policy and ARIC based upon internal and external audits conducted and/or coordinated by the ARIC Operational Management Team (described below).
- B. The APD police chief or designee will appoint a Center Director, who will be responsible for the day to day operation of the Center. The Center Director will establish needed procedures, practices and protocols and utilize advanced software, information technology tools. The Center Director will also develop physical security measures to ensure information and intelligence are protected from unauthorized access, modification, theft or sabotage, whether internal or external, or disasters or intrusions by natural or human causes, and that such information and intelligence is only accessed by authorized personnel with the appropriate access and need to know or right to know.
- C. The ARIC Operational Management Team (Management Team) will be responsible for: technology, use of ARIC information and intelligence databases, conducting and/or coordinating internal and external audits, and investigating misuse of the Center's data resources.
- D. ARIC shall have a trained Privacy Officer who is appointed by the Center Director and who assists the Management Team in investigating violations of this policy. The Privacy Officer shall receive and investigate reports of alleged errors in information and intelligence, coordinate error resolution under the Center's redress policy, serve as the liaison for the Information Sharing Environment, and coordinate with other fusion centers in the State of Texas. The Privacy Officer shall coordinate with the Center Director to ensure adherence to enforcement procedures, and that such procedures are adequate. The Privacy Officer shall also review all analytical products to ensure that they provide appropriate privacy, civil rights, and civil liberties protections prior to dissemination or sharing by the center. The Privacy Officer can be contacted through the public ARIC website.

V. COLLECTION LIMITATION

A. ARIC may only seek or retain information that was gathered in a fair and lawful manner, wherein the source is reliable and the content is valid or limitations on confidence are identified and with the knowledge and consent of the individual, if appropriate, and falls into the following categories:

- (1) Is suspicious activity that has a potential terrorism or criminal nexus and constitutes a SAR or ISE-SAR information under the Information Sharing Environment Functional Standard; or
- (2) Is relevant to the investigation and prosecution of suspected criminal, including terrorist, activity, the justice system response, and the prevention of crime or is useful in crime analysis or in the administration of justice and public safety (including topical searches of open source information).

B. Within the Criminal Intelligence System, ARIC shall collect and retain information *only* where there is reasonable suspicion that a specific individual or organization has committed a criminal offense or is involved in or is planning criminal (including terrorism) conduct or activity that presents a threat to any individual, the community, or the nation and the information is relevant to the criminal (including terrorist) conduct or activity

C. This policy applies to information or intelligence that identifies any individual or organization as a criminal subject. The ARIC will not seek, collect or retain information about an individual or organization, and originating agencies will not submit such information, solely on the basis of religious, political, or social views or activities; participation in a particular organization or event; or race, ethnicity, citizenship, place of origin, age, disability, gender, or sexual orientation. Further, these factors will not be considered as factors that create suspicion, except if used as part of a specific suspect description.

D. Information obtained from or through the ARIC can only be used for lawful purposes. A lawful purpose means the request for data is directly linked to a law enforcement agency's active criminal investigation, or is in response to confirmed information that requires intervention to prevent a criminal act or other threat to public safety. All information disseminated from the ARIC related to criminal activity that identifies a criminal subject must be relevant and useful in aiding an authorized and active criminal or background investigation.

E. The ARIC incorporates the collection, assessment, retention/storage, security, and sharing of SAR and ISE-SAR information into existing processes and systems used to manage other crime related information to protect information and intelligence, as well as privacy and civil liberties. All constitutional protections and individual agency policies and procedures that apply to a law enforcement officer's authority, for example, to stop, detain, identify, search and frisk, will be followed and upheld in the same measure when

gathering SAR information, whether or not the observed behavior is related to criminal activity.

VI. COMPLIANCE WITH LAWS REGARDING PRIVACY, CIVIL RIGHTS, AND CIVIL LIBERTIES

A. Privacy Policy.

The information shared between the parties will be handled in accordance with Austin Regional Intelligence Center Privacy Policy (Privacy Policy) and the "Criminal Intelligence Systems Operating Policies" 28 CFR Part 23, U.S. Executive Order 12291. The Privacy Policy, as accepted by the Department of Homeland Security, shall be adopted by the Executive Board prior to the Center becoming operational.

All personnel assigned to ARIC, Partner Agency personnel, personnel providing information technology services to ARIC, and any other authorized users will comply with the ARIC Privacy Policy. The Privacy Policy shall apply to all information and intelligence the Center gathers or collects, receives, maintains, stores, accesses, discloses, or disseminates to Partner Agencies (including federal Information Sharing Environment participating centers and agencies), and participating justice and public safety agencies, as well as to private entities, and the general public.

B. Privacy Policy Advisory Committee.

- a. The Privacy Policy Advisory Committee (Committee) shall review the Privacy Policy annually to ensure safeguards, and sanctions are in place to protect personal information, and shall advise the Executive Board of ARIC of its recommendations based upon the purpose and mission statements of ARIC.
- b. The Committee shall annually select from its membership a chair and any additional officers that the board finds appropriate. A person may not serve as the chair for more than two consecutive years. Upon selection of the chair and additional officers, the Committee shall agree upon the meeting schedule and other operational procedures.
- c. The Committee shall include the following, as selected by the governing bodies or their designees:
 1. a community advocate, as selected by the City of Austin;
 2. a licensed attorney, as selected by Hays County;
 3. an information privacy advocate, as selected by the City of Round Rock;
 4. a criminal justice expert, as selected by Travis County; and
 5. a law enforcement expert, as selected by Williamson County.

- d. The Committee shall provide an annual report to the Partner Agencies that contains any proposed changes to the Privacy Policy along with the results of any discussion and review by the Executive Board regarding such changes.
- e. The Committee shall comply with the Texas Government Code, Chapter 551 (Open Meetings Act) to the extent not otherwise required by Chapter 551 or other state or federal law or rule.

VII. DUTIES AND PERFORMANCE BY THE CITY OF AUSTIN

- A. The City of Austin (Austin) will serve as the Fiscal Agent for the grants provided in support of the ARIC.
- B. Austin, as the Fiscal Agent, agrees to provide office space, equipment and supplies, to carry out the administrative operation of ARIC. At such time that federal or state grant funding is no longer available, sustainment for ARIC will be the responsibility of remaining Partner Agencies, upon written notice and agreement by each. Additional equipment required by a Partner Agency will be the responsibility of that agency.

VIII. DUTIES AND PERFORMANCE OF ALL PARTNER AGENCIES

- A. Specific control over an agency's resources and the continued dedication of these resources to ARIC shall be retained by the Partner Agencies, which will be kept fully apprised of all analytical developments by its respective subordinates, as appropriate security clearances permit.
- B. Each Partner Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
- C. Partner Agencies will adopt this Agreement and corresponding policies, and such Agreement and policies will have the same force and effect as the participating agencies' internal policies and procedures.
- D. Individual users of ARIC's information and intelligence remain responsible for the lawful and appropriate use of the information and intelligence provided by ARIC. Failure to abide by the restrictions and use limitations for ARIC data may result in the suspension or termination of individual user privileges, disciplinary sanctions imposed by the user's employing agency, or criminal prosecution. Each individual user and Partner Agency participating in ARIC is required to abide by this privacy policy in providing information and intelligence to ARIC and in the access, use, security, and disclosure of information and intelligence obtained by and through the Center.

- E. Partner Agencies will adopt and comply with internal policies and procedures requiring the agency, its personnel, contractors, and users to:
1. Have and enforce policies for discovering and responding to violations of agency policies and this Agreement, including taking appropriate action when violations are found;
 2. Make available to the public the agency's internal policies and procedures regarding privacy, civil rights, and civil liberties;
 3. Cooperate with periodic, random audits by representatives of the ARIC and/or other designated individuals; and
 4. Designate an individual within the participating agency to receive reports of alleged errors in the information that originated from the participating agency.
- F. If a Partner Agency fails to comply with either the provisions of this agreement or internal policies, or fails to enforce provisions in its local policies and procedures regarding proper collection, use, retention, destruction, sharing, disclosure, or classification of information, as determined by the Executive Board, the Board may:
1. Suspend or discontinue the offending agency's access to ARIC; or
 2. Offer to provide an independent review, evaluation, or technical assistance to the Partner Agency to establish compliance.

IX. PERSONNEL

A. Modification of Personnel.

A Partner Agency wishing to modify its personnel contribution to ARIC shall give 60 days written notice to the Executive Board of such modification.

B. Personnel Rules and Discipline.

1. A complaint made against any Partner Agency individual assigned to ARIC, while acting within the scope of their ARIC assignment, shall be reported to the Center Director. The Director will immediately report such complaint to the respective agency's direct supervisor of the individual. Such complaints shall be investigated immediately by the Director and reported to the Executive Board for review and possible removal from ARIC.

2. A complaint made against any personnel assigned to ARIC outside the scope of their ARIC assignment will be the sole responsibility of the agency employing the member to conduct an investigation. Disciplinary action, if any, is the responsibility of the employing agency. The Partner Agency shall immediately notify the Center Director of any disciplinary action taken to the extent possible by law or contract.
3. The Director reserves the right to remove any personnel from ARIC during the course of an investigation into a complaint of personnel misconduct.
4. Each Partner Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
5. Salaries and overtime of ARIC personnel will be paid by their respective agencies.

C. Training.

Each Partner Agency will require training for certain individuals as detailed in the Training Matrix that shall be adopted by the Executive Board prior to ARIC becoming operational.

X. DIRECTION OF ARIC AND RESOURCE CONTROL

Specific control over an agency's ARIC resources and the continued dedication of these resources to the ARIC shall be retained by the Partner Agencies. The Partner Agencies shall be kept fully apprised of all analytical developments by their respective ARIC-based subordinates, as appropriate security clearances permit. ARIC analysts will provide requesting Partner Agency with link analysis, database searches and coordination of information between local, state, tribal, and federal agencies. The ARIC will also provide Tactical Intelligence support to partners using a tiered approach based on the severity of the crime or incident and its relative impact to the Austin-Round Rock metropolitan area.

XI. AUDITING

Consistent with this Agreement and the Privacy Policy, the ARIC Operational Management Team shall establish both internal and external audit functions prior to ARIC becoming operational. The external audit function process will be subject to review by the City of Austin Public Safety Commission. The Commission shall report on its review to the Austin City Council.

XII. RELATIONSHIP OF PARTIES AND LIABILITY

Nothing in this Agreement shall be deemed to create an employment relationship between any of the Partner Agencies. The Partner Agencies do not waive and intend to assert any available defenses and/or limitations on liability. No Partner Agency shall be considered to be an agent of any other Partner Agency. The Partner Agencies acknowledge that neither party has waived its sovereign immunity by entering into this Agreement.

XIII. AMENDMENTS

- A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Partner Agencies unless made in writing and properly executed by each of the Partner Agencies.
- B. This Agreement may be amended to include additional partner agencies. A new partner agency must first be agreed upon by a majority of the Executive Board, with final approval by the Chair. Upon approval and amendment by each agency's governing body, the new partner agency must sign on to the same terms of understanding contained in this Agreement and in substantially the same format.

XIV. TERM OF AGREEMENT

A. Effective Date.

This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement.

B. Renewal Term(s).

Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein.

C. Termination.

A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

XV. ASSIGNMENT

A party to this Agreement may not assign or transfer its interests under this Agreement.

XVI. COMPLETE AGREEMENT

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both parties to the Agreement.

XVII. SEVERABILITY

If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

XVIII. SURVIVAL OF OBLIGATIONS

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to warranty, indemnification, limitation of liability, and confidentiality, shall survive the expiration or termination of this Agreement.

XIX. MISCELLANEOUS

A. This Agreement is subject to the provisions of any agreement made between the parties to this Agreement and the United States Government relative to the expenditure of federal funds for the development of the ARIC.

B. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

XX. NOTICE

A. All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

B. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

C. Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

D. Notices sent to the parties pursuant to this Interlocal Agreement shall be delivered or sent to:

Austin Police Dept.

AUSTIN POLICE DEPARTMENT
CHIEF'S OFFICE
715 E. 8TH ST.
AUSTIN, TX 78701

Georgetown Police Dept.

Georgetown Police Dept.
809 Martin Luther King Jr. St.
Georgetown, TX 78626

Pflugerville Police Dept.

141 E. Pennig Ln.
Pflugerville, TX 78660
P.O. Box 679 (78691)

San Marcos Police Dept.

2300 IH-35 S
San Marcos, TX 78664

University of Texas Police Dept.

The University of Texas
at Austin Police Dept.
P. O. Box 7787
Austin, Texas 78713-7

XXI. EFFECTIVE DATE

Austin I.S.D Police Dept.

1111 West 6th St
Austin TX 78703

Hays County Sheriff's Office

HAYS COUNTY
SHERIFF'S OFFICE
1307 UHLAND ROAD
SAN MARCOS, TX 78666

Round Rock Police Dept.

Travis County Sheriff's Office

Travis County Sheriff's Office
P. O. Box 1748
Austin, TX 78767

Williamson Co. Sheriff's Office

Williamson County
Sheriff's Office
508 South Rock Street
Georgetown, TX 78626

This Agreement is effective on _____, 2010.

CITY OF AUSTIN

By: _____

Date: 6/14/10

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: _____

Date: 11-22-10

CITY OF GEORGETOWN

By: _____

Date: 10-11-10

HAYS COUNTY SHERIFF'S OFFICE

By: _____

Date: 10-20-10

CITY OF ROUND ROCK

By: _____

Date: August 12, 2010

Alan McGraw, Mayor

CITY OF SAN MARCOS

By: _____

Date: 11-10-10

TRAVIS COUNTY SHERIFF'S OFFICE

By: _____

Date: 8/11/10

UNIVERSITY OF TEXAS

By: Debra Y. Stevens

Date: 8-23-10

Debra Y. Stevens

~~Business Contracts Administrator~~

WILLIAMSON COUNTY SHERIFF'S OFFICE

By: James R. Wilkerson

Date: 9-14-10

PFLUGERVILLE POLICE DEPARTMENT

By: 

Date: 12-15-2010

CITY MANAGER

**INTERLOCAL COOPERATION AGREEMENT
FOR SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between the following parties: the City of Austin, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, and Williamson County through its Sheriff's Office (collectively referred to as the "Partner Agencies") for the purpose of establishing sustainment funding for the Austin Regional Intelligence Center (ARIC or Center).

RECITALS

The Austin Regional Intelligence Center (ARIC) is a collaborative effort of ten public safety agencies in Hays, Travis and Williamson Counties. ARIC Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the ARIC Partner Agencies' governing bodies approved an Interlocal Cooperation Agreement that established and outlined the intent of the Partner Agencies to centralize efforts and co-locate (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin-Round Rock metropolitan area.

The Original ARIC Agreement assigns the primary responsibility for the operation of the ARIC to the City of Austin through its Police Department (APD). Further, the Original ARIC

Agreement assigns the City of Austin as the Fiscal Agent for grants provided in support of ARIC, and requires that it provide office space, equipment, and supplies in order to carry out the administrative operation of ARIC. This Agreement recognizes and continues those assignments of duties.

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

AGREEMENT

1. Definitions.

- A. Annual Assessment means the proportionate share of the Operating Costs stated in the Budget by all Partner Agencies determined in accordance with that Partner Agency's participation level determined as described in 2.A. and as detailed on Exhibit A of that Fiscal Year's approved Budget.
- B. City means the City of Austin.
- C. Operating Costs are all costs associated with direct purchase of goods and services, including but not limited to computer hardware, computer software, and hardware and software maintenance and replacement. Operating Costs also include technology enhancements necessary to improve the efficiency and effectiveness of ARIC.
- D. Fiscal Year means the fiscal year adopted by the City. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.
- E. Original ARIC Agreement means the Interlocal Agreement that established the ARIC in calendar year 2010.
- F. Partner Agencies means the entities that are parties to the Original ARIC Agreement and that are parties to this Agreement.
- G. All terms and definitions described in the Original ARIC Agreement have the same meaning in this Agreement and are fully incorporated in it.

2. **Budget.**

- A. **Proportional Cost Allocation.** The annual Operating Costs shall be shared based on the participation levels of each Partner Agency. The Partner Agencies have identified the number of sworn personnel in each Partner Agency that are in positions that will use the services provided by this Agreement, as shown in Exhibit A ("Identified Positions"). The formula for the participation level for each Partner Agency is the approved Budget for Operating Costs divided by the total number of Identified Positions in all Partner Agencies. This per Identified Position contribution is multiplied by the number of Identified Positions in a Partner Agency. The Partner Agencies may modify the number of Identified Positions as needed each Fiscal Year. Each Partner Agency's Annual Assessment includes amounts that may be held in reserve in anticipation of future hardware replacements. Costs that are incurred to benefit only one individual Partner Agency shall be paid only by the Partner Agency benefiting from such ARIC enhancements.
- B. **Annual Budget.** The Director of ARIC shall prepare an annual budget on a Fiscal Year basis and submit this budget to the Operational Management Team. The Operational Management Team shall review and adjust the Budget, as needed, and then submit the Budget to the Executive Board. The Executive Board shall, no later than March 1st of each year, recommend that each Partner Agency approve the Budget and appropriate its Annual Assessment in its budget for its next fiscal year.
- C. **Budgeted Expenditures.** After the Budget has been approved and funded by the Partner Agencies, the City is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Budget require additional budget approval and funding by all of the Partner Agencies, or re-allocation of existing funds by the Executive Board.
- D. **Funding Transfers to City.** Once each Partner Agency appropriates its Annual Assessment in its annual budgetary process, the City shall provide timely and accurate invoices as described in this 2. D. under subsection a) to facilitate the transfer of funds by each Partner Agency to City. The City and the Partner Agencies shall each comply with the following procedures to facilitate payment by City to the ARIC vendors and contractors:

- a). Invoice for Annual Assessment. At least 30 days prior to the beginning of each Fiscal Year, the City shall send each Partner Agency an invoice for its Annual Assessment.
- b). Approval of Invoice Amount. Each Partner Agency must notify City in writing within 15 business days after receipt of the invoice for the Annual Assessment if its invoice does not correctly state its Annual Assessment.
- c). Payment Instructions. City must provide payment instructions to each Partner Agency for the transfer of Partner Agency funds to the City.
- d). Partner Agency Funds. Each Partner Agency must pay its Annual Assessment to the City no later than 60 calendar days after receipt of the invoice.

3. ARIC Fund.

- A. The City shall establish a separate fund for ARIC in its accounting records ("ARIC Fund") that is dedicated to the administration of the ARIC. All funds received from Partner Agencies and other ARIC revenues, including income earned from investment of the ARIC Fund, shall be credited to the ARIC Fund. All ARIC obligations shall be debited from the ARIC Fund. The records for the ARIC Fund shall be maintained in compliance with generally accepted accounting principles.
- B. Investment Income. The ARIC Fund is invested by City in the same manner as City invests its excess funds. Any income earned on the funds invested from the ARIC Fund is credited to the ARIC Fund for the benefit of the ARIC, unless otherwise required by law. Any income earned in the current year will be retained and used to fund anticipated and unanticipated costs in subsequent years, as approved by the Operational Management Team and the Executive Board.
- C. Quarterly Statements. Within 30 days after the end of each quarter, City must provide quarterly statements showing the credits to and debits from the ARIC Fund, including any income earned, to each Partner Agency. The quarterly statements must include beginning and ending ARIC Fund balances. Statements for 'year-end' fund status must be provided as soon after year-end closeout as possible but in no event more than 45 days after the end of the Fiscal Year.

D. Payments. Subject to the availability of sufficient funds in the ARIC Fund, the City shall pay ARIC contractors and vendors in compliance with the Texas Prompt Payment Act.

E. Reports. The City shall provide each Partner Agency with a monthly report comparing the Budget with the actual expenses incurred in that month and in the current Fiscal Year to date. This report will be provided during the monthly Operational Management Team meeting.

4. Funding. The Partner Agencies specifically acknowledge that funding for each Partner Agency's Annual Assessment must go through that Partner Agency's normal budgeting process; and after approval by its governing body, is payable from current revenue available to each funding Partner Agency in compliance with 2. D.

5. Failure to Appropriate or Partial Funding. If any Partner Agency fails to appropriate its Annual Assessment by the first day of the Fiscal Year for which the Operating Budget is applicable ("Unfunded Party") or appropriates less than its Annual Assessment for any year, or if any Partner Agency fails to pay all of its Annual Assessment, ("Underfunding Party"), the other Partner Agencies, acting through the Executive Board, may take one or more of the following actions:

A. Suspension of Representation. Remove the Unfunded Party from the Operational Management Team and Executive Board, if applicable, and suspend the voting rights for the Unfunded Party.

B. Notice of Unfunding. Send the Unfunded Party a notice re-stating the amount due. Each Partner Agency acknowledges that its future right to participate in ARIC is dependent upon fully paying its Annual Assessment each year.

C. Budget Revision. Amend the Operating Budget by reducing costs and/or increasing the amounts paid by the other Partner Agencies if the Unfunded Party opts not to continue to participate.

6. Relationship of Parties and Liability. Nothing in this Agreement shall be deemed to create an employment relationship between any of the Partner Agencies. The Partner Agencies

do not waive and do intend to assert any available defenses and/or limitations on liability. No Partner Agency shall be considered to be an agent of any other Partner Agency. The Partner Agencies acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

7. **Amendments.**

A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies. Any representation or promise made after the execution of this Agreement and any modification or amendment of this Agreement shall NOT be binding on the Partner Agencies unless made in writing and properly executed by each of the Partner Agencies.

B. This Agreement may be amended to include one or more additional parties as Partner Agencies. A new Partner Agency must first be agreed upon by a majority of the Executive Board, with final approval by the Chair before an amendment is written. The governing body of the new Partner Agency and the governing body of each current Partner Agency governing body must sign the amendment to this agreement that adds the new Partner Agency and binds the new Partner Agency to all of the terms and conditions contained in this Agreement.

8. **Term of Agreement.**

A. **Effective Date.** This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement. Once effective, the initial term of this Agreement shall terminate on the same date as the then current term of the Original ARIC Agreement.

B. **Renewal Term(s).** Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein. Each additional renewal term shall terminate on the same date as the renewal term of the Original ARIC Agreement that begins on the date of the renewal term of this Agreement.

C. **Termination.** A party to this Agreement may terminate its involvement in this Agreement upon 60 days written notice to the other parties.

9. **Assignment.** A party to this Agreement may not assign or transfer its interests or obligations under this Agreement.
10. **Complete Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This agreement does not supersede or otherwise change the terms of the Original ARIC Agreement.
11. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.
12. **Third Party Beneficiaries.** This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.
13. **Miscellaneous.**
- A. This Agreement is subject to the provisions of any agreement made between the parties to this Agreement and the United States Government relative to the expenditure of federal funds for the development of the ARIC.
 - B. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
14. **Notice.**
- A. All notices sent pursuant to this Interlocal Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

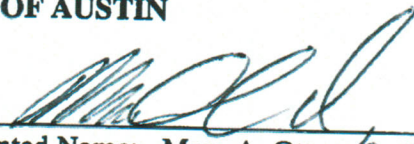
B. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

C. Either party may change its address for notice under this Interlocal Agreement by providing a notice of the change in compliance with this paragraph to all other parties.

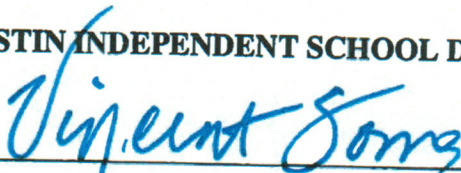
D. Notices sent to the parties pursuant to this Interlocal Agreement shall be delivered or sent to the addresses for notice stated in the Original ARIC Agreement unless that address has been changed in compliance with XX. C. of the Original ARIC Agreement and 14. C. of this Agreement

15. **Duplicate Originals.** This document may be executed in duplicate originals.

CITY OF AUSTIN

By:  Date: 10/5/12
Printed Name: Marc A. Ott
Title: City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT

By:  Date: 3/21/13
Printed Name: Vincent M. Torres
Title: Board President

APPROVED AS TO LEGAL FORM

 4/13/13

CITY OF GEORGETOWN

By:  Date: 1/22/13
Printed Name: Paul E. Brandenburg
Title: City Manager

HAYS COUNTY

By: Bert Cobb Date: 3/22/2013
Printed Name: BERT COBB, M.D.
Title: HAYS COUNTY JUDGE

CITY OF ROUND ROCK

By: Alan McGraw Date: 2.14.13
Printed Name: Alan McGraw
Title: MAYOR

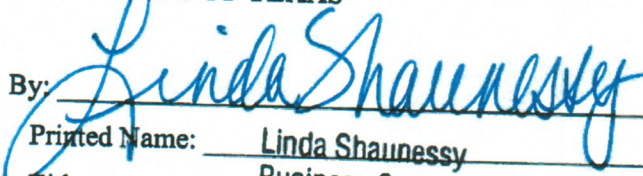
CITY OF SAN MARCOS

By: James R. Nuse Date: 4/22/2013
Printed Name: James R. Nuse, P.E.
Title: City Manager

TRAVIS COUNTY

By: Samuel T. Biscoe Date: 10.30.12
Printed Name: SAMUEL T. BISCOE
Title: COUNTY JUDGE

UNIVERSITY OF TEXAS

By:  Date: Dec. 19, 2012
Printed Name: Linda Shaunessy
Title: Business Contracts Administrator

WILLIAMSON COUNTY

By: _____ Date: _____
Printed Name: _____
Title: _____

CITY OF PFLUGERVILLE

By:  Date: 2/11/13
Printed Name: BRANDON WADE
Title: CITY MANAGER

Austin Regional Intelligence Proportional Cost for Partner Agencies

Fiscal Year 2012-2013

Exhibit A

DEPARTMENT	NUMBER of SWORN	FY2013 CONTRIBUTION
Austin PD	1,718	201,006
Travis County SO	850	99,450
Williamson County SO	222	25,974
Hays County SO	140	16,380
Round Rock PD	152	17,784
San Marcos PD	94	10,998
Pflugerville PD	80	9,360
Georgetown PD	78	9,126
Austin I.S.D. PD	67	7,839
University of Texas PD	66	7,722
AFD - Investigations	14	1,638
TOTAL	3,481	407,277
Contribution per Officer		117

**AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT FOR
SUSTAINMENT FUNDING FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amendment Three to the Interlocal Cooperation Agreement for Sustainment Funding for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin through its Police Department,
Austin Independent School District through its Police Department,
City of Georgetown through its Police Department,
Hays County through its Sheriff's Office,
City of Pflugerville through its Police Department,
City of Round Rock through its Police Department,
City of San Marcos through its Police Department,
Travis County through its Sheriff's Office,
University of Texas through its Police Department, and
Williamson County through its Sheriff's Office.
Austin Community College through its Police Department,
Texas State University through its Police Department,
City of Cedar Park through its Police Department,
Pflugerville Independent School District through its Police Department,
City of Kyle through its Police Department, and
City of Buda through its Police Department.
City of Sunset Valley through its Police Department,
City of Manor through its Police Department,
City of Bastrop through its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment)

And

City of Lakeway through its Police Department,
City of Westlake through its Police Department,

City of Bee Cave through its Police Department,
Hutto Independent School District through its Police Department,
City of Elgin through its Police Department.
(Collectively referred to as the "New Partner Agencies" in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as "Partner Agencies."

RECITALS

The ARIC is a collaborative effort of public safety agencies in Hays, Travis and Williamson Counties. Current Partner Agencies work together to provide resources, expertise, and information to the Center. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies' governing bodies ("Original Partner Agencies") approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin- Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies' governing bodies approved a second interlocal cooperation agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit those agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies' governing bodies, each New Partner Agency must execute a Counterpart

Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the ARIC Sustainment Funding Agreement is to add the New Partner Agencies to the ARIC Sustainment Funding Agreement.

Legal authority for amending and entering into these agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the ARIC Sustainment Funding Agreement, and the New Partner Agencies each agree to execute Counterpart ARIC Sustainment Funding Agreements and amend that agreement as follows:

AMENDMENT TO ARIC SUSTAINMENT FUNDING AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the ARIC Sustainment Funding Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of Westlake through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 EFFECTIVE DATE OF THIS AMENDMENT.

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By:  Date: 08/24/2021

Assistant City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF WESTLAKE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: J.C. Noble Date: 8/26/21

CHIEF OF POLICE

AMENDMENT THREE TO INTERLOCAL COOPERATION AGREEMENT
FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)

This Amendment Three to the Interlocal Cooperation Agreement for the Austin Regional Intelligence Center (ARIC) is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County through Hays County Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County through Travis County Sheriff's Office,
University of Texas Austin Community College on behalf of its Police Department,
Williamson County through Williamson County Sheriff's Office,
Austin Community College on behalf of its Police Department
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle through its Police Department, and
City of Buda on behalf of its Police Department.
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Bastrop on behalf of its Police Department.
(Collectively referred to as the "Current Partner Agencies" in this Amendment).

And

The City of Lakeway on behalf of its Police Department
The City of Westlake on behalf of its Police Department
The City of Bee Cave on behalf of its Police Department
Hutto Independent School District on behalf of its Police Department

The City of Elgin on behalf of its Police Department
(Collectively referred to as the “New Partner Agencies” in this Amendment).

Collectively, the Current Partner Agencies and the New Partner Agencies are referred to as “Partner Agencies.”

RECITALS

ARIC is a collaborative effort of public safety agencies in Hays, Travis, Williamson, and Bastrop Counties. Partner Agencies work together to provide resources, expertise, and information to the ARIC. ARIC focuses on regional public safety data analysis. The mission of ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.

During the summer and fall of 2010, each of the original 10 Partner Agencies’ governing bodies (“Original Partner Agencies”) approved an interlocal cooperation agreement that established and outlined the intent of the Original Partner Agencies to centralize efforts and co-locate certain intelligence operations (Original ARIC Agreement). Further, the Original ARIC Agreement established a framework for the organization of the ARIC. The Original ARIC Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement service to the citizens in the Austin Round Rock metropolitan area.

During the summer and fall of 2012, each of the Original Partner Agencies’ governing bodies approved a second Interlocal Cooperation Agreement that established a funding mechanism to sustain the operations of ARIC (ARIC Sustainment Funding Agreement).

Section XIII of the Original ARIC Agreement and section seven of the ARIC Sustainment Funding Agreement permit these agreements to be amended to add additional partner agencies. Upon approval of an amendment adding a new partner agency or agencies by the Partner Agencies’ governing bodies, each New Partner Agency must execute a Counterpart Original ARIC Agreement and a Counterpart ARIC Sustainment Funding Agreement.

The purpose of this Amendment Three to the Original ARIC Agreement is to add the New Partner Agencies to the Original ARIC Agreement.

Legal authority for amending and entering into these Agreements by the Current Partner Agencies and New Partner Agencies is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791 and the Interagency Cooperation Act, Texas Government Code Chapter 771.

NOW, THEREFORE, the Current Partner Agencies agree to amend the Original ARIC Agreement, and the New Partner Agencies each agree to execute Counterpart Original ARIC Agreements and amend that agreement, as follows:

AMENDMENT TO ORIGINAL ARIC AGREEMENT

1.0 LIST OF PARTIES

The list of parties at the beginning of the Original ARIC Agreement is deleted and the following is substituted in its place:

This Interlocal Cooperation Agreement (the Agreement) is made and entered by and between City of Austin through its Police Department, Austin Independent School District through its Police Department, City of Georgetown through its Police Department, Hays County through its Sheriff's Office, City of Pflugerville through its Police Department, City of Round Rock through its Police Department, City of San Marcos through its Police Department, Travis County through its Sheriff's Office, University of Texas through its Police Department, Williamson County through its Sheriff's Office, Austin Community College through its Police Department, Texas State University through its Police Department, City of Cedar Park through its Police Department, Pflugerville Independent School District through its Police Department, City of Kyle through its Police Department, City of Buda through its Police Department, City of Sunset Valley through its Police Department, City of Manor through its Police Department, City of Bastrop through its Police Department, City of Lakeway through its Police Department, City of Westlake through its Police Department, City of Bee Cave through its Police Department, Hutto Independent School District through its Police Department, and the City of Elgin through its Police Department.

2.0 XX NOTICE

Section XX (Notice) of the Original ARIC Agreement is amended by adding subsection G to read as follows:

G. Notices pursuant to this Interlocal Agreement after this amendment becomes effective, shall also be delivered or sent to:

City of Lakeway

City of Westlake

City of Bee Cave

Hutto ISD

City of Elgin

ELGIN POLICE DEPT.

P.O. BOX 591

ELGIN, TX. 78621

3.0 EFFECTIVE DATE OF THIS AMENDMENT

This Amendment is effective when it has been approved by the governing body of each and every Partner Agency and executed by their authorized representatives.

CITY OF AUSTIN on behalf of its POLICE DEPARTMENT

By: _____



Assistant City Manager

Date: 08/24/2021

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BASTROP on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF WESTLAKE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: *J. Chole* Date: *8/26/21*

CHIEF OF POLICE



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and possible direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2021-22 Annual Operating Budget

DEPARTMENT: City Manager/Finance

PROPOSED ACTION:

This item has been placed on the agenda for general discussion and possible action relating to pending requests for funding and/or donations from various community non-profit groups and/or organizations.

BACKGROUND:

The City has annually considered requests and provided funding to various on-profit groups and organizations serving the Elgin Community. Based on the City's commitment to this effort in prior years, the City Council approved an overall funding set-aside of **\$50,000** for this purpose in the FY21-22 Annual Budget. Also typical of prior years, however, the City has received requests from such organizations that totals more than that amount.

To that end, the staff enlisted the help of the Mayor and 2 City Councilmembers who have reviewed and scored the applications; ultimately resulting in a recommendation as to the distribution of the funds budgeted for the current fiscal year.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2021-22 Annual Operating Budget.

ATTACHMENTS:

Various information regarding the proposed distribution of said funds.

{ } 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.

Nonprofits	How much is requested?	Have they received money in the past year?	If yes, how much?	Number of Elgin residents served
Community Cupboard	\$ 12,000.00	yes	\$ 3,000.00	~5,000
Advocacy Outreach	\$ 5,000.00	yes	\$ 5,000.00	500
CASA	\$ 4,000.00	yes	\$ 3,000.00	75
Bastrop County Women's Shelter	\$ 3,000.00	yes	\$ 2,800.00	58
Elgin Histoiral Association	\$ 12,500.00	No		City-wide
Chariot Drive A Senior	\$ 8,000.00	No		113
Elgin Alley Cats	\$ 10,000.00	Yes	\$ 2,000.00	40
MCB Foundation	\$ 2,000.00	No		City-wide
EHA	\$ 12,500.00	No		City-wide
	\$ 69,000.00			



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Appointment/re-appointment of members to various City Commissions, Boards, and/or Committees including the Planning & Zoning Commission, Board of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board of Directors, Tax Increment Reinvestment Zone Board of Directors, Historic Review Board, Main Street Board of Directors, and Building Standards Commission

DEPARTMENT: Administration

PROPOSED ACTION: Appointment/re-appointment of members to the Planning & Zoning Commission, Board of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board of Directors, Tax Increment Reinvestment Zone Board of Directors, Historic Review Board, Main Street Board of Directors, and Building Standards Commission as applicable.

BACKGROUND:

Ordinance 2017-10-10-19 provides for policies and procedures regarding annual appointments to various City Commissions, Boards, and/or Committees. The City Secretary has previously provided a report to Council in compliance with the requirements of city code; and now such appointments and/or re-appointments are ready for Council's consideration.

Included with the packet are copies of all applications for consideration to such commission, boards, and committees received by the City Secretary to date.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Appointment/re-appointment of members to the Planning & Zoning Commission, Board of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board of Directors, Tax Increment Reinvestment Zone Board of Directors, Historic Review Board, Main Street Board of Directors, and Building Standards Commission as determined by the Mayor and City Council; and direction to staff as may be deemed appropriate.

ATTACHMENTS: (1) City Secretary Report, (2) Ordinance, and (3) Applications

{ } 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: December 21, 2022

To: Mayor and City Council
Department Heads

Subject: Appointments/Re-Appointments to Boards
and Commissions

Following is a list of Board and Commissions upcoming vacancies, expiration dates, and applications received to date. Included are names of current members who wish to be reappointed.

Terms expiring December 31, 2021:

Board of Adjustment

- Darren Mogonye, Stephen Kylberg, and Regan Dumbeck are members who would like to be reappointed
- Applications- Chelsea Raymie (1st preference) and Stephen Finley (3rd preference).
- Vacancies- 1

Building Standards Commission

- Applications- Berney Williams (2nd preference)
- Vacancy- 1

Economic Development Board

- Vicki Dumbeck, Cody Mauck, SH McShan are members who would like to be reappointed
- Applications- Anna Rau (1st preference), Corbett Jones (1st preference), Joshua Carnes (2nd preference), Charisse Hobson (2nd preference), Stephen Finley (2nd preference), Bradford Holman (2nd preference), and Joy Casnovsky (3rd preference).
- Vacancies- 0

Historic Review Board

- Molly Alexander, Micah Erwin, and Ed Rivers are members who would like to be reappointed.
- Applications- Anna Rau (4th preference) and Adrian Moss (2nd preference).
- Vacancies- 0

Library Advisory Board

- Denise Halter is a member who would like to be reappointed
- Applications- Kerry Fritz (1st preference), Nicole Roach (1st preference), Joy Casnovsky (2nd preference) and Barbara Leeper (1st preference).

- Vacancies- 0

Main Street Board

- Krista Marx is a member who would like to be reappointed
- Applications- Anna Rau (2nd preference), Joshua Carnes (1st preference), Linda Hickman (1st preference), Nicole Roach (1st preference) and Erin Riley (2nd preference).
- Vacancies- 0

Parks & Recreation Advisory Board

- Brad Kilgore and Tiffancy Finley are members who would like to be reappointed
- Applications- Linda Hickman (2nd preference), Nicole Roach (3rd preference), Charisse Hobson (2nd preference), Alvis Prince (1st preference), Adrian Moss (1st preference), Erin Riley (1st preference), Charlene Thomas (1st preference), Jennifer Johnson (1st preference), Jack Reid (1st preference), Taylor Christian (1st preference), Caleb Dawson (1st preference), Corinne Shigemoto (1st preference), Jessica McCullough (1st preference), Corbett Jones (2nd preference), and Valerie Tamburri (1st preference).
- Vacancies- 0

Public Safety Advisory Committee

- Randy Staff, Bettye Lofton, Vince Dungan, Mike Walterscheidt, Barbara Tate, Byron Green, and Brooks Timothy are members who would like to be reappointed.
- Applications- Alvis Prince (2nd preference), Bradford Holman (2nd preference), Cynthia Burchfield (1st preference), Levi Bannigan (1st preference), and Liston Crim (1st preference).
- Vacancies- 0

Planning & Zoning Commission

- Brian Lundgren and Ronnie Creppon are members of the board who would like to be reappointed
- Applications- Joy Casnovsky (1st preference), Anna Rau (3rd preference), Corbett Jones (3rd preference), Berney Williams (1st preference), and Stephen Finley (1st preference).
- Vacancies- 0

Please let me know at your earliest convenience if you have any comments or questions.

Kind regards,



Jennifer Stubbs
City Secretary

ORDINANCE NO. 2017-10-10-19

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

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

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

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

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

I.

Sec. 1 - Purpose.

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

Sec. 2 – City Charter Authority

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

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

Sec. 3 – Boards and Commissions

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

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

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

Sec. 4 – Meeting Times and Agenda

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

Sec. 5 – Regulatory Authority

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

Sec. 6 – Appointments

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

Sec. 7 – Board and/or Commission Members

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

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

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

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

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

Sec. 10 – Open Government Training

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

Sec. 11 –Waiver of Qualifications Requirements

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

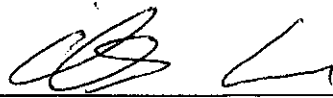
II.

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

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

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

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



CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:



Amelia Sanchez, City Secretary