



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 16, 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_loV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the City Council regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the City Council during the meeting shall do so under the "PUBLIC COMMENT" agenda item. Speakers shall 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. **As of May 1, 2022, all such public comments will be done IN PERSON. You may email public comments and they will be distributed to each of the Council Members but not read out loud.**

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 a "PUBLIC COMMENT FORM".

Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or Staff Member. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from any personal attacks or derogatory comments directed at any Council Member, Staff Member, other individual, or group.

VI. CITY MANAGERS REPORT

1. Presentation Of The Proposed FY2022-23 City Of Elgin Annual Operating Budget

Documents:

[EXSUMMARY - BUDGET PRESENTATION.PDF](#)

2. General Activity Report And/Or Project Update

Documents:

[EXSUMMARY - GENERAL ACTIVITY REPORT.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 August 2, 2022

Documents:

[EX SUMMARY- AUGUST 2, 2022 REGULAR MEETING MINUTES.PDF](#)
[08-02-2022 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. City Council Worksession Meeting Minutes - August 2, 2022

Documents:

[EX SUMMARY- AUGUST 2, 2022 REGULAR MEETING MINUTES.PDF](#)
[08-02-2022 CITY COUNCIL WORKSESSION MEETING MINUTES.PDF](#)

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Documents:

[FY 22-23 EXE SUMMARY ILA AGREEMENT FOR EMERGENCY COMM SERV BETWEEN BASTROP CO ELGIN 2.PDF](#)
[22-23 RESOLUTION TO APPROVE INTERLOCAL AGREEMENT FOR DISPATCHING SERVICES.PDF](#)
[10-01-2022 CITY OF ELGIN DISPATCH CONTRACT.PDF](#)

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

Documents:

[EX SUMMARY - AQUA 5 TRANSFER822.PDF](#)
[RESOAQUA5TRANS822.PDF](#)
[EXHIBIT B-7 \(EAGLES LANDING PHASE 5\).PDF](#)

VIII. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FGM ARCHITECTS INC. FOR DESIGN SERVICES RELATED TO THE ELGIN POLICE DEPARTMENT STATION RENOVATION AND EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARY - 21ACOS FGMA822.PDF](#)
[RESAUTH FGMA822.PDF](#)
[ELGIN PD_FGMA_B133-2019 REVISED_OWNER-ARCHITECT AGREEMENT EXHIBITS.PDF](#)
[ELGIN POLICE - PROJECT BUDGET, 7-15-22.XLSX.PDF](#)

- 2. SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ELGIN ECONOMIC DEVELOPMENT CORPORATION AND CIRCLE BREWING COMPANY LLC**

Documents:

[EXSUMMARY CIRCLE BREW SECOND AMENDMENT.PDF](#)
[SECOND ADDENDUM CITY.PDF](#)

- 3. 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**

Documents:

[EX SUMMARY- BOARDS AND COMMISSIONS.PDF](#)
[DRAFT ORDINANCE 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 Friday, August 12, 2022, in accordance with Chapter 551 of the Texas Government Code.

 signature 2



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of the proposed FY2022-23 City of Elgin Annual Operating Budget

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for the formal presentation of the FY2022-23 Annual Operating Budget as proposed by the City Manager. The FY2022-23 Annual Budget will be considered for formal adoption at a future date (tbd by Council).

BACKGROUND:

Discussed at previous meetings; This presentation was scheduled under the FY2022-23 Budget Development Calendar.

The proposed FY2022-23 *Annual Operating Budget* has been prepared and will be presented by the City Manager in accordance with the provisions of Article VII, Section 2 of the Elgin City Charter. The comprehensive document includes the staff-recommended spending plan for all city funds and departments for the fiscal year of October 1, 2022 through September 30, 2023.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommendation is for Council to receive and consider the proposed FY2022-23 Annual Operating Budget as proposed by the City Manager; and review same for further, detailed discussion at subsequent Budget Work Sessions.

ATTACHMENTS:

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

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - August 2, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Meeting Minutes- August 2, 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- August 2, 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
August 2, 2022

CALL TO ORDER

Mayor McShan called the meeting to order at 6:31 p.m.

ROLL CALL

Present: Theresa McShan, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Joy Casnovsky, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member
Al Rodriguez, Council Member
Chuck Swain, Council Member
Skyler Maldonado, Council Member

Mayor McShan stated there was a quorum and that Mr. Maldonado is not here because of work. Mr. Dennis made a motion to excuse Mr. Maldonado's absence. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

Staff: Thomas L. Mattis, City Manager
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director
Aaron Crim, Commander
Pam Sanders, HR Director

INVOCATION

Mayor McShan provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor McShan 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 COMMENT

Taylor Christian, 317 McClendon Drive, thanked the Councilmembers for meeting on the Board Appointments. She stated that when Mr. Callahan asked if there were any boards to think about as the city changes, she thinks a Strategic Planning Board and a Strategic Plan for the City is needed. She stated that Elgin has a unique culture and if you do not work very hard to get all of the boards, the Council, on the same board with a plan, growth is going to get away from us and we are just going to end up another suburb of Austin that is just strip malls. Ms. Christian stated the Council discussed not doing another round of applications and she agreed. Ms. Christian stated that maybe an e-mail could be put together with some descriptors on what the different councils are and give people a chance to adjust. She stated there is a lot of opportunity for better communication about the boards.

Karen Bernstein, 117 Central Avenue, stated that she thinks we all have been haunted by the events this last Spring, the shooting in Uvalde, and assault weapon attacks throughout the state. She stated that she would like to volunteer her time to work with the City Council, Mayor, and Manager for a city-wide discussion about this from a safety perspective. She stated to not call it gun control and to take politics out of it. Ms. Bernstein asked for there to be a forum that is not aggressive or political. She stated that there are many philosophies about guns and gun rights, and she would like to learn from people who might not share her opinions.

PRESENTATION

1. A PROCLAMATION DECLARING AUGUST 20, 2022, AS FOUNDER'S DAY IN THE CITY OF ELGIN

Mayor McShan read the proclamation and presented it to Mr. Dennis, Ms. YaLecia Love, and Ms. Karen Bernstein.

CITY MANAGERS REPORT

1. #ETX150 Mid-Year Sesquicentennial Update

Ms. O'Brien presented and provided an update to the Council. Mr. Dennis thanked Ms. O'Brien and invited the public to join in on the Founder's Day events. Mr. Dennis stated that in October, the Sesquicentennial Committee will request additional funding to finish out the year.

2. Report On Plans For Upgrades In Base Compensation For All Elgin Police Department Patrol Officer Positions

Mr. Mattis stated we continue to struggle with filling vacancies in the Department and staying competitive in compensating our employees. He stated that even though we are two months away from the new budget, staff feels that it is imperative that we make this decision now and move forward because it is affordable for the city. Mr. Mattis stated that this is a pay bump that would only apply to 14 uniformed patrol officers. He stated that this will add an additional cost of over \$200,000 through the end of the fiscal year. With this mid-year increase, the EPD personnel budget

is still projected to end the fiscal year \$300,000 under budget. Mr. Mattis answered questions of the Council.

3. Update On The Transfer Of The Homestead Estates Subdivision From The Aqua Water Supply Corporation (WSC) Certificate Of Convenience And Necessity (CCN) To The City CCN

Mr. Mattis gave a presentation about the agreement and provided details regarding the transfer of funds between Homestead Estates Subdivision, Aqua Water Supply Corporation, and the City of Elgin. Mr. Mattis stated that the water is the same.

4. Update On Discussion Of Establishing A Tax Ceiling Freeze In The FY22-23 Annual Budget For City Property Taxpayers Over The Age Of 65

Mr. Mattis provided an update regarding establishing a Tax Ceiling Freeze. He stated that a tax freeze or increasing the exemption are options. Mr. Mattis discussed the limitations on the freeze and compared surrounding entities' exemptions that are already in place. Mayor Pro Tem Brashar requested to bring up this item later. Discussion followed.

5. General Activity Report And/Or Project Update

Mr. Mattis stated that the City's application for \$1.6 million grant to support the Economic Development Corporation and the Elgin Business Park was awarded. He stated in the past three years, the city has received over \$20 million in grant funds to support infrastructure improvements.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - July 5, 2022

The minutes passed on the consent agenda.

2. Request To Waive The Open Container Ordinance For October 20th, 21st, And 22nd For The 35th Annual Hogeye Festival

The item passed on the consent agenda.

3. CONSIDERATION OF A REQUEST BY SACRED HEART CATHOLIC CHURCH AS PART OF THEIR ANNUAL FIESTA ON SEPTEMBER 4, 2022, TO (1) WAIVE THE OPEN CONTAINER ORDINANCE FOR SEPTEMBER 4 FROM 3:00 PM To 10:30 PM AND (2) ALLOW LIVE MUSIC TO CONTINUE AT ELGIN MEMORIAL PARK UNTIL 10:00PM ON SUNDAY SEPTEMBER 4

The item passed on the consent agenda.

4. A RESOLUTION OF CITY OF ELGIN TEXAS, DESIGNATING THE BASTROP COUNTY TAX ASSESSOR COLLECTOR TO CALCULATE AND CERTIFY THE TRUTH IN TAXATION (T-N-T) TAX RATES

The resolution passed on the consent agenda.

5. 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 ROY RIVERS BLVD. EXTENSION PHASE III PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Dennis made a motion to approve the consent agenda as presented. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2022 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS; AND PROVIDING FOR RELATED MATTERS.

Mr. Mattis provided a presentation over the amended proposed Five-Year Capital Improvement Plan and answered questions of the Council. Mayor Pro Tem Brashar made a motion to approve the resolution. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, DESIGNATING BAIRD/WILLIAMS CONSTRUCTION AS THE MOST QUALIFIED FIRM TO PROVIDE A "CONSTRUCTION MANAGER AT RISK" DELIVERY METHOD FOR THE DESIGN AND CONSTRUCTION OF THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis provided comments and stated that this resolution authorizes the City to enter negotiations on a contract with Baird/Williams Construction, which will come back to the Council. He answered questions of the Council. Mr. Callahan made a motion to approve the resolution. Mr. Swain seconded the motion. All voted in favor. The motion carried.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPOINTING REPRESENTATIVES TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS

Mr. Mattis provided comments and stated we needed to fill in the blank. Mayor Pro Tem Brashar made a motion to appoint Mayor McShan and Councilmember Dennis as our representatives to CAPCOG. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

4. AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF ELGIN ON NOVEMBER 8, 2022, TO SUBMIT TO THE VOTERS A PROPOSED CITIZEN-INITIATED PETITION REGARDING THE CREATION OF THE ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

Mr. Mattis stated this is the Ordinance to order the Municipal Election for November 8th and provided comments. Mr. Callahan made a motion to approve the Ordinance as read. Mayor Pro Tem Brashar 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.

The Council did not retire into Executive Session.

ANNOUNCEMENTS

Mayor Pro Tem Brashar reminded those in attendance about Founder's Day and school is starting soon. Mayor McShan stated that on Saturday, there will be a back-to-school giveaway at Straight Gate Baptist Church from 6:30 to 8:00 PM. Mr. Rodriguez stated that Elgin ISD is implementing a clear backpack policy. Mr. Dennis invited the public to attend and promote the Founder's Day event. Mr. Swain stated that he recently went on a ride along with the Police Station and was impressed with their interactions with the community.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:34 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - August 2, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Meeting Minutes- August 2, 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- August 2, 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 WORKSESSION MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
August 2, 2022

CALL TO ORDER

Mayor McShan called the meeting to order at 5:07 p.m.

ROLL CALL

Present: Theresa McShan, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Joy Casnovsky, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member
Al Rodriguez, Council Member
Chuck Swain, Council Member

Absent: Skyler Maldonado, Council Member

Staff: Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary

GENERAL DISCUSSION

Discussion On The General Rules, Procedures, Appointments, Term Limits, And Related Matters
For All City Boards, Commissions, And Committees

Mayor McShan stated the Council would be going through the Ordinance this evening. Mr. Mattis stated that the Tax Increment Reinvestment Zone Board of Directors is no longer on this Ordinance because this is a County Commissioners and City Council Board only. Mr. Mattis stated that according to the City Attorney, the Main Street Board is not considered a board that regulates authority like the Board of Adjustment, Planning & Zoning Commission, and the Economic Development Corporation Board of Directors. Discussion followed. Mayor Pro Tem Brashar arrived at 5:33 p.m. There was a discussion among the City Council to appoint the Boards and Commissions members in September with a start date of October 1st. Discussion took place over the application and appointment process. Ms. Casnovsky stated that the Bylaws for the Committees conflicted with the Ordinance. Mr. Mattis stated that the Ordinance takes precedence over the Bylaws for the Boards. Discussion followed. Mr. Gibson got up from the dais at 5:54 p.m. and returned at 5:56 p.m.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:00 p.m.

ATTEST:

Theresa Y. McShan, Mayor

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

Interlocal Agreement For 12 Months Of FY2022-23 Emergency Communications Services Between Bastrop County and the City of Elgin

DEPARTMENT: Police Department

PROPOSED ACTION: Approval Of Resolution

BACKGROUND: In FY 21-22 the City of Elgin entered into an Interlocal Agreement with the Bastrop County Office of Emergency Communication to provide dispatch & emergency communications services to the Elgin Police Department. The agreement was to renew annually unless the terms of the Agreement change. For FY22-23 the costs for dispatch services to the City of Elgin will decrease by \$18,128.00, thus necessitating a new Agreement.

The City agrees to pay the County the sum of One Hundred Sixty Three Thousand, One Hundred and Sixty Eight Dollars (\$163,168) per year, in quarterly installments of Forty Thousand Seven Hundred Ninety Two Dollars (\$40,792), for the term of this Agreement. The installment of quarterly payments by the City shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year thereafter for the term of the Agreement.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: Marty Coursey Date: 8/10/2022

RECOMMENDATION:

ATTACHMENTS: Resolution And Agreement

☐ 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 COUNCIL OF THE CITY OF ELGIN,
TEXAS TO APPROVE A SERVICE AGREEMENT WITH BASTROP
COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN
POLICE DEPARTMENT; AND TO AUTHORIZE THE MAYOR TO
EXECUTE SAID AGREEMENT.**

WHEREAS, the public health and safety of the citizens of Elgin depend at least in part on the constant availability of dispatching services for its Police Department; and

WHEREAS, staffing for round the clock dispatching services is challenging due to Police Department building deficiencies; and

WHEREAS, Bastrop County is in a position to provide and is currently providing dispatching services to the City; and

WHEREAS, both Bastrop County and the City of Elgin desire to establish a fixed schedule for this arrangement by entering into an Agreement to formalize said arrangement;

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

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute an agreement with *Bastrop County* of Bastrop, Texas, in the amount of \$163,168.00 for the Dispatching Services to the City of Elgin Police Department, details of the compensation provided in the Agreement; and made part of this Resolution as if copied verbatim herein.

Section 3. Budget. The City Council does hereby acknowledge that this item was included within the *FY22-23 City of Elgin Annual Operating Budget*;

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

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

PASSED AND ADOPTED this 16th day of August 2022

Theresa Y. McShan, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF ELGIN

This Agreement (“Agreement”), effective on October 1, 2022 by and between Bastrop County (the “County”), and the City of Elgin, Texas (the “City”), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (to be collectively referred to herein as the “Parties,” and individually as “Party”).

WHEREAS, the County of Bastrop and the City of Elgin agree that the availability of police dispatching services to the citizens of Bastrop County and the City of Elgin is beneficial to the health and welfare of the citizens of Bastrop County and the City of Elgin; and

WHEREAS, the County of Bastrop has the facilities and personnel necessary to provide dispatching services to the City of Elgin Police Department to serve the residents of the City as well as the County; and

WHEREAS, Bastrop County has the proper equipment, training and personnel, necessary to receive police department assistance requests made by the citizens of the City of Elgin and Bastrop County, and further has the ability to then dispatch City of Elgin Police personnel to respond to such requests; and

WHEREAS, Bastrop County and the City of Elgin have in the past entered into agreements concerning the provision of dispatching service by the County to the City and desire to continue such inter-local contract arrangement related to the provision of police dispatching services to the City of Elgin Police Department by the County.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I DEFINITIONS

As used in the Agreement, the following terms will be defined as follows:

AGREEMENT means this contract between the City and the County related to provisions of dispatching services to the City of Elgin Police Department.

EMERGENCY COMMUNICATIONS SERVICES means the services provided by Bastrop County to the City of Elgin Police Departments, under this Agreement.

BASTROP COUNTY TELECOMMUNICATIONS OPERATOR(S) means the person(s) employed by Bastrop County and trained to process emergency call and dispatch City of Elgin Police Department personnel, pursuant to this Agreement.

ARTICLE II
MUTUAL AGREEMENT OF THE PARTIES

The parties agree to the operation of the Bastrop County Emergency Communications Services, described herein, in furtherance of the Parties' goals to protect the health, safety, and welfare of the residents of the City and the County, and that this service could not be similarly furnished to these citizens by other individuals or entities without this Agreement, and that this service by the County constitutes a public service by a governmental entity with immunity for the City and the County, their employees, agents, contractors, representatives, personnel being invoked to the full extent applicable under the laws of the State of Texas.

The Parties hereby agree and acknowledge that in order to perform the duties envisioned by the terms of the Agreement, the County must employ and train telecommunications operators to meet the emergency communications needs of the City of Elgin Police Department. The Parties further agree that the County will use the quarterly payment made by the City pursuant to the Agreement only to pay the salary and benefits provided to Bastrop County Telecommunications Operator(s) and costs of providing such services.

The Parties agree that the City of Elgin Police Chief or designee will participate as a member of the Bastrop County Emergency Communications Stakeholder Committee at least once a quarter or as scheduled by the committee throughout the duration of the Agreement. If it is determined that additional Bastrop County emergency communications personnel are needed to fulfill the needs of the City of Elgin Police Department, the Parties to this Agreement will work together to determine the required staffing increase and to determine what modifications to this Agreement shall be made, if any. If the Parties cannot reach an agreement as to the required staffing, either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its intention to terminate.

The Parties agree that the scheduling and assignment of the Bastrop County Tele-Communicator(s) shall be controlled solely by Bastrop County, provided that emergency communications services shall be provided to City of Elgin Police Department on a continuous, twenty-four (24) hour per day, seven (7) days per week, basis.

ARTICLE III
OBLIGATIONS OF THE COUNTY

Bastrop County through the employees, contractors, agents and/or personnel, agrees to provide emergency communications services to the City of Elgin Police Department in response to requests placed by the citizens of Bastrop County, and the City of Elgin, as follows:

- 1) The County agrees to budget and staff the Emergency Communications Center with a sufficient number of positions for the term of the Agreement and to provide emergency communications services for the City of Elgin Police Department on a continuous 24 hours per day, seven (7) day per week basis, with a minimal staffing of 3 Tele-communicators at all times. Bastrop County will train its Tele-Communicators in basic emergency communications operations and services, and will further train its Tele-Communicator in procedures related to emergency communications requirements and procedures concerning police dispatching and record keeping for same;
- 2) The parties acknowledge and agree that the Bastrop County Tele-Communicator(s) have employment responsibilities and duties to address citizens requests for the County in addition

to those required for emergency communications services to the City of Elgin Police Departments;

- 3) The Bastrop County Tele-Communicator(s) will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the City of Elgin;
- 4) The Bastrop County Tele-Communicator(s) will dispatch City of Elgin Police Department personnel, according to their training, instruction, procedures and policies, agreed upon by the City of Elgin Chief of Police and Bastrop County, in accordance with generally excepted industry standards;
- 5) The County will be solely responsible for scheduling and maintaining a twenty-four (24) hour, seven (7) days per week, communication/dispatch center to receive requests for service and dispatch City of Elgin Police Department personnel to respond to service request, at all times during the term of this Agreement and any extensions thereof, beginning immediately after the effective date noted in the agreement;
- 6) The County shall provide and pay all costs associated with the purchase and/or installation of all radio communication equipment to be located at the Bastrop County Communications Center, which the City and the County agree is sufficient for emergency communications between the Bastrop County Communications Center and the City of Elgin Police Department. The required equipment shall remain the property of the County and may be removed by the County, at its sole expense, in the event of expiration or termination of the Agreement;
- 7) Unless otherwise required by law, no information regarding service requests dispatched by the County will be given to third parties, without consent of the City of Elgin Police Department;
- 8) The Parties acknowledge and agree that the services to be provided by the County under this Agreement are contingent upon service demands, public convenience, and existing needs and necessity of the citizens of Bastrop County and the City of Elgin, and that if such demands change in the future, amendments to this Agreement may be required;
- 9) At the discretion of the Elgin City Manager, the City of Elgin Chief of Police will act as the City's contact and contract administrator concerning this Agreement;
- 10) Bastrop County agrees to provide the City of Elgin Police Department with access to computerized records, reports, literature, and/or documentation that memorialize the services provided by the County under this Agreement and conformance with the County's requirements, the City's requirements, and/or any other applicable regulatory requirements;
- 11) All emergency communications calls dispatched by the County to the City shall be dispatched on frequencies approved by the City, unless it is not possible to do so because of emergency circumstances;

- 12) The County shall provide, at no additional cost to the City, all emergency communications training required by any Bastrop County employees, contractors, representatives, agents, or personnel who act as Bastrop County Tele-Communicator(s) pursuant to this Agreement;
- 13) The Parties agree that all telephone lines into the Bastrop County Communications Center remain the property of the entity that purchases and initiates service of the lines. Each respective entity shall be responsible for all maintenance on their respective telephone lines;
- 14) The Parties agree that in the event the Bastrop County Communications Center is relocated from its current location, during the term of this Agreement or any extension to such term, the parties shall work together to coordinate the equipment relocation and emergency communications services transition in a manner that ensures minimal disruption or alteration of all emergency communications services.

ARTICLE IV OBLIGATIONS OF THE CITY

The City of Elgin, through its Police Department, employees, contractors, agents, and/or personnel, agrees to receive Emergency Communications Services from Bastrop County in response to requests placed by the citizens of Bastrop County and the City of Elgin, as follows:

- 1) The City agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from the Bastrop County Communications Center, and for communicating with the Bastrop County Communications Center and between the City's personnel.
- 2) The City shall be responsible for purchasing, maintaining, and repairing the City of Elgin Police Department's base, mobile, and portable communications equipment including pagers and computers.
- 3) The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claims resulting from the City's warrants being entered into TCIC/NCIC.

ARTICLE V COMPENSATION

As compensation from the Emergency Communications Services provided by the County, pursuant to the terms of this Agreement, the Parties agree to the following:

- 1) The City agrees to pay the County the sum of **One Hundred Sixty Three Thousand ,One Hundred and Sixty Eight Dollars (\$163,168)** per year, in quarterly installments of **Forty Thousand Seven Hundred Ninety Two Dollars (\$40,792)**, for the term of this Agreement. The installment of quarterly payments by the City shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year thereafter for the term of the Agreement.

- 2) In the event this Agreement is extended by the mutual consent of the Parties on a month-to-month basis payments shall continue to be made by the City to the County on or before the 15th calendar day of each month, in a monthly pro-rated amount, unless the Parties agree to a modification in compensations for the month-to-month extension of services.
- 3) The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve at a minimum the Bastrop County Judge, the Bastrop County Communications Center Director and the City of Elgin Chief of Police. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services.

ARTICLE VI MISCELLANEOUS PROVISIONS

Term of Agreement, Termination, and Renewal. In order to evaluate call volume and all calls dispatched, this Agreement shall be for **One (1) year** from the effective date hereof and will automatically renew on **October 1 every other year thereafter** until modified or terminated by the Parties. One hundred and twenty (120) days prior to the termination date or anniversary date of this Agreement, the Parties will meet to determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing the other Party with ninety (90) days written notice of its desire and intention to terminate this Agreement.

Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under the Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer Period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand at the opposing Party or Parties when such settlement is unfavorable to it in the judgment of either Party hereto.

Severability. The provisions of the Agreement are severable, and if any provision or part of the Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be void, invalid or unenforceable for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons or circumstances shall not be affected thereby.

Modification. This Agreement shall be subject to change, amendment or modification only with the mutual consent of the city and the county. All modifications shall be memorialized in writing between the Parties.

Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the City are and shall remain as follows:

Bastrop County

Bastrop County
Attn: Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

Bastrop County Communications Director
Bastrop County Courthouse
804 Pecan Street
Bastrop, Texas 78602

With copy to: District Attorney
804 Pecan Street
Bastrop, Texas 78602

The City of Elgin

Attn: Mayor

With copy to:
City Attorney of the City of Elgin

Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Captions. The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall never be considered or given any effect construing this Agreement.

Assignment. This Agreement may not be assigned by the County or the City to any other Party without the express written consent of the other Party. Any permitted assignee of the County shall be obligated by contract with the County and the City to honor the County's obligations to the City under the terms of the Agreement.

Successor Rights and Responsibilities. In the event of any occurrence which renders the County incapable of performing under this Agreement, any successor of the County, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of this Agreement. In the event of any occurrence which renders the City incapable of performing under the Agreement, any successor of the City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the Agreement.

Non-Waiver. Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.

Scope of the Agreement. This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.

Release By County. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the County hereby releases, dismisses, and forever, discharges the City Police Department, the city, it's officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the County, which the County may now have or hereafter claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The County agrees to release the City from any and all liability including, but not limited to, the following:

- (1) Liability caused by the County's employees, contractors, subcontractors, or agents for all injuries and damage to property of the County, the City or third parties that is caused by the County, it's employees, contractors, subcontractors or agents actions, omissions or negligence, or by the failure of the County, it's employees, contractors, subcontractors or agents to comply at any time with the terms of this Agreement, except that which is caused in the majority by the acts and/or omissions of the City.
- (2) Liability for such injuries to the County, it's employees, contractors, subcontractors or third parties, or for damages to the County, it's employees, contractors, subcontractors or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the City.
- (3) Liability for any damages to any of the County's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the City.
- (4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other use by the City of any equipment, policies, procedures, maps, routing information, or templates provided by the County, except that which is caused in the majority by the acts and/or omissions of the City.
- (5) Liability caused by trespass by the County, its employees, agents, contractors, or subcontractors.

Release By City. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the City hereby releases, dismisses,

and forever discharges the County, its officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the city, which the city may now have or here after claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The City agrees to release the County from any and all liability including, but not limited to, the following:

- (1) Liability caused by the City's employees, contractors, subcontractors, or agents for all injuries and damage to property of the City, the County or third parties that is caused by the City, its employees, contractors, subcontractors or agents actions, omissions or negligence or by the failure of the City, its employees, contractors, subcontractors or agents to comply at any time with the terms of the Agreement, except that which is caused in the majority by the acts and/or omissions of the County.
- (2) Liability for such injuries to the City, its employees, contractors, subcontractors or third parties, or for damages to the City, its employees, contractors, subcontractors, or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the County.
- (3) Liability for any damages to any of the City's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the County.
- (4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other used by the County of any equipment, policies, procedures, maps, routing information, or templates provided by the City, except that which is caused in the majority by the acts and/or omissions of the County.
- (5) Liability caused by trespass by the City, its employees, agents, contractors, or subcontractors.

Dispute Resolution. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.

Governing Law and Jurisdiction: The parties agree that this agreement is construed under Texas law and that jurisdiction and venue are proper in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin Division.

Construction of Agreement. The Parties acknowledge that each, and if it so chooses, its legal counsel has reviewed the Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, and have agreed that the

Emergency Communications Services Contract – Bastrop County and City of Elgin

Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

THE CITY OF ELGIN

ATTEST:

By: _____
Theresa McShan, Mayor

By: _____
City Secretary

Date: _____

BASTROP COUNTY

ATTEST:

By: _____
Paul Pape, County Judge

By: _____
County Clerk

Date: _____

Approved as to form:

Greg Gilleland
First Assistant Criminal District Attorney
Bastrop County, Texas
SBOT #07923050



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 EAGLES LANDING PHASE 5 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 Eagles Landing Phase 5 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 **Eagles Landing Phase 5** 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 Eagles Landing Phase 5 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
EAGLES LANDING PHASE 5 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, Eagles Landing Phase 5 is a new residential subdivision being constructed under a Development Agreement 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 Eagles Landing Phase 5, 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 16th day of August, 2022

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

EXHIBIT “B-7”

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

Title of Development: EAGLES LANDING PHASE 5

Concept Plan ☒

Preliminary Plat ☐

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: July 19, 2022

Name and Contact (Developer): Tack WCR LLC, Blake Reed, Manager

AMENDMENT 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 18th day of January, 2022 (the “Effective Date”).

WITNESSETH:

WHEREAS, a Master Agreement dated January 18, 2022 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 Eagles Landing Phase 5, currently in the Aqua Water CCN has submitted a Concept Plan / Preliminary Plat consisting of 34.72 acres, which has been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the Eagles Landing Phase 5 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 Eagles Landing Phase 5 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:

$$34.72 \text{ acres} \times \$3900.00 = \$135,408.00$$

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

As negotiated by Elgin and Aqua, Elgin shall pay Aqua the amount of \$0.00 (Zero Dollars) (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: 
General Manager,

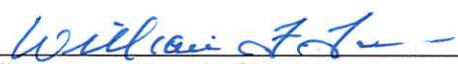
By: _____

Date: 8/1/2022

Date: _____

ATTEST:

ATTEST:

By: 
Secretary, Board of Directors

By: _____
Secretary

Date: 8-1-22

Date: _____

ATTACHMENT A-7

Map Showing the area of Aqua Water CCN subject to the transfer for Eagles Landing Phase 5

CITY OF ELGIN, TX
AQUA CCN TRANSFER
EAGLES LANDING
PHASE 5

LEGEND

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

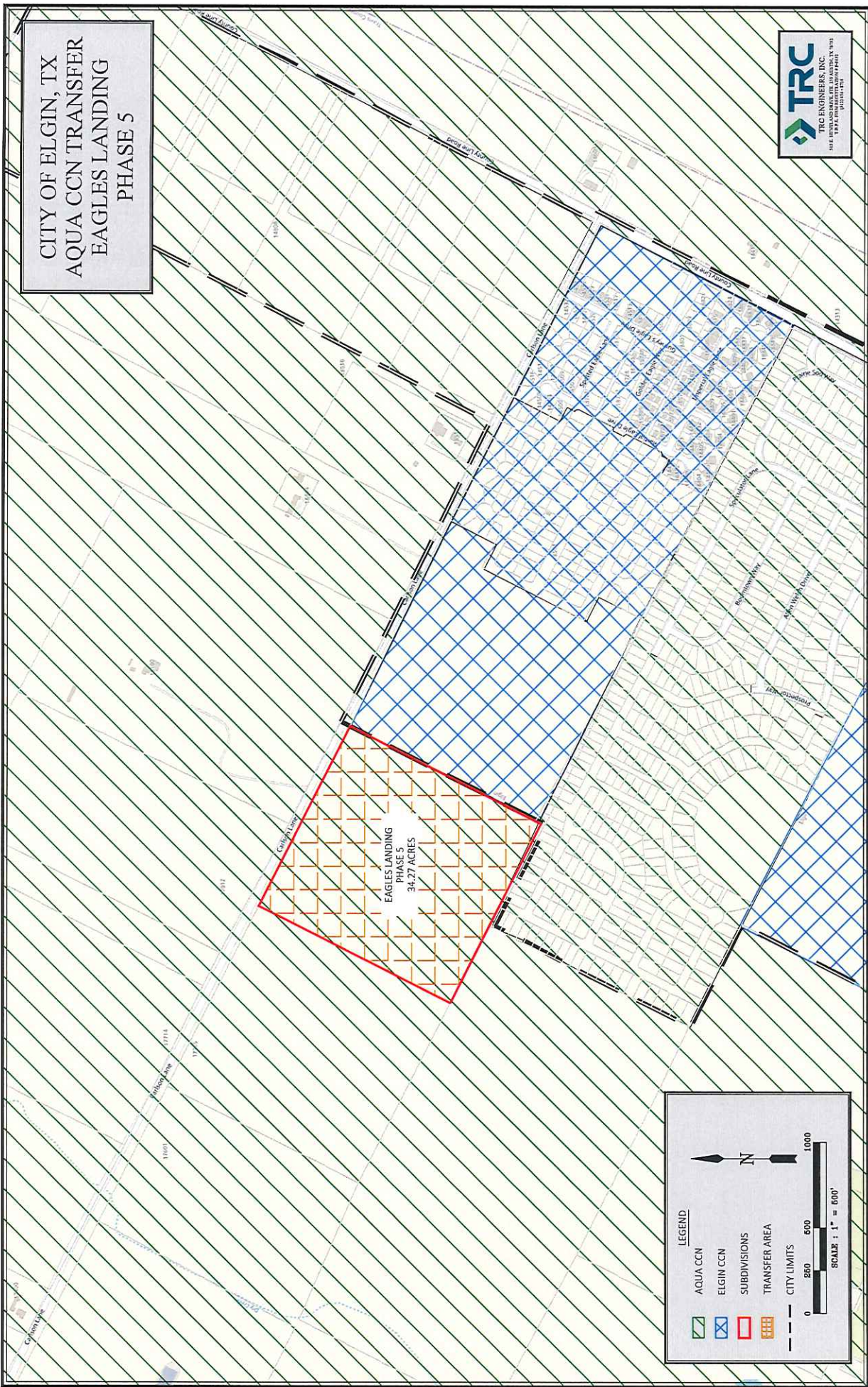
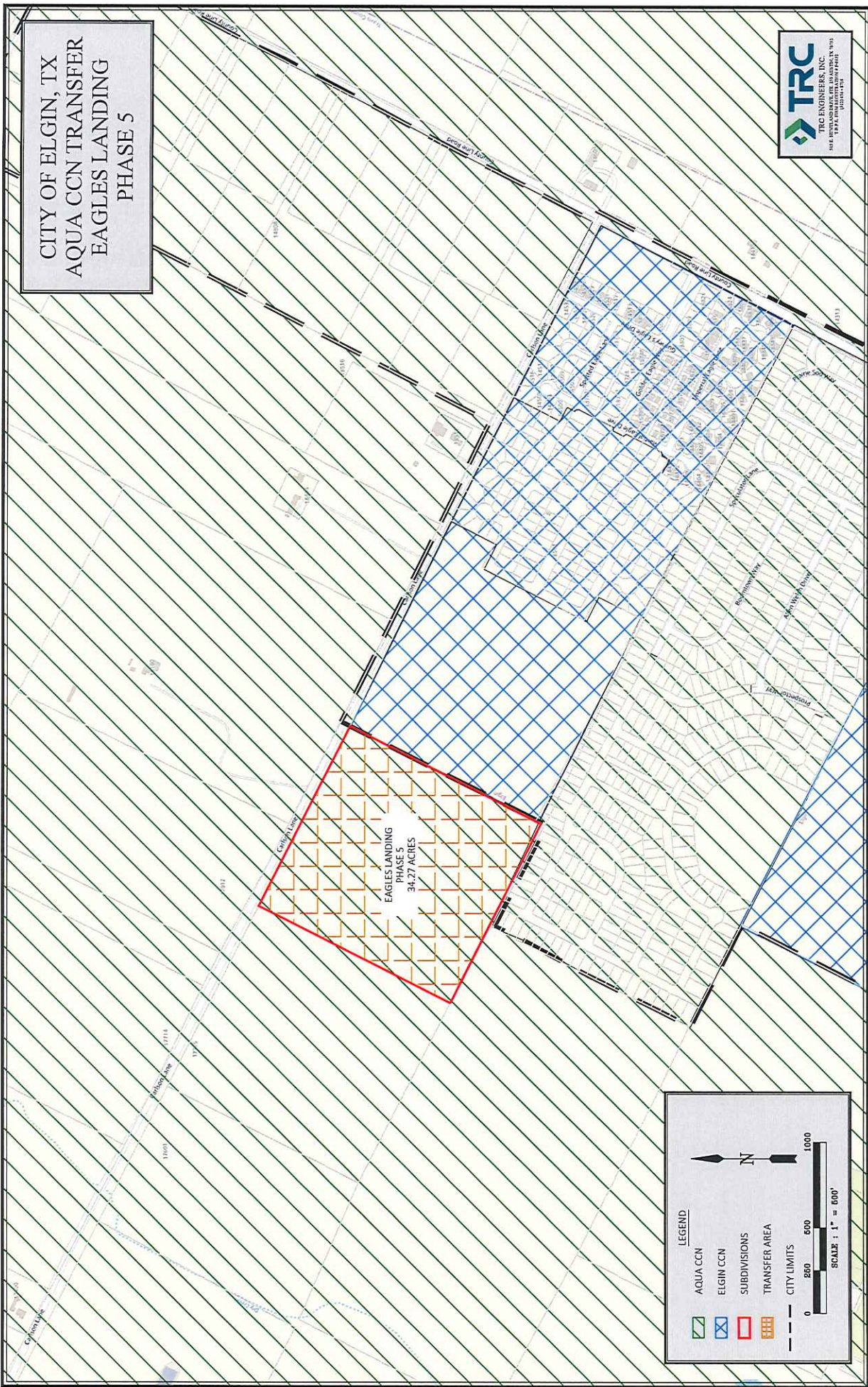
SCALE: 1" = 500'

0 200 400 600 800 1000

N

EAGLES LANDING PHASE 5 34.27 ACRES

TRC ENGINEERS, INC.
 10000 W. 10TH AVE., SUITE 100, ELGIN, TX 78741
 TEL: 512.466.1234 FAX: 512.466.1235
 WWW.TRCENG.COM





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 FGM ARCHITECTS INC. FOR DESIGN SERVICES RELATED TO THE ELGIN POLICE DEPARTMENT STATION RENOVATION AND EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration of a Resolution authorizing the City Manager to finalize negotiations and execute an agreement with *FGM Architects Inc.* of Austin, Texas, in the amount of \$506,350.00 for the final design services related to the new City of Elgin Police Department (EPD) Station Project.

BACKGROUND:

As part of the 2021A Certificates of Obligation, the City issued debt late last year in the principal amount of \$12.5M to provide funding for a wide range of capital improvement projects, including construction of a new EPD Station. To guide this process through the planning stage to construction, a building committee was formed that includes the EPD Police Chief, two EPD Commanders, the Public Works Director, the City Engineer and City Manager.

The City Council previously approved an agreement with FGM Architects to complete Phase 1 architectural and design services for the new the City of Elgin Police Department (EPD) Station.

The City Council has also authorized the “Construction Manager at Risk” (CMAR) delivery method for this project. City staff is in final negotiations with the preferred CMAR contractor and the project now requires final architectural and design services.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing the City Manager to finalize negotiations and execute an agreement with *FGM Architects Inc.* of Austin, Texas, in the amount of \$506,350.00 for final design services related to the EPD Station Project; and direction to staff, if any, regarding same.

ATTACHMENTS:

(1) Resolution (2) Agreement (3) Project budget

{ } 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 FGM ARCHITECTS INC. FOR DESIGN
SERVICES RELATED TO THE ELGIN POLICE DEPARTMENT
STATION RENOVATION AND EXPANSION PROJECT; AND
MAKING CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the Elgin City Council approved the issuance the 2021A Certificates of Obligation of \$12.5M to provide funding for a wide range of capital improvement projects, including the construction of a new City of Elgin Police Station; and,

WHEREAS, the Elgin City Council previously approved an agreement with *FGM Architects Inc.* of Austin, Texas to complete Phase 1 architectural and design services for the new the City of Elgin Police Department (EPD) Station, and;

WHEREAS, the Elgin City Council has also previously authorized the “Construction Manager at Risk” delivery method for the new EPD Station, which now requires final architectural and design services to complete the project.

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 finalize negotiations and execute an agreement with *FGM Architects Inc.* of Austin, Texas, in the amount of \$506,350 for the City of Elgin Police Department Station Project, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

Section 4. 2021A Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A 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 *City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 16^h day of August, 2022

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

 AIA[®] Document B133[™] – 2019**Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

AGREEMENT made as of the 28th day of February in the year 2022 **Revised 15 July 2022**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Elgin
310 North Main Street
P.O. Box 591
Elgin, TX 78621

and the Architect:
(Name, legal status, address, and other information)

FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746

for the following Project:
(Name, location, and detailed description)

New Elgin Police Department Station
202 Depot Street
Elgin, TX 78621

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017[™], General Conditions of the Contract for Construction; A133–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019[™] Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Architect shall assist the Owner in the development of a program as part of the Project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project consists of an approximately ~~3,500 GSF addition to, and the renovation of, the approximately 4,400 GSF existing station~~ **approximately 10,500 GSF of new construction**

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$4,747,500

Total project budget is ~~\$5,000,000~~. A rough-order-of-magnitude Conceptual Project Budget with preliminary line item breakdowns is provided in Exhibit A, **with a total estimated Construction Budget of \$3,895,000.**

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

~~2401 South IH 35, Suite 210~~
~~Austin, TX 78741~~
512-445-2090

1701 Director's Boulevard, Suite 400
Austin, TX 78744

.2 Structural Engineer:

Tsen Engineering
210 Barton Springs Road, Suite 250
Austin, TX 78704
512-474-4001

.3 Mechanical/Electrical/Plumbing Engineer:

Hendrix Consulting Engineers
115 East Main St.
Round Rock, TX 78664
512-218-0060

§ 1.1.12.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not Applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including prompt payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives non-public information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraph deleted)

.2 Percentage Basis
(Insert percentage value)

Thirteen (13) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

Cost of the Work: \$3,895,000 x 13% = \$506,350 including \$35,430 billed and paid for the initial programming and conceptual design.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus

(Paragraphs deleted)

one and one tenth percent (1.1 %).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Initial Conceptual Design (billed and paid)					\$35,430
Programming/Schematic Design Phase	fifteen	percent (	15	%)	\$40,522
Design Development Phase	twenty	percent (	20	%)	\$101,270
Construction Documents Phase	forty	percent (	40	%)	\$202,540
	five	percent (	5	%)	\$25,318
Construction Phase	twenty	percent (	20	%)	\$101,270
Total Basic Compensation					\$506,350

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
FGM Architects Inc.	
Principal	\$250.00
Architect IV	\$220.00

EXHIBIT A - REVISED

FGMARCHITECTS

2/25/2022

Revised
7/15/22

Conceptual Project Budget

Elgin Police Station Addition & Renovation

	SF	\$/SF		
Construction Costs				
Site Costs	7,900	\$45	\$355,500	
Renovation Costs	4,400	\$160	\$704,000	
New Construction Costs				
Shell Costs	3,500	\$155	\$542,500	
Finish Out Costs	3,500	\$185	\$647,500	
Sub-total			\$2,249,500	\$3,709,860
Contingency		5%	\$112,475	\$185,493
Total			\$2,361,975	\$3,895,353
Direct Purchase Costs				
Emergency Backup Generator		\$150,000		
Evidence Locker and Exhaust		\$30,000		
Officer Lockers 60	\$700	\$42,000		
Security: Door access/contacts, CCTV		\$30,000		
A/V Conference Room		\$15,000		
A/V Interview Recording		\$12,000		
New Furnishings, Office Equipment		\$25,000		
Total			\$304,000	\$320,700
Soft Costs				
Civil/Landscape Fees	4%	\$94,479		\$94,479
Design Team - Prog and SD	1.5%	\$35,430		\$35,430
Design Team Fees	7.5%	\$177,148		\$376,441
Geotech		\$3,000		\$3,046
Material Testing		\$15,000		\$15,000
HazMat Testing		\$7,000		\$7,000
Surveys - Tree and Topography		\$5,000		\$0
Permits		\$0		\$0
Total			\$332,057	\$531,396
Grand Total			\$2,998,032	\$4,747,449



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Second Amendment to an Economic Development Agreement between the City of Elgin Economic Development Corporation and Circle Brewing Company LLC

DEPARTMENT: Economic Development

PROPOSED ACTION: Approve the Second Amendment

BACKGROUND: Circle Brewing Company is currently constructing a 12,000 sq. ft. brewery and entertainment facility in Elgin. Because of problems with the supply chain, finding contractors and overall price increases in construction supplies the cost of the project has increased significantly. Circle Brew approached the Elgin Economic Development Corporation for assistance in finishing the project by assisting with gap financing. The Economic Development Corporation agreed to purchase a Certificate of Deposit from Frontier Bank for \$125,000. The CD will be used as collateral for a loan from Frontier Bank to Circle Brewing Company LLC for \$125,000. The loan will be paid back over a 60-month period.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve the Second Amendment

ATTACHMENTS: Second 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.

CITY OF ELGIN/CIRCLE BREWING COMPANY, LLC

SECOND AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT

This Second Amendment is made on the 16th day of August, 2022 by and between the Elgin Economic Development Corporation, Texas, (the "EDC") and Circle Brewing Company, LLC, a Texas limited liability company (the "Developer").

WHEREAS, the EDC and the Developer entered into an Economic Development Agreement on May 14, 2019, referred to as the. "Economic Development Agreement"; and

WHEREAS, the parties desire to amend the Economic Development Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Economic Development Agreement, the parties agree as follows:

The EDC will purchase a Certificate of Deposit from Frontier Bank in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000).

Frontier Bank will loan the Developer \$125,000 using the Certificate of Deposit as collateral for the loan

The Developer will pay the Frontier Bank loan over a sixty (60) month period.

Should the Developer not pay the loan all incentives to be paid to the Developer in the Economic Development Agreement will be used to pay off the Frontier Bank loan until the loan is paid in full

Other Terms and Conditions: All other terms and conditions of the Economic Development Agreement remain in full force and effect

CITY OF ELGIN, TEXAS

CIRCLE BREW COMPANY LLC

Theresa Y. McShan, Mayor

Ben Sabel, President



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 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

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the Ordinance

BACKGROUND: City Council met for a Worksession on August 2, 2022, and discussed some minor changes to the Boards & Commissions Ordinance. This Ordinance reflects these changes to be approved.

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 Ordinance

ATTACHMENTS: Ordinance

- ☐ 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.

ORDINANCE NO.

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 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
- 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.~~

~~See 7~~ Sec. 6-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.

~~See 8~~ Sec. 7-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) No member of a board or commission may simultaneously occupy a seat on any other City board or commission, except for the Historic Review Board and the Main Street Board of Directors
- (6) In addition to any other requirements prescribed by the City Council, members must maintain the qualifications established while in office.

~~(7) — Any member of a board or commission whose term is expiring must repeat the application process or to be considered for a second term.~~

~~Sec. 9~~ **Sec. 8-Term Limits**

No appointed member of a board or commission shall serve more than two (2) full two (2) year terms ~~in the same capacity~~. After completing said terms, an appointee shall not be eligible for reappointment ~~of any board, committee, or commission~~, by the City Council for a period of two (2) years.

~~Sec. 10~~ **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 June 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 (60) days prior to the June Regular City Council Meeting each year.~~

(1) The City Council will review applications and may, at their discretion, interview eligible applicants for open positions on boards and commissions. The City Secretary shall establish deadlines and procedures for providing all applications to the City Council relating to upcoming board and commission appointments.

(2) Applications are accepted at the beginning of May and through the end of June. The City Secretary will submit applications to the City Council at least sixty (60) days prior to October 1st. All board and/or commission appointments shall be made in September of each year and members begin their terms October 1st. Final appointment decisions will be determined by the City Council.

(3) Should a vacancy occur before the next appointment and causes a quorum conflict on the board, commission, or committee, the chair should report this to the City Council and City Secretary in writing. The City Council will then consider a special appointment to fill a vacancy on an as needed basis.

(4) Any member of a board or commission whose term is expiring must repeat the application process or submit their interest of reappointment in writing to be considered for a subsequent term.

~~Sec. 11~~ Sec. 10-Quarterly Meetings

All boards and/or commissions shall conduct an official meeting at least once every three (3) months. This requirement shall not apply to the Board of Adjustments and Building Standards Commission who shall meet as needed.

~~Sec. 12~~ Sec. 11-Regular Presentations to City Council

Each board and/or commission shall provide to City Council an activity report at least once every three (3) months.

~~Sec. 13~~ Sec. 12-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. 14~~ Sec. 13 -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 16th day of August 2022

ATTEST:

Theresa Y. McShan, Mayor
City of Elgin, Texas

Jennifer Stubbs, City Secretary