



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
January 23, 2024
6:30 PM**

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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. **Report on Implementation Plan for the Employee Compensation/Classification Study Approved in the FY23-24 Annual Budget**
2. **General Activity Report and/or Project Update**

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-December 5, 2023**
2. **City Council Regular Meeting Minutes-January 9, 2024**
3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RDC, PAVING LLC FOR VARIOUS SIDEWALK REPAIRS AND MAKING CERTAIN FINDINGS RELATED THERETO.**
4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**
5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, TO ADOPT TO THE USE OF NEW VOTING EQUIPMENT PER SECTIONS 61.012, 123.032, and 123.035 OF THE TEXAS ELECTION CODE.**

VIII. NEW BUSINESS

1. **City Appointments to the Bastrop County Public Health Task Force**
2. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION**
3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A RATE INCREASE TO THE WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO**
4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH AQUA WATER SUPPLY REGARDING THE LUND FARMS DEVELOPMENT SUBJECT TO CCN TRANSFER.**

5. Review of Status of Ballot Initiative Proposed ORD2022-08-24 "An Ordinance to Eliminate Low-Level Marijuana Enforcement"

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. ADJOURNMENT

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, January 19, 2024, in accordance with Chapter 551 of the Texas Government Code.



Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Report on Implementation Plan for the Employee Compensation/Classification Study Approved in the FY23-24 Annual Budget

DEPARTMENT: Human Resources

PROPOSED ACTION: Review staff implementation plan for the FY23-24 Compensation and Classification Study as presented; and as funded through contingency funds allocated as market analysis in the adopted FY23-24 Annual Budget

BACKGROUND:

Discussed at previous meetings; Classification and compensation studies help to achieve human resource objectives such as employee recruitment, retention, pay satisfaction and containing labor costs, through a review of internal equity and external competitiveness. In addition, the study is designed to ensure market structure alignment, simplify classification structures, and identify paths for career progression. This has been an ongoing objective for several years and has been faced with changing priorities, budget constraints, external economic factors, and specific needs within our departments.

The City Council has already stated their support for this analysis and approved overall funding for same with the adoption of the FY23-24 Annual Budget.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review staff implementation plan for the FY23-24 Compensation and Classification Study as presented; and/or applicable direction to staff as may be appropriate.

ATTACHMENTS:

None

- {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: Executive

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, non-agenda 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-December 5, 2023

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Minutes.

BACKGROUND:
N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the December 5, 2023 Regular Meeting Minutes

ATTACHMENTS:

1. City Council Regular Meeting-December 5, 2023

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

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

ELGIN CITY CITY COUNCIL



ELGIN CITY CITY COUNCIL MINUTES

December 5, 2023

6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll call and stated that Mr. Dennis was out sick and Mr. Rodriguez was out due to work. Ms. Love made a motion to excuse Mr. Dennis and Mr. Rodriguez. Mr. Callahan seconded the motion. Mr. Mattis stated that Mr. Rodriguez might be here later. All voted in favor. The motion carried.

INVOCATION

Mr. Gibson 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

Debbie Bresitte, 295 Walnut Creek Rd, voiced her support of the application for the Katy Project and provided comments.

Jeanette Shelby, 409 N. Main Street, voiced her support of the application for the Katy Project and provided comments.

Jules Assata, 408 E. 8th Street, voiced her support of the application for the Katy Project and provided comments.

Taylor Christian, 317 McClenden Drive, provided information and addressed some concerns at the last council meeting relating to water and wastewater. She stated that there was a lot you can do with growth when you properly plan for it. Ms. Christian stated that there will be an impact on the quality of life with the growth relating to the MUDs. Ms. Christian provided some comments about the marijuana ordinance and asked for a report on the record.

Gonzalo Camacho, P.O. Box 300354 Austin, Texas, stated he was a Traffic Engineer, and he had a meeting with TxDOT about the green commuter rail. He stated that he would be requesting to change policy to look at the corridors. Mr. Camacho stated that he would request a museum to be built.

Mayor McShan stated that there was an e-mail from Ms. Mary Penson provided to the Council Members.

CITY MANAGERS REPORT

1. Board of Adjustments (BOA) Quarterly Report

There was no discussion on the item.

2. Building Standards Commission (BSC) Quarterly Report

There was no discussion on the item.

3. Public Safety Advisory Committee Quarterly Update

There was no discussion on the item.

4. General Activity Report and/or Project Update

Chief Noble announced that the Police Department would be sponsoring 50 children with the Juneteenth organization and presented a \$5,000 check to Charlotte Thomas, representative with the Juneteenth organization. Mr. Mattis provided comments about the great success of the parade this past weekend.

CONSENT AGENDA

1. City Council Regular Meeting Minutes-November 14, 2023

The minutes were approved on the consent agenda.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A SIGNAGE AGREEMENT WITH BRIGHTLAND HOMES, LTD., A TEXAS LIMITED LIABILITY COMPANY AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution was approved on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 6, FOR THE COUNTY LINE ROAD WIDENING PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, REALLOCATING FUNDS FOR THE PISTOL HILL WATER BOOSTER STATION IMPROVEMENTS PROJECT, GENERAL LAND OFFICE GRANT 22-082-009-D207; AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution was approved on the consent agenda.

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

NEW BUSINESS

1. A RESOLUTION OF NO OBJECTION OF THE CITY OF ELGIN, TEXAS TO AN APPLICATION TO THE TDHCA FOR TAX CREDITS FOR THE KATY, A PROPOSED TAX-EXEMPT BOND MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED ON WEST SECOND STREET AND MAKING CERTAIN FINDINGS RELATED THERETO – Requested by Councilmember Casnovsky

Mayor McShan stated that the Council is agreeable that we need affordable housing, but it

is how we go about it. Ms. Casnovsky stated that she brought this agenda item back because there was some confusion. Roger Plourde provided a presentation on the Tax Credit Application for the Katy Project and answered questions. Discussion followed. Mr. Rodriguez arrived at 7:19 p.m.

Ms. Love made a motion to approve the resolution. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

2. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2023-24 Annual Operating Budget

Mr. Mattis provided information and stated that the City has given \$323k since 2016 to local non-profits. Mayor Pro Tem Brashar made a motion to approve the non-profit funding as specified by the committee. Mr. Swain seconded the motion. All voted in favor. The motion carried.

3. A RESOLUTION ALLOWING THE CITY OF ELGIN, TEXAS, ("CITY") TO ENTER INTO A PROPERTY EXCHANGE AGREEMENT TO ACCEPT THE CONVEYANCE FROM TEJEDA J. SANTANA, ("SANTANA") OF A .244 ACRE TRACT OF REAL PROPERTY IN THE CITY OF ELGIN MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION ("SANTANA PROPERTY") IN EXCHANGE FOR THE CONVEYANCE BY THE CITY TO ELGIN .247 ACRE TRACT OF REAL PROPERTY IN THE CITY OF ELGIN MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" TO THIS RESOLUTION ("CITY PROPERTY").

Mr. Mattis stated that tonight's proposal was for a land swap for the Kennedy Drainage Project and provided information. Ms. Love made a motion to approve the resolution. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

4. AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2024 REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE

Mr. Mattis provided comments about the meeting schedule. Mayor Pro Tem Brashar made a motion to approve the meeting schedule as presented. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AGREEMENT WITH BROHN HOMES FOR COST PARTICIPATION IN UPGRADING A WASTEWATER LINE AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated that this was a routine participation agreement. He stated the developer is required to build a 12-inch line and staff was recommending that the city pay the difference to upsize to a 24-inch line to better serve development in the future. Mr. Swain made a motion to approve the resolution. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Mr. Mattis stated that the City of Elgin has 1 vote, just like the surrounding regions. He stated that some of the board positions would become elected positions next year. Ms. Love stated that Elizabeth Montoya has an accounting background and was qualified for the position. Ms. Love made a motion to cast our vote for Elizabeth Montoya. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

There was no executive session.

RECONVENE**ANNOUNCEMENTS**

Ms. Miller provided information about upcoming events and encouraged those in attendance to subscribe to the e-newsletter. Ms. Miller stated that the Morris Memorial Park playground was in process and should be ready by Christmas. Mr. Mattis asked the Council to RSVP for the City Christmas Party. Ms. Love gave the Mayor a shout out for winning the Executive Women in Texas Government Award. Mayor McShan wished everyone a Merry Christmas and a Happy New Year.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:45 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-January 9, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the January 9, 2024 Regular Meeting Minutes.

ATTACHMENTS:

1. City Council Regular Meeting Minutes- January 9, 2024

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

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

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

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

ELGIN CITY CITY COUNCIL



ELGIN CITY CITY COUNCIL MINUTES

January 9, 2024

6:30 PM

CALL TO ORDER

Mayor Pro Tem Brashar called the meeting to order at 6:30 p.m.

ROLL CALL

Mayor Pro Tem Brashar called roll call. Mayor McShan and Mr. Callahan were not in attendance. Mr. Swain made a motion to approve their absences. Ms. Love seconded the motion. All voted in favor. The motion carried.

INVOCATION

Mr. Dennis provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Brashar 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

There was no one from the audience who wished to speak under the public comment item.

PRESENTATION

1. Bastrop County Public Health Task Force Presentation

Donna Nichols, Interim Director for the Bastrop County Public Health Department, provided a presentation about the initiative to create a Public Health Task Force Committee and answered questions of the Council. Ms. Love volunteered to serve on the task force. It was decided that the City Council would bring ideas about whom the community service representative would be and submit ideas to the Mayor and the City Manager. Mayor Pro Tem Brashar identified Beth Rollingsworth with Advocacy Outreach as an option. Discussion followed. Mr. Rodriguez left the dais at 6:55 p.m. and returned at 6:57 p.m.

CITY MANAGERS REPORT

1. City of Elgin 101 Presentation

Jennifer Stubbs, City Secretary, provided a presentation about the City of Elgin 101 and answered questions of the Council.

2. General Activity Report and/or Project Update

Ms. Miller announced that Elizabeth Marzec was awarded the Parks Professional of the Year by the Texas Recreation and Parks Society Central Region. Ms. Miller announced that

there would be a Martin Luther King Jr. walk in Smithville on Monday. She provided updates about the ongoing parks projects.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes-December 5, 2023**
The minutes were pulled and were moved to the next meeting.
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS ADOPTING A CITIZEN'S PARTICIPATION PLAN UNDER THE GENERAL LAND OFFICE MITIGATION METHOD OF DISTRIBUTION (GLO MIT MOD) PROGRAM**
The resolution was approved on the consent agenda.
3. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION METHOD OF DISTRIBUTION (CDBG-MIT MOD) APPLICATION TO THE GENERAL LAND OFFICE (GLO) AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT MOD PROGRAM.**
The resolution was approved on the consent agenda.
4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATP SOLUTIONS TO PROVIDE WI-FI IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO.**
The resolution was approved on the consent agenda.
5. **CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE ON MAIN STREET FROM LEXINGTON ROAD TO BRENHAM STREET; AND ON 2ND STREET, FIRST STREET, DEPOT STREET, CENTRAL AVENUE, AUSTIN STREET, BRENHAM STREET FROM MAIN STREET TO AVENUE B; AND ON AVENUE C FROM BRENHAM STREET TO 2ND STREET ON 2ND THURSDAYS: JANUARY 11, FEBRUARY 8, MARCH 14, APRIL 11, MAY 9, JUNE 13, JULY 11, AUGUST 8, SEPTEMBER 12, OCTOBER 10, NOVEMBER 14, DECEMBER 12, 2024.**
The request was approved on the consent agenda.

Mr. Swain made a motion to approve items 2, 3, 8, and 9 on the consent agenda. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**
The resolution was removed from the consent agenda. Mr. Gibson stated that he pulled this resolution for transparency and to discuss the numbers. Mr. Mattis provided information. Mr. Dennis made a motion to approve items 4, 5, 6, and 7. Mr. Gibson seconded the motion. All voted in favor. The motion carried.
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS**

CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was removed from the consent agenda. Mr. Gibson stated that he pulled this resolution for transparency and to discuss the numbers. Mr. Mattis provided information. Mr. Dennis made a motion to approve items 4, 5, 6, and 7. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO UPDATE AN AGREEMENT WITH TRC ENGINEERS FOR CONSTRUCTION INSPECTION SERVICES FOR THE WASTEWATER TREATMENT PLANT AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution was removed from the consent agenda. Mr. Gibson stated that he pulled this resolution for transparency and to discuss the numbers. Mr. Mattis provided information. Mr. Dennis made a motion to approve items 4, 5, 6, and 7. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KOMPAN AND SYNLAWN CENTRAL TEXAS FOR PLAYGROUND INSTALLATION AND TURF IN VETERANS MEMORIAL PARK EXPANSION AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution was removed from the consent agenda. Mr. Gibson stated that he pulled this resolution for transparency and to discuss the numbers. Mr. Mattis provided information. Mr. Dennis made a motion to approve items 4, 5, 6, and 7. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

5. AN ORDINANCE AMENDING CHAPTER 32 - SIGNS, ARTICLE II, DIVISION 4 – VARIANCES, SECTION 32-103 AMENDING AND CHAPTER 32 - SIGNS, ARTICLE V – PROHIBITED SIGNS, SECTION 32-267, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

Mr. Mattis stated that the item was requested by Mayor Pro Tem Brashar to update the code to allow for garage sale signs, and he provided additional information. Mayor Pro Tem Brashar stated that many cities have similar ordinances. Discussion followed. Mr. Gibson made a motion to approve the ordinance. Ms. Love seconded the motion. All voted in favor. The motion carried.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PURCHASE OF FOUR PURSUIT RATED VEHICLES FROM SISBEE FORD INC. RELATED TO THE ELGIN POLICE DEPARTMENT PATROL OPERATIONS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

Mr. Mattis stated that action tonight was to authorize the advance purchase of four patrol vehicles and provided additional information. Chief Noble provided further clarification about the issue of obtaining vehicles in today's market. Discussion followed. Mr. Rodriguez made a motion to approve the resolution. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING A CONTRACT BETWEEN GRANTWORKS, INC AND THE CITY OF ELGIN FOR ADMINISTRATIVE WORK IN REGARD TO THE GENERAL LAND OFFICE'S (GLO) MITIGATION METHOD OF DISTRIBUTION (MIT MOD) GRANT PROGRAM.

Mr. Mattis provided comments and stated that these two items were for the grant application discussed at previous meetings. Mr. Swain made a motion to approve the resolution. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

8. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING A CONTRACT BETWEEN TRC ENGINEERS, AND THE CITY OF ELGIN FOR DESIGN WORK IN REGARD TO THE GENERAL LAND OFFICE'S (GLO) MITIGATION METHOD OF DISTRIBUTION (MIT MOD) GRANT PROGRAM.

The resolution was discussed earlier in the meeting. Mr. Dennis made a motion to approve the resolution. Mr. Swain seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

There was no executive session.

RECONVENE

ANNOUNCEMENTS

Mr. Mattis stated that the compensation analysis would be presented at the next meeting. Mayor Pro Tem Brashar thanked staff for their hard work.

ADJOURNMENT

Mayor Pro Tem Brashar adjourned the meeting at 8:00 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RDC, PAVING LLC FOR VARIOUS SIDEWALK REPAIRS AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Consider and approve the City Manager to execute an agreement with RDC, Paving, LLC as presented.

BACKGROUND:

In response to several maintenance requests from residents about degrading sidewalks in residential areas, the Public Works Staff responded and observed the issues. One prescription was several rounds of “Mud jacking” with self-leveling foam to raise sunken sidewalks combined with edge grinding to lower trip areas. We believe these efforts were well received. Above these issues, several areas of sidewalk and inlet caps that were noted as too degraded for repair and must be re-poured. This proposal before you is for a contractor to demo and repair several areas of sidewalk that are listed in the attachment. Staff solicited several contractors and found the proposal to be of fair value.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consider and approve the City Manager to execute an agreement with RDC, Paving, LLC as presented.

ATTACHMENTS:

1. RESNewContract
2. City of Elgin, Sidewalks

- { } 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 RDC, PAVING LLC FOR VARIOUS SIDEWALK REPAIRS AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the Elgin Public Works Department has made certain commitments to residential pedestrian traffic, and;

WHEREAS, among other projects strongly supported, the repairs to sidewalks for walkability have been noted and are important to the community and;

WHEREAS, the staff have sent out request for qualifications and found the proposal from RDC paving to be of fair value, and;

WHEREAS, staff recommend awarding the repair project as proposed to RDC Paving, LLC of Austin with the details specified in the attached documents.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with RDC Paving, LLC of Austin the amount of the proposal package attached.

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

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

PASSED AND ADOPTED this 23rd day of January 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

RDC Paving

P.O. Box 7511
Round Rock, TX 78683

Prepared By: Matt Teichelmann
matt@rdcpaving.com
737-600-9380



Prepared For:
City of Elgin
Elgin, TX 78621

Attention:
City of Elgin

Project Address:
City of Elgin
Elgin, TX 78621

Matt Teichelmann
Office: 737-600-9380
matt@rdcpaving.com

Dear City of Elgin, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

CONCRETE SIDEWALK REPLACEMENT

\$55,300.00

Install 2,700 square feet up to 4 inch depth.

(27 areas or /540 feet x 5 ft wide)

Excludes: Inspections, permits, traffic control, or A.D.A. ramps

- We will saw cut existing asphalt if required and pour to existing elevations.
- We will furnish and install new concrete material on grade using an air entrained approved concrete mix.
- The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.
- We are not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete.
- The color of the new concrete will not match the existing or surrounding concrete.
- Purchaser is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.
- In the event actual area is greater than specified and/or depth of existing concrete is greater than above depth inches, the price will be increased at a unit price of \$400.00 per additional cubic yard of concrete for additional material.
- **To Protect Your Concrete Surfaces:** Do not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulfate, use plain sand. Apply a concrete sealer for protection periodically.

PROPOSAL TOTAL: \$55,300.00

TERMS AND CONDITIONS: RDC Paving will supply all labor, equipment, and materials for the proposed work unless specified otherwise. This quote is inclusive and based on RDC Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. RDC Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify RDC of any utilities buried less than 12 inches deep including private utilities and irrigation. RDC Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties.

RDC Paving proposes to furnish material and labor to perform the work outlined herein for the sum of:

Payment is to be made as follows:

- 50% upon acceptance
- 50% upon completion

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Accepted: The above-proposed terms and conditions, including price and payment terms, are satisfactory and hereby accepted. **RDC Paving** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____

RDC Paving, LLC
P.O. Box 7511
Round Rock, Texas 78683
512-920-9155

PROJECT INFORMATION FORM

*****IN ORDER FOR WORK TO BE SCHEDULED, A SIGNED PROPOSAL AND COMPLETED PROJECT INFORMATION FORM ARE REQUIRED*****

What is the Tax Status of this Project?

No sales Tax/Exempt ☐ Tax Resale Certificate ☐ Residential or New Construction

MUST HAVE THE CERTIFICATE BEFORE WORK STARTS OR SALES TAX WILL BE ADDED

RDC Paving is Working for: ☐ The Owner (Fill out Section A ONLY)
☐ General Contractor (Fill out Section A&B)
☐ A Subcontractor (Fill out Section A, B & C)

Project # _____ Project Address: _____

Section A:
RDC PAVING CUSTOMER INFO: Company Name: _____
Address: _____
City/State/Zip: _____
Billing Contact/Phone #: _____
Billing Email: _____

Section B:
Owner/Agent Company Name: _____
Address: _____
City/State/Zip: _____
Billing Contact/Phone #: _____
Billing Email: _____

Section C:
General Contractor: Company Name: _____
Address: _____
City/State/Zip: _____
Billing Contact/Phone #: _____
Billing Email: _____

Name: _____

Signature: _____

Date: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

The City Council approved the issuance the 2021A Certificates of Obligation (CO) in the total amount of approximately \$12.5M to provide funding for a wide range of capital improvement projects, including funding to construct a new City of Elgin Police Department (EPD) Station. Previously, the City Council, upon recommendation of the EPD Station Building Committee, authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the project and the engagement of Baird/Williams Ltd. to provide construction services as part of the CMAR team.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution authorizing the City Manager to remit payment for professional services fees associated with the City of Elgin Police Station Project.

ATTACHMENTS:

1. EPD Station Resolution-BWC

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO APPROVE
PROFESSIONAL SERVICES FEES WITH
BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED
TO THE ELGIN POLICE DEPARTMENT STATION
PROJECT; AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, the Elgin City Council approved the issuance the 2021A Certificates of Obligation to provide funding for a wide range of capital improvement projects, including a new City of Elgin Police Department (EPD) Station (“Project”); and,

WHEREAS, the City Council, upon recommendation of the EPD Station Building Committee, has previously authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the Project and the engagement of Baird/Williams Construction, Ltd to provide constructions services as part of the CMAR team, and;

WHEREAS, Baird/Williams Constructions, Ltd have submitted invoices to the city for professional services charges related to the Elgin Police Department Station 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 execute a dollar amount of \$75,123.15 for Bid Package 1, Payment Application #9, and a dollar amount of \$271,534.70 for Bid Package #2 Payment Application #7 for professional services fees associated with the City of Elgin Police Department Station Project.

Section 3. 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 *FY23-24 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 23rd day of January 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, TO ADOPT TO THE USE OF NEW VOTING EQUIPMENT PER SECTIONS 61.012, 123.032, and 123.035 OF THE TEXAS ELECTION CODE.

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

Travis County Elections upgraded their software and this resolution is to acknowledge the upgrade. Section 61.012 of the Texas Election Code requires that the City of Elgin must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. RES New Equipment Adoption Order 2024

- { } 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, TO
ADOPT TO THE USE OF NEW VOTING EQUIPMENT
PER SECTIONS 61.012, 123.032, AND 123.035 OF THE
TEXAS ELECTION CODE.**

WHEREAS, Section 61.012 of the Texas Election Code requires that the City of Elgin must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot; and,

WHEREAS, The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450, DS850 & DS950 Digital® Central Count Scanner will be used to process all by mail ballots; and,

WHEREAS, Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

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. As chief elections officer of the City of Elgin, the City Secretary shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2023. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to City of Elgin, including but not limited to lease or rental from the County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

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

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

PASSED AND ADOPTED this 23rd day of January 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Appointments to the Bastrop County Public Health Task Force

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of appointments to the Bastrop County Public Health Task Force as requested by the Bastrop County Commissioners Court.

BACKGROUND:

Discussed at last meeting; the Bastrop County Commissioners Court is forming a Public Health Task Force and has requested certain municipalities to "appoint an elected official and a community leader who understands health (not medical care) to sit on a Bastrop County Public Health Department Task Force to help us with operational and strategic decisions that need to be made during this developmental year".

In addition, the Court has also requested a letter of support for their Planning Program Grant Application.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of appointments to the Bastrop County Public Health Task Force as requested by the Bastrop County Commissioners Court and direction to staff, if any, as appropriate.

ATTACHMENTS:

1. LETdnichols124

- { } 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 Office of the City Manager

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

October 19, 2023

Donna Nichols, MEd, CHES, Interim Executive Director
Bastrop County Public Health Department
Bastrop County Courthouse
804 Pecan Street
Bastrop, Texas 78602

Re: HRSA-24-007 Rural Health Network Development Planning Program Grant Application

Dear Ms. Nichols:

On behalf of the City of Elgin, Texas, this letter of commitment as authorized by the City Council is hereby provided to the Bastrop County Public Health Department as it relates to their application for a HRSA-24-007 Rural Health Network Development Planning Program Grant.

Our Mayor and City Council are deeply committed to serving our municipality with quality health care services. By establishing a public health department, the Bastrop County Public Health Department can serve those most vulnerable with quality disease prevention/health promotion services, provide the necessary linkage to existing medical care providers and organizations, and protect our environment from threats to our air, water, and food supply.

The City of Elgin supports the development of the Bastrop County Public Health Department Task Force by appointing an elected official, _____ and a community leader _____ (name and title, if any) who represents the _____ sector (provide the sector name which can be a business, school, neighborhood, social service organization, health clinic or church). It is our understanding that these network members will provide recommendations on the strategic, structural, and operational aspects of the public health department. They too will share in decision-making about health service priorities based on community and workforce assessments, infrastructure funding, governance and administrative structure, core health services and funding models and other planning efforts that focus on health equity.

The City recognizes that funds are to be used only for the development of a health care network and are not to be used for the exclusive benefit of any one network partner or clinical services.

We look forward to our opportunity to engage with other county leaders to make crucial decisions about our rural public health system in Bastrop County.

Sincerely,

Thomas L. Mattis
City Manager



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Ordinance.

BACKGROUND:

This is a routine item that calls the order of the election for the City of Elgin. May 4, 2024, is the appropriate date for holding the election of Mayor, Ward 1, Ward 2, Ward 3, and Ward 4 City Council Members.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Ord20240123 Calling General Election
2. SPANISH-Ord20240123 Calling General Election
3. 2024 Election Services Agreement
4. Joint Election Agreement for May 4 2024 elections
5. EA Contract for May 4 2024 COE

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

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

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

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

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

WHEREAS, the City Council of the City of Elgin, Texas, wishes to order a general election for Mayor, Ward 1, Ward 2, Ward 3, and Ward 4; and

WHEREAS, the City Council has determined that May 4, 2024, is the appropriate date for holding the election of Mayor, Ward 1, Ward 2, Ward 3, and Ward 4 City Council Members; and

WHEREAS, the City Council wishes to encourage all registered voters in the city to vote in this election; Now, Therefore,

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

Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES, AND ELECTION JUDGES.

Election Date. An election shall be held on Saturday, May 4, 2024, between the hours of 7:00 a.m. and 7:00 p.m., in accordance with the attached Order of Election, which Order is labeled as Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

Precincts and Polling Places. The City hereby designates the election precincts and polling places designated by the Bastrop County Elections Administrator and Travis County Elections Administrator and approved by the Bastrop County Commissioners Court and Travis County Commissioners Court, for such Election Day voting, as delineated on Exhibit “A-1” and Exhibit “A-2” attached to the Order of Election and incorporated herein by reference for all purposes. Further, the City hereby designates the early voting polling places and the temporary polling places designated by the Bastrop County Elections Administrator and Travis County Elections Administrator and approved by the Bastrop County Commissioners Court and Travis County Commissioners Court, for early voting in such election, as delineated on Exhibit “B-1” and Exhibit “B-2” attached to the Order of Election and incorporated herein by reference for all purposes.

Election Judges. The Bastrop County Elections Administrator and Travis County Elections Administrator are conducting such election for the City pursuant to the terms of an Election Services Contract. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Elgin, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. The City Council hereby appoints the Bastrop County Elections Administrator as the City of Elgin Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Kristin Miles
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

Applications for ballots by mail must be received no later than 5:00 p.m. on Tuesday, April 23, 2024. A completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us.

For voters in Travis County, applications for ballots by mail shall be mailed to:

Travis County Early Voting Clerk
PO Box 149325
Austin, TX 78714-9325

For voters in Travis County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to ebbm@traviscountytexas.gov.

Dates for Early Voting. Early voting shall commence on Monday, April 22, 2024, and continue through Tuesday, April 30, 2024, as provided by the Texas Election Code and as shown on attached exhibits.

Places for Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places and temporary polling places designated by the Bastrop County Elections Administrator and Travis County Administrator approved by the Bastrop County Commissioners Court and Travis County Commissioners Court and as delineated on Exhibit “B-1” and Exhibit “B-2” attached to the Order of Election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 22, 2024, through April 30, 2024, the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 4. EARLY VOTING BALLOT BOARD.

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Bastrop County Elections Administrator and Travis County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

Section 5. CUSTODIAN OF ELECTION RECORDS.

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator and Travis County Elections Administrator shall serve as the custodians of voted ballots, and the City Secretary of Elgin, Texas shall be appointed as custodian of all other election records.

Section 6. CANDIDATE FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code, the first day of filing is 8:00 a.m. Wednesday, January 17, 2024, and the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. Friday, February 16, 2024.

The deadline for a write-in candidate to declare candidacy is Tuesday, February 20, 2024.

Section 7. VOTERS.

All resident, qualified voters of the City shall be entitled to vote at the election.

Section 8. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Saturday, April 13, 2024, and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than April 4, 2024, nor later than April 24, 2024.

Authorization to City Secretary. The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

Section 9. VOTING DEVICES.

Pursuant to the Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator and Travis County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Bastrop County Elections Administrator and Travis County Elections Administrator are currently using election systems and software certified by the Texas Secretary of State.

The City Council of the City of Elgin, Texas, finds as follows:

Section 61.012, Texas Election Code, requires that at least one accessible voting station must be provided in each polling place used in a Texas election on or after January 1, 2006. Such system must comply with state and federal laws setting the requirements for voting systems that (i) fully comply with applicable laws relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provide a practical and effective means for voters with physical disabilities to cast a secret ballot. The Office of the Texas Secretary of State has certified that the DRE - Election Systems and Software iVotronic is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035, Texas Election Code, authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems. As chief elections officer for the City of Elgin, the Bastrop County Elections Administrator shall provide at least one DRE - Election Systems and Software iVotronic in each polling place at every polling location used to conduct any election ordered on or after January 1, 2006. The DRE - Election Systems and Software iVotronic may be acquired by any legal means available to the City of Elgin, including but not limited to lease or rental from Bastrop County or from any other legal source, as authorized or required by Sections 123.032 and 123.035 of the Texas Election Code.

The Bastrop County Elections Administrator and Travis County Elections Administrator may also utilize a central counting station as provided by Texas Election Code § 127.000 *et seq.*, as amended.

Section 10. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Elgin's Home Rule Charter.

Section 11. ELECTION RESULTS.

The Bastrop County Elections Administrator and Travis County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 4, 2024. The official canvass, tabulation, and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

The provisions of this ordinance are severable; and in case any one or more of the provisions of this ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

By motion duly made, seconded, and passed with an affirmative vote of the City Council members present, the requirement for reading this ordinance was dispensed.

READ, PASSED and ADOPTED on first reading on this 23rd day of January 2024.

THERESA Y. MCSHAN
Mayor, City of Elgin, Texas

ATTEST:

JENNIFER STUBBS
City Secretary

EXHIBIT “A”

**ORDER OF ELECTION
CITY OF ELGIN, TEXAS**

An election is hereby ordered to be held on Saturday, May 4, 2024, for the purpose of electing Members for Mayor, Ward 1, Ward 2, Ward 3, and Ward 4.

For voters in Bastrop County, early voting by personal appearance will be conducted at the locations designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are delineated on Exhibit “B-1” attached hereto and incorporated herein by reference for all purposes.

For voters in Travis County, early voting by personal appearance will be conducted at the locations designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court, all as are delineated on Exhibit “B-2” attached hereto and incorporated herein by reference for all purposes.

For voters in Bastrop County, applications for ballots by mail shall be mailed to:

Kristin Miles
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

For voters in Bastrop County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us.

For voters in Travis County, applications for ballots by mail shall be mailed to:

Travis County Early Voting Clerk
PO Box 149325
Austin, TX 78714-9325

For voters in Travis County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to ebbm@traviscountytexas.gov.

Applications for ballot by mail must be received no later than 5:00 p.m. on Tuesday, April 23, 2024.

Issued this 23rd day of January 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

EXHIBIT “A-1”

BASTROP COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Election Order was issued, Bastrop County had not determined the Election Day precincts and polling places. As soon as this information is made available from Bastrop County, it will be attached as Exhibit “A-1” to this Election Order.

EXHIBIT “A-2”

TRAVIS COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Election Order was issued, Travis County had not determined the Election Day precincts and polling places. As soon as this information is made available from Travis County, it will be attached as Exhibit “A-2” to this Election Order.

EXHIBIT “B-1”

EARLY VOTING LOCATIONS, DATES AND TIMES - BASTROP COUNTY

*As of the date the Election Order was issued, Bastrop County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Bastrop County, it will be attached as Exhibit “B-2” to this Election Order.

EXHIBIT “B-2”

EARLY VOTING LOCATIONS, DATES AND TIMES - TRAVIS COUNTY

*As of the date the Election Order was issued, Travis County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Travis County, it will be attached as Exhibit “B-2” to this Election Order.

ORDENANZA NO.

ORDENANZA DE LA CIUDAD DE ELGIN, TEXAS, QUE CONVOCA UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 4 DE MAYO, 2024 CON EL PROPÓSITO DE ELEGIR CIERTOS OFICIALES DE LA CIUDAD; PARA DESIGNAR PRECINTOS ELECTORALES Y SITIOS DE VOTACIÓN; SUMINISTRAR LA VOTACIÓN ANTICIPADA Y VOTACIÓN EL DÍA DE ELECCIONES; DISPONER EL DESEMPEÑO DE DEBERES ADMINISTRATIVOS REQUERIDOS; DISPONER MEDIDAS PARA LLEVAR A CABO DICHA ELECCIÓN; DISPONER LA CERTIFICACIÓN DE SISTEMAS ACCESIBLES PARA VOTAR EN CADA SITIO DE VOTACIÓN; Y DISPONER MEDIDAS PARA OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN DE LA CIUDAD.

POR CUANTO, el Consejo de la Ciudad de Elgin, Texas desea ordenar una elección general de la ciudad para los puestos de Alcalde, y Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad ha determinado que el 4 de mayo, 2024 es fecha apropiada para llevar a cabo la elección para elegir el Alcalde, Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad desea motivar a todos los votantes registrados de la Ciudad para que voten en esta elección; Ahora, Por lo tanto,

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE ELGIN, TEXAS, QUE:

Sección 1. FECHA DE LA ELECCIÓN, PRECINTOS Y SITIOS DE VOTACIÓN, Y JUECES ELECTORALES.

Fecha de la Elección. Se llevará a cabo una elección el sábado 4 de mayo, 2024 durante las horas de 7:00 a.m. a 7:00 p.m. de acuerdo con la Orden de Elección adjunta, y que dicha orden lleva el encabezado de Adjunto “A”, agregado a la presente e incorporada a la presente por referencia para todo propósito.

Precintos y Sitios de Votación. La Ciudad por lo presente designa los precintos electorales y sitios de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a del Condado de Travis, y aprobados por la Corte de Comisionados del Condado de Bastrop y la Corte de Comisionados del Condado de Travis, para la votación durante el Día de Elecciones de acuerdo con los detalles en el Adjunto “A-1” y Adjunto “A-2” agregados a la Orden de Elección e incorporados a la presente por referencia para todo propósito. Además, la Ciudad por lo presente designa los sitios de la votación anticipada y los sitios temporales para la votación que se hayan designado por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis, y aprobados por la Corte de Comisionados del Condado de Bastrop y la Corte de Comisionados del Condado de Travis para la votación Anticipada en dicha elección de acuerdo con los detalles en el

Adjunto “B-1” y Adjunto “B-2” agregados a la Orden de Elección e incorporados a la presente por referencia para todo propósito.

Jueces Electorales. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis llevarán a cabo la elección de la Ciudad de acuerdo con los términos del Contrato de Servicios Electorales. El Consejo de la Ciudad por lo presente nombra, para que actúen durante el plazo de dicha elección al juez (jueces) presidente(s) electorales y al juez (jueces) alternos electorales que hayan sido designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis.

Sección 2. SECRETARIOS ELECTORALES.

El juez presidente electoral por lo presente es autorizado para nombrar el número de secretarios electorales necesario para asistir en la administración apropiada de la elección y dichos secretarios electorales serán votantes calificados de la Ciudad de Elgin, Texas. Si la elección es llevada a cabo por el juez presidente electoral nombrado, entonces el juez alerno electoral será nombrado a uno de los puestos de secretario. El nombramiento de dichos secretarios incluirá una persona que domine el idioma español para el puesto de secretario quien dará asistencia oral en español a cualquier votante que desea tal asistencia en los sitios de votación el día de la elección.

Sección 3. VOTACIÓN ANTICIPADA.

Secretario/a de la Votación Anticipada. El Consejo de la Ciudad por lo presente nombra a el/la Administrador/a Electoral del Condado de Bastrop para que actúe de Oficial Electoral de la Ciudad de Elgin y de Secretario/a de la Votación Anticipada. La dirección postal del/la Secretario/a de la Votación Anticipada a cual se deberán enviar las solicitudes para boletas por correo y a cual se devuelven las boletas con su voto, es la siguiente:

Kristin Miles
Administradora Electoral del Condado de Bastrop
(*Bastrop County Elections Administrator*)
804 Pecan St.
Bastrop, TX 78602

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el martes, 23 de abril, 2024. La solicitud para boleta por correo escaneada y llenada completamente y con firma original se puede someter electrónicamente a elections@co.bastrop.tx.us.

Los votantes en el Condado de Travis deberán enviar solicitudes para boletas por correo a:

Secretaria de la Votación Anticipada del Condado Travis
(*Travis County Early Voting Clerk*)
PO Box 149325

Austin, TX 78714-9325

Votantes del Condado de Travis pueden someter la solicitud para boleta por correo escaneada y llenada completamente y con firma original en formato electrónico a ebbm@traviscountytx.gov.

Fechas de la Votación Anticipada. La Votación Anticipada principiará el lunes, 22 de abril, 2024 y continúa hasta el martes, 30 de abril, 2024 de acuerdo con el Código Electoral de Texas y con lo detallado en los adjuntos agregados.

Sitios de la Votación Anticipada. La votación Anticipada será llevada a cabo en persona en los sitios de votación Anticipada y en los sitios temporales de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis y aprobados por la Corte de Comisionados del Condado de Bastrop y por la Corte de Comisionados del Condado de Travis y de acuerdo con los detalles en el Adjunto “B-1” y Adjunto “B-2” agregados a la Orden de Elección.

Horario de la Votación Anticipada. Durante el periodo en cual la votación Anticipada se requiere o se permite por ley, que será del 22 de abril, 2024 hasta el 30 de abril, 2024; las horas designadas para la Votación Anticipada en persona serán indicadas por escrito por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis.

Sección 4. JUNTA DE BOLETAS DE LA VOTACIÓN ANTICIPADA.

Por la presente se instituye una Junta de Boletas de la Votación Anticipada para procesar los resultados de la votación anticipada, y la Ciudad por la presente nombra al juez presidente de la Junta de Boletas de la Votación Anticipada que sea el/la mismo/a que haya sido nombrado/a por el/la Administrador/a Electoral del Condado de Bastrop y por el/la Administrador/a Electoral del Condado de Travis. Dicho juez presidente nombrará a no menos de dos (2) otros miembros calificados que actúen en dicha Junta.

Sección 5. GUARDIÁN DE RÉCORDS ELECTORALES.

De acuerdo con el Código Electoral de Texas y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis actuarán de guardián de las boletas emitidas (votadas), y el/la Secretario/a de la Ciudad de Elgin, Texas será nombrado/a guardián de todos los demás récords electorales.

Sección 6. PERIODO PARA ARCHIVAR CANDIDATURAS.

De acuerdo con la Sección 143.007 del Código Electoral de Texas, la primera fecha y hora en que se pueden archivar candidaturas será a las 8:00 a.m., el miércoles, 17 de enero, 2024 y la fecha límite para archivar la solicitud para ser apuntado en la boleta de esta elección es a las 5:00 p.m., el viernes, 16 de febrero, 2024.

Sección 7. VOTANTES.

Todo residente, votante calificado de la Ciudad tendrá el derecho de votar en la elección.

Sección 8. AVISO.

Fijar Aviso. Aviso de esta elección, incluyendo una traducción al español del mismo, será dado fijando la documentación apropiada en el tablón de boletines usado para fijar avisos de las reuniones del Consejo de la Ciudad, y el mismo será fijado a no más tardar el sábado 13 de abril, 2024 y permanecerá fijado hasta el Día de la Elección.

Publicación. Aviso de esta elección, incluyendo una traducción al español de lo mismo será publicado una vez en un periódico de circulación general en la Ciudad, y dicha publicación no será antes del 4 de abril, 2024 ni después del 24 de abril, 2024.

Autorización para la Secretaria de la Ciudad. El/la Secretario/a de la Ciudad por lo presente es autorizado/a y se le encomienda que publique y fije los avisos requeridos en la manera y durante los periodos requeridos por ley.

Sección 9. EQUIPO DE VOTACIÓN.

De acuerdo con el Código Electoral y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis podrán usar sistemas de votar electrónicos y aparatos/equipo de votación correspondientes para llevar a cabo la elección. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis actualmente usan sistemas electorales y programas de software certificados por el/la Secretario/a de Estado de Texas.

El Consejo de la Ciudad de Elgin, Texas, determina lo siguiente:

La Sección 61.012, del Código Electoral de Texas desde la fecha del 1 de enero, 2006 y después ha requerido que al menos se provee un sitio de votación que sea accesible para personas discapacitadas en cada lugar de votación que se utilice en elecciones de Texas. Dicho sistema deberá cumplir con las leyes estatales y federales que estatuyen los requisitos de sistemas de votación que (i) plenamente cumplen con las leyes aplicables pertinentes a sistemas de votación accesibles para votantes discapacitados; y (ii) proveen medios prácticos y eficaces para que votantes con discapacidades físicas emitan su boleta secreta. La oficina del/la Secretario/a de Estado de Texas ha certificado que el Sistema Electoral DRE y su programa de software iVotronic es sistema de votación accesible que se permite usar legalmente en elecciones en Texas.

Las Secciones 123.032 y 123.035, del Código Electoral de Texas autorizan la adquisición de sistemas de votación por subdivisiones políticas locales y además ordena ciertos requisitos mínimos para contratos relacionados a la adquisición de dichos sistemas de votación. En su puesto de oficial electoral de la Ciudad de Elgin, el/la Administrador/a Electoral del Condado de Bastrop deberá proporcionar al menos un Sistema Electoral DRE y el programa Software

iVotronic en cada sitio de votación usado para llevar a cabo cualquier elección ordenada en la fecha del 1 de enero, 2006 o después. El Sistema Electoral DRE y el programa Software iVotronic se permitirá ser adquirido por cualquier medida legal disponible a la Ciudad de Elgin, incluyendo pero sin limitarse a alquilar o rentar del Condado de Bastrop o de alguna otra fuente legal de acuerdo con la autorización de las Secciones 123.032 y 123.035 del Código Electoral de Texas.

El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis además podrán utilizar un sitio central para contar votos de acuerdo con las provisiones del Código Electoral de Texas, Sección 127.000 *et seq.*, con sus enmiendas.

Sección 10. ADMINISTRACIÓN DE ACUERDO CON LOS ESTATUTOS.

En todo aspecto substantivo, la elección se llevará a cabo de acuerdo con provisiones aplicables del Código Electoral de Texas, de otros estatutos aplicables, y de la Carta de Autonomía de la Ciudad de Elgin.

Sección 11. RESULTADOS DE LA ELECCIÓN.

El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis llevarán a cabo la cuenta no oficial de los resultados después de cerrarse los sitios de votación el día 4 de mayo, 2024. El repaso oficial, la cuenta y declaración de los resultados de la elección se llevarán a cabo por el Consejo de la Ciudad en su reunión regular o especial efectuada de acuerdo con provisiones del Código Electoral de Texas.

Sección 12. MISCELÁNEO.

Las disposiciones de esta Ordenanza son divisibles; y en caso de que alguna o más de las disposiciones de esta Ordenanza o de la aplicación de la misma a cualquier persona o circunstancia se determine ser inválida, inconstitucional, o ineficaz en el caso de cualquier persona o circunstancia, de todas maneras el resto de esta ordenanza será válido, y la aplicación de tal disposición inválida a personas o circunstancias que no sean las que hayan sido afectadas por cierta invalidez no serían afectadas por lo mismo.

Con una moción debidamente hecha, secundada y aprobada con el voto afirmativo de los miembros del Consejo presentes de la Ciudad, se cumplió el requisito de dar lectura a esta ordenanza.

LEIDA, APROBADA Y ADOPTADA en su primera lectura este día 23 de enero, 2024.

THERESA Y. MCSHAN
Alcalde, Ciudad de Elgin, Texas

CERTIFICO:

JENNIFER STUBBS
Secretaria de la Ciudad

ADJUNTO “A”
ORDEN DE ELECCIÓN
CIUDAD DE ELGIN, TEXAS

Por la presente se ordena una Elección que se llevará a cabo el sábado, 4 de mayo, 2024 con el propósito de elegir a los vocales para Alcalde, y a Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4.

Para votantes en el Condado de Bastrop, la votación anticipada en persona será llevada a cabo en los sitios designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop, todos detallados en el “Adjunto B-1” agregado a la presente e incorporado por referencia para todos los efectos y propósitos.

Para votantes en el Condado de Travis, la votación anticipada en persona será llevada a cabo en los sitios designados por el/la Administrador/a Electoral del Condado de Travis y aprobados por la Corte de Comisionados del Condado de Travis, todos detallados en el “Adjunto B-2” agregado a la presente e incorporado por referencia para todos los efectos y propósitos.

Los votantes de Bastrop deberán enviar sus solicitudes para boletas por correo a:

Kristin Miles
Administradora Electoral del Condado de Bastrop
(*Bastrop County Elections Administrator*)
804 Pecan St.
Bastrop, TX 78602

A los votantes del Condado de Bastrop se les permite someter la solicitud para boleta por correo, completa escaneada con la firma original del solicitante sometida en formato electrónico a elections@co.bastrop.tx.us.

Los votantes del Condado de Travis deberán enviar su solicitud para su boleta por correo a:

Secretaria de la Votación Anticipada del Condado Travis
(*Travis County Early Voting Clerk*)
PO Box 149325
Austin, TX 78714-9325

A los votantes del Condado de Travis se les permite someter la solicitud para boleta por correo, completa escaneada con la firma original del solicitante sometida en formato electrónico a ebbm@traviscountytexas.gov.

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el martes, 23 de abril, 2024.

Emitida este día 23 de enero, 2024.

THERESA Y. MCSHAN, Alcalde
Ciudad de Elgin, Texas

ADJUNTO “A-1”

PRECINTOS Y SITIOS DE VOTACIÓN DEL CONDADO DE BASTROP PARA EL DÍA DE ELECCIONES

*A la fecha de emisión de la Orden de Elección, el Condado de Bastrop aun no había determinado los precintos y sitios de votación para el día de elecciones. En cuanto el Condado de Bastrop proporcione la información, será agregada con el encabezado de Adjunto “A-1” a esta Orden de Elección.

ADJUNTO “A-2”

**PRECINTOS Y SITIOS DE VOTACIÓN DEL CONDADO DE TRAVIS PARA EL DÍA DE
ELECCIONES**

*A la fecha de emisión de la Orden de Elección, el Condado de Travis aun no había determinado los precintos y sitios de votación para el día de elecciones. En cuanto el Condado de Travis proporcione la información, será agregada con el encabezado de Adjunto “A-2” a esta Orden de Elección.

ADJUNTO “B-1”

FECHAS, HORAS Y UBICACIONES DE LA VOTACIÓN ANTICIPADA

Del CONDADO De BASTROP

*A la fecha de emisión de la Orden de Elección, el Condado de Bastrop aun no había determinado los precintos y sitios de votación anticipada. En cuanto el Condado de Bastrop proporcione la información, será agregada con el encabezado de Adjunto “B-1” a esta Orden de Elección.

ADJUNTO “B-2”

FECHAS, HORAS Y UBICACIONES DE LA VOTACIÓN ANTICIPADA del
CONDADO DE TRAVIS

*A la fecha de emisión de la Orden de Elección, el Condado de Travis aun no había determinado los precintos y sitios de votación anticipada. En cuanto el Condado de Travis proporcione la información, será agregada con el encabezado de Adjunto “B-2” a esta Orden de Elección.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF ELGIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and City of Elgin (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
 - (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing

action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

- a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated

with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) The City Secretary will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Secretary will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Secretary serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated Jennifer Stubbs, City Secretary, as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: jennifer.stubbs@elgintexas.gov
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating

entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
 - (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if,

at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and

duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF ELGIN
Jennifer Stubbs, City Secretary
P.O. Box 591
Elgin, Texas 78621

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its

obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

CITY OF ELGIN
Accounts Payable
P.O. Box 591

Elgin, Texas 78621

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF ELGIN

BY: _____
Theresa Y. McShan
Mayor

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

JOINT ELECTION AGREEMENT FOR MAY 4, 2024 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on May 4, 2024. Each Participating Entity requires elections to be held on May 4, 2024 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 4, 2024 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on May 4, 2024 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating

Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in

the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot,

for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for transporting voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.
4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.
- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 4, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral

representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a

person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

Joint election agreement for May 4, 2024 elections

SIGNATURE PAGE

Name of Participating Entity _____

Address _____

Name of Authorized Signatory _____

Signature _____

Date signed _____

E-mail address _____

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF ELGIN
FOR THE MAY 4, 2024 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Elgin, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 4, 2024 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 22, 2024.

B. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit “C” or Exhibit “C-1”, whichever is applicable.

C. *Election School(s).* The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. *Registered Voter List.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. *Ballots.* The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE’s) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE’s along with the election supplies.

G. *Early Voting.* In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit “A,” attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for

early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 4, 2024.

H. Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit “B,” attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. Manual Counting. The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. Custodian of Voted Ballots. The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. Election School(s). At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

B. Polling Locations. The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. *Paper Ballots.* In advance of the March 20, 2024 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed two hours before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 4, 2024 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. *Number of Election Workers.* The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. *Expenses Incurred and Billing.* The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. *Billing.* As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. *Payment.* The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. *Expense Item Larger than \$500.* If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. *Estimated Cost of Services.* A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit “C” or Exhibit “C-1”, whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election (and runoff election, if applicable) as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. *Administrative Fee.* The CITY shall pay the Contracting Officer an administrative fee that is ten percent(10%) of the this Contract, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. *Nontransferable Functions.* In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 4, 2024. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. *Cancellation of Election.* If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 4, 2024 Joint Election.

D. *Contract Copies to Treasurer and Auditor.* In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. *Representatives.* For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the CITY:

Jennifer Stubbs
City Secretary
City of Elgin
310 N Main Street/PO Box 591
Elgin, TX 78621
Tel: (512) 229-3222
Fax: (512) 285.3016
Email: jstubbs@ci.elgin.tx.us

For the Contracting Officer:

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. Recount. A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

G. Runoff Elections. The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 4, 2024 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 15, 2024, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

H. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

I. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements,

promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

J. *Severability.* If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

K. *Third Party Beneficiaries.* Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

L. *Mediation.* Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive

the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024 .

Theresa Y. McShan
Mayor
City of Elgin
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

Gregory Klaus
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2024.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 22, 2024 through Tuesday, April 30, 2024.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
29 7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
29 7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “A-1”

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Monday, June 3, 2024 through Tuesday, June 11, 2024.

Main Location:

Elgin Rec Center, 361 N. Hwy 95, Elgin, TX 78621

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3 8:00 am – 5:00 pm	4 8:00 am – 5:00 pm	5 8:00 am – 5:00 pm	6 8:00 am – 5:00 pm	7 8:00 am – 5:00 pm
10 7:00 am – 7:00 pm	11 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “B”

ELECTION DAY POLLING LOCATIONS ELECTION

Aqua Water Supply, 415 Old Austin Hwy., Bastrop
River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
Ascension Catholic Church, 804 Pine St., Bastrop
Paige Community Center, 107 S. Main St., Paige
Bastrop County Community Center, 15 American Legion Dr., Bastrop
Smithville Rec Center, 106 Royston St., Smithville
Rosanky Community Center, 135 Main St., Rosanky
Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
Red Rock Community Center, 114 Red Rock Rd., Red Rock
Elgin Recreation Center, 361 N. Hwy 95, Elgin
Faith Lutheran Church, 230 Waco St., McDade
Family Worship Center, 2425 FM 1704, Elgin
Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

Locations Subject to Change Depending on Entities Participating in the Joint Election

EXHIBIT “B-1”

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

Elgin Recreation Center, 361 N. Hwy 95, Elgin

*****Locations Subject to Change Depending on Entities Participating in the Joint Election*****

EXHIBIT "C"
ESTIMATED COST OF ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses	\$ 2,318.46
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 2,518.46
10% ADMINISTRATIVE FEE	<u>\$ 251.85</u>
TOTAL	<u><u>\$ 2,770.31</u></u>

EXHIBIT "C-1"
ESTIMATED COST OF RUNOFF ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses	\$ 20,500.85
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 20,700.85
10% ADMINISTRATIVE FEE	<u>\$ 2,070.09</u>
TOTAL	<u><u>\$ 22,770.94</u></u>



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A RATE INCREASE TO THE WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Utility Billing

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

Wholesale water rates have not been updated since April 2017. Aqua Water Corporation increased rates the past 2 years by 15% each year. With this increase, it is staff's recommendation to also increase what we currently charge by 15%.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve resolution to increase the Wholesale Water Rates to Aqua Water Corporation.

ATTACHMENTS:

1. Wholesale Rate Increase Resolution 1.23.24
2. Aqua Water Wholesale Service Agrmt

{ } 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 A RATE
INCREASE TO THE WHOLESALE WATER SERVICE
AGREEMENT BETWEEN THE CITY AND AQUA WATER
SUPPLY CORPORATION WITH TERMS AND CONDITIONS
FOR THE PROVISION OF WHOLESALE WATER SERVICE
TO AQUA WATER SUPPLY CORPORATION AND MAKING
CERTAIN FINDINGS RELATED THERETO**

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

WHEREAS, the City of Elgin is authorized to increase wholesale rates with a 30 day written notice to Aqua Water Supply Corporation, and

WHEREAS, the City and Aqua wish to continue the agreement whereby the City will provide Wholesale Service to Aqua at rates that are generally applicable and uniformly applied to similarly situated purchasers.

**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 authorized to execute a rate increase for Wholesale water between the City of Elgin and Aqua Water Supply Corporation (WSC), including Terms and Conditions for Wholesale Service, as it relates to the provision of wholesale water service to Aqua WSC.

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

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

PASSED AND ADOPTED this 23rd day of January 2024.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

WHOLESALE SERVICE AGREEMENT

BETWEEN

CITY OF ELGIN, TEXAS

AND

AQUA WATER SUPPLY CORPORATION

EFFECTIVE APRIL 1, 2017

WHOLESALE SERVICE AGREEMENT

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WHOLESALE SERVICE AGREEMENT

THIS WHOLESALE SERVICE AGREEMENT is made and entered into by and between Aqua Water Supply Corporation (hereinafter called "Aqua"), a non-profit water supply corporation in Bastrop, Caldwell, Williamson, Lee, Fayette, and Travis Counties, Texas, and the City of Elgin, Texas (hereinafter called "Elgin"), a home rule city, body politic of the State of Texas, and retail public utility, holding water Certificate of Convenience and Necessity No. 10311, issued by the Texas Commission on Environmental Quality, or its predecessors or successors in interest, and is effective the 1st day of April, 2017 (the "Effective Date").

WITNESSETH:

WHEREAS, Elgin holds retail water Certificate of Convenience and Necessity ("CCN") No. 10311; and

WHEREAS, Aqua holds retail water Certificate of Convenience and Necessity ("CCN") No. 10294 which is adjacent to Elgin's retail water CCN; and

WHEREAS, Aqua desires to contract with Elgin for the purchase of Wholesale Service to be provided by Elgin at a mutually agreed upon location; and

WHEREAS, Aqua has other water supplies available and will not be a full-requirements wholesale customer of Elgin; and

WHEREAS, Elgin's Terms and Conditions attached as Exhibit A set forth the minimum conditions under which it will agree to provide Wholesale Service; and

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide Aqua with Wholesale Service; and

WHEREAS, Elgin and Aqua wish to enter into an agreement whereby Elgin will provide Wholesale Service to Aqua at rates that are generally applicable and uniformly applied to similarly situated purchasers; and

WHEREAS, the provision of Wholesale Service to Aqua by Elgin will further the public purpose of regionalization of water supplies;

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, Elgin agrees to furnish and Aqua agrees to pay for Wholesale Service upon the terms and conditions and for the consideration set forth herein.

ARTICLE I. DEFINITIONS AND CONSTRUCTION OF AGREEMENT

1.1 Defined Terms. Capitalized terms used in this Agreement and in any exhibit or attachment that is made a part of this Agreement, and not otherwise defined herein, shall have the meanings contained in Elgin's Terms and Conditions. The following additional terms shall have the meanings set forth herein:

(a) "Agreement" means this contract or agreement between the Parties, otherwise known as the Wholesale Service Agreement and any written amendments thereto.

(b) "Annual Daily Average" means the total amount of water taken by Aqua in the prior Water Year, divided by 365.

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

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

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

(f) “Commencement Date” means the date that Elgin begins providing Wholesale Service to Aqua at the Point of Delivery.

(g) “Day” and “Days” mean and refer to calendar day(s), unless otherwise specified herein.

(h) “Effective Date” means the date set forth above on which this Agreement becomes effective.

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

(j) “Fiscal Year” means Elgin’s fiscal year, which extends from January 1 through December 31 of each year, or such other annual fiscal year period as Elgin may later determine.

(k) “Force Majeure” means, and shall be limited to, any event or circumstance that is beyond the reasonable control of, without the fault or negligence of, and should not, in the exercise of reasonable caution, have been foreseen and avoided or mitigated by, the Party asserting Force Majeure (the “Affected Party”), and which delays or prevents the Affected Party from timely performing any obligation hereunder, including, without limitation: (i) acts of God, earthquakes, fire, storms, severe droughts, floods, lightning, hurricanes, tornadoes, and severe snow storms; (ii) explosions, wars, civil insurrections, acts of the public enemy, acts of civil or military authority, sabotage, and terrorism; (iii) strikes, lockouts or other labor disputes with

respect to which the Affected Party has not been determined by the National Labor Relations Board to have engaged in any unfair labor practices; and (iv) any change in any Requirement of Law or the interpretation thereof by a responsible Governmental Authority that shall in any circumstances impact a Party's ability to perform its obligations of the Agreement; provided, a "Force Majeure" shall not include economic conditions that render a Party's performance of this Agreement unprofitable or otherwise uneconomic, or the inability of a Party to make payment when due under this Agreement, unless the cause of such inability is an event that physically prevents payment and that would otherwise constitute Force Majeure as described above.

(l) "Forced Outage" means a shut-down by Elgin in the operation of all or a portion of Elgin's System, such that no water is delivered to Aqua's Point of Delivery: (i) which shut-down is, in the reasonable opinion of Elgin, necessary or required to protect persons or property (including the System) from contamination or releases that could reasonably result in harm, injury, or material damage; and (ii) with respect to which Elgin has notified Aqua in accordance with Section 3.2.

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

(n) "Loss(es)" means and includes any loss, cost, expense, Claim, demand, damage, fine, liability, obligation or penalty (including court costs and reasonable attorney's fees and expenses).

(o) “Master Meter(s)” means the necessary metering equipment, including a meter house or pit, and any other required devices of standard type, for properly measuring the quantity and delivery rate of water delivered by Elgin to Aqua at the Point of Delivery.

(p) “Maximum Daily Delivery Rate” means the maximum rate at which Elgin is obligated to deliver water to Aqua in one twenty-four (24) hour period.

(q) “Maximum Instantaneous Delivery Rate” means the Maximum Daily Delivery Rate expressed in gallons per minute. For example, a Maximum Daily Delivery Rate of 1 MGD is equivalent to a Maximum Instantaneous Delivery Rate of 694.4 gallons per minute.

(r) “MGD” means millions of gallons per day.

(s) “New Rate Billing Cycle” means the second billing cycle after the New Rate Effective Date.

(t) “Party” or “Parties” means Aqua, Elgin, and their respective successors or assigns.

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

(v) “Planned Outage” means a shut-down by Elgin in the operations of Elgin’s System, such that no water is delivered to the Point of Delivery: (i) which shut-down is scheduled by Elgin in order to carry out foreseeable preventive, corrective, and other maintenance activities on such System or which may be required by any Governmental Authority; (ii) for which Elgin has notified Aqua in accordance with Section 3.1; (iii) which occurs no more than two (2) times in one (1) calendar year; and (iv) in most instances lasts for no more than seven (7) Days.

(w) “Point of Delivery” means the point designated and approved under this Agreement at which Aqua may withdraw water from Elgin’s System for distribution as more particularly described in Article VI.

(x) “Prevailing Pressure” means the pressure of Elgin’s System at the Point of Delivery. For purposes of this Agreement, Elgin intends to provide a Prevailing Pressure of 70 psi; however, at no time shall the Prevailing Pressure be less than the minimum pressure required under TCEQ regulations.

(y) “Rate” or “Rates” means the price to be paid by Aqua to Elgin for the purchase and delivery of water to Aqua’s Point of Delivery under this Agreement, which Rate shall be based on Elgin’s then current Terms and Conditions.

(z) “Rate Effective Date” means the date on which Elgin adopts new Rates.

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

(bb) “Service Area” means the area contained within Elgin’s retail water CCN or Aqua’s retail water CCN, as appropriate, as may be amended from time to time.

(cc) “System” means collectively all of Elgin’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water, which heretofore have been acquired or constructed by Elgin, together with all future improvements, enlargements, extensions and

additions to any of the foregoing, and all the future new facilities that are required or constructed by Elgin, and all repairs to, or replacement of, the System.

(dd) “Tariff” means the Water Tariff for Elgin, as approved by Elgin’s City Council, and as may be amended or revised from time to time.

(ee) “TCEQ” or “Commission” means the Texas Commission on Environmental Quality, and its successor agencies.

(ff) “Terms and Conditions” shall mean Elgin’s Terms and Conditions for Wholesale Service outside CCN No. 10311, as adopted by the Elgin City Council, and as may be amended from time to time by Elgin.

(gg) “Water Year” means a calendar Year.

(hh) “Year” and “Years” mean and refer to calendar year(s).

1.2 Rules of Construction.

(a) Unless the context otherwise clearly requires:

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

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

(iii) the words “include,” “includes,” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation”;

(iv) the terms “hereof,” “herein,” “hereunder,” “hereto,” and similar terms refer to the entire agreement in which they appear and not to any particular provision of such agreement; and

(v) “or” is used in the inclusive sense of “and/or.”

(b) Unless otherwise specified, any reference to any document, instrument or agreement:

(i) includes and incorporates all exhibits, schedules and other attachments thereto;

(ii) includes and incorporates all documents, instruments or agreements issued or executed in connection therewith or in replacement thereof; and

(iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time.

(c) Unless otherwise specified, all references to articles, sections, schedules and exhibits are references to the Articles, Sections, Schedules and Exhibits of this Agreement.

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

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

ARTICLE II. PROVISION OF WATER

2.1 Agreement to Sell and Purchase.

(a) Subject to all the terms and conditions set forth in this Agreement, and Elgin's Terms and Conditions for Wholesale Service, Elgin agrees to sell and the Aqua agrees to buy water on a wholesale basis. The water shall be provided at the Point of Delivery for Aqua's own use and for distribution to customers served by Aqua's water distribution system within Aqua's certificated Service Area.

(b) All sales of water from Elgin to Aqua under this Agreement are subject to the approval of any permits or any other regulatory approvals that must be obtained from the Lost Pines Groundwater Conservation District. .

(c) Aqua shall have sole ability to open the valve that controls the amount of water Aqua will purchase from Elgin. Aqua shall provide one (1) day notice to Elgin of its intention to open the valve that controls the amount of water Aqua is purchasing from Elgin. Aqua shall only be charged the rates established in this Agreement after Aqua opens the valve and accepts water from Elgin.

2.2 Quantity of Water to be Delivered. The Maximum Daily Delivery Rate of water to be treated and delivered under this Agreement in any Water Year shall be 0.75 MGD.

2.3 Rate of Delivery and Pressure.

(a) Elgin shall deliver water to the Point of Delivery at the Maximum Daily Delivery Rate. Elgin may install devices to insure compliance with this section, and may restrict deliveries to Aqua to the Maximum Instantaneous Delivery Rate.

(b) Water will be furnished at the Prevailing Pressure of Elgin's System at the Point of Delivery. Emergency failure of pressure or supply shall excuse Elgin from this provision for such reasonable period of time as may be necessary to restore service.

(c) Elgin's responsibility and liability for the water being delivered to Aqua shall cease after said water passes through the Master Meter at the Point of Delivery and enters Aqua's system.

(d) Elgin is under no obligation to increase the capacity of its System to satisfy any of the provisions of the Agreement, except as otherwise expressly stated herein.

2.4 Responsibility of Aqua. Aqua is solely responsible for meeting its minimum production, storage, service pump, and pressure maintenance requirements, and any other

requirements imposed on Aqua under Title 30 Texas Administrative Code, Chapters 290 and 291, and any other regulatory requirements. Elgin shall bear no such responsibility to Aqua or any of Aqua's customers.

2.5 Water Quality.

(a) The quality of Water to be supplied and delivered by Elgin at the Point of Delivery shall meet the quality criteria prescribed by federal or state law for public water supply and specifically satisfy the TCEQ Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 Tex. Admin. Code Chapter 290, Subchapter F, as currently in effect or as may be amended or superseded from time to time. The water that Elgin delivers to Aqua shall be of the same quality of water that Elgin delivers to its retail members. Aqua has satisfied itself that such water meets TCEQ standards.

(b) Elgin shall protect its system from cross-connection and contamination under the specifications required by the health standards of the State of Texas.

2.6 Separation of Systems. An approved device to prevent flow reversal shall always be maintained between Elgin's System and Aqua's system at the Point of Delivery.

**ARTICLE III.
MAINTENANCE AND CURTAILMENT**

3.1 Planned Outages. By December 1 of any Calendar Year during the term, Elgin shall provide notice to Aqua of the number and duration of any Planned Outages to be conducted by Elgin during the following Calendar Year that may affect delivery of water to Aqua. Provided, however, that Elgin shall not schedule more than two (2) such Planned Outages in any given Calendar Year. To the extent reasonably possible, Elgin shall coordinate the timing of any

Planned Outage with Aqua and shall cooperate with Aqua to minimize the impact of any Planned Outage on the operation and maintenance of Aqua's system.

3.2 Forced Outages. When a Forced Outage occurs, curtailing the flow of water to the Point of Delivery, Elgin shall notify Aqua of the existence, nature, and expected duration of the Forced Outage as soon as practical. Elgin shall use its best efforts to ensure that any interruption in the delivery of water to the Point of Delivery due to a Forced Outage shall continue only for so long as reasonably necessary. Elgin shall immediately inform Aqua of any changes in the nature and expected duration of such Forced Outage.

3.3 Curtailment.

(a) If water supplies or services are curtailed to Elgin's retail members, or if water conservation measures are mandated by a Governmental Authority, Elgin shall impose a like curtailment on deliveries or water conservation measures on Aqua as provided in Texas Water Code § 11.039. The curtailment Elgin imposes on Aqua shall be equal in duration to the curtailment imposed on Elgin's retail members.

(b) Elgin will notify Aqua of the quantity by which Aqua will reduce its daily take from Elgin, as well as the duration of the requirement that the take be reduced. Aqua shall cooperate by imposing conservation measures upon its customers.

(c) The reduction to Aqua's daily take under this Section shall be calculated as follows: (i) determine the total volume of water taken by Aqua in the same month of the previous calendar year; (ii) divide this monthly volume by the number of days in the month to arrive at an average take per day of that month; (iii) apply the reduction percentage to the average take per day of that month. For example, if it becomes necessary for Elgin to impose a 5% reduction in Aqua's daily take starting on August 15, 2015, Elgin will determine, based on meter data, the amount of water purchased by Aqua in August 2014, and divide that number by

thirty-one (31) (the number of days in August). The product of that calculation times 5% will be the amount, in gallons, that Aqua must reduce its daily take until further notice from Elgin.

3.4 Emergency Notification. Elgin shall notify Aqua as promptly as possible of all emergency and other conditions of which it becomes aware that may directly or indirectly affect the quality or quantity of the water provided by Elgin, and to provide Aqua a copy, upon receipt, of all notices received from state or federal agencies or departments having jurisdiction over the installation and operation of public water systems.

ARTICLE IV. RATES AND COMPENSATION

4.1 Rates. The Rate for Wholesale Service under this Agreement shall be as provided in Elgin's Terms and Conditions.

4.2 Books and Records. All books and records upon which such Rate adjustment is based shall be made available to Aqua at the office of Elgin during the regular business hours of Elgin, upon request by Aqua.

4.3 Reasonableness of Rates. Aqua agrees that the Rates initially charged by Elgin and the policies defined in this Agreement are just and reasonable, and do not adversely affect the public interest. The Rates charged by Elgin are subject to modification as provided herein. Notwithstanding any provision to the contrary, Aqua does not waive the right to file and pursue an appeal of any increase in Rates proposed or adopted by Elgin that is not in conformance with the terms of this Agreement.

4.4 Rate Case. If a court, the TCEQ, or any federal or state regulatory authority finds that Elgin's Rates or policies for services provided under this Agreement are unreasonable or

otherwise unenforceable, Elgin has the option to terminate this Agreement without liability to Aqua, but Elgin shall provide Aqua at least six (6) months' notice prior to such termination.

ARTICLE V. EQUIPMENT AND OPERATION

5.1 Master Meter. Elgin shall furnish and install, or caused to be furnished and installed, operate, and maintain a Master Meter at the Point of Delivery in compliance with Elgin's current specifications and standards. The Master Meter shall remain the property of Elgin at all times. The amount of water delivered by Elgin through the Point of Delivery to Aqua shall be determined based upon the data collected at the Master Meter at such location. At Aqua's sole expense and insofar as it does not have any adverse effect on Elgin's Automated Meter Reading (ARM) System, Aqua may install and maintain, and be responsible for all costs of acquisition, installation, maintenance, and operation of, a Supervisory Control and Data Acquisition ("SCADA") system at the Master Meter to enable the Master Meter to communicate with Aqua's System.

5.2 Access to Master Meter. With the Master Meter located on property owned by Aqua, Elgin shall have access to the Master Meter at all times and Aqua shall ensure that such access occurs, including areas of restricted access. At no time shall Aqua be permitted to tamper with, alter, or otherwise adjust any meter or appurtenances at the Point of Delivery or any other component of Elgin's System without the prior written consent of Elgin.

5.3 Reading of Meter. On a monthly basis, Elgin shall be responsible for reading the meter at the Point of Delivery and submitting an invoice to Aqua for the quantity of water provided. Elgin shall keep accurate records of all measurements of water required under this Agreement.

Upon reasonable request and notice, Aqua or its agents may have access to the records maintained by Elgin of meter readings associated with the Point of Delivery.

5.4 Regular Testing of Master Meter. It shall be the duty of each of the Parties to notify the other Party in the event that the Master Meter is not registering accurately or is malfunctioning, so that the meter can be promptly repaired. Elgin shall test the Master Meter for accuracy at least once each twelve (12) month period, and more often as deemed necessary by Elgin to ensure its accuracy. Elgin shall provide Aqua with five (5) Days' notice of its intent to perform the annual test of the Master Meter, and Aqua shall have the right to be present when such testing is conducted. In the event the percentage of accuracy of the Master Meter is found to be within the tolerance of one and one-half percent (1.5%) after any test, such Master Meter shall be deemed to have correctly measured the quantity of water taken under this Agreement. If, however, upon any test of the percentage of accuracy tolerance, such tolerance is found to be in excess of one and one-half percent (1.5%), then such Master Meter shall be adjusted at once to register correctly and accurately, and the amount of water delivered to Aqua shall be corrected in accordance with the percentage of inaccuracies found by such test for a period extending back to the time when such inaccuracy began, if such time is ascertainable. If such time is not ascertainable, then the correction shall account for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months.

5.5 Additional Testing of Master Meter. Aqua shall have the right to request Elgin to test the Master Meter more frequently than once per Year as contemplated by Section 5.4 herein, but no more frequently than once a month. Upon any such request, Elgin agrees to perform its testing and calibration of the Master Meter in the presence of a representative of Aqua, and the

Parties shall jointly observe any adjustments that are made to the Master Meter in case any adjustments shall be necessary. For such additional testing requests, Elgin shall give Aqua forty-eight (48) hours' notice of the time when any such testing shall occur. Elgin may proceed with such testing and adjustment, if necessary, in the absence of any representative of Aqua. Aqua shall pay the cost of any additional test for a Master Meter if the test shows that such Master Meter is accurate [within one and one-half percent (1.5%) registration], but Elgin shall pay the costs of the additional test for such if the results indicate that such Master Meter is not accurate [in excess of one and one-half percent (1.5%) registration].

5.6 Maintenance of Master Meter. Except as provided in Section 5.5 above, all maintenance, testing and/or repairs or replacement of the Master Meter and related appurtenances at the Point of Delivery shall be made by Elgin. Elgin shall provide repairs to the Master Meter in a prompt and timely manner. If Elgin cannot make such repairs in a timely manner, then Aqua shall have the option of making such repairs at its own expense, subject to the prior approval and post-inspection of the repairs by Elgin.

ARTICLE VI. POINT OF DELIVERY

6.1 Location of Point of Delivery. The Point of Delivery for water delivered and taken under this Agreement is located as described in Exhibit B hereto.

6.2 Relocation of Point of Delivery. The Parties may agree in writing to relocate the Point of Delivery or to add additional Points of Delivery as necessary.

**ARTICLE VII.
OWNERSHIP OF WATER AND FACILITIES**

7.1 Transfer of Ownership. As between the Parties, Elgin shall be: (1) deemed to have exclusive care, custody, and control for all water up to the Point of Delivery; and (2) responsible for all Losses required to deliver water to the Point of Delivery. Aqua shall be: (1) deemed to take exclusive care, custody, and control of all water from and after the Point of Delivery; and (2) responsible for all Losses associated with all water from and after the Point of Delivery.

7.2 No Ownership of Facilities.

(a) Aqua obtains no ownership, leasing, or management interest in any of Elgin's System by or through this Agreement or payment of any Rate set forth herein.

(b) Elgin obtains no ownership, leasing, or management interest in any of Aqua's System by or through this Agreement or provision of water service set forth herein.

(c) Aqua shall be responsible for maintenance and repairs on all facilities located downstream of the Point of Delivery. Aqua will use all reasonable efforts to prevent waste through line leakages or breaks.

**ARTICLE VIII.
BILLING AND PAYMENT**

8.1 Meter Readings.

(a) Elgin shall send a bill to Aqua once per month setting forth the quantity of water delivered to Aqua as determined by Elgin's periodic readings of the Master Meter installed at the Point of Delivery. Aqua shall pay the total amount owed to Elgin by the due date on each bill. Penalties for late payment shall be imposed according to the provisions of Elgin's Terms and Conditions.

(b) Elgin shall also invoice Aqua for additional charges, if any, as provided in this Agreement. These invoices shall be due and payable by Aqua within thirty (30) Days after receipt.

8.2 Breach for Failure to Timely Pay. Should Aqua fail to tender payment to Elgin by the due date, the bill shall be considered delinquent, unless contested in good faith as provided herein. In such event, Elgin shall notify Aqua of such delinquency in writing. If Aqua fails to make payment of the delinquent billing within thirty (30) Days from the due date, then Elgin may, at its discretion, temporarily terminate service to Aqua until payment is made. If such delinquency is not cured within thirty (30) Days after temporary termination of service, Aqua will be in breach of a material term and/or condition of this Agreement and Elgin may terminate this Agreement as provided herein.

8.3 Disputed Bills. If Aqua in good faith disputes the amount of the bill, Aqua shall submit such dispute in writing to Elgin no later than thirty (30) Days after receipt of the invoice, and shall timely make the disputed payment or payments. If it is subsequently determined by agreement or court decision that the disputed amount paid by Aqua should have been less, or more, Elgin shall promptly revise the monthly invoice amount in a manner that Aqua or Elgin will recover the amount due plus interest, with interest being calculated at an annual rate of five percent (5%).

ARTICLE IX. FORCE MAJEURE

9.1 Procedure for Calling Force Majeure.

(a) **Notice of Force Majeure.** The Affected Party shall give prompt notice to the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable

after becoming aware of such event or circumstance. Each notice served by an Affected Party to the other Party pursuant to this Subsection 9.1(a) shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief. Noncompliance by the Affected Party with the procedure specified in this Subsection 9.1(a) shall relieve the other Party from accepting the Affected Party's claim of Force Majeure until the Affected Party so complies, and the Affected Party shall not be excused from performance of any obligation under this Agreement until it so complies.

(b) Obligations During Pendency of Force Majeure. The Affected Party shall, by reason of any event or circumstance of Force Majeure in respect of which it has claimed relief under Subsection 9.1(a):

(i) use its best efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such event or circumstance as promptly as reasonably practicable;

(ii) furnish timely reports to the other Party regarding the progress in overcoming the adverse effects of such event or circumstance of Force Majeure; and

(iii) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the event or circumstance of Force Majeure is remedied or such event or circumstance, or the effect thereof on the Affected Party, ceases to exist.

(c) Resumption of Performance. When the Affected Party is able, or would have been able if it had complied with its obligations under this Article IX, to resume the performance of any or all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

9.2 Effects of Force Majeure.

(a) **Relief From Obligation of Performance.** Provided it has complied with its obligations under Section 9.1, the Affected Party shall be relieved from any liability for the non-performance of its obligations under this Agreement where and to the extent that such non-performance is attributable directly to the event or circumstance of Force Majeure asserted.

(b) **Relief From Obligation of Counterperformance.** The non-Affected Party shall not be required to perform or resume performance of its obligations to the Affected Party corresponding to the obligations of the Affected Party excused by reason of Force Majeure.

9.3 Limitations on Force Majeure.

(a) **Scope and Duration.** No event or circumstance of Force Majeure shall relieve the Affected Party of any obligation that accrued prior to the commencement of such event or circumstance of Force Majeure, and the suspension of the Affected Party's performance shall be no longer in duration and no greater scope than is required by the event or circumstance of Force Majeure.

(b) **No Extension of Term.** Except as agreed by the Parties, no suspension, delay or failure of performance caused by a Force Majeure event shall extend this Agreement beyond the Term.

ARTICLE X. DEFAULT AND TERMINATION

10.1 Event of Default. It shall be an Event of Default by either Party if such Party shall breach any material covenant, obligation, representation, or warranty of such Party under this Agreement, which breach remains uncured for a period of thirty (30) Days after written notice from the non-breaching Party of the existence of such breach; provided, that the non-breaching

Party shall extend the cure period for any such breach (and thus no Event of Default shall occur) if the nature of the default is such that it cannot reasonably be remedied within such thirty (30) Day period, and the breaching Party has diligently commenced corrective action within such thirty (30) Day period and is diligently pursuing such correction thereafter.

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

- (i) injunctive relief;
- (ii) specific performance;
- (iii) the right to cure the other Party's default;
- (iv) suspension of delivery of water hereunder;
- (v) termination of this Agreement;
- (vi) any of the remedies afforded in this Agreement; and
- (vii) any other remedies permitted at law or in equity, including damages.

Provided, that Elgin shall not be responsible in damages for any failure to supply water or for any interruption of the supply of water under this Agreement.

10.3 Elgin Right to Suspend or Terminate. Elgin shall have the right, for any reason or no reason, for its sole convenience and without cause, to terminate or suspend, in whole or in part, Elgin's performance of any of its duties or obligations under this Agreement, upon sixty (60) Days prior written notice to Aqua.

10.4 Termination for Continued or Multiple Force Majeure. Either Party shall have the right (but not the obligation) to terminate this Agreement upon seven (7) Days prior written notice to the other Party in the event the suspension of any material obligation of the Affected Party resulting from one or more events of Force Majeure continues for a period of more than

three (3) consecutive months or for a period of more than three (3) months in the aggregate during a one (1) year period; provided that the Affected Party shall only be entitled to terminate this Agreement under this Section 10.4 if it has met its obligations under Section 9.1 (Procedures for Calling Force Majeure). The non-affected Party may, but shall not be obligated to, extend either such period for such additional period as it deems appropriate, if the Affected Party is exercising due diligence in its efforts to cure the Force Majeure event.

10.5 Effective Date of Termination. Upon receipt of any notice of termination delivered pursuant to this Article X, this Agreement shall terminate, effective immediately, and will be of no further force or effect, except with respect to: (i) rights and obligations of the Parties arising during or relating to any period prior to termination, including, in the case of termination for any Event of Default, all of the damages incurred by the non-defaulting Party in connection with such Event of Default, which shall include but not be limited to, Elgin's stranded investment incurred in anticipation of providing the services to Aqua throughout the term of this Agreement; and (ii) the covenants and obligations of the Parties set forth in this Agreement intended to survive the expiration or termination of this Agreement, which shall survive the expiration or earlier termination of this Agreement as expressly provided in this Agreement, or if no express survival period is provided for, then until such obligations have been satisfied, or, if later, pursuant to any applicable statute of limitations.

ARTICLE XI. DISPUTE RESOLUTION

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

(i) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Party to the other Party, which notice shall request a written response to be delivered to the dissatisfied Party not less than 5 (five) Days after receipt of the notice of dispute.

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

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

11.2 Non-Binding Mediation. In the event the measures provided for in Section 11.1 are not successful in resolving the dispute, Elgin and Aqua may, by mutual agreement of the Parties, enter into non-binding mediation in an attempt to resolve the dispute prior to commencing litigation. If so, Elgin and Aqua shall then mutually select an impartial individual to serve as mediator. In the event the Parties are unable to agree on an individual to serve as the mediator, either Party may apply to a District Judge for Bastrop County who shall be empowered to designate an individual to serve as the mediator.

11.3 Rates Not Subject to Mediation. Notwithstanding Sections 11.1 and 11.2, and in accordance with Sections 4.5 and 4.6, neither the Rates to be paid hereunder, nor the provisions for payments of said Rates, shall be subject to mediation or appeal.

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

**ARTICLE XII.
REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

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

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

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

(iv) There is no legislation, litigation, action, suit, proceeding, or investigation pending or (to the best of Elgin's knowledge) threatened, against Elgin, whether related

to the operation of any facility that will supply water under this Agreement, or otherwise, before or by any Governmental Authority which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Elgin of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or otherwise), business or operations of Elgin; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

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

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

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

(iii) There is no legislation, litigation, action, suit, proceeding or investigation pending or (to the best of Aqua's knowledge) threatened, against Aqua or related to Aqua's activities by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate: (A) could adversely affect the performance by Aqua of its obligations hereunder; (B) could have a material adverse effect on the condition (financial or

otherwise), business or operations of Aqua; or (C) questions the validity, binding effect or enforceability thereof or of this Agreement, any action taken or to be taken pursuant hereto or any of the transactions contemplated hereby.

(iv) No officer or employee of Elgin has been or will be compensated in any manner with respect to directly or indirectly bringing the Parties together, agreement negotiations, or the entering into this Agreement. In no event will Aqua pay a fee to or in any other manner compensate any of Elgin's elected officials or employees in connection with the acceptance of this Agreement. A breach of this Subsection 13.2(iv) shall result in automatic and immediate termination of this Agreement and shall be an Event of Default.

ARTICLE XIII. TERM

This Agreement shall be effective as of the date first written above and shall remain in force and effect for a period of three (3) years from the Effective Date hereof. However, this Agreement may be terminated by either Party in accordance with Article X of this Agreement. As provided in Article X, earlier termination by Aqua shall render Aqua liable in damages for repayment of Elgin's stranded investment incurred in anticipation of providing services to Aqua throughout the term of this Agreement. Aqua agrees that Elgin has no obligation to provide it with water after the termination of this Agreement.

ARTICLE XIV. MISCELLANEOUS

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

14.2 Governing Law and Venue.

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

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

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

(ii) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail. Notice shall be made to Elgin as follows:

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

Notice to Aqua shall be made as provided on Exhibit C hereto.

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

14.4 No Waiver of Rights.

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

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

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

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

14.7 Amendments. This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of Elgin and Aqua. No change or modification shall be made to this Agreement that will affect adversely the prompt payment, when due, of all monies to be paid by Aqua under the terms of the contract or that will adversely affect the tax-exempt status of any tax-exempt

obligations issued by Elgin or Aqua. The foregoing notwithstanding, the Parties hereto agree to use their best efforts to modify this Agreement if the Internal Revenue Service determines that a failure to do so would adversely affect the tax-exempt status of any outstanding tax-exempt obligations issued by Elgin or Aqua.

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

14.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement and exchange the counterparts of such documents by means of facsimile transmission, and the Parties agree that the receipt of such executed counterparts shall be binding on such Parties and shall be construed as originals. Thereafter, the Parties shall promptly exchange original versions of this Agreement and all other agreements, certificates, instruments and other documents contemplated by this Agreement that were executed and exchanged by facsimile transmission.

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

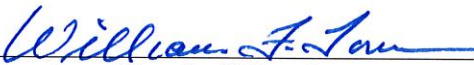
IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

AQUA

By: 

Date: 3/6/17

ATTEST:

By: 
Secretary, Board of Directors

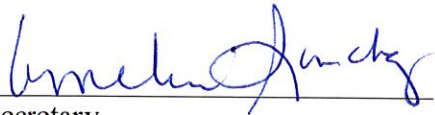
Date: 3-6-17

ELGIN

By: 
Mayor

Date: 3/14/17

ATTEST:

By: 
Secretary

Date: 3-14-17

EXHIBITS

Exhibit A – Elgin’s Terms and Conditions for Wholesale Service

Exhibit B – Point(s) of Delivery

Exhibit C – Name and Address for Notice to Aqua

EXHIBIT “A”

Elgin’s Terms and Conditions for Wholesale Service

**CITY OF ELGIN
TERMS AND CONDITIONS FOR WHOLESALE
SERVICE**

SECTION 1.0
DEFINITIONS

“Aqua” means Aqua Water Supply Corporation as represented by its Board of Directors.

“Aqua’s Engineer” means a person or firm licensed by the State of Texas and engaged by Aqua to provide engineering consulting services to Aqua.

“Aqua’s System” means collectively all of Aqua’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water.

“Capacity Charge” means the cost to have water service available under a Wholesale Service Agreement.

“Commodity Replacement Charge” means the charge assessed under a Wholesale Service Agreement for the purpose of replacing the water supply contracted for sale to Aqua

“Cost of Construction” means all expenses associated with constructing, installing and placing a facility into operation including, but not limited to, planning, engineering, clearing, surveying, legal, land acquisition, acquisition of rights-of-way, the construction contract, and the like.

“Elgin” means the City of Elgin, Texas.

“Elgin’s Engineer” means a person or firm licensed by the State of Texas and engaged by the City of Elgin to provide engineering consulting services to Elgin.

“Elgin’s System” means collectively all of Elgin’s production, distribution, and transmission facilities, including, without limitation, wells, ground storage reservoirs, pump stations, elevated storage tanks, water transmission and distribution lines connecting any of the aforementioned facilities, and other properties or interest therein wherever located for the production, distribution, and transmission of water.

“Feasibility Study” means the report prepared by Elgin’s Engineer to determine whether Elgin has adequate water supply and delivery capacity to supply the requested Wholesale Service for the standard contract period, and to identify the point on Aqua’s System of the nearest available adequate supply.

“Maximum Daily Delivery Rate” means the maximum rate at which Elgin will deliver water to Aqua under a Wholesale Service Agreement in one twenty-four (24) hour period.

“Monthly Customer Charge” means the cost to have water available at a meter.

“Service Area” means that area to which Elgin may lawfully provide water service, whether within or outside the area described by the Certificate of Convenience and Necessity held by Elgin.

“Usage Charge” means the charge billed for water delivered through a metered point of delivery.

“Wholesale Service” means wholesale water service provided to a retail public utility, as defined by the Texas Water code, located outside of Elgin’s service area. Water provided under Wholesale Service shall be partial requirements only, pursuant to a Wholesale Service Agreement between Elgin and Aqua. Such water shall be submetered for resale by Aqua within Aqua’s service area. Elgin will not be a retail service provider to Aqua’s customers.

SECTION 2.0 WHOLESALE SERVICE RATE SCHEDULE

Section 2.01 – Water Rates

The monthly charge for Wholesale Service shall be the sum of the Monthly Wholesale Charge and the Usage Charge. The monthly charge shall only be charged to Aqua if Aqua opens the valve and begins to accept water from Elgin.

The Monthly Wholesale Charge is a fixed charge assessed against the contractual Maximum Daily Delivery Rate (0.75 MGD) in the amount of \$3,000.00. Such amount shall be payable in advance on a monthly basis.

The Usage Charge is applicable to all water actually delivered to Aqua by Elgin pursuant to the Wholesale Service Agreement in the amount of \$3.15 per 1,000 gallons delivered.

The Monthly Wholesale Charge and Usage Charge may be changed by Elgin from time to time and Elgin will give Aqua thirty (30) days written notice of any such change.

Section 2.02 -- Miscellaneous Fees and Requirements for Service

a. Reconnection Fees

Base Reconnection Fee	\$60.00
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Past Due Balance	As applicable
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If disconnected for non-payment, the above Reconnection Fee must be paid before service can be restored to Aqua. A Base Fee of \$60.00 shall be charged for all reconnections.

b. Late Charge

A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the 10th, may require disconnection. The penalty on delinquent bills may not be applied to any balance to which the penalty was applied in a previous billing.

c. Returned Check Charge

\$ 35.00

SECTION 3.0 SERVICE RULES AND REGULATIONS

Section 3.01 – Application for Wholesale Service

Wholesale Service is provided pursuant to a Wholesale Service Agreement, after (i) receipt of an application for Wholesale Service, and (ii) a determination is made by Elgin that Wholesale Service is available to Aqua. Service will be provided by Elgin in its sole determination, taking into consideration the proposed place of use of the water, the furtherance of the goals of regionalization, the optimal use of Elgin's infrastructure, and other policies and guidelines adopted by Elgin from time to time.

Aqua will meet the following minimum qualifications for Wholesale Service including, but not limited to:

1. Aqua is a retail public utility as defined by the Texas Water Code that holds a valid Certificate of Convenience and Necessity ("CCN") for the provision of retail water utility service issued by the Texas Commission on Environmental Quality, its predecessors or successors.
2. Aqua's service area is adjacent to the CCN held by Elgin.
3. Aqua has other water supplies available and will not be a full-requirements wholesale customer of Elgin.

Section 3.02 -- Billing

Once Aqua has opened the valve and accepted water from Elgin, water bills shall be rendered monthly unless service is terminated before the end of a billing cycle.

Payment is considered late if not received at Elgin's office or postal address by the 10th of the month. A 10% penalty will be added for payment received after the 10th day of the month. Failure to pay by the 10th may result in disconnection.

Section 3.03 -- Service Disconnection

Wholesale service may be disconnected if a bill has not been paid and proper notice has been given.

Proper notice shall consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. If applicable, the notice must also list the past due balance.

Service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or to comply with a deferred payment agreement;
2. Willful violation of a usage rule when that violation interferes with another member's service;
3. Other reasons set forth in the Wholesale Service Agreement.

Service may only be disconnected without notice:

1. When a known dangerous condition exists, for as long as the condition exists;
2. When service is established through meter bypassing, an unauthorized connection or unauthorized reconnection; or
3. In instances of tampering with Elgin's meter or equipment.

Section 3.04 -- Litigation

These Terms and Conditions 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 Elgin under the Wholesale Service Agreement shall be made at Elgin's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under the Wholesale Service Agreement.

EXHIBIT “B”

Point(s) of Delivery

Point(s) of delivery to be determined on an as needed basis.

EXHIBIT “C”

Name and Address for Notice to Aqua

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH AQUA WATER SUPPLY REGARDING THE LUND FARMS DEVELOPMENT SUBJECT TO CCN TRANSFER.

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the amendment to the agreement with Aqua Water Supply and Lund Farms as presented.

BACKGROUND:

The requested action is to approve an amendment to the master agreement and to pay for the CCN transfer. Last November, the Aqua board increased rates to their customers by 15%. As a result of this fee increase, the compensation from Elgin to Aqua has also increased to \$585 per acre for exchange of the CCN territory. This resolution is to update the agreement by amendment.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and approve the amendment to the agreement with Aqua Water Supply and Lund Farms as presented.

ATTACHMENTS:

1. RESWATERAGRAMEND
2. Exhibit B-9_Amendment to Master Agreement for Lund Farms- Transfer to Elgin from Aqua CCN
3. Attachment A-9 (Lund Farms)

{ } 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
AGREEMENT WITH AQUA WATER SUPPLY
REGUARDING THE LUND FARMS DEVELOPMENT
SUBJECT TO CCN TRANSFER.**

WHEREAS, The City of Elgin has certain interest in providing retail water to the Lund Farms Municipal Utility District; and,

WHEREAS, Lund Farms Municipal Utility District has made a request to be served by The Elgin Municipal Water System, and;

WHEREAS, Staff has determined that The City of Elgin has sufficient water supplies that to enable The City to contract with The Lund Farms Municipal Utility District for Wholesale Service; and;

WHEREAS, the amendments to the agreement are noted here in the attachment and for council consideration;

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement for extending amendment to the agreement with Aqua water supply as show in the attachment verbatim.

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

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

PASSED AND ADOPTED this 23rd day of January 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

EXHIBIT “B-9”

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

Title of Development: LUND FARMS

Concept Plan ☒

Preliminary Plat ☐

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: 8/15/2023

Name and Contact (Developer): Lund Farm Investment, LLC
McLean & Howard, LLC

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

A Master Agreement (“Master Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Elgin was made and entered into by and between Aqua Water Supply Corporation (hereinafter called “Aqua”) and the City of Elgin, Texas (hereinafter called “Elgin”), on 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 Lund Farms Development, currently in the Aqua Water CCN has submitted a Concept Plan consisting of 569.717 acres, which has been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the Lund Farms 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 Lund Farms 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, Aqua WSC may increase the transfer fee that is paid by Elgin by no more than the percentage increase in the fees imposed by Aqua on its customers in the preceding fiscal year. In November 2023, the Aqua Board adopted an increase in the rates paid by its members/customers in the amount of fifteen percent (15%) during the 2022 fiscal year. Therefore, Aqua believes it necessary to increase the Transfer Fee to be paid by Elgin by fifteen percent (15%) which would result in a Five Hundred and Eighty-Five Dollars (\$585) per acre increase in the Transfer fee.

The compensation to be paid to Aqua by Elgin for transfer of the specific portion of the Aqua Water CCN is Four Thousand Four Hundred and Eighty-Five Dollars (\$4,485.00) per acre rather than the previous rate of Thirty-Nine Hundred Dollars (\$3900) per acre. The calculation is as follows:

$$\text{Number of acres under development} \times \$4485.00 = \text{Total Compensation}$$

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

$$569.717 \text{ acres} \times \$4485.00 = \$2,555,180.75$$

Section 1.03 – Additional Amounts Owed to Aqua

As negotiated by Elgin and Aqua, Elgin shall pay Aqua the amount of Sixty Two Thousand Five Hundred Fourteen and 86/100 Dollars (\$62,514.86) (for stranded assets, easement acquisition, existing customers, etc.)

Additionally, Aqua must be granted exclusive permanent blanket easements along the frontages of any subdivision / development adjacent to County Line Road, Lund Road, and State HWY 95 at a width of no less than 20'.

Elgin shall also be responsible for any costs associated with the effort by Aqua to obtain any new easements as required to relocate existing Aqua lines that are in conflict with the subdivision / development plan.

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:



President

By: _____

Date:

12/12/2023

Date: _____

ATTEST:

ATTEST:

By:



Secretary, Board of Directors

By: _____

Secretary

Date:

12.12.23

Date: _____

ATTACHMENT A-9

Map Showing the area of Aqua Water CCN subject to the transfer for Lund Farms

CITY OF ELGIN, TX
AQUA CCN TRANSFER
ATTACHMENT A-9
LUND FARMS

LUND FARMS
569.717 ACRES

LEGEND

 AQUA CCN

 ELGIN CCN

 SUBDIVISIONS

 TRANSFER AREA

 CITY LIMITS



N



0 500 1000 2000

SCALE : 1" = 1000'



TRC ENGINEERS, INC.

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review of Status of Ballot Initiative Proposed ORD2022-08-24 "An Ordinance to Eliminate Low-Level Marijuana Enforcement"

DEPARTMENT: Police

PROPOSED ACTION: No Council action requested or proposed by staff; This item has been placed on the agenda at the request of Councilmembers Gibson and Love.

BACKGROUND:

Discussed at previous meetings; Councilmembers Gibson and Love have requested a staff report on the status of Ballot Initiative ORD2022-08-24 ". . . for educational purposes . . . From (our) understanding, although the low level Marijuana Ordinance was passed for the city, it does not supersede the State law that, Marijuana is still illegal in Texas. . . . Also, for education purposes, the people need to understand that low level offense means no arrest, BUT because it's still illegal, you're going to get a ticket."

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of the staff report as requested.

ATTACHMENTS:

1. ORD2022-08-02-24 An Ordinance Ordering a Special Municipal Election On November 8, 2022

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

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

ORDINANCE NO. 2022-08-02-24

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, CERTIFIED SUFFICIENT ON MAY 11, 2022, REGARDING THE CREATION OF THE ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT; AND AUTHORIZING THE CITY SECRETARY TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION

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

PART 1. A special municipal election shall be held in the City of Elgin on November 8, 2022, to submit to the voters of the City a proposed citizen-initiated ordinance regarding the elimination of low-level marijuana offenses. The ballot shall be prepared to permit voting "For This Ordinance" or "Against The Ordinance" on the Proposition:

Proposition A: Shall an initiative petition be approved to eliminate enforcement of low-level marijuana offenses in the City of Elgin?

PART 2. If the proposition provided in Part 1, above, is approved by a majority of voters voting at the election, the City Code is amended as indicated below:

AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

BE IT ORDAINED BY THE VOTERS OF THE CITY OF ELGIN:

Chapter 24 of the City Code is hereby amended to create a new Article V, to be titled "Marijuana Enforcement" and to read as follows:

ARTICLE V. - MARIJUANA ENFORCEMENT

Sec. 24-102. - Ending citations and arrests for misdemeanor possession of marijuana.

(a) Elgin police officers shall not issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana offenses, except in the limited circumstances described in (b).

(b) The only circumstances in which Elgin police officers are permitted to issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana are when such citations or arrests are part of (1) the investigation of a felony level narcotics case that has been designated as a high priority investigation by an Elgin police commander, assistant chief of police, or chief of police; and/or (2) the investigation of a violent felony.

(c) In every instance other than those described in (b), if an Elgin police officer has probable cause to believe that a substance is marijuana, an officer may seize the marijuana. If the officer seizes the marijuana, they must write a detailed report and release the individual if possession of marijuana is the sole charge.

(d) Elgin police officers shall not issue any charge for possession of marijuana unless it meets at least one of the factors described in (b).

Section 24-103. - Citations for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.

(a) A class C misdemeanor citation for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.

Section 24-104. - Prohibition against using City funds or personnel to conduct THC concentration testing.

(a) No City funds or personnel shall be used to request, conduct, or obtain tetrahydrocannabinol (THC) testing of any cannabis-related substance to determine whether the substance meets the legal definition of marijuana under state law, except in the limited circumstances of a police investigation pursuant to §24-102(b).

(b) This prohibition shall not limit the ability of Elgin police to conduct toxicology testing to ensure public safety, nor shall it limit THC testing for the purpose of any violent felony charge.

Section 24-105. - Prohibition against City police using the odor of marijuana or hemp as probable cause for search or seizure.

(a) Elgin police shall not consider the odor of marijuana or hemp to constitute probable cause for any search or seizure, except in the limited circumstances of a police investigation pursuant to §24-102(b).

Section 24-106. - Training and policy updates; community involvement.

(a) The City Manager and Chief of Police shall ensure that Elgin police officers receive adequate training concerning each of the provisions of this ordinance.

(b) The City Manager shall work with the Elgin Police Chief and other relevant stakeholders identified in (c) to update City policies and internal operating procedures in accordance with this ordinance. Actions that may be necessary include, but are not limited to: updating the Elgin Police Department General Manual; updating the training bulletin; training officers; and updating internal databases and systems.

(c) The City Manager shall arrange regular meetings to discuss the development of policies, procedures, and practices related to this ordinance, which shall include community stakeholders including: the Police Chief's Advisory Panel; other interested stakeholders and community organizations; individuals directly impacted by arrests within the City; immigrant communities; and communities of color. These meetings shall be open

to public participation, have minutes and agendas publicly accessible, and have audio and video recordings uploaded to the City's website.

Section 24-107. - Discipline.

(a) Any violation of this chapter may subject an Elgin police officer to discipline as provided by the Texas Local Government Code or as provided in City policy.

Section 24-108. - Reporting.

(a) Within three months of the adoption of this ordinance, and once per year thereafter, the City Manager or their designee shall present to the City Council, at a public meeting subject to the Texas Open Meetings Act, a report concerning the City's implementation of this ordinance.

PART 3. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The address of the main early voting locations and the mailing address of each of the early voting clerks are detailed in Exhibit "A," attached hereto and incorporated as part of this ordinance.

PART 4. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas and Bastrop County Elections, 804 Pecan Street, Bastrop, Texas.

PART 5. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Secretary and at the City Hall bulletin board not later than the 21st day before election day. Notice of this election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Elgin.

PART 6. In accordance with Chapter 271 of the Texas Election Code, the November 8, 2022, special municipal election may be held jointly with the various political subdivisions that share territory with the City of Elgin and that are holding elections on that day. The City Secretary may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

By motion duly made, seconded, and passed with an affirmative vote of the City Council members present, the requirement for reading this ordinance was dispensed.

READ, PASSED and ADOPTED on first reading on this 2nd day of August 2022.


THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS City Secretary



EXHIBIT "A"
ORDER OF ELECTION
CITY OF ELGIN, TEXAS

A Special Election is hereby ordered to be held on Tuesday, November 8, 2022, for the purpose of submitting to the voters a proposed citizen-initiated ordinance to eliminate low-level marijuana enforcement.

For voters in Bastrop County, early voting by personal appearance will be conducted at the locations designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are delineated on Exhibit "B-1" and "C-1" attached hereto and incorporated herein by reference for all purposes.

For voters in Travis County, early voting by personal appearance will be conducted at the locations designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court, all as are delineated on Exhibit "B-2" and "C-2" attached hereto and incorporated herein by reference for all purposes.

For voters in Bastrop County, applications for ballots by mail shall be mailed to:

Bastrop County Elections
804 Pecan Street
Bastrop, TX 78602

For voters in Bastrop County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us.

For voters in Travis County, applications for ballots by mail shall be mailed to:

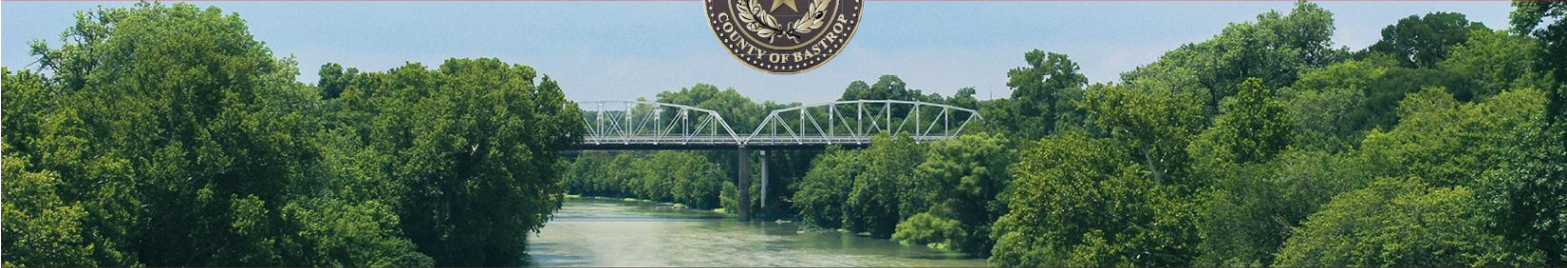
Travis County Clerk – Elections Division
P.O. Box 149325
Austin, TX 78714-9325

For voters in Travis County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to ebbm@traviscountytexas.gov.

Applications for ballot by mail must be received no later than 5:00 pm on Friday, October 28, 2022.

Issued this 2nd day of August 2022.


THERESA Y. MCSHAN, Mayor
City of Elgin, Texas



2022 GENERAL ELECTION

-EARLY VOTING LOCATIONS, DATES AND TIMES-

MAIN EARLY VOTING LOCATION

❖Bastrop County Courthouse Annex, 804 Pecan St., Lower Level, Conference Room, Bastrop

BRANCH EARLY VOTING LOCATIONS

- ❖Smithville Recreation Center, 106 Royston St., Smithville
- ❖Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
- ❖Elgin Recreation Center, 361 N. Hwy 95, Elgin

October 24, 2022 - November 4, 2022

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	24	25	26	27	28	29
	8am – 5pm	8am – 5pm	8am – 5pm	8am – 5pm	8am – 5pm	7am – 7pm
30	31	1	2	3	4	
9am – 3pm	7am – 7pm	7am – 7pm	7am – 7pm	7am – 7pm	7am – 7pm	

-ELECTION DAY POLLING LOCATIONS-
7am - 7pm
TUESDAY, NOVEMBER 8, 2022

On Election Day, a voter may vote at any of the locations listed below:

- ❖Wyldwood Baptist Church, 398 Union Chapel Rd., Cedar Creek
- ❖River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
- ❖Ascension Catholic Church, 804 Pine St., Bastrop
- ❖Paige Community Center, 107 S. Main St., Paige
- ❖Bastrop County ESD#2 Station 3, 926 FM 1441, Bastrop
- ❖Calvary Baptist Church, 3001 Loop 150 East, Bastrop
- ❖Smithville Rec Center, 106 Royston St., Smithville
- ❖Rosanky Community Center, 135 Main St., Rosanky
- ❖Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
- ❖The Gathering, 287 FM 20, Bastrop
- ❖Hills Prairie Baptist Church, 1338 Hwy 304, Bastrop
- ❖Red Rock Community Center, 114 Red Rock Rd., Red Rock
- ❖Elgin Recreation Center, 361 N. Hwy 95, Elgin
- ❖Bastrop County Pct. 4 Road & Bridge, 1133 Dildy Dr., Elgin
- ❖Faith Lutheran Church, 230 Waco St., McDade
- ❖Family Worship Center, 2425 FM 1704, Elgin
- ❖Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop



Travis County

Early Voting Locations

November 8, 2022 General Elections



REBECCA GUERRERO
COUNTY CLERK
Secretaria del Condado

*Sitios de Votación Adelantada del Condado de Travis
para las Elecciones Generales del 8 de noviembre, 2022*

Early Voting begins Monday, October 24, 2022 and ends on Friday, November 4, 2022
La Votación Adelantada comienza el lunes, 24 de octubre, 2022 y termina el viernes, 4 de noviembre, 2022

Monday—Saturday (7am - 7pm), Sunday (Noon - 6pm) *
Lunes—Sábado (7am - 7pm), Domingo (mediodía - 6pm)

subject to change
sujeto a cambios

* **MEGA-CENTERS** WILL BE OPEN UNTIL 9pm on Saturday, October 29 and Friday, November 4, 2022
* **MEGACENTROS** ESTARÁN ABIERTOS HASTA LAS 9pm el sábado, 29 de octubre y el viernes, 4 de noviembre, 2022

CENTRAL	Austin Permitting & Development MEGA-CENTER / MEGA-CENTRO	6310 Wilhelmina Delco Dr	Austin	78752	
	Austin City Hall	301 W 2nd St	Austin	78701	
	Austin Energy Headquarters	4815 Mueller Blvd	Austin	78723	
	Austin Recreation Center	1301 Shoal Creek Blvd	Austin	78701	
	LBJ School of Public Affairs	2315 Red River St	Austin	78712	
	Travis County Granger Building	314 W 11th St	Austin	78701	
	UT Flawn Academic Center	2304 Whitis Ave	Austin	78705	
NORTH / NORTE	PACE Campus Gym MEGA-CENTER / MEGA-CENTRO	700 W Pecan St	Pflugerville	78660	
	Balcones Woods Shopping Center, Suite 102 <i>(next to Party City)</i>	11150 Research Blvd	Austin	78759	
	Elevate Event	15806 Windermere Dr	Pflugerville	78660	
	Gus Garcia Recreation Center	1201 E Rundberg Ln	Austin	78753	
	Disability Rights Texas	2222 W Braker Ln	Austin	78758	
	RRISD Hartfield Performing Arts Center	5800 McNeil Dr	Austin	78729	
	Unity Church of the Hills	9905 Anderson Mill Rd	Austin	78750	
SOUTH / SUR	Southpark Meadows, Suite 500 MEGA-CENTER / MEGA-CENTRO	9600 South IH-35	Austin	78748	
	Austin Oaks Church	4220 Monterey Oaks Blvd	Austin	78749	
	Bee Cave City Hall	4000 Galleria Pkwy	Bee Cave	78738	
	One Texas Center, Room 325	505 Barton Springs Rd	Austin	78704	
	Pleasant Hill Branch Library	211 E William Cannon Dr	Austin	78745	
	Randalls Flagship - West Lake Hills	3300 Bee Caves Rd	West Lake Hills	78746	
	South Austin Recreation Center	1100 Cumberland Rd	Austin	78704	
EAST / ESTE	Westoak Woods Baptist Church	2900 W Slaughter Ln	Austin	78748	
	Millennium Youth Complex MEGA-CENTER / MEGA-CENTRO	1156 Hargrave St	Austin	78702	
	Carver Branch Library	1161 Angelina St	Austin	78702	
	Community Center at Del Valle	3518 FM 973	Del Valle	78617	
	Conley-Guerrero Senior Activity Center	808 Nile St	Austin	78702	
	Dan Ruiz Branch Library	1600 Grove Blvd	Austin	78741	
	Delco Center	4601 Pecan Brook Dr	Austin	78724	
WEST / OESTE	George Morales Dove Springs Recreation Center	5801 Ainez Dr	Austin	78744	
	Manor ISD Admin Building	10335 US-290	Manor	78653	
	Ben Hur Shrine Center MEGA-CENTER / MEGA-CENTRO	7811 Rockwood Ln	Austin	78757	
	Christ Episcopal	3520 W Whitestone Blvd	Cedar Park	78613	
	Lake Travis ISD Educational Development Center	607 Ranch Rd 620N	Austin	78734	
	Lakeway Activity Center	105 Cross Creek	Lakeway	78734	
	Old Quarry Branch Library	7051 Village Center Dr	Austin	78731	
	Randalls Steiner Ranch at Quinlan Crossing	5145 N FM 620	Austin	78732	
	Riverbend Centre	4214 N Capital of Texas Hwy	Austin	78746	
	Westminster Presbyterian	3208 Exposition Blvd	Austin	78703	



sites with a bus icon are 5 min or less walking distance from a Capital Metro bus stop

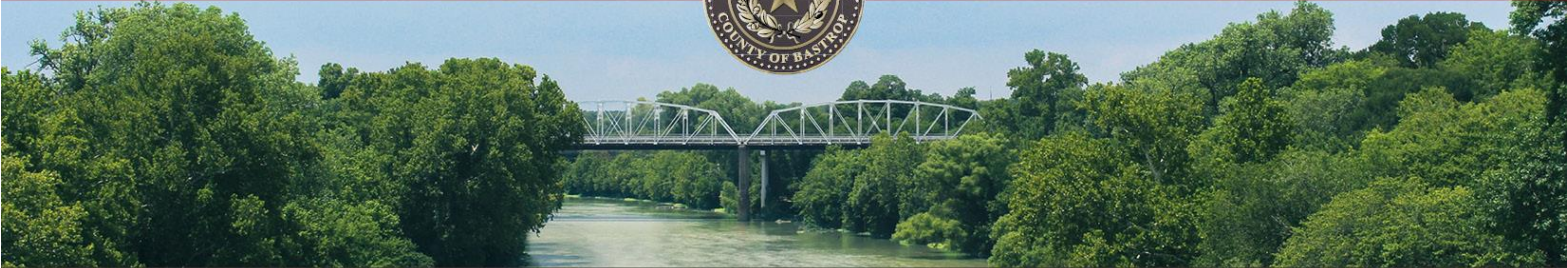
los sitios con un icono de autobús están a cinco minutos o menos de distancia caminando de una parada de autobús de Capital Metro

www.votetravis.com

(512) 238-VOTE (8683)

elections@traviscountytexas.gov

rev. September 20, 2022



2022 GENERAL ELECTION

-EARLY VOTING LOCATIONS, DATES AND TIMES-

MAIN EARLY VOTING LOCATION

❖Bastrop County Courthouse Annex, 804 Pecan St., Lower Level, Conference Room, Bastrop

BRANCH EARLY VOTING LOCATIONS

- ❖Smithville Recreation Center, 106 Royston St., Smithville
- ❖Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
- ❖Elgin Recreation Center, 361 N. Hwy 95, Elgin

October 24, 2022 - November 4, 2022

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
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	8am – 5pm	8am – 5pm	8am – 5pm	8am – 5pm	8am – 5pm	7am – 7pm
30	31	1	2	3	4	
9am – 3pm	7am – 7pm	7am – 7pm	7am – 7pm	7am – 7pm	7am – 7pm	

-ELECTION DAY POLLING LOCATIONS-
7am - 7pm
TUESDAY, NOVEMBER 8, 2022

On Election Day, a voter may vote at any of the locations listed below:

- ❖Wyldwood Baptist Church, 398 Union Chapel Rd., Cedar Creek
- ❖River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
- ❖Ascension Catholic Church, 804 Pine St., Bastrop
- ❖Paige Community Center, 107 S. Main St., Paige
- ❖Bastrop County ESD#2 Station 3, 926 FM 1441, Bastrop
- ❖Calvary Baptist Church, 3001 Loop 150 East, Bastrop
- ❖Smithville Rec Center, 106 Royston St., Smithville
- ❖Rosanky Community Center, 135 Main St., Rosanky
- ❖Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
- ❖The Gathering, 287 FM 20, Bastrop
- ❖Hills Prairie Baptist Church, 1338 Hwy 304, Bastrop
- ❖Red Rock Community Center, 114 Red Rock Rd., Red Rock
- ❖Elgin Recreation Center, 361 N. Hwy 95, Elgin
- ❖Bastrop County Pct. 4 Road & Bridge, 1133 Dildy Dr., Elgin
- ❖Faith Lutheran Church, 230 Waco St., McDade
- ❖Family Worship Center, 2425 FM 1704, Elgin
- ❖Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop



Rebecca Guerrero
County Clerk
Secretaria del Condado



Travis County
Election Day Vote Centers
Tuesday, November 8, 2022

Centros de Votación del Condado de Travis para el Día de la Elección, martes, 8 de noviembre, 2022

Polls are open 7am - 7pm Las urnas están abiertas 7am - 7pm

VOTE CENTER ELECTION - On Election Day, eligible Travis County VOTERS MAY VOTE AT ANY of the locations listed on this page. Voters are NOT limited to only voting in the precinct where they are registered to vote.

ELECCIÓN CON CENTROS DE VOTACIÓN - En el Día de la Elección, votantes elegibles del Condado de Travis PODRÁN VOTAR EN CUALQUIER sitio indicado en esta página. Votantes tienen más opciones en dónde votar, sin limitarse al precinto en donde están registrados para votar.

VOTE CENTER	ADDRESS	CITY	ZIP	BUS
CENTRO DE VOTACIÓN	DIRECCIÓN	CIUDAD	Código Postal	
Creedmoor Community Center	12511 FM 1625	Creedmoor	78610	
Christ Episcopal	3520 W Whitestone Blvd	Cedar Park	78613	
Deer Creek Elementary	2420 Zeppelin Dr	Cedar Park	78613	
Community Center at Del Valle	3518 S FM 973	Del Valle	78617	
Del Valle ISD Admin Building	5301 Ross Rd	Del Valle	78617	
Elroy Community Library	13512 FM 812	Del Valle	78617	
Elgin High School	14000 County Line Rd	Elgin	78621	
Round Mountain Baptist	14500 Round Mountain Rd	Leander	78641	
Volente Fire Dept	15406 FM 2769	Leander	78641	
Community Center at Jonestown	18649 FM 1431 STE 6A	Jonestown	78645	
K-Oaks Clubhouse	7000 Bar K Ranch Road	Lago Vista	78645	
Lago Vista High School	5185 Lohman Ford Rd	Lago Vista	78645	
Manor ISD Admin Building	10335 Hwy 290	Manor	78653	
New Sweden Lutheran	12809 New Sweden Church Rd	Manor	78653	
Whisper Valley Discovery and Amenity Ctr	9400 Petrichor Blvd	Manor	78653	
Avalon Pool and Amenity Center	19729 Jakes Hill Rd	Pflugerville	78660	
Bible Baptist Church of Pflugerville	14400 Immanuel Rd	Pflugerville	78660	
Boulder Ridge Clubhouse	3300 Killingsworth Ln	Pflugerville	78660	
CrossLife Christian Academy	4109 Kelly Ln	Pflugerville	78660	
Elevate Event Center	15806 Windermere Dr #100a	Pflugerville	78660	
Hendrickson High School	19201 Colorado Sand Dr	Pflugerville	78660	
PACE Campus Gym	700 W Pecan St	Pflugerville	78660	
Pflugerville Lions Club	500 N Railroad Ave	Pflugerville	78660	
All Nations	16804 Radholme Ct	Round Rock	78664	
Briarcliff POA Community Center	22801 Briarcliff Dr	Briarcliff	78669	
Austin City Hall	301 W 2nd St	Austin	78701	
Austin Recreation Center	1301 Shoal Creek Blvd	Austin	78701	

VOTE CENTER	ADDRESS	CITY	ZIP	BUS
CENTRO DE VOTACIÓN	DIRECCIÓN	CIUDAD	Código Postal	
Mexican American Cultural Center	600 River St	Austin	78701	
Sam Houston Building	201 E 14th St	Austin	78701	
Travis County Granger Building	314 W 11th St	Austin	78701	
Cantu Pan Am Recreation Center	2100 E 3rd St	Austin	78702	
Carver Branch Library	1161 Angelina St	Austin	78702	
Conley-Guerrero Senior Activity Center	808 Nile St	Austin	78702	
Huston-Tillotson University	900 Chicon St	Austin	78702	
Millennium Youth Complex	1156 Hargrave St	Austin	78702	
Mt. Zion Baptist	2938 E 13th St	Austin	78702	
Rodolfo 'Rudy' Mendez Recreation Center	2407 Canterbury St	Austin	78702	
Terrazas Branch Library	1105 E Cesar Chavez St	Austin	78702	
O Henry Middle School	2610 W 10th St	Austin	78703	
St Luke United Methodist	1306 W Lynn St	Austin	78703	
Westminster Presbyterian	3208 Exposition Blvd	Austin	78703	
Church on Congress Avenue	1511 S Congress Ave	Austin	78704	
Faith Presbyterian	1314 E Oltorf St	Austin	78704	
One Texas Center	505 Barton Springs Rd	Austin	78704	
South Austin Recreation Center	1100 Cumberland Rd	Austin	78704	
South Austin Senior Activity Center	3911 Menchaca Rd	Austin	78704	
St Edward's University	3001 S Congress Ave	Austin	78704	
St John's Lutheran	409 W Ben White Blvd	Austin	78704	
Twin Oaks Branch Library	1800 S 5th St	Austin	78704	
Zilker Elementary	1900 Bluebonnet Ln	Austin	78704	
Austin Presbyterian Theological Seminary	100 E 27th St	Austin	78705	
Lamar Senior Activity Center	2874 Shoal Crest Ave	Austin	78705	
Texas Hillel Foundation	2105 San Antonio St	Austin	78705	
LBJ School of Public Affairs	2315 Red River St	Austin	78712	

subject to change
sujeto a cambios

VOTE CENTER	ADDRESS	CITY	ZIP	BUS
CENTRO DE VOTACIÓN	DIRECCIÓN	CIUDAD	Código Postal	
UT Flawn Academic Center	2304 Whitis Ave	Austin	78712	
Givens Recreation Center	3811 East 12th St	Austin	78721	
Sky Candy	1023 Springdale Rd #8a	Austin	78721	
Southwest Key Programs	6002 Jain Ln	Austin	78721	
Genesis Presbyterian	1507 Wilshire Blvd	Austin	78722	
Austin Energy Headquarters	4815 Mueller Blvd	Austin	78723	
East Nineteenth St Missionary Baptist	3401 Rogge Ln	Austin	78723	
Memorial United Methodist	6100 Berkman Dr	Austin	78723	
Region 13 - Education Service Center	5701 Springdale Rd	Austin	78723	
Windsor Park Branch Library	5833 Westminster Dr	Austin	78723	
YMCA East Communities Y	5315 Ed Bluestein Blvd	Austin	78723	
Community First! Village	9301 Hog Eye Rd	Austin	78724	
Delco Center	4601 Pecan Brook	Austin	78724	
Turner-Roberts Recreation Center	7201 Colony Loop Dr	Austin	78724	
Dailey Middle School	14000 Westall St	Austin	78725	
Grandview Hills Elementary	12024 Vista Parke Dr	Austin	78726	
Peace Lutheran	10625 N FM 620	Austin	78726	
Davis Elementary	5214 Duval Rd	Austin	78727	
Milwood Branch Library	12500 Amherst Drive	Austin	78727	
United Christian	3500 W Parmer Ln	Austin	78727	
Affinity at Wells Branch	14508 Owen Tech Blvd	Austin	78728	
Wells Branch Community Center	2106 Klattenhoff Dr	Austin	78728	
Wells Branch MUD Recreation Center	3000 Shoreline Dr	Austin	78728	
RRISD Hartfield Performing Arts Center	5800 McNeil Dr	Austin	78729	
River Place Elementary	6500 Sitio Del Rio Blvd	Austin	78730	
Shepherd of the Hills Christian	6909 W Courtyard Dr	Austin	78730	
Church at Highland Park	5206 Balcones Dr	Austin	78731	
Highland Village Church of Christ	4716 Bull Creek Rd	Austin	78731	
Old Quarry Branch Library	7051 Village Center	Austin	78731	
Canyon Ridge Middle School	12601 Country Trails Ln	Austin	78732	
Randalls Steiner Ranch	5145 N Ranch Road 620 Ste A	Austin	78732	
St Luke's on the Lake Episcopal	5600 Ranch Rd 620 N	Austin	78732	
Ce Bar Fire Dept	353 S Commons Ford Rd	Austin	78733	
Laura Bush Community Library	9411 Bee Caves Rd	Austin	78733	
Lake Travis ISD Educational Development Ctr	607 Ranch Road 620 N	Austin	78734	
Lakeway Activity Center	105 Cross Creek	Lakeway	78734	

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CENTRO DE VOTACIÓN	DIRECCIÓN	CIUDAD	Código Postal	
Travis County Sheriff West Command	3800 Hudson Bend Rd	Austin	78734	
Community Center at Oak Hill	8656 W Hwy 71	Austin	78735	
Oak Hill Fire Dept No 302	4111 Barton Creek Blvd	Austin	78735	
Western Hills Church of Christ	6211 Parkwood Dr	Austin	78735	
Oak Hill Fire Dept No 301	9211 Circle Dr	Austin	78736	
Bee Cave City Hall	4000 Galleria Pkwy	Austin	78738	
Lake Travis ISD Transportation Center	16101 W State Hwy 71, Bldg A	Austin	78738	
Travis County Parks Office	14624 Hamilton Pool Rd	Austin	78738	
Bailey Middle School	4020 Lost Oasis Hollow	Austin	78739	
Circle C Community Center	7817 La Crosse Avenue	Austin	78739	
Dan Ruiz Branch Library	1600 Grove Blvd	Austin	78741	
Good Shepherd on the Hill	1700 Woodland Ave.	Austin	78741	
Montopolis Recreation Center	1200 Montopolis Dr	Austin	78741	
Addison Amenity Center	6100 Kara Dr	Austin	78744	
George Morales Dove Springs Rec Center	5801 Ainez Dr	Austin	78744	
Langford Elementary	2206 Blue Meadow Dr	Austin	78744	
Newton Collins Elementary	7609 Apogee Blvd	Austin	78744	
Ojeda Middle School	4900 McKinney Falls Pky	Austin	78744	
Bedichek Middle School	6800 Bill Hughes Rd	Austin	78745	
Berkeley United Methodist	2407 Berkeley Ave	Austin	78745	
Dittmar Recreation Center	1009 W Dittmar Rd	Austin	78745	
Manchaca Road Branch Public Library	5500 Menchaca Rd	Austin	78745	
Odom Elementary	1010 Turtle Creek Blvd	Austin	78745	
Pleasant Hill Branch Library	211 E William Cannon Dr	Austin	78745	
Sunset Valley City Hall	3205 Jones Rd	Austin	78745	
Hill Country Middle School	1300 Walsh Tarlton Ln	Austin	78746	
Lost Creek Limited District	1305 Quaker Ridge Dr	Austin	78746	
Randalls Flagship West Lake Hills	3300 Bee Caves Rd	Austin	78746	
Riverbend Centre	4214 N Capital of Texas Hwy	Austin	78746	
Rollingwood Municipal Building	403 Nixon Dr	Austin	78746	
Blazier Intermediate	8801 Vertex Blvd	Austin	78747	
St Alban's Episcopal	11819 IH 35 S	Austin	78747	
Akins High School	10701 S 1st St	Austin	78748	
Shady Hollow HOA Community Center	3303 Doe Run	Austin	78748	
Southpark Meadows suite 500	9600 S IH 35 Frontage Rd	Austin	78748	
State Firefighters/Fire Marshals Assoc of Texas	707 FM 1629	Manchaca	78748	

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CENTRO DE VOTACIÓN	DIRECCIÓN	CIUDAD	Código Postal	
Texas Oaks Baptist	9910 Bilbrook Place	Austin	78748	
Westoak Woods Baptist	2900 W Slaughter Ln	Austin	78748	
Austin Oaks	4220 Monterey Oaks Blvd	Austin	78749	
Gorzycki Middle School	7412 W Slaughter Ln	Austin	78749	
Oak Hill Baptist	6907 Convict Hill Rd	Austin	78749	
Shepherd of the Hills Presbyterian	5226 W William Cannon Dr	Austin	78749	
Will Hampton Branch Library	5125 Convict Hill Rd	Austin	78749	
Central City Austin	9023 Old Lampasas Trail	Austin	78750	
Lakewood HOA	7317 Lakewood Dr	Austin	78750	
Unity Church of the Hills	9905 Anderson Mill Rd	Austin	78750	
Baker Center Alamo Drafthouse	3908 Avenue B	Austin	78751	
Winters Building	701 W 51st St	Austin	78751	
Austin Achieve Northeast Campus	7424 E Hwy 290	Austin	78752	
City of Austin Permitting and Development Ctr	6310 Wilhelmina Delco Dr	Austin	78752	
Barrington Elementary	400 Cooper Dr	Austin	78753	
Connally High School	13212 N Lamar	Austin	78753	
Gus Garcia Recreation Center	1201 E Rundberg Ln	Austin	78753	
North Austin Muslim Community Center	11900 N Lamar Blvd	Austin	78753	
Our Savior Lutheran	1513 E Yager Ln	Austin	78753	
St Mark United Methodist	601 W Braker Ln	Austin	78753	
Asian American Resource Center	8401 Cameron Rd	Austin	78754	

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CENTRO DE VOTACIÓN	DIRECCIÓN	CIUDAD	Código Postal	
Bluebonnet Trail Elementary	11316 Farmhaven Rd	Austin	78754	
Pioneer Crossing Elementary	11300 Samsung Blvd	Austin	78754	
Congregation Beth Israel	3901 Shoal Creek Blvd	Austin	78756	
GTAustin	2700 Northland Dr	Austin	78756	
McCallum High School - Arts Center	5600 Sunshine Dr	Austin	78756	
Yarborough Branch Library	2200 Hancock Drive	Austin	78756	
Ben Hur Shrine Center	7811 Rockwood Ln	Austin	78757	
Brentwood Bible	6301 Woodrow Ave	Austin	78757	
Gullett Elementary	6310 Treadwell Blvd	Austin	78757	
North Village Branch Library	2505 Steck Ave	Austin	78757	
Disability Rights Texas	2222 W Braker Ln	Austin	78758	
Grant AME Worship Center	1701 Kramer Ln	Austin	78758	
Jaime Padron Elementary	2011 W Rundberg Ln	Austin	78758	
Juan P Navarro Early College High School	1201 Payton Gin Rd	Austin	78758	
St John's Episcopal	11201 Parkfield Dr	Austin	78758	
YMCA North Austin	1000 W Rundberg Ln	Austin	78758	
Anderson High School	8403 Mesa Dr	Austin	78759	
Balcones Woods Shopping Center	11150 Research Blvd	Austin	78759	
Kathy Caraway Elementary	11104 Oak View Dr	Austin	78759	
Spicewood Springs Branch Library	8637 Spicewood Springs Rd	Austin	78759	
St Matthew's Episcopal	8134 Mesa Dr	Austin	78759	



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