



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
June 18, 2024
6:30 PM**

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. Public Hearing on Updated Land Use Assumptions and Capital Improvements Plan for the City of Elgin.**

VI. 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.

VII. CITY MANAGERS REPORT

- 1. Discussion of proposed creation of a Bastrop County Emergency Medical Services Emergency Services District**
- 2. Historic Review Board 2024 First Quarter Report**
- 3. General Activity Report and/or Project Update**

VIII. 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-June 4, 2024**
- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING EXECUTION OF PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD; AND MAKING CERTAIN FINDINGS RELATED THERETO**
- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DÉCOR IQ HOLIDAY & EVENT SERVICES FOR HOLIDAY LIGHTING, 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.**

IX. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AMENDING THE MASTER AGREEMENT WITH AQUA WATER SUPPLY REGARDING THE NORTHSIDE MEADOWS DEVELOPMENT SUBJECT TO TRANSFER TO ELGIN CCN FROM AQUA WATER CCN AND MAKING CERTAIN FINDINGS RELATED THERETO**
- 2. Review and discussion of the proposed City of Elgin 2024 Five-Year Capital Plan (5YRCP).**

X. 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.

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. 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, June 14, 2024, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink, appearing to read "Jennifer Stubbs". The signature is fluid and cursive, with the first name "Jennifer" written in a larger, more prominent script than the last name "Stubbs".

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing on Updated Land Use Assumptions and Capital Improvements Plan for the City of Elgin.

DEPARTMENT: Development Services

PROPOSED ACTION: N/A

BACKGROUND:

N/A

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: Discussion of proposed creation of a Bastrop County Emergency Medical Services Emergency Services District

DEPARTMENT: Executive

PROPOSED ACTION: No Council action proposed or recommended at this time; This item is for an initial discussion regarding a proposal to create a new - additional - Bastrop County Emergency Medical Services Emergency Services District (ESD) and a request for the City Council's support of same.

BACKGROUND:

City staff and Council have recently been contacted by the "Bastrop County First Responders" who have circulated a petition and garnered enough signatures to place a new Emergency Service District (ESD) for Emergency Medical Services (EMS) before the Bastrop County Commissioners Court "and hopefully soon after the voters". The City Manager and Chief of Police have met with the petitioners and gathered some additional information, but this is a potentially impactful situation for the COE regarding a variety of issues - not to mention the fact that the creation of another ESD would mean a new/increased property tax for Elgin property owners. The staff is now seeking further input and direction from Council as it relates to the proposal, as the petitioners have told us the City has 60 days to decide whether or not we will support this effort.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

No Council action proposed or recommended at this time; only review and discussion of the item as presented.

ATTACHMENTS:

1. Submitted Petition for ESD3

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

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

**PETITION FOR CREATION OF
EMERGENCY SERVICES DISTRICT**

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT
	§	
	§	OF
	§	
COUNTY OF BASTROP	§	BASTROP COUNTY, TEXAS

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF THE COURT:

NOW COME 100 or more qualified voters who own taxable real property in Bastrop County, Texas pursuant to Texas Health & Safety Code, Section 775.011, requesting the creation of an Emergency Services District and would respectfully show the following:

I.

The proposed Bastrop County Emergency Services District No. 3 ("District") will be created and operated under the provisions of Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Texas Health & Safety Code.

II.

The name of the proposed District shall be "BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 3."

III.

The area of the District will overlay Bastrop County Emergency Services District No. 1, Bastrop County Emergency Services District No. 2, and the portion of Bastrop-Travis Counties Emergency Services District No. 1 that is in Bastrop County, and will generally include all of the city limits and the extraterritorial jurisdiction of the City of Bastrop and the City of Smithville, the portion of the city limits and extraterritorial jurisdiction of the City of Elgin and the City of Mustang Ridge that are within Bastrop County, and the portion of the extraterritorial jurisdiction of the Village of Webberville and the City of Austin that is within Bastrop County. The boundaries

of the District are coextensive with the boundaries of Bastrop County and generally described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, and generally shown on the attached map in Exhibit "B".

IV.

The District will provide emergency medical services and emergency transport in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code, but the District will not provide any services provided by the existing Bastrop County Emergency Services District No. 1, Bastrop County Emergency Services District No. 2 or Bastrop-Travis Counties Emergency Services District No. 1, as set forth in the statement of services to be provided by each of the named Emergency Services Districts in accordance with Section 775.018(g) of the Texas Health & Safety Code .

V.

The creation of the District complies with Section 775.0205 of the Texas Health & Safety Code. (Section 775.020 does not apply to Bastrop County.) The Petitioners request that the County deliver a copy of this petition to the Board of Commissioners of Bastrop County Emergency Services District No. 1, Bastrop County Emergency Services District No. 2, and Bastrop-Travis Counties Emergency Services District No. 1, and request a statement of services from each of the respective emergency services districts in accordance with Section 775.018(g) of the Texas Health & Safety Code.

VI.

Preston McGrew, who resides at 180 Mustang Drive, Paige, Texas 78659, and Caleb Peck, who resides at 251 Lost Oaks Trail, Bastrop, Texas 78602, (collectively, "Petitioners"), agree and obligate themselves to pay the cost incident to the formation of the District to Bastrop County, including the costs of publishing notices, election costs, and other necessary and incidental

expenses, such cost not to exceed one hundred fifty (\$150.00) dollars, as required by Section 775.013(b) of the Texas Health & Safety Code.

VII.

The Cities of Bastrop, Smithville, Elgin, Mustang Ridge, Austin, and the Village of Webberville are the only municipalities whose consent must be obtained under Section 775.014 of the Texas Health & Safety Code.

VIII.

The signatures required by the Texas Health & Safety Code, Section 775.011, for the creation of Bastrop County Emergency Services District No. 3 are attached on Exhibit "C".

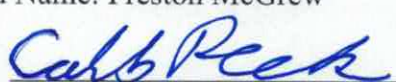
WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Bastrop County as required by law; that a public hearing be held on this petition in the county; and that, after the hearing, the Commissioners Court of Bastrop County grant this petition and call a special election regarding the creation of the District.

RESPECTFULLY SUBMITTED this 7 day of June, 2024.

PETITIONERS:

By: 

Printed Name: Preston McGrew

By: 

Printed Name: Caleb Peck

Exhibit "A"

Description of Proposed Bastrop County Emergency Services District No. 3

Boundary Description

The boundaries of the district are coextensive with the boundaries of the Bastrop County as those boundaries exist as of the date of this petition.

Exhibit B
Map of Proposed
Bastrop County Emergency Services District No. 3

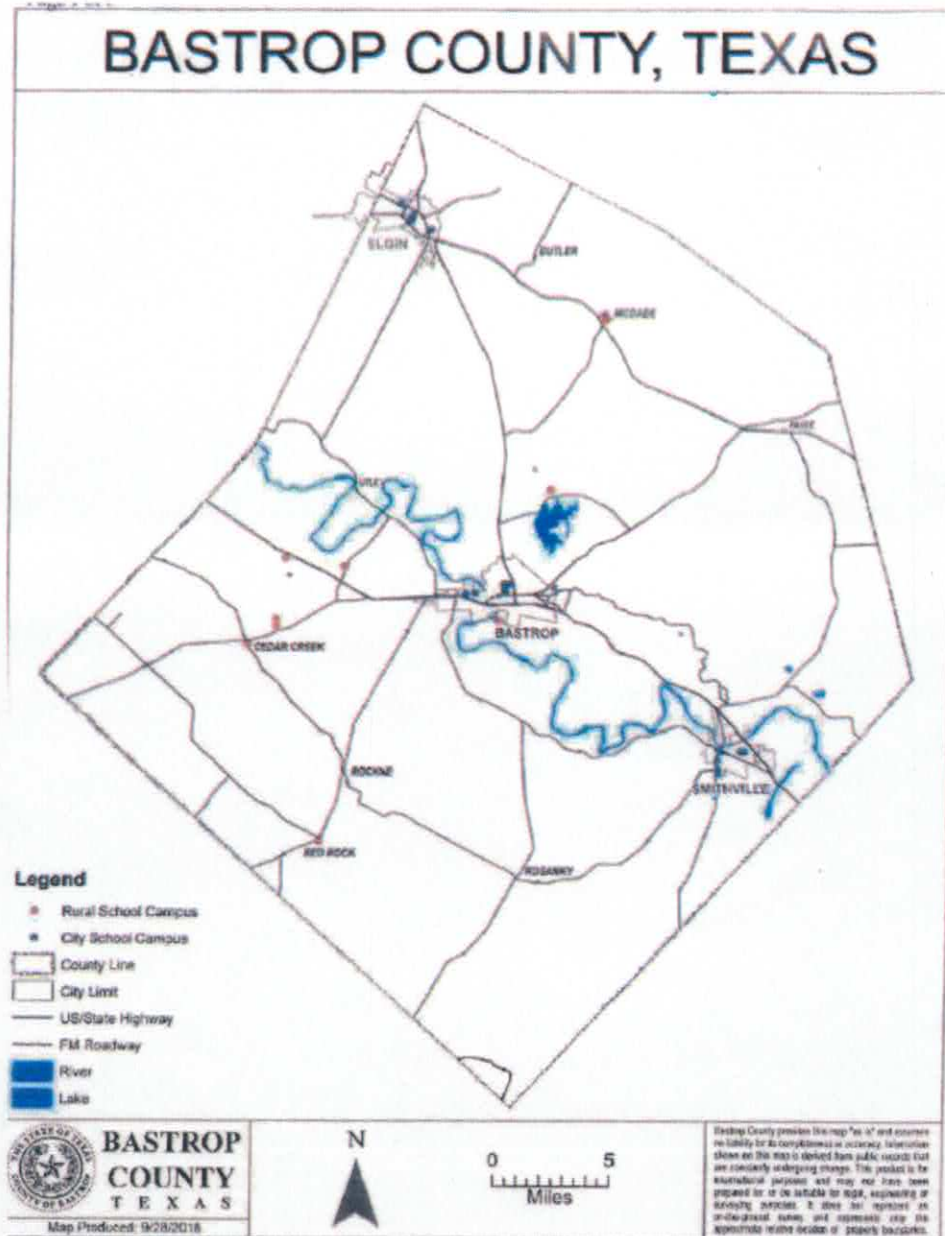


Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

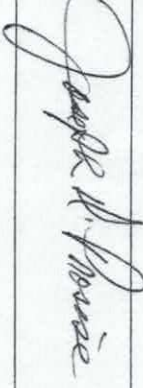
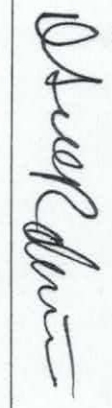
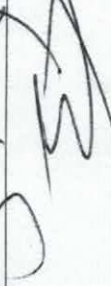
Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Tracy Lovelace	133 Fallon Way Bastrop	Same	3-4-68	104330390	Bastrop		6/6/24
Joseph Probst	400 FA 812	Same	6/2/48	1043128503	Bastrop		6/6/24
Doreen Robertson	540 Arbor Circle Bastrop	Same	9/19/56	2118549702	Bastrop		6/6/24
Rogan Probst	237 Goetz Dr.	Same	3/24/46	1043192301	Bast.		6/6/24
Sydney Keegan	101 Ori Ct	—	08/05/45	2152109904	Bastrop		6/6/24
Chase Keegan	101 Ori Ct	—	02/10/98		Bastrop		6/6/24
Pete Perales	113 THREE OAKS LANE. Cedar Creek	P.O. BOX 1366 BASTROP TX. 78602	5-24-61	21102159439	BASTROP		6-6-24
Brian Rudoff	111 PINE WICK DR Bastrop 78002	Same	5-01-11-67	11588119110	Bastrop		6-6-24
Jacqueline Smith	606 E. Street Clayton TX 78021	Same	12/11/49	1140854195	Bastrop		6/6/24
TERMALE BURKET	116 SPANISH TR BASTROP, TX 78002	Same	10/17/57	1070405151	Bastrop		6/6/24

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Zachary Carter	263 Cardinal Loo? Raige, TX 78659	" "	11/19/85		Bastrop	Z Carter	6/6/24
Trenton Forbery	200 W. Helton W. Helton, TX 78662	" "	5/9/92	2123906652	Bastrop	T. Forbery	6/6/24
Richard Brown	158 Dyer Unit C Bastrop 78602	Same	05/11 1962	1214508828	Bastrop	R. Brown	6/6/24
Jean Green	139 MANA- wano: Dr. 78602	MANAWANO	10/26/61	1156890171	Bastrop	Jean Green	4/6/24
Diana Greenwood	132 KAMAKO Bastrop LA	same	4/19/73	1043450326	Bastrop	Diana Greenwood	6/6/24
David Rodriguez	119 Soar in Wijbel 78612	" SM	8/5/82	1131858071	Bates	D. Rodriguez	6/6/24
Scott Mitschink	106 Pioneer Passage Bastrop, TX	" "	6/29/73		Bastrop	S. Mitschink	6-6-24
Alann Baker	131 Mamaha Bastrop TX	" "	10/21/83	2126118481	Bastrop	Alann Baker	6/6/24
Holly Cox	331 S. Cedar Creek Road Bastrop	" "	4/9/1984		Bastrop	Holly Cox	6/6/24
Betty Cox	307 S. Cedar Creek Road Bastrop	" "	11/14/81		Bastrop	Betty Cox	6/6/24

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Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Carol Peck	25110 Stacks Tru. 1 Bastrop TX 78602	PO Box 1882 Bastrop	05-27-91	2003151540	Bastrop	Carol Peck	6-6-24
Trishna Mutschink	106 Pioneer Bsy Bastrop, TX	same	3-15-75		Bastrop	Trishna Mutschink	6-6-24
Jase Desord	105 Elm Ct	"	2-17-64		"	Jase Desord	6-6-24
Dee Turner	519 McAllister	same	2-17-44		Bastrop	Dee Turner	6-6-24
R Signle	106 Fairview Ct.	Bastrop, TX 78002	12-24		Bastrop	R Signle	6/6/24
Dani Moss	1706 Nelson	"	2/5/91		Bastrop	Dani Moss	6-6-24
Hector	107 Alice Ave Bastrop	107 Alice Ave	2/26/94		Bastrop	Hector	6-6-24
William Green	189 manawatu Bastrop	"	4/10/50	1150890205	Bastrop	William Green	6/6/24
Mike Moss	104 Wilson St	"	6/5/51		Bastrop	Mike Moss	6-6-24
Jeff Toussaint	171 Blecker Flower Dr	"	9/23/66		Bastrop	Jeff Toussaint	6/6/24

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Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Ray Beutha	1305 1351 Ray	Same	9/29/68		Bastrop	Ray Beutha	6/6/24
Shirley	188 Mt. Olive Rd.	Same	1/25/54	1043081818	Bastrop	Shirley Haywood	6/6/24
Charles Haywood	188 Mt. Olive Rd.	Same	3/3/53	1043134550	Bastrop	Charles Haywood	6/6/24
Alex Viana	113 Mt. Laurel Way	Same	3/1/24		Bastrop	Alex Viana	6/6/24
Heather Jones	174 Ponderosa Rd.	Same	3/24/80	2135491400	Bastrop	Heather Jones	6/6/24
Bryan Jones	174 Ponderosa Rd.	Same	3/4/82	1002040008	Bastrop	Bryan Jones	6/6/24
Deber Vanilder	1009 Pine St	Same	2/26/50		Bastrop	Deber Vanilder	6/6/24
William Goosket	316 S. Main St.	Same	2/4/1965	1100754514	Bastrop	William Goosket	6/6/24
Jane Howard	912 Water St. Bastrop	Same	10/12/78		Bastrop	Jane Howard	6/6/24
Lynn Freerich	246 Kels Rd. Bastrop	Same	7/13/70		Bastrop	Lynn Freerich	6/6/24

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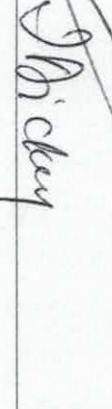
Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Preston McGrew	180 Mustang Dr Bryce 78059	Same	9/17/90	2179887467	Bastrop		6/6/24
Lesley Morrison	131 Cardinal Bryce 78059	Same	3/24/68	1043411866	Bastrop		4/4/24
Joseph Adams	1034 Oak Bryce 78059	Same	8/15/57	1043200247	Bastrop		4/4/24
Stacy Neef	1253 Hwy 304 Bryce	Same	3/14/54	1043244091	Bastrop		6/6/24
Sharon FRAI	402 N. Lomb LIR Bryce 78059, TX	Same	4/9/83	1177489524	Bastrop		4/4/24
Dawn McFarland	320 Rapier Bryce 78059	Same	3/25/78	1043390105	Bastrop		6/6/24
William McFarland	320 Rapier Bryce 78059	Same	12/10/77	1043009890	Bastrop		6/6/24
Sarah McFarland	126 Patrick Bryce 78059	Same	2/18/83		Bastrop		6/6/24
Corey McFarland	126 Patrick Bryce 78059	Same	8-25-79		Bastrop		6-6-24
Tandra Dickey	125 Pine Tree Bryce 78059	Same	4/1/63	1043005809	Bastrop		6-6-24

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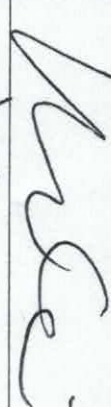
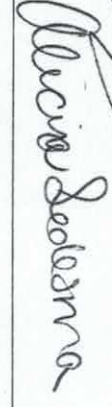
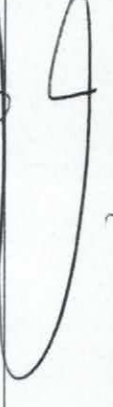
Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Miranda Guillory	703 Lexington Rd Engin TX	←	11/14/86	2130916480	Bastrop County		6/6/24
Brittany Perez	203 Shade St Smithville, TX	←	2/18/91	1196618865	Bastrop County		6/6/24
Joseon Fimirella	605 Webster St Smithville TX	←	03/23/76	1164771269	Bastrop County		6/6/24
Alicia Lodonna	203 N. AVE G Engin TX 78021	←	3/7/91		Bastrop County		6/6/24
Alytan Robinson	136N Polunsky Rd. Bastrop TX 78003	←	6/21/97		Bastrop		6/6/24
Dan Chamberlin	108 Mountain Laurel Way Pine Bluff AR 78063	←	6/9/55	1140932994	Bastrop		6/6/24
Barbara Logge	126 Pioneer Pkwy Tulsa OK 74103	←	7/21/56	1140438223	Bastrop		6/6/24
David Hensley	347 Corral Rd Smithville TX 78057	←	5/28/59	2142334154	Bastrop		6/6/24
Deborah Hensley	347 Corral Rd Smithville TX 78057	←	8/8/71	2143809533	Bastrop		6/6/24
David Mauch	229 Spring Hollow Trl. Tulsa OK	←	7/24/74		IL		6/6/24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Jacki Eabryshak	1411 Meadow Bastrop, TX		11-10-66		Bastrop	Jacki E	6/6/24
Anna Van Alder	1008 Pine St Bastrop, TX 78602	Same	12/16		Bastrop	Anna Van Alder	6/16/24
Holiday	1408 Pecan St Bastrop, TX 78602	Same	11/4/87		Bastrop	[Signature]	6/6/24
Elizabeth Beyer	707 W 5th St Eggen, TX	Same	8/28/79	1130289194	Bastrop	Elizabeth Beyer	6/6/24
Joni Wheatland	125 Flint Lodge St Bastrop, TX	Same	8/16/63	1043157349	Bastrop	Joni Wheatland	6/6/24
Jesse Shoemaker	105 Salomon Ln Bastrop	Same	4/12/83	11305410408	Bastrop	[Signature]	6/11/24
RANDY MUELLER	158 KALEPARK BASTROP	Same	8/5/1974	119692530	BASTROP	Randy Mueller	6/9/24
Olivia Perkins	105 Bush Cove Bastrop	Same	8/24/48	1185116414	Bastrop	Olivia Perkins	6/6/24
BARBARA LANA	113 Mt. Laurel Way		7/9/46	1043324714	BASTROP	Barbara Lana	6/6/24
Bessie K. [unclear]	1305 BT Bastrop	Same	6/19/19		Bastrop	[Signature]	6/19/24

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Robin Clark	225 Old Pin Oak Rd. Paege	Same	11/18/57	104332465	Bastrop	Doyle R. Clark	6/6/24
John Woodall	128 Comanche Tr	Same	12-14-42	1043308182	Bastrop	John Woodall	6-6-24
Ralph Hansen	137 W. 4th St Bastrop, TX 78002	Same	10-5-21	1043249533	Bastrop	Wes Hansen	6-6-24
Cade Courtenay	1110 FM 2104 Smithville, TX 78957	Same	4/10/97	1219563214	Bastrop	Cade	6/6/24
Theresa Grafton	401 Eskew St Bastrop TX 78003	Same	5/12/20	21888 05587	Bastrop	Theresa Grafton	6/6/24
Brandi Speed	1215 Hwy 21E. Paege, TX 78059	Same	2/20/91		Bastrop	Brandi Speed	6/6/24
Asley Penels	113 Rahoa Bastrop TX 78002	Same	9/10/87	2147418224	Bastrop	Asley	6/6/24
Jessica Lowmell	110 H400 CT BASTROP TX 78002	Same	3-7-71	2200009795	BASTROP	Jessica	6-6-24
Philip Macquett	924 Gaffier Paege, TX	Same	2/20/93		Bastrop	Philip Macquett	6/11/24
Nicholas Tange	112 Elmwood Dr Elgin TX 78021	112 Elmwood Dr Elgin TX 78021	2/2/90	2154140253	Bastrop	Nicholas Tange	6/6/24

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Doris Marie Guenard	104 Brittany Lane Bastrop TX 78002	same	2/16/73	2187176463	Bastrop	D. Marie Guenard	6/6/24
Laura A. Foytik	745 E Hwy 71 Smithville TX 78957	same	1/28/81	1020857594	Bastrop	Laura A. Foytik	6/6/24
James Gassen	112 Akara, Ln Bastrop, TX 78622	same	5/9/73	1061361101	Bastrop	James Gassen	6/6/24
Kathryn Cook	107 Hawea Ln Bastrop TX, 78022	same	7/29/1977	2003203103	Bastrop	Kathryn Cook	6/6/24
Leah Shinson	1413 NE Whitehead Smithville TX 78957	same	7/15/87	11600615766	Bastrop	Leah Shinson	6/6/24
Christine Ramon	108 Akala Lane Bastrop, TX 78022	same	4/3/78	1203058203	Bastrop	Christine Ramon	6/6/24
Steven Long	1209 White 1st Bastrop TX 78022	same	6/10/72	1043150212	Bastrop	Steven Long	6/6/24
James Hargrett	140 Mulwood Rd Alice TX 78659	same	12/1/62	1008452658	Bastrop	James Hargrett	6/6/24
Hillary Long	1675 Watterson Road Red Rock, TX 78662	same	12/26/1970	1151633473	Bastrop	Hillary Long	6/6/24
Billy Gill	267 Pucully Dr Pays, TX 78659	same	6-24-81	1043306759	Bastrop	Billy Gill	6-6-24

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Megan McGrew	180 Mustang Dr Pigeon TX 78659	Same	01-28-1991	2160488123	Bastrop	Megan McGrew	6/6/2024
Joni Grooms	130 Trails End Ranch Road CEDAR RAPIDS 269 Rock Creek Rd Kossuth TX 78955	✓	05-23-1958	1043147462	Bastrop	Joni Grooms	6/6/24
Horace Scott Turner	269 Rock Creek Rd Kossuth TX 78955	Same	02-14-1978	2175596369	Bastrop	Horace Scott Turner	06-06-24
Estela Villegas	186 Kellam Rd Smithville, Tx	Same	7/17/58	1166378930	Bastrop	Estela Villegas	6/6/24
Burman Moore	209 Gary Street Bastrop, TX	Same	4/24/20	2179172254	Bastrop	Burman Moore	6/6/24
Kylie Cunningham	316 Lindens Bastrop, TX	Same	10/12/94	1156461135	Bastrop	Kylie Cunningham	6/6/24
Heidi Ewing	901 Charleston Blvd Smithville TX	Same	11/15/70	1043003787	Bastrop	Heidi Ewing	6/6/24
Jed Carey	206 Cedar Hills Elgin TX 76621	Same	1/21/84	1149253126	Bastrop	Jed Carey	6/6/24
Brittni Brosn	725 Sand Hills Rd Red Rock TX 78662	PO Box 171 Red Rock TX 78662	8/11/89	2121755439	Bastrop	Brittni Brosn	6/6/24
Kelley Huber	7103 Colorado Dr Smithville, TX 78957	Same	6/27/15	1024224493	Bastrop	Kelley Huber	6/6/24

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

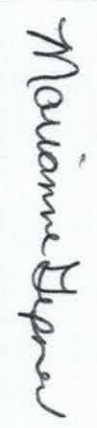
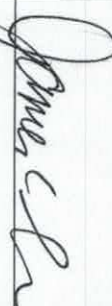
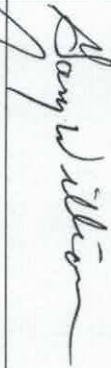
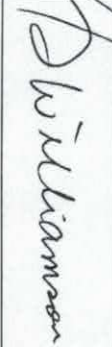
Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Darrin Chetson	179 Bastrop Bay 2nd Fl	"	12-24-65	2189325718	Bastrop		6-6-24
Jacob Shannon	1413 NE Whitfield Smithville TX	"	12/11/86	1137196421	Bastrop		6/6/24
Mika Gepner	525 Union Chapel Rd, Cedar Creek	"	4-6-54	1043167451	Bastrop		6-6-24
Marianne M Gepner	527 Union Chapel Rd, Cedar Creek TX	"	8-20-55	1043162442	Bastrop		6-6-24
Nicholas Goetz	345 Community Center Rd, Rosanky TX	"	11/24/90	1162671151	Bastrop		6/6/24
JAMES C. GREEN	123 Hedgeford Lane	"	10/3/1949	1126390225	Bastrop		6/6/24
Barbara Cook	178 Oak Forest Dr Cedar Creek TX	"	6-6-61	1043088428	Bastrop		6/6/24
Gary Williamson	115 Akala Ln Bastrop TX	"	8/14/44	1147654580	Bastrop		6/6/24
Greenda Williamson	115 Akala Lane Bastrop TX	"	01/04/47	1058854377	Bastrop		04/04/24
Renee Leann Johnson	105 Akala Ln Bastrop TX	Same	7-25-70	1150333708	Bastrop		6/6/24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Joseph Steff Adair	105 Akala Ln Bastrop	same	1-31-59	2134976006	Bastrop	<i>Joseph Steff Adair</i>	4/16/24
Edward Platts	120 Akala Ln						
WALTER CHARLES WORTH	109 AKALAN BASTROP	SAME	5/12/65	1043369111	BASTROP	<i>Walter Charles Worth</i>	6/6/24
DANA Charlesworth	109 Akala Ln. Bastrop, TX	same	1/17/66	1043369592	Bastrop	<i>Dana Charlesworth</i>	6/6/24
MICHAEL BLAND	141 FIMBATH BASTROP, TX	same	10/25/65	1043271557	BASTROP	<i>Michael Bland</i>	6/6/24
Tinaothy Ritchie	1414 BLAKET FLOWER BASTROP	same	9-1-64	1171005473	BASTROP	<i>Tina Ritchie</i>	6/6/24
DAVID EULER	125 HERFORD LANE	same	6-8-53	1202752096	BASTROP	<i>David Euler</i>	6/6/24
CAROL EULER	125 HERFORD LANE	same	11-24-53	1202818058	BASTROP	<i>Carol Euler</i>	6/6/24
Kristal Gill	267 Pine Valley Dr Bastrop	same	7-5-82	1179489018	BASTROP	<i>Kristal Gill</i>	6/6/24
COIT Kessler	242 Pine Tree Loop Bastrop	same	03/27/72	1162612414	BASTROP	<i>Coit Kessler</i>	6/16/24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (Printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Beth Guenther	110 Canary Elgin TX 78621	same	5/31/51		Bastrop	Beth Guenther	6/6/24
Richard Guenther	110 Canary Elgin TX 78621	same	2/6/1949	104 309 3418	Bastrop	[Signature]	6/6/24
Renée Kilgoy	250 George Noggin Ln	Bastrop 78602 same	12/27/58	1124 399 510	Bastrop	Renée Kilgoy	6/6/24
Lisa Gossett	316 Schaefer Blvd Bastrop TX 78602	same	2/19/65	1159 38 3830	Bastrop	Lisa Gossett	6/6/24
Steve Pogg	539 Hwy Elgin TX 78621		3-18-61		Bastrop	[Signature]	6-6-24
Ramona Arnold	539 Hwy Elgin TX 78621		3/9/50	104 309 459	Bastrop	[Signature]	6-6-24
Robert Cook	148 Park Dr Bastrop TX 78602	PO Box 531 Bastrop TX 78602	11-09-1960	104 310 1124	Bastrop	Robert Cook	6-6-24
Charles James	309 SE 7th Smithville TX	PO BOX 51 Smithville TX	4/5/70		Bastrop	Charles James	6/6/24
Cindi Cynthia Reed	258 TRIG RD	BASTROP TX 78602	7/14/64	11409 8742	Bastrop	Cindi Reed	6/6/24
Bander Markua	112 Sandper Bastrop TX 78602		5/11/63		Bastrop	Bander Markua	6/6/24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Charles Schmitz	299 Highline Dr.	" "	6/13/1931	1099549380	Bastrop		6/6/24
Vendy Knox	244 Pineview Dr. Bastrop	" "	10/25/1907	1178120625	Bastrop		6/6/24
Donna Goble	2022 Patton Ln.	" "	6-24-25		Bastrop		6-6-24
Conner Ray	78602 173 Synergy	" "	10-24-90	1154873622	" "		6-6-24
Anthony Vason	116 Lake Charlotte Crk Dr.	" "	1-14-73		Bastrop		6-6-25
Brian Sanford	255 Shadow Creek Dr.	" "	7-6-1958		Bastrop		6/6/24
Harrison Moe	709 Aster Pl	" "	6-21-90	1154349044	Bastrop		6/6/24
Jim Buggs	505 Bluffview Roadway	" "	11/1/67		Bastrop		6/6/24
Melissa Tharta	177 Cinnabar Lane, Bastrop TX	" "	04/15/91		Bastrop		6/6/24
Joselyn Luna	1933 Riverwood Dr 78002	" "	07/11/91	1988	Bastrop		6/6/24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name (Printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Residence	Owner Signature	Date
W.H. Vogt	110 Whiskey Creek Lane, Tr 75221		3-16-44		Bastrop	W.H. Vogt	6-6-24
Judy Wilke	"	10139891025	3-3-46	10139891025	Bastrop	Judy Wilke	6-6-24
John Kramer	277 Corralville	10139891025	12-10-50	10139891025	Bastrop	John Kramer	6-6-24
Joe Kramer	271 Corralville		12-21-53	1013988837	Bastrop	Joe Kramer	6-6-24
Shirley Creppon	322 S. AWEIC ELGIN	322 South Ave. C	8-7-45	10133337873	Bastrop	Shirley Creppon	6-6-24
Edna Johnson	ELGIN	101 Williamson Cove	02-28-37	1142702556	Bastrop	Edna Johnson	6-6-24
Amos	Elgin	729 Old Sayers Road, Elgin, Tr 7862	1949		Bastrop	Edna Amos	6-6-24
Liz Haisler	Elgin	148 Manek Rd.	3-7-54	10130007828	Bastrop	Liz Haisler	6-6-24
Mary Ella Withers	Lepton 227th May		4-14-40		Bastrop	Mary Ella Withers	6-6-24
James W. Withers	202 Fair May	P.O. Box 1158	10-14-39	10133330908	Bastrop	James W. Withers	6-6-24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Kenneth Rudon	107 Timber Hill & Cedar Creek	same	11/61/1949	10431730067	Bastrop	Jessica Rudon	6/6/24
Lila Warriner	111 Silver Spur Lane	Cedar Creek	7/7/1938	1133123008	Bastrop	Lila Warriner	6/6/24
Howard Hille	1407 Wilson St	Bastrop	11/21/1935		Bastrop	Howard Hille	6/6/24
Lydia Hille	407 Factor	Bastrop	8/28/1945		Bastrop	Lydia Hille	6/6/24
Erica Hille	407 Factor	Bastrop	6/10/70		Bastrop	Erica Hille	6/6/24
Michelle Sanders	1133 Sandina Trail	Bastrop	3/4/89		Bastrop	Michelle Sanders	6/6/24
General Sanders	16001 Pecan	Bastrop	4/21/1965		Bastrop	General Sanders	6/6/24
Edna Heller	328 FM 782 Road	Bastrop	6-18-37	1043075540	Bastrop	Edna Heller	6/6/24
Mike Rott	130 Sandina	same	1/23/37	1043201177	Bastrop	Mike Rott	6/6/24
	15457 N. 9th	same	6/30/42	1043102004	Bastrop	Mike Rott	6/6/24

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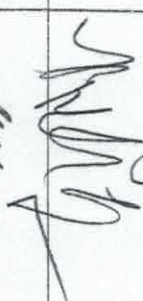
Owner Name(s) (Printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Emily Schmitzer	299 Highline Dr Bastrop, TX 78002	same	3/31/88	1158005419	Bastrop		6/6/24
Amadea Vasquez	116 Lake Charlotte Cir Dr Bastrop, TX	same	10/1/77		Bastrop	Amadea Vasquez	6/6/24
Nicola Cepazos	164 Hamilton Rd Bastrop, TX		10/18/62		Bastrop		6-6-24
Barbara Beggs	505 Bluffview Dr Bastrop, TX	same	10/24/62	1142033093	Bastrop	B. Beggs	6/6/24
Navell Garcia	479 TAYLOR LINE Dr Bastrop, TX	same	11/13 1958		Bastrop		6/6/24
Albino Fiasco	161 Cigas Lane 78602	SAME	06/22/1989		Bastrop	Albino Fiasco	6-6-24
Anara Lutiervel	961 Union Chapel Rd	PO BOX 214 Cedar Creek TX	01-34 89		Bastrop		6-6-24
Sammic weep	761 Union Charlie Rd	PO BOX 219 Cedar Creek TX	10-25 78		Bastrop		6-6-24
Andres Pavin	Post office 1 in Bastrop TX 78002	same	6-26-91		Bastrop		6-6-24
Heather Arnold	1133 FM 20	P.O. BOX 1 Bastrop	2/5/41		Bastrop	Heather Arnold	6-6-24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Ismael Vasquez	111 Pakoikilu Bastrop TX	same	7/20/50	1043241272	Bastrop	Ismael Vasquez	6/1/24
Wilde Vasquez	111 Pakoikilu Bastrop TX 78002	same	8/22/1944	10430004035	Bastrop	Wilde Vasquez	6/1/24
Mary Mast	122 Frontier Bastrop TX 78002	✓	10-7-51	2120821301	Bastrop	Mary Mast	6/6/23
David B. Fork	105 Packer Bastrop, TX	✓	12/28/50	1180910241	Bastrop	David B. Fork	6/6/23
Ellen Fork	105 Packer Bastrop, TX	✓	11/11/19	1180910275	Bastrop	Ellen M. Fork	6/6/23
Jeremy Monk	203 Katy Bastrop TX	same	10/10/75	1132618200	Bastrop	Jeremy Monk	6/6/24
Rex Drake	184 Kipahulu Bastrop	same	8/7/45	1217334510	Bastrop	Rex Drake	6/6/24
William Blackey	100 Remington Bastrop, TX	same	6/14/59	2149998809	Bastrop	William Blackey	4/6/23
Dee Jane	309 SE 1 st St, Bastrop	same	10/29/67		Bastrop	Dee Jane	6/6/24
RONALD HORNE	258 + RIBBLO BASTROP,	SAME	12/7/54	1140082948	BASTROP	RONALD HORNE	6/6/24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Kathleen K. Simeone	222 Smith Rd Bastrop, TX 78602	Same	11/08/1945	2178998602	Bastrop	Kathleen K. Simeone	6/6/24
Linda Falcon	2501 N. Main St Bastrop, TX 78602	Same	10/31/1944	1043347994	Bastrop	Linda Falcon	6/6/24
Robin Rudloff	111 Pinehill Dr Bastrop, TX 78602	Same	6/2/1964	1158811900	Bastrop	Robin Rudloff	6/6/24
Gregory and Collier	188 Simpson Cedar Creek	Same	10/11/36		Bastrop	Gregory and Collier	6/6/24
Robert Lauenby	346 Privades Del Valle, TX 78617	P.O. Box 352 Cedar Creek	3/20/45	1043087649	Bastrop	Robert Lauenby	6/6/24
Joan Baker	2158 Hwy 304 Smithville Bastrop, TX 78602	P.O. Box 352 Bastrop	8/15/48	104317196	Bastrop	Joan Baker	6/6/24
Charles Conteras	135 Pinecrest Ave. Bastrop	Same	9/10/46	1036002288	Bastrop	Charles Conteras	6/6/24
Carson Davis	135 Pinecrest Ave. Bastrop	Same	8/19/49	1036002328	Bastrop	Carson Davis	6/6/24
Army Baker	1346 Cortier Hwy 304 Bastrop	Same	11/11/46		Bastrop	Army Baker	6/6/24

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Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Suzanne Cavallaro	230 Long Tr.	Smithville	3/1/51	2142948663	Bastrop	Suzanne Cavallaro	4/6/24
George V. Jones	220 Long Tr	"	1/16/52		"	George V. Jones	"
Wesley Jones	182 Fawnridge Rd.	Cedar Creek	10/16/11	114177428	"	Wesley Jones	6/6/21
Robert H. Allen Robert H. Allen	148 MARCEL RD	Ellen	2/1/58	1043251591	Bastrop	Robert H. Allen	4/6/21
William Allen	1415 Wacker	St. Anne	9/11/53	10411675513	Bastrop	William Allen	6/6/21
James Allen	"	"	9-7-50	1153394131	"	James Allen	6-6-21
John Allen	293 Blair	"	12-6-40	1043267275	"	John Allen	6/6/21
VERLYNE H. Allen	390 PLEASANT GROVE ROAD ELGIN, TX	"	11-08-39	1043134423	Bastrop	Verlyne H. Allen	6/6/21
Ricky H. Allen	1815 OLD PRAIRIE TR	FAIRBANKS	12/12/51	1121032393	"	Ricky H. Allen	"
Virginia Howe	1875 Old Potato Paige Road	"	10/26/49	2149998876	"	Virginia Howe	"

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Melvin Terry Anthony Terry	156 Wakefield 18602	same	10/2/82	2185071584	Bastrop		6-6-24
Clark Cotton	1508 Ryan Street	same	02/12/89	2155484474	Bastrop		6-6-24
Dani Jones	1906 Dragonfly Loop	→	9-9-77	2170055458	Bastrop	Dani Jones	6-6-24
Bendon Colease	116 Lemel Crescent Trail	same	2/14/77	2100789137	Bastrop	Bendon Colease	6/6/24
Aaron Mandel	112 Grandpré Lane	same	6/20/80		Bastrop		6/6/24
Lon Bervist	117 Clear water Pass	Bastrop 78602	6/7/55	1132990357	Bastrop	Lon Bervist	6/6/24
Harold Symonds	111 Symonds	Smithville 78757	07/04/47	1043000452	Bastrop	Harold Symonds	06/06/24
Delvin Beckwith	144 Mokuleia Bastrop TX 78004	" 78757 "	12/1/81		Bastrop		6/6/24
Tony Witherott	527 Lower Cigna Rd	"	10/13/60	10434130995	Bastrop		6/6/24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

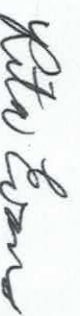
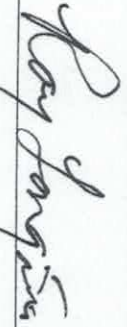
Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Margie Morales	112 Plumbago Ln Bastrop, 78602		03/12/81		Bastrop		06-06-19
Hilda Noreno	112 Plumbago Ln Bastrop, 78602		01/24/1985		Bastrop		06/06/24
Allison Eyrns	229 Makah Dr Bastrop TX		8/26/91	1106748920	Bastrop		06/06/24
Alice Verschueren	2483 High Eagleview Rd cedar Creek		8/26/91 3/13/56		Bastrop		6/6-24
Rita Evans	247 Knappeville Bastrop TX 78602		12/1/54	1043349148	Bastrop		6/6/24
Jeff Rietz	361 AKACOA DR BASTROP TX 78602		3/3/66		BASTROP		6/6/24
Davie Loker	267 Knappeville Ln 78602 BASTROP, TX	Same	04/11/1949	1000595014	Bastrop		06/06/24
Ray Longoria	328 Plom 78602 Bastrop, Tex	Same	1-4-54	1043367104	Bastrop		6-6-24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Patricia Lujan	122 W. Maunula Dr. Bastrop, TX 78002	122 W. Maunula Dr. Bastrop, TX 78002	3/27/78	1192239133	Bastrop	Patricia Lujan	6-6-24
Barbara Brown JEAN	234 Pleasant Grove Rd Elgin, TX 78621	234 Pleasant Grove Rd Elgin, TX 78621	04/26/64	1170166078	Bastrop	Barbara Brown	6-6-24
Jay Morgan	235 Flaming Oak Bastrop, TX 78002	235 Flaming Oak Bastrop, TX 78002	12/14/82	2133262533	Bastrop	Jay Morgan	6-6-24
Patricia Cantu-Barnes	17350. Buckhorn Dr Bastrop, TX 78002	17350. Buckhorn Dr Bastrop, TX 78002	06/26/63	1072275666	Bastrop	Patricia Cantu-Barnes	6-6-24
Rick Irvine Torres Rendon	115 Rampland Rd. Bastrop, TX 78002	115 Rampland Rd. Bastrop, TX 78002	10/05/87		Bastrop	Rick Irvine	6-6-24
Osma Lendar M	115 Rampland Rd Bastrop, TX 78002	115 Rampland Rd Bastrop, TX 78002	02/12/84	1131867765	Bastrop	Osma Lendar M	6-6-24
Amara Leigh Homestay	120 Ponderosa Bastrop, TX 78002	120 Ponderosa Bastrop, TX 78002	8/8/74	104323055	Bastrop	Amara Leigh Homestay	6/7/24
Dawn Hedgcock	532 Pine Tree Loop Bastrop, TX	532 Pine Tree Loop Bastrop, TX	5/12/66	1194031521	Bastrop	Dawn Hedgcock	6/7/24
Jesse Hedgcock	532 Pine Tree Loop Bastrop, TX	532 Pine Tree Loop Bastrop, TX	1/31/66	103289475	Bastrop	Jesse Hedgcock	6/7/24
Carl Lige Brown	234 Pleasant Grove Rd Elgin, TX	234 Pleasant Grove Rd Elgin, TX	8/11/69	1173486670	Bastrop	Carl Lige Brown	6/7/24

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Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

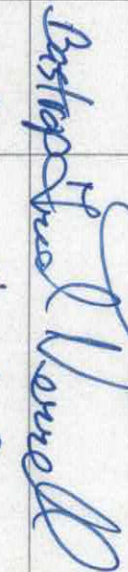
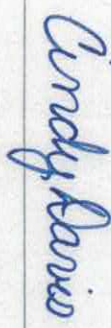
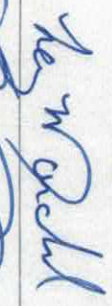
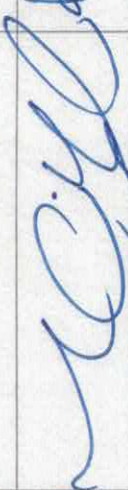
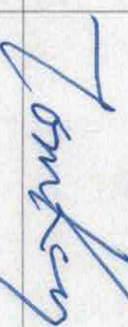
Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Debbie Soper	501 Bourbon St Smithville, TX	Same	5/13/ 1960	—	Bastrop		6/6/24
Joseph Marguerite	108 Wilkes St Smithville, TX	P.O. 55 Smithville, TX	9/19/ 1925		Bastrop		6/6/24
Tommy A. Carrell	1405 SE Wilke Head St Smithville, TX	Same	11/18/69		Bastrop		6/6/24
Fred Veirell	1176 Jones St #5 Smithville, TX	Same	4/7/54		Bastrop		6/6/24
Cindy Davis	129 Justin Davis Ln. Smithville, TX	Same	8/30/51	04901926	Bastrop		6/6/24
Greg McDonald	584 FM 2104 Smithville 74 7895	Same	3/22/94		Bastrop		6/6/24
Mary Bednos	401 Main St. Smithville, TX	Same	12/22- 1907		Bastrop		6.6.24
Meagan McElornick	104 Gresham Street Smithville, TX 78957	*	1-28- 1960		Bastrop		6/6/24
Tom Key	1407 N.E. 7th S.V. 78957	Same	6/24/ 83		Bastrop		6/6/24
Kathy Lytkinen	132 Ann Roach Road	Same	10/11/84		Bastrop		6/6/24

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Nicole Zimmermann	203 Turner Smithville	203 Turner	2/8/91		Bastrop	Nicole Zimmermann	6-10-24
Chris Grover	1459 FM 259 Smithville	Same	7/7/70		Bastrop	Chris Grover	6-6
Wilfred Grover	256 AT Rd Smithville	Same	4/22/29		Bastrop	Wilfred Grover	6-5-24
Karen Thompson	405 Short Smithville	Same	3/2/65		Bastrop	Karen Thompson	6/6/24
Douglas Adams	407 W. Wetherhead Street Smithville TX	Same	6-8-1944		Bastrop	Douglas Adams	6-6-24
Tara Helgren	279 Mark Downing Smithville TX 79951	PO Box 190	7/21/81		Bastrop	Tara Helgren	6-6-24
Bryan Binyon	305 Colorado Smithville TX 79957	Same	8/10/56		Bastrop	Bryan Binyon	6/6/24
Chelsea Ninkamp	1421 NE 8th St. Smithville 78157	Same	9/5/81		Bastrop	Chelsea Ninkamp	6/6/24
Josh Phillips	148 Peace Pipe Smithville TX 79957	Same	10/16/91		Bastrop	Josh Phillips	6/6/24
Devin Phillips	148 Peace Pipe Smithville TX 79957	Same	10/27/97		Bastrop	Devin Phillips	6/6/24

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Tiffany Egli	607 Short St Smithville TX 78957	→	11/6/92		Bastrop	Tiffany Egli	6/6/24
Gay Barnes	402 4th Ave Smithville TX 78957		5/4/41		Bastrop	Gay Barnes	6/6/24
Ann Callan	214 Apple Ln Smithville TX 78957		3/23/67		Bastrop	Ann Callan	6/6/24
Toni Svrcek	1732 FM 2104 Pacato		4/30/68		Bastrop	Toni Svrcek	6/6/24
Lauren Glass	403 NE 1st St.		5/13/82		Bastrop	Lauren Glass	6/6/24
Victoria Allen	407 Hudson Smithville		8/29/54		Bastrop	Victoria Allen	6/6/24
Bob & Barbara	121 Jackson Smithville		11/02/56		Bastrop	Bob & Barbara	6/6/24
Silena Woods	106 Burleson Street Smithville, TX		2/24/1994		Bastrop	Silena Woods	6/6/24
JEFF TUTTCE	509 Mills St Smithville, TX		1/20/1962		Bastrop	Jeff Tuttle	6/6/24
Courtney Dyer	234 Antioch Rd Pike, TX 78669	→	4/5/1985		Bastrop	Courtney Dyer	6/6/24

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Rebecca Finkbeiner	404 Bishop St Smithville	"	5/14/61		Bastrop	Rebecca Finkbeiner	6-6-24
Heidi Goco	105 Oriat Bastrop		9/4/60		Bastrop	Heidi Goco	6/6/24
Steve Rogers	408 NW 2nd Smithville		10/63		Bastrop	Steve Rogers	06/06/24
James Curran	Cracker Hollow Smithville		5/62		Bastrop	James E Curran	6-6-24
Richard Rosen	701 Chestnut St	←	1/21/66		Bastrop ↓	Richard Rosen	6/6/24
Sandra Rosen	201 Gresham St Smithville, TX		10/69		Bastrop	ALL	6/6/24
Bernadette Now	604 W. Washington Smithville		4/28/65		Bastrop	ALL	6/6/24
Linda Voght	504 Windship Rd Paige, TX 78659		6/62		Bastrop	Linda Voght	6-6-24
Donna Fiebrich	134 Lazy Horse Trail Paige, TX 78659	P.O. Box 546 Bastrop, TX 78609	7/25/63		Bastrop	Donna Fiebrich	6/6/24
Richard Fiebrich	3021 Bishop St Smithville, TX 78659		11/1/68				

Exhibit "C"

Real Property Owners Qualified to Vote in Bastrop County for Proposed Bastrop County Emergency Services District No. 3

Owner Name(s) (printed)	Residence Address	Mailing Address	Date of Birth	Voter Registration Number	County of Registration	Owner Signature	Date
Michael Ely	407 Short St. Smithville TX		6/27/78		Bastrop	ME Ely	6/6/24
Matt Peterson	365 Crawford Smithville TX		6/20/62		B	Matt Peterson	6/6/24
Hinda Pence	365 Garwood Smithville TX		4/21/60		Bastrop	Hinda Pence	6/6/24
Aaron Rains	308 Lee St Smithville		12/31/62		Bastrop	Aaron Rains	6/6/24
Sammie Hill	159 Flower Hill Smithville TX		2/10/79		Bastrop	Sammie Hill	6/10/24
Travis Hill	159 Flower Hill Smithville TX		2-4-72		Bastrop	Travis Hill	6/6/24
Scott Wrenn	121 Jackson		2/11/62		Bastrop	Scott Wrenn	6/6/24
Taylor Fulmer	1419 NE 3rd St Smithville, TX 78747		5/16/96		Bastrop	Taylor Fulmer	6/6/24



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Historic Review Board 2024 First Quarter Report

DEPARTMENT: Community Services

PROPOSED ACTION: n/a

BACKGROUND:

n/a

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

n/a

ATTACHMENTS:

1. HRB 2024 First Quarter Report

- { } 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.

May 31st, 2024

Historic Review Board Quarterly Report to City Council

HRB meets monthly, typically on the 4th Wednesday of the month at 7:30am in the City Council chamber. Board members: Jake Carter, Barry Barker, Becky Davis, Caleb Dawson, Joan Godfrey, Robert Ryland, and Sheldon Johnson.

HRB reviews an alteration visible from the public right of way in the historic district. The area within the red dotted line in the attached map shows the district.

The board reviewed and approved zoning updates recommended by Development Services. The board reviewed and approved the following applications the first quarter of 2024.

New construction-

200-300 Block Depot Street- Sidewalk and Streetscape

Veterans Memorial Park Expansion- New construction, public art

Downtown Elgin
Zoning overlay – yellow and blue





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-June 4, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Regular Meeting Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the June 4, 2024 City Council Regular Meeting Minutes.

ATTACHMENTS:

1. City Council Regular Meeting Minutes- June 4, 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.



ELGIN CITY CITY COUNCIL MINUTES

June 4, 2024

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.

Present:

Theresa Y. McShan, Mayor
Matthew Callahan, Council Member
Al Rodriguez, Council Member
Forest Dennis, Council Member
Sue Brashar, Mayor Pro Tem
Joy Casnovsky, Council Member
Arthur Gibson III, Council Member
Chuck Swain, Council Member
YaLecia Love, Council Member

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Pam Sanders, HR Director
Amy Miller, Community Services Director
Chris Noble, Chief of Police
Michael Gonzalez, Public Works Director
Sonia Browder, Media Specialist
Dodie Navejas, UB Customer Service Manager
Esmeralda Rangel, Administrative Assistant

INVOCATION

Mayor Pro Tem Brashar 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 the Pledge of Allegiance to the Texas Flag.

PUBLIC HEARING

1. **PUBLIC HEARING ON AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION OF AND OPERATION OF AN AUTOMATIC CAR WASH FACILITY ON**

A PARCEL OF LAND KNOWN BY BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 8720039, SOLID GROUND REPLAT, LOT 3, ACRES 1.200, CITY OF ELGIN, TEXAS, BASTROP COUNTY, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Juan Gonzales, 504 West Brenham Street, states that he believes this project will cause more traffic and congestion. He wants to bring to attention how last year he and his neighbors were awoken at 3:00 a.m. by loud machinery caused by workers pouring concrete. He asked the city council to utilize the ordinance that prohibits construction work from 9 p.m.- 6 a.m. in or adjacent to any residential district and that anyone doing construction now or in the future be made aware of this.

Mayor McShan closed the public hearing.

PUBLIC COMMENT

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

CITY MANAGERS REPORT

1. **Presentation of the proposed 2024 City of Elgin Five-Year Capital Improvement Plan**
Mr. Mattis provided information on the 5-Year Capital Improvement Plan with hard copies being provided to the City Council. Mr. Mattis noted that in the year 2017–2023, the City has put over 66 million dollars in capital improvements on the ground. Over 42% of the 66 million dollars came from grants, impact fees, and developer contributions. He stated that the current recommendation that will be included in the budget is just under 14 million dollars in city infrastructure, which includes an 11 million dollar grant the city has received from the general land office to rebuild County Line Road and Kennedy Street, with a focus on improving drainage. Mr. Mattis provided details regarding the Harvest Ridge MUD and the potential of having a specific area annexed into the city limits. Mr. Mattis also reiterated that the 5-year CIP is not official funding nor approval of projects, but it does enable the council and city staff to get on the same page about what major expenditures are expected. Mr. Mattis provided the 5-Year Capital Improvement Plan tentative schedule and answered questions and comments made by the Council.
2. **General Activity Report and/or Project Update**
There was no further discussion.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes-May 21, 2024**
The minutes were approved on the consent agenda.
2. **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 approved on the consent agenda.

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

NEW BUSINESS

- 1. AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION OF AND OPERATION OF AN AUTOMATIC CAR WASH FACILITY ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 8720039, SOLID GROUND REPLAT, LOT 3, ACRES 1.200, CITY OF ELGIN, TEXAS, BASTROP COUNTY, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

Mr. Mattis provided information and answered questions from the council. Mr. Namak, an engineering representative leading the project, provided details of how the car wash would function and its business operation hours. Discussion continued. Mayor Pro Tem Brashar made a motion to approve the ordinance. Ms. Love seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS

Mayor Pro Tem stated that the Elgin SPJST has its 50th anniversary this Saturday. Mr. Mattis provides a comment about how Veterans Park development is going smoothly. Ms. Miller stated that Saturday, June 15th, is Thomas Park's grand opening. The Juneteenth celebration will be on the second weekend of June with a street dance on Friday night and the parade and festival on Saturday, traffic delays are expected. Parks and Recs are implementing their mobile Rec Program. Western Days will be held on June 22nd. This summer the library has a pilot project to make a book bus funded by the Texas Methodist Foundation with huge help from Friends of Elgin Parks and Elgin ISD. Ms. Miller also stated that the pool is open and summer reading has begun.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:25 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 EXECUTION OF PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Community Services

PROPOSED ACTION: Approve resolution.

BACKGROUND:

Contract was executed on 08/10/2020 to construct sidewalks to fill the gaps in the pedestrian network in City of Elgin to include the construction of pedestrian improvements at rail crossing at East Alamo Street. Work in the Union Pacific right of way requires a public highway at grade crossing agreement. On March 5, Council approved an AFA with TXDOT approving the estimated budget increase with TXDOT providing an additional \$217,478 for the project to cover the expense related to construction in Union Pacific right of way. This is an agreement with Union Pacific for work in their right of way to support the sidewalk project. The sidewalk project also has construction on Martin Luther King Boulevard, ultimately creating safe connections between Booker T. Washington Elementary school, Thomas Memorial Park, Downtown, Public Housing authority, Senior Citizens Aid Inc., and Maple Lane Apartments. TXDOT will provide an additional \$217,478 for the project.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve resolution.

ATTACHMENTS:

1. Resolution-at Grade Crossing Union Pacific Alamo Street
2. 0784681 Public Highway At Grade Crossing (E Alamo St) DOT 416292B Elgin TX

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING
EXECUTION OF PUBLIC HIGHWAY AT GRADE CROSSING
AGREEMENT WITH UNION PACIFIC RAILROAD; AND MAKING
CERTAIN FINDINGS RELATED THERETO**

WHEREAS, on January 30, 2020, via Minute Order 115662, the Texas Transportation Commission authorized Elgin Schools to Downtown Connections project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the City Council of the City of Elgin approved a resolution on July 7, 2020 authorizing the execution of an AFA with TxDOT for the Project, which was executed on August 10, 2020; and

WHEREAS, The City Council of the City of Elgin approved an amendment to that AFA on March 5, 2024 securing additional federal Section 130 funds to complete work for the Project within the rail right-of-way on East Alamo Street; and

WHEREAS, the Section 130 funds do not require a local match; and

WHEREAS, the Governing Body of the City of Elgin desires to reaffirm its support of the Project and approve and authorize the execution of Public Highway At Grade Crossing Agreement.

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. Mayor Theresa McShan is authorized to execute Public Highway At Grade Crossing Agreement.

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 18th day of June, 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

East Alamo Street
DOT 416292B
MP 935.04 – Waco Subdivision
Elgin, Bastrop County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF ELGIN**, a municipal corporation or political subdivision of the State of Texas to be addressed at P.O. Box 591, Elgin, Texas 78621 ("Political Body").

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing at grade public road crossing over East Alamo Street, DOT Number 416292B at Railroad's Milepost 935.04 on Railroad's Waco Subdivision at or near Elgin, Bastrop County, Texas.

The Political Body now desires to undertake as its project (the "Project") the reconstruction and widening of the existing at grade public road crossing for the addition of a sidewalk. The road crossing, as reconstructed and widened is hereinafter the "Roadway."

The Railroad right of way being utilized for the existing at grade public road crossing is not sufficient to allow for the reconstruction and widening of the Roadway. Therefore, under this Agreement, the Railroad will be granting additional rights to the Political Body to facilitate the reconstruction and widening of the Roadway. The portion of Railroad's property that Political Body needs to use in connection with the Roadway (including the right of way being utilized for the existing at grade crossing) is shown on the Railroad's location print marked **Exhibit A** and the Political Body's type, size and location prints of the Project marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBIT B

The general terms and conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **FIVE THOUSAND DOLLARS (\$5,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Roadway over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the

insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP Project No. 0784681

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated September 21, 2023, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is One Hundred Sixty-Five Thousand Three Hundred Eighty-Eight Dollars (\$165,388.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate may not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project and final billing to the Political Body within three hundred sixty-five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Project Manager has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes

no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in

connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

**Section 11. CONDITIONS TO BE MET BEFORE
POLITICAL BODY CAN COMMENCE WORK**

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

**Section 14. SPECIAL PROVISIONS PERTAINING TO AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009**

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political

Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

Section 15. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the original agreement either governing currently, or any agreement to be found in the future at the existing at-grade crossing, shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

Section 16. ANNUAL SURFACE MAINTENANCE

A. The Railroad shall maintain the crossing surface between the track tie ends at Political Body's expense. Effective as of three years from effective date of this Agreement, Political Body agrees to pay to Railroad the sum of Two Thousand One Hundred Fourteen Dollars (\$2,114.00) per annum, payable annually in advance, as payment for Railroad's maintenance of the surface between track tie ends located within the Crossing Area. See **Exhibit C**. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the area between lines two (2) feet outside of the rails of each track. See lower left hand corner of **Exhibit C**.

B. The above annual surface maintenance fee may also be re-determined by the Railroad at any time subsequent to the expiration of five (5) years following the date on which the annual surface maintenance fee was last determined or established. Any such changes in the annual surface maintenance fee may be made by means of automatic adjustment in billing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY

(Federal Tax ID #94-6001323)

By: _____

Printed Name: _____

Title: _____

CITY OF ELGIN

By: _____

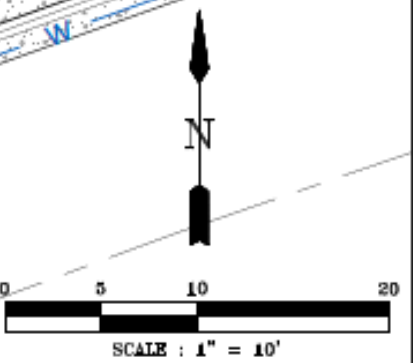
Printed Name: _____

Title: _____

**EXHIBIT A
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)

CITY OF ELGIN
EXHIBIT A



E ALAMO STREET
ASPHALT

Crossing Area

LEGEND



**EXHIBIT A-1
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit A-1 will be the Political Body's type, size and location prints of the Project (see Recitals)

F:\WORK IN PROGRESS\ELGIN\438899 ELGIN SRTS 2021 SIDEWALKS\500 CAD-GS DRAWINGS\501.4 WORKING DWGS\CIVIL\6 E ALAMO STREET PROPOSED SIDEWALK IMPROVEMENTS 1.DWG - 7/25/23

PROPOSED IMPROVEMENT PLAN NOTES:

1. INSTALL 5" CONCRETE SIDEWALK PER CITY OF ELGIN DETAIL S-1 SHEET 11.
2. INSTALL CONCRETE CURB AND "CATCH" GUTTER PER CITY OF ELGIN DETAILS S-13 SHEET 11.
3. INSTALL CONCRETE LAYDOWN CURB.
4. INSTALL VALLEY GUTTER TO THE EXTENTS SHOWN ON THE DRAWINGS.
5. INSTALL ASPHALT PAVEMENT PER DETAIL SHEET 11. THREE FOOT TYPICAL WIDTH.
6. INSTALL PARALLEL CURB RAMP PER CITY OF ELGIN DETAIL , M-1 SHEET 13.
7. INSTALL PERPENDICULAR CURB RAMP PER CITY OF ELGIN DETAIL M-1 SHEET 13.
8. INSTALL DIRECTIONAL CURB RAMP PER CITY OF ELGIN DETAIL M-2 SHEET 13.
9. DOWEL PROPOSED SIDEWALK INTO EXISTING CURB WITH #4 BARS 15" LONG DOWELED INTO CONCRETE @ 24" OC
10. NEW LOCATION OF RELOCATED SIGN INSTALL NEW WEDGE ANCHOR PER TXDOT DETAILS SMD (TWT)-08 SHEET 18.
11. NEW LOCATION OF RELOCATED MAILBOX.
12. INSTALL 24" WIDE WHITE SOLID REFLECTIVE PAVEMENT MARKINGS TO STRIPE PROPOSED CROSSWALK AND/OR STOP BAR. SEE TXDOT DETAIL PM(4)-22 SHEET 18.
13. INSTALL DRIVEWAY WITH SIDEWALK ADJACENT PER CITY OF ELGIN DETAIL M-5 SHEET 12. CONCRETE SIDEWALK SHALL BE 6" THICK
14. TRANSITION FROM FULL HEIGHT CURB TO 0" CURB TO MATCH RAILROAD CROSSING MATCH EXISTING ELEVATION.
15. EXTEND WATER LINE AND RELOCATE EXIST FIRE HYDRANT PER CITY OF ELGIN DETAIL W-4 SHEET 13.
16. INSTALL SIDEWALK DRAINAGE STRUCTURE PER DETAIL SHEET 11 MEETING HL-93.
17. INSTALL SAW TOOTH CURB PER DETAIL SHEET 11.
18. NEW LOCATION OF RELOCATED SIGN. INSTALL NEW WEDGE ANCHOR PER TXDOT DETAIL SMD (TWT) SHEET 18.

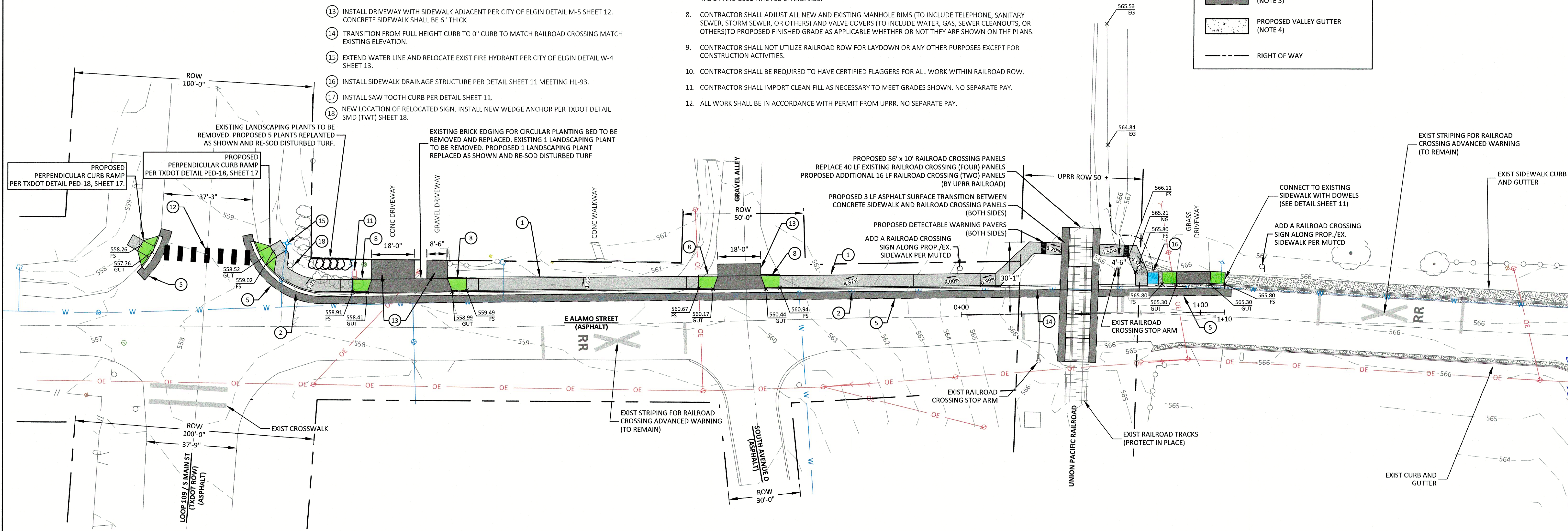
NOTES:

1. REGARDLESS OF PROPOSED GRADE ELEVATIONS SHOWN, FOR ALL RAMPS, SIDEWALK, STEPS, HANDRAILS, AND OTHER PEDESTRIAN ELEMENTS CONTRACTOR SHALL MEET THE REQUIREMENTS FOR BOTH THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND WITH THE AMERICANS WITH DISABILITIES ACT (ADA) FOR ACCESSIBILITY. SIDEWALK LONGITUDINAL SLOPES SHALL NOT EXCEED 5.0% TRANSVERSE SLOPES SHALL NOT EXCEED 2%. SIDEWALK RAMP LONGITUDINAL SLOPES SHALL NOT EXCEED 8.33% AND ADJACENT SIDE FLARES SHALL NOT EXCEED 10%. SIDEWALK SLOPES SHALL BE TYPICALLY SLOPE 1.5% UNLESS OTHERWISE NOTED. SLOPE TOWARDS THE STREET.
2. ENSURE THAT EXISTING DEVELOPMENTS ARE NOT NEGATIVELY AFFECTED BY CHANGES TO DRAINAGE PATTERNS DURING CONSTRUCTION. ONCE CONSTRUCTION IS COMPLETE PRE-EXISTING DRAINAGE CONDITIONS SHALL REMAIN.
3. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AT ALL TIMES DURING CONSTRUCTION, EXCEPT AS INDICATED IN CONTRACTORS APPROVED SCHEDULE.
5. ALL JOINTS TO MATCH EXISTING PAVEMENT SHALL BE SAW CUT. EXACT LOCATION OF ALL SAW CUT LINES MAY BE ADJUSTED OR DETERMINED IN THE FIELD BY CITY STAFF F LOCATION ON PLANS IS NOT CLEARLY SHOWN, OR EXISTING PAVEMENT CONDITION REQUIRES RELOCATIONS.
6. TEMPORARILY RELOCATED EXISTING PERMANENT SIGN ASSEMBLIES TO TEMPORARY SUPPORTS AS DIRECTED.
7. ALL EXISTING SIGNAGE IN CONFLICT WITH CONSTRUCTION SHALL BE RELOCATED IN ACCORDANCE WITH TXDOT AND 2011 TMUTCD STANDARDS.
8. CONTRACTOR SHALL ADJUST ALL NEW AND EXISTING MANHOLE RIMS (TO INCLUDE TELEPHONE, SANITARY SEWER, STORM SEWER, OR OTHERS) AND VALVE COVERS (TO INCLUDE WATER, GAS, SEWER CLEANOUTS, OR OTHERS) TO PROPOSED FINISHED GRADE AS APPLICABLE WHETHER OR NOT THEY ARE SHOWN ON THE PLANS.
9. CONTRACTOR SHALL NOT UTILIZE RAILROAD ROW FOR LAYDOWN OR ANY OTHER PURPOSES EXCEPT FOR CONSTRUCTION ACTIVITIES.
10. CONTRACTOR SHALL BE REQUIRED TO HAVE CERTIFIED FLAGGERS FOR ALL WORK WITHIN RAILROAD ROW.
11. CONTRACTOR SHALL IMPORT CLEAN FILL AS NECESSARY TO MEET GRADES SHOWN. NO SEPARATE PAY.
12. ALL WORK SHALL BE IN ACCORDANCE WITH PERMIT FROM UPRR. NO SEPARATE PAY.

LEGEND:

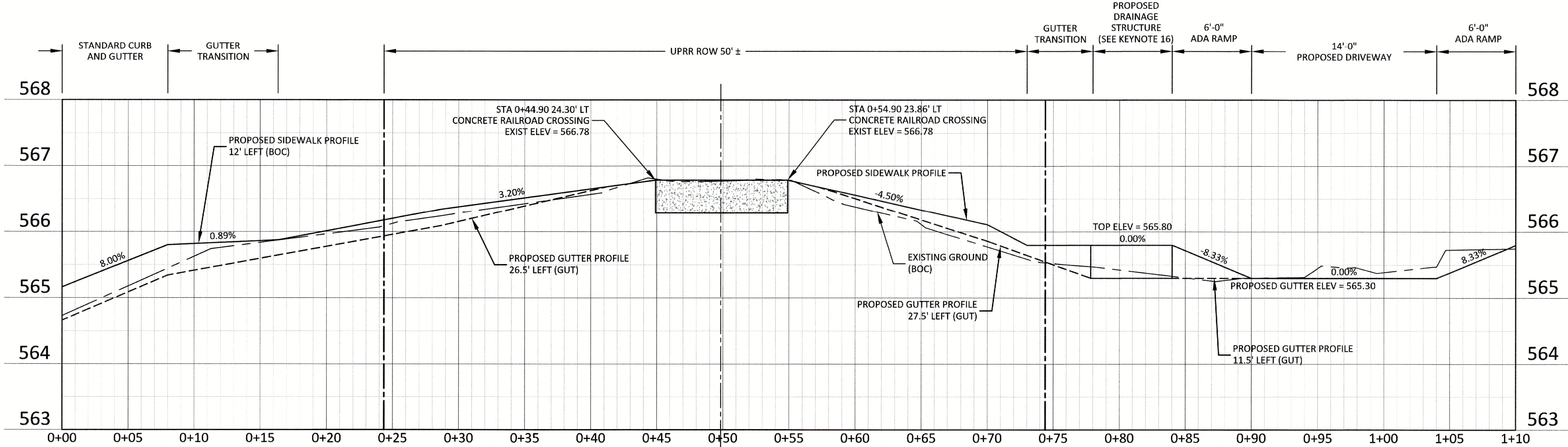
- PROPOSED SIDEWALK (NOTE 1)
- PROPOSED SIDEWALK DRAINAGE STRUCTURE
- PROPOSED DRIVEWAY (NOTE 13)
- PROPOSED ADA RAMP (NOTE 6, 7, OR 8)
- PROPOSED CROSS WALK (NOTE 12)
- FLOW DIRECTION
- PROPOSED ASPHALT REPAIR (NOTE 5)
- PROPOSED VALLEY GUTTER (NOTE 4)
- RIGHT OF WAY

20 10 0 20 40
SCALE : 1" = 20'



UTILITY NOTE:
UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION. ANY UTILITIES DAMAGED DURING CONSTRUCTION MUST BE REPAIRED IMMEDIATELY AND TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

SCALE:
HORZ: 1" = 5'
VERT: 1" = 1'



CITY OF ELGIN, TEXAS
ELGIN SRTS 2021 SIDEWALKS
E ALAMO STREET PROPOSED
SIDEWALK IMPROVEMENTS 1



SHEET
5

JUNE 2023



DATE	
REVISION	
NO.	
DESIGN BY:	CLIVINGSTON
DRAWN BY:	MISWEENEY
CHECKED BY:	JPERRY
SCALE:	AS SHOWN
JOB NUMBER:	438899

EXHIBIT B
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the

Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by the Railroad at the Political Body's expense.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the Political Body shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the

same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for

vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

**EXHIBIT C
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

Exhibit C (if applicable) will be Railroad's Material and Force Agreement Estimate.

Material And Force Account Estimate

Elgin

Estimate Number: 145760 Version: 1

Standard Rates: Labor Additive = 148.69%

Estimate Good Until 09/21/24

Location: WACO SUB, SIMN, 935.02-935.06
Description of Work: 416292B East Alamo Street Elgin TX 935.04 Waco Sub
Prepared For: Elgin
Buy America: Yes

COMMENTS	FACILITY	Description	QTY	UOM	UCST	LABOR	MATERIAL	TOTAL	UP %0	Agcy %100
ENGINEERING										
		Engineering	1	LS	24,991.00	24,991	0	24,991	0	24,991
		Bill Prep Fee - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Homeline Freight - Track Surface RECOLLECT	1	LS	900.00	0	900	900	0	900
		Foreign Line Freight - Track Surface RECOLLECT	1	LS	1,490.19	0	1,490	1,490	0	1,490
Sub-Total =						24,991	3,290	28,281	0	28,281
TRACK CONSTRUCTION - COMPANY										
		Mobilization: Company	1	DA	11,450.00	11,450	0	11,450	0	11,450
	RDXING	RDXING 136# CON10W PP PAN COMPLETE	56	TF	903.68	23,924	26,682	50,606	0	50,606
	TRACK	136# CWRIS0 24-8'6" PPHWD N 16 TP	24	TF	992.38	18,073	5,744	23,817	0	23,817
	COMPJT	Transition Rail - 136#	2	PR	7,138.69	6,497	7,780	14,277	0	14,277
Sub-Total =						59,944	40,206	100,150	0	100,150
TRACK REMOVAL - COMPANY										
	RDXING	Remove road crossing - concrete	40	TF	80.12	3,205	0	3,205	0	3,205
	TRACK	Remove Track	40	TF	31.29	1,252	0	1,252	0	1,252
Sub-Total =						4,456	0	4,456	0	4,456
SITE WORK - CONTRACT										
		Asphalt	1	LS	10,000.00	0	10,000	10,000	0	10,000
		Asphalt: Saw Cut	1	LS	2,500.00	0	2,500	2,500	0	2,500
Sub-Total =						0	12,500	12,500	0	12,500
EQUIPMENT RENTAL										
		Equipment Rental	1	LS	20,000.00	0	20,000	20,000	0	20,000
Sub-Total =						0	20,000	20,000	0	20,000
Total Wgt. in Tons = 232						Totals =	89,392	75,996	165,388	0 165,388

Est. Annual Mtc. Cost =

\$2,114

 Grand Total =

\$165,388

Please Note: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in the cost or amount of material or labor required, Elgin will pay actual construction costs at the current rates effective thereof.

**EXHIBIT D
TO
PUBLIC HIGHWAY AT-GRADE CROSSING AGREEMENT**

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representatives named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVES.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representatives or their duly authorized representative (the "Railroad Representatives"):

MTM: _____

PM: _____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Project No. 0784681

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.) Union Pacific's Third Party Flagging Policy at the link provided here: www.up.com/flagging

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

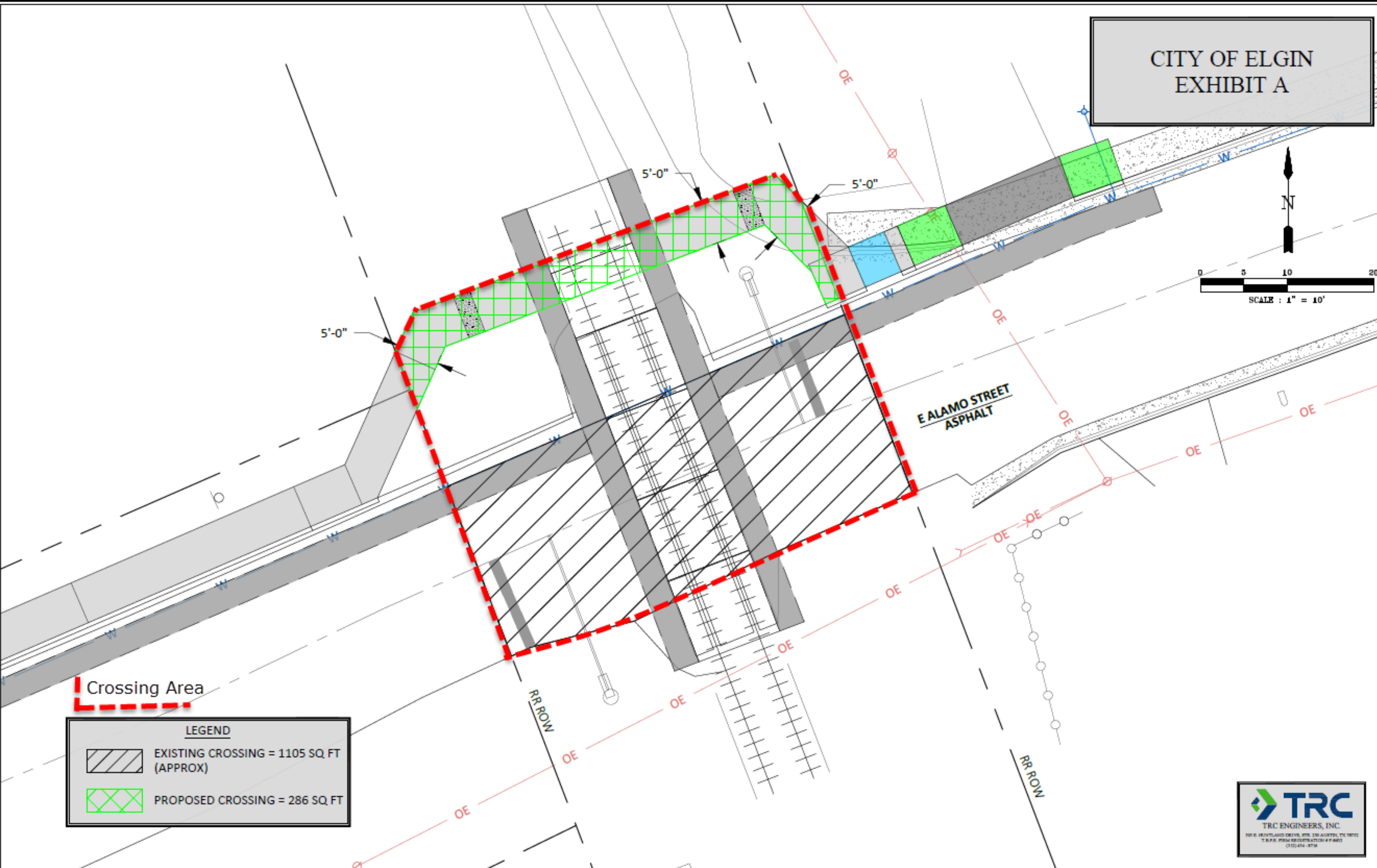
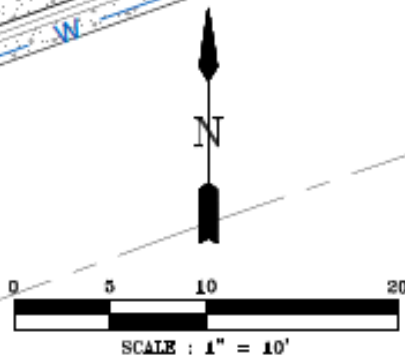
Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

CITY OF ELGIN
EXHIBIT A



Crossing Area

LEGEND	
	EXISTING CROSSING = 1105 SQ FT (APPROX)
	PROPOSED CROSSING = 286 SQ FT



EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at www.up.com/up-pat. This training is required to be completed annually.

C. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

D. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

E. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DÉCOR IQ HOLIDAY & EVENT SERVICES FOR HOLIDAY LIGHTING, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Community Services

PROPOSED ACTION:

BACKGROUND:

The City solicited bids for holiday lighting and received two proposals. IQ Decor provided the most competitive proposal which includes providing lights annually for three years at City Hall, the library, Veterans Memorial Park and the 200 block of Depot Street. This is a three-year lease. The company provides all the decor, repairs and maintenance if needed, installs in October and removes the decor in January. The cost is funded through Hotel Motel revenue.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve resolution

ATTACHMENTS:

1. ResDecorIQ
2. City of Elgin, Texas 2024 Holiday Decor RFP

{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.

{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 EXECUTE A
CONTRACT WITH DÉCOR IQ HOLIDAY & EVENT SERVICES
FOR HOLIDAY LIGHTING, AND MAKING CERTAIN
FINDINGS RELATED THERETO.**

WHEREAS, the Elgin City Council approved an annual holiday lighting plan in the Five Year Capital Improvements Plan and;

WHEREAS, Décor IQ submitted a complete and competitive bid to provide holiday lighting at City Hall, the library, Veterans Memorial Park and the 200 block of Depot Street and;

WHEREAS, Décor IQ is a qualified contractor and;

WHEREAS, staff recommends approving holiday lights contract 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 a contract in the amount of the proposal 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 18th day of June 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

City of Elgin, Texas 2024 Holiday Decor RFP

City of Elgin, Texas

Elgin, Texas

United States

Amy Miller

amiller@ci.elgin.tx.us

+15122293213

Reference: 20240531-094121290

Quote created: May 31, 2024

Quote expires: June 30, 2024

Quote created by: Hailey

Account Executive

hweidenfeller@decoriq.net

+12109125052

Comments from Hailey Weidenfeller

Payment Terms - 50% Deposit, 25% due at time of Installation, 25% due at time of Removal

Products & Services

Item & Description	Image	SKU	Quantity	Unit Price	Total
3-Year Lease City Hall - Warm White Tree Lighting - 70ct 4" Spacing LED Lease Option (Install/Strike)		3YRLEASE	1	\$5,931.88	\$5,931.88
3-Year Lease Veterans Memorial Park - Cool White Tree Lighting - 70ct 4" Spacing LED Lease Option (Install/Strike)		3YRLEASE	1	\$7,062.20	\$7,062.20
3-Year Lease 404 North Main Street - 4 trees - Warm White Tree Lighting - 70ct 4" Spacing LED Lease Option (Install/Strike)		3YRLEASE	1	\$2,615.63	\$2,615.63
3-Year Lease 200 Block of Depot Avenue Lamp Poles - 3 Ft. Pole Mount Silhouette LED Standard Snowflake		3YRLEASE	1	\$2,572.06	\$2,572.06

One-time subtotal	\$18,181.77
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Total	\$18,181.77
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Purchase terms

PAYMENT TERMS

By signing this proposal, client agrees to pay Decor IQ for the product outlined within. Payment beyond agreed due date will incur finance charges of 1.5% per month, or 18% per annum. Customer is responsible for all finance charges and collection efforts on unpaid balances. Payment beyond terms voids all warranties; both expressed and implied.

WARRANTY

Client warranty excludes defects or damage resulting from weather conditions or vandalism, including but not limited to wind, rain, snow, ice, extreme cold or theft. Please report warranty issues within 48 hours of identification.

TRANSIT DAMAGE

Client is responsible for reporting damage in transit within 5 days of delivery, which includes products lost in transit. All items received are to be inspected upon arrival by the client for missing pieces or visible damage. Any damages to items upon receipt must be noted on the delivery bill of lading and a claim filed directly with the delivery company/carrier. Photos/documentation providing evidence of damage must be filed with Decor IQ within 5 days of delivery.

RETURN POLICY

Products may be returned only after receiving an RMA# (Return Merchandise Authorization) from Decor IQ, and may be subject to a 20% restocking fee. Returns without an RMA# will not be accepted. Shipping charges are non-refundable. To receive credit for defective merchandise, it must be returned to Decor IQ in its original packaging. Used merchandise, unless found to be defective within the warranty period, cannot be returned. Custom products are non-refundable. Holiday products cannot be returned after October 15th & December 15th respectively.

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Amy Miller

amiller@ci.elgin.tx.us

[sig|req|signer1]

Payment Schedule

Name	Due	Amount
Payment 1	Upon receipt	\$9,090.88 (Due now)
Payment 2	Upon Install	\$4,545.45
Payment 3	Upon Removal	\$4,545.44

Questions? Contact me



Hailey Weidenfeller
Account Executive
hweidenfeller@decoriq.net
+12109125052

Decor IQ
1310 W. Laurel St
San Antonio, TX 78201
United States



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) inthe 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 \$51,868.10 for Bid Package #1 Payment Application #11 and \$530,694.70 for Bid Package #2 Payment Application #12.

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 18th day of June 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 AMENDING THE MASTER AGREEMENT WITH AQUA WATER SUPPLY REGARDING THE NORTHSIDE MEADOWS DEVELOPMENT SUBJECT TO TRANSFER TO ELGIN CCN FROM AQUA WATER CCN AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of an Amendment to Master Agreement with Aqua Water Supply to add the Northside Meadows Development.

BACKGROUND:

The Northside Meadows development has planned to remove itself from the Aqua water service area and join the Elgin CCN for sometime now this amendment to the agreement with Aqua Water Supply to add this development to the City of Elgin Service area.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of an Amendment to Master Agreement with Aqua Water Supply to add the Northside Meadows Development.

ATTACHMENTS:

1. RESNorthsidemedowsagreement
2. Exhibit B-11 - Northside Meadows - Partially Executed

{ } 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 AMENDING
THE MASTER AGREEMENT WITH AQUA WATER SUPPLY
REGARDING THE NORTHSIDE MEADOWS DEVELOPMENT
SUBJECT TO TRANSFER TO ELGIN CCN FROM AQUA
WATER CCN AND MAKING CERTAIN FINDINGS RELATED
THERE TO**

WHEREAS, A master agreement dated January 18th, 2022 established the terms and conditions Aqua Water supply agreed to transfer specific portions of its retail water area to Elgin; and,

WHEREAS, The planned development of “Northside Meadows” is currently in the Aqua Water Service territory; and,

WHEREAS, the area subject to conveyance has been reviewed by City staff and the City Engineer; and,

WHEREAS, Elgin has determined that it has sufficient water supplies available to provide water service to the area under consideration; and,

WHEREAS, staff now present this amendment to the master agreement with Aqua Water Supply to council for review and approval.

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 Mayor and or the City Manager is hereby authorized to execute the *Agreement amendment for Aqua Water Supply* and a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. 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 18th day of June 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

EXHIBIT "B-11"

Amendment to Master Agreement for Northside Meadows Residential Development Subject to Transfer to Elgin from the Aqua Water CCN

Title of Development: ADDITION TO NORTHSIDE MEADOWS (KUPPURAJ
SUBDIVISION)

Concept Plan ☒

Preliminary Plat ☐

Replat ☐

Short Form Plat ☐

Date of Approved Concept Plan or Plat: not yet approved

Name and Contact (Developer): Hariharan Kuppuraj

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, Aqua and Elgin approved an Amendment (B-8) to the Master Agreement in 2022 for the planned development of Northside Meadows which was in the Aqua Water CCN;

WHEREAS, the Developer wants to add an additional ten (10) acres to the development of Northside Meadows (“Addition to Northside Meadows”) and Elgin is interested serving the Addition to Northside Meadows, which has not yet been approved by the Planning and Zoning Commission for the City of Elgin; and

WHEREAS, the Addition to Northside Meadows 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 Addition to Northside Meadows 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 December 2022, the Aqua WSC Board adopted an increase in the rates paid by its members/customers in the amount of fifteen percent (15%). In November 2023, the Aqua Board, by resolution, increased 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. The calculation is as follows:

Number of acres under development X \$4485.00 = Total Compensation for Aqua Water CCN.

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

$$10 \text{ acres} \times \$4,485.00 = \$44,850.00$$

Section 1.03 – Additional Items Owed to Aqua

Elgin must provide to Aqua or pay for Aqua to obtain the following:

- A new 20' dedicated easement is needed along Klaus Lane for Aqua.
- Site plans must be provided to Aqua so that if driveways are proposed on top of Aqua assets, then Aqua may encase its existing line(s), move its fittings, and bore a new road crossing if needed. The encasement and relocations are to be funded by the owner/ City of Elgin.
- The customer meter will be returned to Aqua.

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

By:


President,

Date:

6/04/2024

ATTEST:

By:


Secretary, Board of Directors

Date:

6-4-24

ELGIN

By:

Date:

ATTEST:

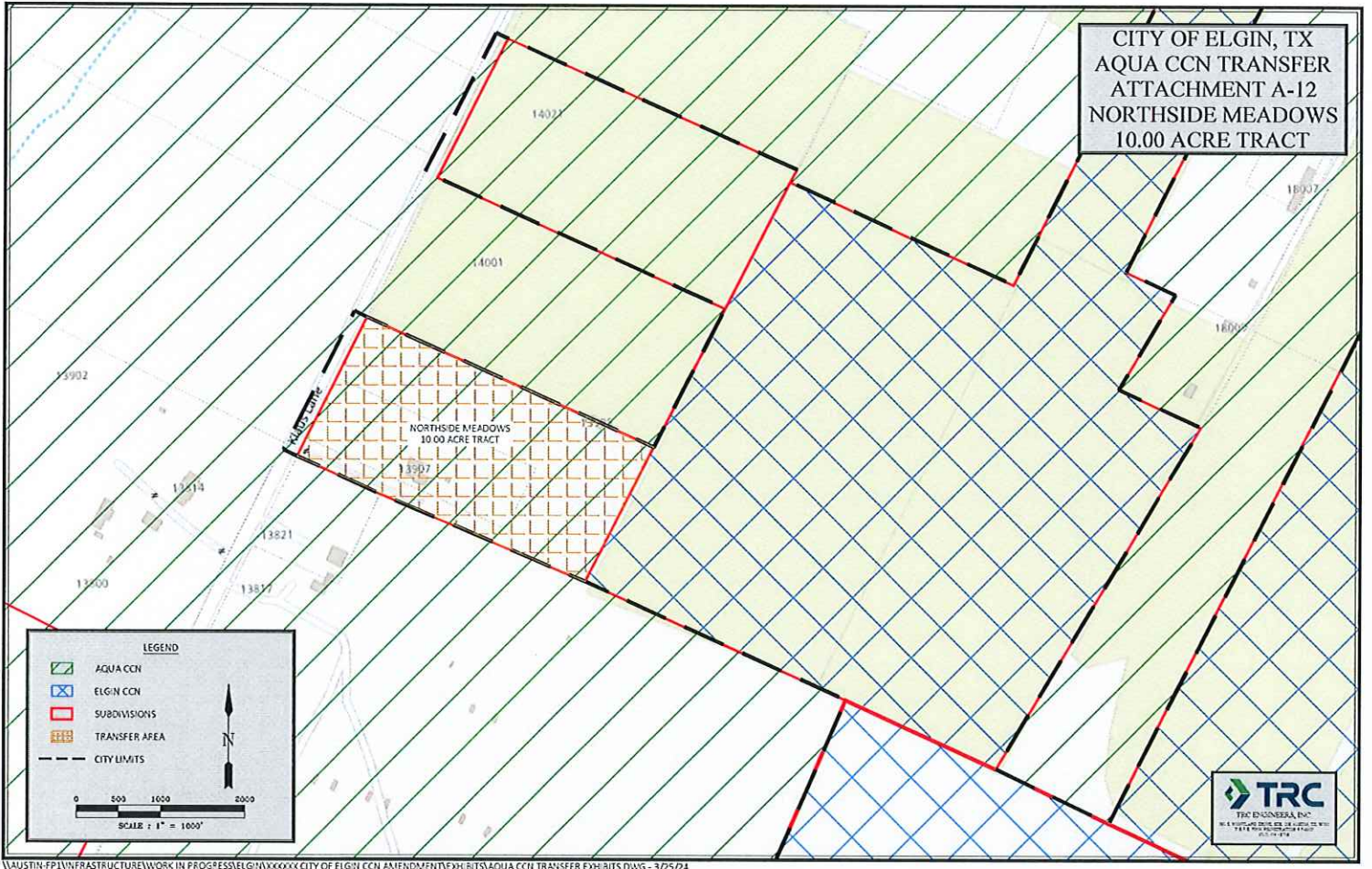
By:

Secretary

Date:

ATTACHMENT A-11

Map Showing the area of Aqua Water CCN subject to the transfer of
Addition to Northside Meadows



\\AUSTIN-FP1\INFRASTRUCTURE\WORK IN PROGRESS\ELGIN\XXXXXX CITY OF ELGIN CCN AMENDMENT\EXHIBITS\AQUA CCH TRANSFER EXHIBITS.DWG - 3/25/24



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of the proposed City of Elgin 2024 Five-Year Capital Plan (5YRCP).

DEPARTMENT: Executive

PROPOSED ACTION: No Council action proposed or requested at this time; This item is for a wide-ranging discussion and Q&A between Council and the staff as it relates to the City of Elgin 2024 Five-Year Capital Plan (5YRCP) as proposed by the City Manager. The 5YRCP will be considered for formal adoption at a future date (tbd by Council).

BACKGROUND:

Discussed at previous meetings; The 5YRCP is a comprehensive financial planning document describing all currently proposed capital expenditures within all city departments and operations for each of the next five years. The 5YRCP is designed to provide operations managers with the opportunity to look beyond the standard 12-month governmental funding cycle; while also providing Council and the administration with information necessary to achieve effective long-term financial planning.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Full discussion and review of the proposed 2024 Five-Year Capital Plan; and direction to staff, if any, regarding same.

ATTACHMENTS:

1. Mem5yrcpHist624

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

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

Memorandum

Date: June 13, 2024

To: Mayor and City Council

Subject: 20224 5YRCP Unfunded Project history



As part of the initial discussion regarding the proposed 2024 Five-Year Capital Improvement Plan (5YRCP) presented at the last Council Meeting, a request was made for additional information regarding the history of certain “Unfunded Projects”.

Following is the list of Unfunded Projects recommended by staff in the 2024 5YRCP that are proposed to be funded through a debt issuance in the coming months – and the number of years each project has been included in the annual 5YRCP, but without the necessary funding:

- Northwest Multi-Purpose Facility – **First year**
- Veteran's Park Expansion - Phase 2 – **Seven (7) years**
- Lexington Road Improvements – **Five (5) years**
- Shenandoah Park Walking Path – **Four (4) years**
- Downtown Alleys – **Seven (7) years**
- City Hall/Municipal Complex – **Seven (7) years**
- Taylor Lane Drainage Improvements – **Five (5) years (but discussed by Council years prior)**
- County Line Rd Improvements - Phase 3 – **Six (6) years**
- Veteran's Park Expansion - Phase 3 – **Seven (7) years**
- Westwind Lift Station – **First year**
- Avenue C Water Main – **Four (4) years**
- Water Treatment Plant Expansion – **Five (5) years (but discussed by Council years prior)**
- Water/Wastewater Line Replacements – **Six (6) years**
- Carlson Lane Water Main – **Four (4) years**

Please let me know if you have any additional questions.

A handwritten signature in blue ink, appearing to be "T. Mattis".

Thomas L. Mattis
City Manager