



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
July 16, 2024
6:30 PM**

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. Public Hearing On An Ordinance Of The City Of Elgin Texas, Adopting Chapter 214, Subchapter A, Of The Texas Local Government Code, Repealing Chapter 6, Article III. Unsafe Building Abatement Of The Elgin City Code And Repealing All Other Ordinances And Parts Of Ordinances In Conflict Herewith; Containing Penalties Not To Exceed Two Thousand Dollars (\$2,000) For Each Offense Except Where A Different Penalty Has Been Established By State Law And Each And Every Day Said Violation Is Continued Shall Constitute A Separate Offense; Providing For A Severability Clause; Providing A Repealer Clause, And Providing For Publication.**

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. PRESENTATION

VIII. CITY MANAGERS REPORT

- 1. Review and Discussion of a City Charter Review Process**
- 2. Board of Adjustments Quarterly Report**
- 3. Building Standards Commission Quarterly Report**
- 4. General Activity Report and/or Project Update**

IX. 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-July 2, 2024**
- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 16 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO**
- 3. A RESOLUTION TO APPROVE A NEW MUNICIPAL MAINTENANCE AGREEMENT (MMA) BETWEEN THE STATE OF TEXAS AND THE CITY OF ELGIN FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND OR PORTIONS OF STATE HIGHWAYS IN THE CITY; PROVIDE FOR A SAVINGS CLAUSE; REPEAL CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDE THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS STATED HEREIN.**
- 4. A RESOLUTION BY THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC). THE EXISTING INTERLOCAL AGREEMENT AND SUSTAINMENT FUNDING INTERLOCAL AGREEMENT ARE BEING COMBINED INTO ONE AGREEMENT.**
- 5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT OF WAY.**
- 6. REQUEST TO WAIVE OPEN CONTAINER ORDINANCE OCTOBER 24, 25 AND 26 FOR THE 37TH ANNUAL HOG EYE FESTIVAL.**

7. **CONSIDER REQUEST TO CLOSE STREETS FOR THE HOGYE FESTIVAL STREET DANCE FRIDAY OCTOBER 25 FROM 4PM TO MIDNIGHT ON DEPOT STREET FROM MAIN STREET TO AVENUE A FOR THE FREE STREET DANCE, AND ON SATURDAY, OCTOBER 26 FROM 8AM TO 7PM THE FESTIVAL GROUNDS LOOP 109 MAIN STREET FROM THE 400 BLOCK OF NORTH MAIN STREET TO THE 200 BLOCK OF SOUTH MAIN STREET, AUSTIN STREET, 1ST STREET, 2ND STREET, FROM THE UNION PACIFIC RAILROAD TRACKS TO AVENUE A AND CENTRAL AVENUE AND DEPOT STREET FROM MAIN STREET TO AVENUE A.**

X. NEW BUSINESS

1. **Board and Commission Appointment**
2. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS ADOPTING CHAPTER 214, SUBCHAPTER A, OF THE TEXAS LOCAL GOVERNMENT CODE, REPEALING ARTICLE III. UNSAFE BUILDING ABATEMENT OF THE ELGIN CITY CODE AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CONTAINING PENALTIES NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW AND EACH AND EVERY DAY SAID VIOLATION IS CONTINUED SHALL CONSTITUTE A SEPARATE OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION.**

XI. 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.

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. 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)229-3223 Please provide forty-eight hours notice when feasible.

I, Esmeralda Rangel, Assistant 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, July 12, 2024, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script that reads "Esmeralda Rangel". The signature is written in dark ink and is positioned above the printed name of the signatory.

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing On An Ordinance Of The City Of Elgin Texas, Adopting Chapter 214, Subchapter A, Of The Texas Local Government Code, Repealing Chapter 6, Article III. Unsafe Building Abatement Of The Elgin City Code And Repealing All Other Ordinances And Parts Of Ordinances In Conflict Herewith; Containing Penalties Not To Exceed Two Thousand Dollars (\$2,000) For Each Offense Except Where A Different Penalty Has Been Established By State Law And Each And Every Day Said Violation Is Continued Shall Constitute A Separate Offense; Providing For A Severability Clause; Providing A Repealer Clause, And Providing For Publication.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action is proposed or requested at this time; this item is to allow for public comments on the proposed Ordinance in accordance with State law.

BACKGROUND:

This is the second of the two required public hearings on this ordinance.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Ordinance Substandard Bldg

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

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

ORDINANCE NO. 2024-07-16-

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS ADOPTING CHAPTER 214, SUBCHAPTER A, OF THE TEXAS LOCAL GOVERNMENT CODE, REPEALING ARTICLE III. UNSAFE BUILDING ABATEMENT OF THE ELGIN CITY CODE AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CONTAINING PENALTIES NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW AND EACH AND EVERY DAY SAID VIOLATION IS CONTINUED SHALL CONSTITUTE A SEPARATE OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, it is deemed in the best interest of the City of Elgin for the health, safety, and welfare of its citizens that an ordinance be established to regulate substandard structures within the city of Elgin; and

WHEREAS, this ordinance shall be known as the “Substandard Building Abatement Ordinance” of the city of Elgin, Texas.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF ELGIN, TEXAS:

SECTION 1. There is hereby adopted, provisions of Chapter 214, Subchapter A, of the Texas Local Government Code, as amended from time to time, relating to dangerous structures.

SECTION 2. The 2021 International Building Code or the most recently adopted version of the International Building Code is adopted as the minimum standard for the continued use and occupancy of all buildings regardless of the date of construction.

SECTION 3. There is hereby repealed, Article III, sections 6-56 to 6-70 of the Elgin City Code, relating to unsafe building abatement.

SECTION 4. That if any provision of this ordinance or its application to any person or circumstances is held invalid for any reason, the invalidity does not effect any other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this extent the provisions of this ordinance are declared to be severable

SECTION 5. All other ordinances, parts of ordinances or resolutions in conflict with this ordinance are hereby repealed to the extent of any such conflict.

SECTION 6. A person who violates any provision of this ordinance or who fails to performs an act required by this ordinance that governs health and sanitation commits an offense and shall be guilty of a class “C” misdemeanor for each day or portion thereof during which the violation is continued. An offense under this ordinance is punishable by a fine not to exceed two thousand

dollars (\$2,000), or the amount fixed by State law if the violation is one for which the State has fixed a fine.

SECTION 7. The City Clerk is hereby authorized and directed to publish the caption of this ordinance, together with the penalty provision contained herein, in the manner and for the length of time prescribed by law.

SECTION 8. In accordance with the City Charter, this ordinance was introduced before the Elgin City Council on the 2nd day of July, 2024.

PASSED, APPROVED, and ADOPTED on the 16th day of July, 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary

**~~ARTICLE III. UNSAFE BUILDING ABATEMENT~~¹ **SUBSTANDARD BUILDING
ABATEMENT****

~~Sec. 6-56. Statement of purpose.~~

~~It is the purpose of this article to secure the beneficial interests and purposes thereof, which are public safety, health and general welfare, through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards incident to the construction, alteration, repair, removal, demolition, use and occupancy of buildings, structures or premises.~~

~~(Code 1990, ch. 3, § 2(A); Ord. No. 90-05, 3-6-1990)~~

~~Sec. 6-57. Definitions.~~

~~Words not defined herein shall have the meanings stated in the city adopted international code council codes. Words not defined in the city adopted international code council codes shall have the meanings stated in the Webster's 11th New Collegiate Dictionary, as revised.~~

~~*Approved* means approved by the building official or other authority having jurisdiction.~~

~~*Building* means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind which has enclosing walls for 50 percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof." For the purpose of this article each portion of a building separated from other portions by a fire wall shall be considered as a separate building.~~

~~*Building official* means the officer or other designated authority charged with the administration and enforcement of this article or his duly authorized representative.~~

~~*City* means the City of Elgin, Texas.~~

~~*County* means with respect to land located in Bastrop County, Bastrop County, Texas and, with respect to land located within Travis County, Travis County, Texas.~~

~~*Commission* means the city building standards commission.~~

~~*Department* means the development services department or other agency charged with the enforcement of this article.~~

~~*Owner* means any person, agent, firm or corporation having a legal or equitable interest in the property.~~

~~*Structure* means that which is built or constructed.~~

~~*Unsafe building* means any building or structure that has any of the following conditions, such that the life, health, property or safety of its occupants or the general public are endangered:~~

- ~~(1) — Any means of egress or portion thereof that is not of adequate size or is not arranged to provide a safe path of travel in case of fire or panic.~~

¹State law reference(s)—Unsafe buildings, V.T.C.A., Local Government Code § 214.001 et seq.

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- (2) ~~Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices and fire-resistive ratings, that is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.~~
 - (3) ~~The stress in any material, member or portion thereof, due to all imposed loads including dead load, that exceeds the stresses allowed in the standard building code for new buildings.~~
 - (4) ~~The building, structure or portion thereof that has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirement established by the city adopted international building code for new buildings.~~
 - (5) ~~Any exterior appendage or portion of the building or structure that is not securely fastened, attached or anchored such that it is capable of resisting wind, seismic or similar loads as required by the international building code as adopted by the city.~~
 - (6) ~~If for any reason the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.~~
 - (7) ~~The building, structure or portion thereof as a result of decay, deterioration or dilapidation that is likely to fully or partially collapse.~~
 - (8) ~~The building, structure or portion thereof that has been constructed or maintained in violation of a specific requirement of the codes or of a city, county or state law.~~
 - (9) ~~Any building, structure or portion thereof that is in such a condition as to constitute a public nuisance.~~
 - (10) ~~Any building, structure or portion thereof that is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or, which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.~~

(Code 1990, ch. 3, § 2(B); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § I, 2-4-2020)

~~Sec. 6-58. Scope.~~

~~The provisions of this article shall apply to all unsafe buildings or structures, as herein defined, and shall apply equally to new and existing conditions.~~

~~(Code 1990, ch. 3, § 2(C); Ord. No. 90-05, 3-6-1990)~~

~~Sec. 6-59. Alterations, repairs or rehabilitation work.~~

- (a) ~~Alterations, repairs or rehabilitation work may be made to any existing building without requiring the building to comply with all the requirements of the city adopted international building code provided that the alteration, repair or rehabilitation work conforms to the requirements of the building code for new construction. The building official shall determine, subject to appeal to the commission the extent, if any, to which the existing building shall be made to conform to the requirements of the city adopted international building code for new construction.~~
- (b) ~~Alterations, repairs or rehabilitation work shall not cause an existing building to become unsafe as defined in section 6-57.~~

(c) ~~If the occupancy classification of an existing building is changed, the building shall be made to conform to the intent of the city adopted international building code for the new occupancy classification as established by the building official.~~

(d) ~~Repairs and alterations, not covered by subsections (a) through (c) of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this article or in such manner as will not extend or increase an existing nonconformity or hazard, may be made with the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of the city adopted international building code for new buildings.~~

(Code 1990, ch. 3, § 2(D); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § I, 2-4-2020)

~~Sec. 6-60. Special historic buildings and districts.~~

~~The provisions of this article relating to the construction, alteration, repair, enlargement, restoration, relocation or moving buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the building official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings within historic districts. The applicant must submit complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.~~

(Code 1990, ch. 3, § 2(E); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § I, 2-4-2020)

~~Sec. 6-61. Maintenance.~~

~~All buildings or structures, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by the city adopted international building code in a building when erected, altered or repaired, shall be maintained in good working order. The owner, or his designated agent, shall be responsible for the maintenance of buildings and structures.~~

(Code 1990, ch. 3, § 2(F); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § I, 2-4-2020)

~~Sec. 6-62. Organization.~~

(a) ~~Enforcement officer.~~ The provisions of this article shall be enforced by the building official.

(b) ~~Restrictions on employees.~~ An officer or employee connected with the department shall not have a financial interest in the furnishing of labor, material or appliances for the construction, alteration, demolition, repair or maintenance of a building, or in the making of plans or of specifications therefor, unless he is the owner of such building. Such officer or employee shall not engage in any work which is inconsistent with his duties or with the interests of the department.

(c) ~~Records.~~ The building official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.

(Code 1990, ch. 3, § 2(G); Ord. No. 90-05, 3-6-1990)

~~Sec. 6-63. Powers and duties of the building official.~~

(a) ~~Right of entry.~~

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- (1) ~~The building official or his authorized representative may enter any building, structure or premises at all reasonable times to make an inspection or enforce any of the provisions of this article.~~
- (2) ~~When entering a building, structure or premises that is occupied, the building official shall first identify himself, present proper credentials and request entry. If the building, structure or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge of the building and demand entry. If entry is refused, the building official or his authorized representative shall have recourse to every remedy provided by law to secure entry.~~
- (3) ~~No person, owner or occupant of any building or premises shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the building official or his authorized agent for the purpose of inspections pursuant to this article. Any person violating this article shall be prosecuted within the limits of the law as established by the proper governing authority.~~
- (b) ~~Inspections.~~ The building official, the fire official and other authorized representatives are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this article.
- (c) ~~Requirements not covered by article.~~ Any requirement necessary for the strength or stability of an existing or proposed building or structure, or for the safety or health of the occupants thereof, not specifically covered by this article, shall be determined by the building official.
- (d) ~~Liability.~~ Any officer or employee, or member of the commission, charged with the enforcement of this article, acting for the applicable governing body in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act performed by him in the enforcement of any provision of this article shall be defended by the legal department of the applicable governing body until the final termination of the proceedings.
- (e) ~~Reports.~~ the building official shall annually submit a report to the city manager of the decisions rendered by the commission during the preceding year. The report shall include a summary of the decisions of the commission during said year.
- (Code 1990, ch. 3, § 2(H); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

Sec. 6-64. Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this article, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, demolish or move any structure, or has erected, constructed, altered, repaired, moved or demolished a building or structure in violation of a detailed statement or drawing submitted and approved thereunder, shall be prosecuted within the limits provided by state or local law. Each such person shall be deemed guilty of a separate offense for any violation of any of the provisions of this article, and upon conviction of any such violation such person shall be punished within the limits and as provided by state or local laws.

(Code 1990, ch. 3, § 2(I); Ord. No. 90-05, 3-6-1990)

Sec. 6-65. Inspection and notice of noncompliance.

- (a) ~~Building official to inspect.~~ The building official shall inspect or cause to be inspected any building, structure or portion thereof which is or may be unsafe. After the building official has inspected or caused to be inspected a building, structure or portion thereof and has determined that such building, structure or portion

thereof is unsafe, he shall initiate proceedings to cause the abatement of the unsafe condition by repair, vacation or demolition or combination thereof.

- (b) ~~Notice.~~ The building official shall prepare and issue a notice of unsafe building directed to the owner of record of the building or structure. The notice shall contain, but not be limited to, the following information:
- (1) ~~The street address and legal description of the building, structure or premises.~~
 - (2) ~~A statement advising that if the required action as determined by the building official is not commenced within 30 days, the building official shall request that the building standards commission call for a public hearing to determine whether or not conditions exist which render the building or structure unsafe under the provisions of this article.~~
 - (3) ~~If the building or structure is to be repaired, the notice shall require that all necessary permits must be secured within 30 days after receipt of notice and work commenced within 60 days after receipt of said notice and continued to completion within such time as the building official determines.~~
 - (4) ~~If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed.~~
 - (5) ~~If the building or structure is to be demolished, the building official shall require that all permits for demolition be secured within 30 days receipt of notice, that the premises be vacated within 60 days after receipt of notice, and that the demolition be completed within such time as deemed reasonable by the building official.~~
 - (6) ~~A statement advising that if the required action as determined by the building official is not commenced within or completed, as required, the building official shall request that the commission call for a public hearing to determine whether or not conditions exist which render the building or structure unsafe under the provisions of this article.~~
 - (7) ~~All notices and all attachments thereto shall be served upon the owner of record and posted on the property in a conspicuous location. A copy of the notice and all attachments thereto shall also be served on any person determined from official public records to have a legal interest in the property. Failure of the building official to serve any person herein required to be served other than the owner of record shall not invalidate any proceedings hereunder nor shall it relieve any other person served from any obligation imposed on him.~~
 - (8) ~~All notices shall be served either personally or by certified mail, postage prepaid, return receipt requested, to each person at the address as it appears on the official public records. If addresses are not available on any person required to be served the notice, the notice addressed to such person shall be mailed to the address of the building or structure involved in the proceedings. The failure of any person to receive notice, other than the owner of record, shall not invalidate any proceedings under this article. Service by certified or registered mail as herein described shall be effective on the date the notice was received as indicated on the return receipt. Proof of service of the notice shall be by written declaration indicating the date, time and manner in which service was made and signed by the person served on by the return receipt.~~

(Code 1990, ch. 3, § 2(1); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

Sec. 6-66. Standards for compliance.

The following action shall be taken by the building official when ordering the repair, vacation or demolition of an unsafe building or structure:

(1) ~~The building shall be ordered repaired in accordance with the city adopted international building code or demolished at the option of the owner.~~

(2) ~~If the building or structure poses an immediate hazard to life or to the safety of the public it shall be ordered vacated immediately.~~

(Code 1990, ch. 3, § 2(K); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

~~Sec. 6-67. Posting of notice to vacate.~~

(a) ~~Every notice to vacate, in addition to complying with section 6-65(b)(8), shall be posted at each exit and entrance to the building or structure and shall state:~~

~~"This Building is Unsafe and its Use or Occupancy Has Been
Prohibited by the Building Official"~~

(b) ~~Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or their agents to remove such notice without written permission of the building official, or for any person to enter the building except for the purpose of making the required repairs or of demolishing same.~~

(Code 1990, ch. 3, § 2(L); Ord. No. 90-05, 3-6-1990)

~~Sec. 6-68. Rules of procedure for public hearing.~~

(a) ~~*Calling of public hearing.* After the receipt of a written request from the building official, the commission shall call a public hearing to determine whether or not conditions exist which render a building or structure unsafe under the provisions of this article such that said building or structure must be demolished in order to protect the public health, safety and welfare. Said ordinance shall state with specificity each violation which renders said building or structure unsafe.~~

(b) ~~*Reasonable dispatch.* The commission shall proceed with reasonable dispatch to conclude said public hearing, with due regard to the convenience and necessity of the parties involved. The hearing notice shall be served personally or posted certified mail at least 15 days before the hearing date.~~

(c) ~~*Subpoenas.* The commission may obtain the issuance and service of subpoenas for the attendance of witnesses or the production of evidence at the hearings. The issuance and service of subpoenas shall be in accordance with established law. Any person who refuses, without legal excuse, to respond to any subpoena lawfully issued and served may be prosecuted to the extent established by law.~~

(d) ~~*Procedure.*~~

(1) ~~Hearings shall not be required to be conducted in accordance with the technical rules relating to evidence and testimony.~~

(2) ~~The commission may grant continuance for good cause.~~

(3) ~~In any proceedings under this article the chair of the commission shall have the power to administer oaths and affirmations and to certify official acts. In the chair's absence, the acting chair may administer oaths and compel the attendance of witnesses.~~

(4) ~~Oral evidence shall be taken only on oath or affirmation.~~

(5) ~~Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The further use of hearsay evidence shall be limited to that which would be admissible in civil court.~~

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- (6) ~~Relevant evidence shall be admitted if it is the type on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil courts.~~
- (7) ~~The commission may inspect any building, structure or premises during the course of the hearing, provided the following are complied with:~~
- a. ~~Notice of such inspection is given to the parties prior to making the inspection;~~
 - b. ~~The parties are allowed to be present during the inspection; and~~
 - c. ~~The inspector states for the record, upon completion of the inspection, the facts observed and any conclusions drawn therefrom.~~
- (e) ~~Decision.~~
- (1) ~~After completion of the public hearing, if the commission finds that the building or structure is in violation of the provisions of this article, it may order the owner of the building to, within 30 days, secure the building from unauthorized entry or to repair, remove, or demolish the building, whichever is applicable, unless the owner establishes at the hearing that the work cannot reasonably be performed within 30 days.~~
- (2) ~~The commission may allow the owner more than 30 days to repair, remove, or demolish the building. If the commission allows the owner, lienholder, or mortgagee more than 30 days to repair, remove or demolish the building, the commission shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed.~~
- (f) ~~Appeal. If any owner is aggrieved by the decision of the commission, nothing in this article shall be construed to deprive them of seeking redress in the civil or other applicable court. Said appeal must be filed within 30 days from the date a copy of the final decision of the commission is delivered as required by the Texas Local Government Code.~~
- (Code 1990, ch. 3, § 2(M); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

Sec. 6-69. Compliance.

- (a) ~~Failure to respond.~~ Any person who, after the order of the building official or the decision of the commission becomes final, fails or refuses to respond to the direction of such order, shall be prosecuted to the extent provided for by law.
- (b) ~~Failure to commence work.~~
- (1) ~~Whenever the required repair, vacation or demolition is not commenced within 30 days after the effective date of any order, the building, structure or premises shall be posted as follows:~~

Unsafe Building Do Not Occupy	
It shall be punishable by law to occupy this building or remove or deface this notice (specify the applicable local law and the penalty for violation thereof).	
Building Official	
City of	

- (2) ~~Subsequent to posting the building, the building official may cause the building to be repaired to the extent required to render it safe or if the notice required demolition, to cause the building or structure~~

to be demolished and all debris removed from the premises. The cost of repair or demolition shall constitute a lien on the property and shall be collected in a manner provided by law.

(3) ~~Any monies received from the sale of a building or from the demolition thereof, over and above the cost incurred, shall be paid to the owner of record or other persons lawfully entitled thereto.~~

(c) ~~Extension of time.~~ The building official may approve one or more extensions of time as he may determine to be reasonable to complete the required repair or demolition. Such requests for extensions shall be made in writing stating the reasons therefor. If the extensions of time, in total, exceed 60 days, they must also be approved by the commission.

(d) ~~Interference.~~ No person shall obstruct or interfere with the implementation of any action required by the final notice of the building official or the commission. Any person found interfering or obstructing such actions shall be prosecuted to the extent provided for by law.

(Code 1990, ch. 3, § 2(N); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

Sec. 6-70. Recovery of cost of repair or demolition.

Whenever a building or structure is repaired or demolished in accordance with the provision of this article and cost of such repair or demolition is borne by the city, the city may assess the expenses on the property on which the building is located. The assessment of the reasonable expenses incurred shall be determined by the building official, and a lien shall be placed on the property and recorded in the deed records of the applicable county, based on the property location.

(Code 1990, ch. 3, § 2(O); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

Sec. 6-71 Texas Local Government Code Chapter 214, Subchapter A adopted.

The provisions of Chapter 214, Subchapter A of the Texas Local Government Code, as amended from time to time, are hereby adopted as the rules and regulations governing dangerous structures.

Sec. 6-72 Definitions

~~Words not defined herein shall have the meanings stated in the city adopted international code council codes. Words not defined in the city adopted international code council codes shall have the meanings stated in the Webster's 11th New Collegiate Dictionary, as revised.~~

~~—Building means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind which has enclosing walls for 50 percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof." For the purpose of this article each portion of a building separated from other portions by a fire wall shall be considered as a separate building.~~

~~Deterioration means to weaken, disintegrate, corrode, rust or decay and lose effectiveness.~~

~~Dilapidated means a condition that exists created by decay, deterioration, or fallen into partial ruin especially through neglect or misuse.~~

Sec. 6-73 Substandard buildings defined.

All buildings or structures which have any or all of the following defects or lack of facilities shall be deemed substandard buildings;

-
- (1) All buildings or structures which do not have the number of water closets, urinals and lavatories required by the plumbing ordinance of the city, or which have pit privies where the same are not permitted by law, or which are not connected to the city sewer when required by law, or where inadequate and unsanitary pit privies or septic tanks are maintained.
 - (2) All buildings or structures that have become deteriorated through natural causes or by damage through exposure to the elements, especially wind, hail, or rain, or damage through fire, to the extent that the roof, windows and doors, or portions of the house, building, or structure which protect from the weather, will no longer reasonably protect from the weather.
 - (3) All buildings or structures which constitute, or in which are maintained, fire hazards, as that term is defined in the fire prevention code of the city.
 - (4) All buildings or structures which are so structurally deteriorated that they are in danger of collapse, or which cannot be expected to withstand the reasonably anticipated storms and/or hurricanes.
 - (5) All buildings or structures so constructed or permitted to be so constructed as to constitute a menace to health or safety including all conditions conducive to the harboring of rats or mice or other disease carrying animals or insects reasonably calculated to spread disease, and including such conditions hazardous to safety as inadequate bracing or the use of deteriorated materials.

Sec. 6-74 Declared nuisance.

All substandard buildings or structures within the terms of this article which shall constitute a menace to the health, morals, safety, or general welfare of its occupants or of the public are declared to be public nuisances and shall be ordered to be vacated, repaired or demolished as hereinafter provided.

Sec. 6-75 Minimum standards for continued use and occupancy.

The 2021 International Building Code and the 2021 International Residential Code for one- and two-family dwellings or the most recently adopted version of the International Building Code is adopted as the minimum standard for the continued use and occupancy of all buildings regardless of the date of construction.

Sec. 6-76 Notice requirements.

- (a) Whenever any such substandard building is located on any premises within the city in violation of section 6-73, the Code Compliance department shall give notice in the form of a Citation to the owner, lienholder, and mortgagee of the premises wherein such public nuisance exists. The notice shall contain, but not be limited to, the following information:
 - (1) The name and address of the owner of the affected property.
 - (2) The street address and legal description of the building, structure or premises.
 - (3) The date, time and place of the hearing.
 - (4) Description of the hearing include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this ordinance and the time it will take to reasonably perform the work to bring the building, structure or premises up to code.
- (b) The notice shall be sent by certified mail with a five-day return requested, or delivered by the United States Postal Service with signature confirmation service to:
 - (1) The owner's address, as it appears on the official public records.

-
- (2) All lien holders and mortgagees having an interest in the building or in the property on which the building is located that may be discovered after a diligent search performed by the City.
 - (3) If any notice is returned undelivered by the United States Post Office as “refused” or “unclaimed,” the validity of the notice is not affected, and the notice is considered delivered.
 - (c) The notice shall be filed in the official public records of Real Property in the county in which the property is located.

Sec. 6-77 Hearing officer appointed.

The public hearing to determine whether a building complies with the standards set forth in this ordinance shall be held before the Municipal Judge.

Sec. 6-78 Violations and penalties.

Any person, firm, corporation or agent who violates any provision of this ordinance or who fails to perform an act required by this ordinance that governs health and sanitation commits an offense and shall be guilty of a class “C” misdemeanor for each day or portion thereof during which the violation is continued. An offense under this ordinance is punishable by a fine not to exceed two thousand dollars (\$2000), or the amount fixed by State law if the violation is one for which the state has fixed a fine.

Sec 6-79 - 98. Reserved.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and Discussion of a City Charter Review Process

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of information provided relating to the Elgin City Charter and a potential City Charter Review process

BACKGROUND:

Discussed at the last meeting; A City Charter is typically known as "the constitution" of the applicable city, as it provides the most basic framework for the city government and is established by city electors (and can only be changed by city electors).

Typically, City Charters also include provisions stipulating how said Charter is to be reviewed periodically and considered for amendment. The Elgin City Charter was adopted nearly 40 years ago, but did not include a requirement for Charter Review. As such, it appears that a comprehensive review of the Elgin City Charter has not occurred.

The current City Council is now in agreement that a formal, comprehensive review of the City Charter should be considered. This item is for discussion of how such a review would be accomplished.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of information provided relating to the Elgin City Charter and a potential City Charter Review process; and direction to staff, if any, regarding same.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Board of Adjustments Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: None.

BACKGROUND:

Routine report for activity between March 2024 and May 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review the report.

ATTACHMENTS:

1. BOA Quarterly 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.



Development Services Department

STAFF REPORT

Board of Adjustments (BOA) Quarterly Report

Date: June 27, 2024

SUMMARY OF ACTIVITIES FROM MARCH 2024 – MAY 2024 MEETINGS

March 2024

No activity this month.

April 2024

- A. 104 W Ila St. (Project #202400021) – Variance from Section 46-265 (6) to increase the requirement for maximum size of accessory buildings from 10% to 16.6% to allow for a 1200.7 square foot detached garage in the R-2 Single Family and Duplex Dwelling District. – BOA Approved.
- B. 104 W Ila St. (Project #202400028) – Variance from Section 46-265 (3) in order to reduce the rear yard setback from 10' to 2.1' and to reduce the side yard setback from 5' to 2.3' on the west side of the property for a detached garage in the R-2 Single Family and Duplex Dwelling District. – BOA granted a rear setback of 6' and a side setback of 2.3'.

May 2024

No activity this month.

PROPOSED ACTIVITIES FROM JUNE 2024 – AUGUST 2024 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as appeals, special exceptions, & zoning variances.

RECOMMENDED COUNCIL ACTION

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Building Standards Commission Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: None.

BACKGROUND:

Routine report for activity between March 2024 and May 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. BSC Quarterly 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.



Development Services Department

STAFF REPORT

Building Standards Commission (BSC) Quarterly Report

Date: June 27, 2024

SUMMARY OF ACTIVITIES FROM MARCH 2024 – MAY 2024 MEETINGS

March 2024

No activity this month.

April 2024

No activity this month.

May 2024

No activity this month.

PROPOSED ACTIVITIES FROM JUNE 2024 – AUGUST 2024 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as hear and determine cases concerning alleged violations of ordinances, consider appeal of interpretation regarding Chapter 6 of our Code of Ordinances, consider variances from Chapter 6, consider appeals of interpretation regarding adopted International Fire Code, and consider variances from adopted International Fire Code.

RECOMMENDED COUNCIL ACTION

None.



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-July 2, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of 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 July 2, 2024 Regular Meeting Minutes.

ATTACHMENTS:

1. City Council Regular Meeting Minutes-July 2, 2024

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

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

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

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



ELGIN CITY CITY COUNCIL MINUTES

July 2, 2024

6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan announced that there was a quorum. Mr. Gibson arrived at 6:31 p.m. She stated that Mr. Callahan and Mr. Rodriguez would not be in attendance. Mayor Pro Tem Brashar made a motion to excuse their absences. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

Present:

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

Staff:

Thomas L. Mattis, City Manager
Owen Rock, EDC Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Amy Miller, Community Services Director
Beau Perry, City Engineer/Development Services Director
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Esmeralda Rangel, Assistant City Secretary
Jason Bollinger, Police Officer
Daniel Mahoney, Police Officer

INVOCATION

Mr. Swain provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. **Public Hearing On An Ordinance Of The City Of Elgin Texas, Amending Chapter 42, Section 42-319 et. seq. Code Of Ordinances By Adopting New Land Use Assumptions And Capital Improvement Plan And By Amending The Water And Wastewater Impact Fees And; Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**
Mayor McShan read the caption of the Public Hearing. No one wished to speak on the public hearing item.
2. **Public Hearing On An Ordinance Of The City Of Elgin, Texas Adopting Chapter 214, Subchapter A, Of The Texas Local Government Code, Repealing Chapter 6, Article III. Unsafe Building Abatement Of The Elgin City Code And Repealing All Other Ordinances And Parts Of Ordinances In Conflict Herewith; Containing Penalties Not To Exceed Two Thousand Dollars (\$2,000) For Each Offense Except Where A Different Penalty Has Been Established By State Law And Each And Every Day Said Violation Is Continued Shall Constitute A Separate Offense; Providing A Severability Clause; Providing A Repealer Clause; And Providing For Publication.**
Mayor McShan read the caption of the Public Hearing. Mr. Mattis stated that this item was in response to the council's input and that this was the first of two public hearings regarding this item. No one wished to speak on the public hearing item.
3. **Public Hearing On An Ordinance Amending The Official Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone Approximately 59.987 Acres Of Land From "C-3" Highway Commercial District To "PDD" Planned Development District, Located On A Parcels Of Land Known By The Bastrop County Appraisal District As Parcel Numbers 11945 And 8731878 Lying In And Being Situated Out Of The Elizabeth Standifer Survey, Abstract 59, In Bastrop County, Texas, Said Tract Being More Described In Exhibit "A"; And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**
Mayor McShan read the caption of the Public Hearing. No one wished to speak on the Public Hearing Item.
4. **Public Hearing on the Proposed 2024 Five-Year Capital Improvement Plan**
Mayor McShan read the caption of the Public Hearing. Mr. Mattis provided comments regarding the CIP work session meeting and reminded council to complete their ranking surveys for their updated top ten projects.

No one wished to speak on the public hearing item. Mayor McShan closed the Public Hearing.

PUBLIC COMMENT

There were no public comments.

CITY MANAGERS REPORT

1. **Review and Discussion of Potential or Requested Inclusions in the FY2024-25 Annual Budget Proposal to be Presented by the City Manager.**
Ms. Love provided comments proposing a monthly council and mayor pay increase along with extended terms. Mr. Mattis acknowledged the points made by Ms. Love and stated that he agreed with her arguments but that it wasn't a simple procedure and would take time.

Mayor McShan and the council also agreed with the comments Ms. Love provided. Discussion followed.

2. General Activity Report and/or Project Update

Ms. Casnovsky provided comments about potentially having the library only be closed one day out of the week. She also inquired if there could be minor upgrades to make the pool more enjoyable and brought up the topic of paid parental leave for city staff. Discussion followed.

CONSENT AGENDA

1. City Council Regular Meeting Minutes-June 18, 2024

The minutes were approved on the consent agenda.

2. City Council Work Session Meeting Minutes-June 25, 2024

The minutes were approved on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER #5 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH IMPERIUM EXTERIORS, FOR REPAIRS TO THE HISTORIC NOFSINGER HOUSE AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS WITH TRC ENGINEERS, FOR VARIOUS CAPITAL PROJECTS AS PART OF TO THE 2021 CERTIFICATES OF OBLIGATION AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution was approved on the consent agenda.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPOINTING ESMERALDA RANGEL AS ASSISTANT CITY SECRETARY OF THE CITY OF ELGIN IN ACCORDANCE WITH THE CITY CHARTER; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

The resolution was approved on the consent agenda.

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

NEW BUSINESS

1. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING CHAPTER 42, SECTION 42-319 et. seq. CODE OF ORDINANCES, BY ADOPTING NEW LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLAN AND BY AMENDING THE WATER AND WASTEWATER IMPACT FEES, AND; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

Mr. Perry provided comments and clarification to the council. He stated that this is a process that takes place around every five years. He stated that there is a two-step process which would include the approval of the land use plan and approval of the capital plan

which will set the maximum rate and effective rate for the impact fee of water and sewer. He also explained how the numbers are determined and answered questions made by the council. Discussion followed.

Mayor Pro Tem Brahsar made a motion to approve the land use plan section of the resolution. Ms. Love seconded the motion. All voted in favor. The motion carried.

Mayor Pro Tem Brashar made a motion to approve the maximum impact fees as stated. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

Mr. Swain made a motion to set the effective rates at \$5100 for water and \$5850 for wastewater. Mr. Dennis seconded that motion. All voted in favor. The motion carried.

2. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS ADOPTING CHAPTER 214, SUBCHAPTER A, OF THE TEXAS LOCAL GOVERNMENT CODE, REPEALING ARTICLE III. UNSAFE BUILDING ABATEMENT OF THE ELGIN CITY CODE AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CONTAINING PENALTIES NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW AND EACH AND EVERY DAY SAID VIOLATION IS CONTINUED SHALL CONSTITUTE A SEPARATE OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALED CLAUSE; AND PROVIDING FOR PUBLICATION.**

Mr. Mattis stated that this item was in response to the council's input. The first public hearing was held today and the second will be held at the next meeting. The council will then be able to vote on the item.

3. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ("CITY") DESIGNATING CERTAIN AREAS OF THE CITY'S EXTRATERRITORIAL JURISDICTION AS INDUSTRIAL DISTRICT AREAS; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE.**

Mr. Mattis stated that this is an opportunity to identify certain areas as industrial districts for future development. He answered questions from the council. Mr. Rock clarified that this was not a rezoning action but an action to identify certain areas as industrial districts.

Ms. Casnovsky made a motion to approve the ordinance. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

4. **AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE APPROXIMATELY 59.987 ACRES OF LAND FROM "C-3" HIGHWAY COMMERCIAL DISTRICT TO "PDD" PLANNED DEVELOPMENT DISTRICT, LOCATED ON A PARCELS OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBERS 11945 AND 8731878 LYING IN AND BEING SITUATED OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT 59, IN BASTROP COUNTY, TEXAS, SAID TRACT BEING MORE DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

Mr. Mattis provided information on the item presented. Mr. Perry provided additional details and answered questions made by the council. Discussion followed.

Mayor Pro Tem Brashar made a motion to approve the ordinance. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS

Ms. Miller stated that on Thursday VFW would have a 4th of July celebration with fireworks she also announced that it was Parks and Rec Month with park parties every Friday. Ms. Miller stated that the library book bus is active, as well as the summer reading programs, and book clubs in partnership with The Owl. Mr. Mattis also stated that the pool and parks have been very active, Veterans Park is soon to be finished, and County Line Road was completed.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:15 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER 16 FOR THE COUNTY LINE ROAD IMPROVEMENT PROJECT PHASE I AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of Change Order 16 to the County Line Road Project Phase I

BACKGROUND:

Concrete paving can be extremely durable. However, small amounts of maintenance is needed from time to time to preserve the monolithic slabs that withstand the traffic. Recently, after the winter rains, staff investigated and identified some areas along Roy Rivers Rd that were subject to water infiltration potentially undermining the concrete. Staff and the City Engineer recommend sealing the expansion joints as well as some small concrete repairs to prolong the life of the concrete and potentially much more costly repairs later in the life of the roadway. We now recommend these small repairs to the council for approval.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of Change Order 16 to the County Line Road Project Phase I

ATTACHMENTS:

1. RESCLRCO16
2. Change Order #16- Additional Roy Rivers-Lee Dildy Concrete repairs

- { } 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. 2024-07-16-

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER 16 FOR THE COUNTY LINE ROAD
IMPROVEMENT PROJECT PHASE I AND MAKING
CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin is currently underway with certain roadway improvements on County Line Road with Patin Construction; and,

WHEREAS, Staff has investigated and identified certain roadway repairs needed on Roy Rivers Boulevard that Patin construction is prepared to address; and,

WHEREAS, City staff have engaged TRC engineers to add these services as a change order proposal to the County Line Road 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 Mayor and or the City Manager is hereby authorized to execute *Change order 16 for the County Line Road widening Project* 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 16th day of July 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary



Patin Construction LLC

3800 W. Second Street

Taylor, TX 76574

Phone: (512) 269-1071

Fax: (512) 269-1072

CHANGE ORDER

April 18, 2024

CITY OF ELGIN

Email: KPerry@trccompanies.com

Project Name: Elgin County Line Rd Widening Ph 1

Item No.	Qty.	Unit	Description	Unit Price	Total
1	829	LF	Pavement Expansion Joint Replacement- Remove old urethane material from existing concrete expansion joint. Clean residual by media blasting. Blow out joints before installing backer rod and then joint seal.	\$ 11.27	\$ 9,342.83
2	1,487	LF	Curb/Sidewalk Joint Replacement- Hand remove old material from areas that are larger than 1/4". Fill areas where no sealant currently exists that are larger than 1/4" wide. Media blast side walls to properly clean surface. Blow out joint with compressed air. Install backer rod to match 1/4" or larger gaps and joint seal	\$ 17.00	\$ 25,279.00
3	179	SF	Remove and Replace Concrete Paving	\$ 50.00	\$ 8,950.00
4	38	SF	Remove and Replace Concrete Sidewalk	\$ 25.00	\$ 950.00
5	25	LF	Remove and Replace Curb	\$ 60.00	\$ 1,500.00
6	1	EA	Remove and Replace Curb Inlet Top	\$ 4,400.00	\$ 4,400.00
Subtotal				\$	50,421.83
TOTAL CHANGE ORDER #16				\$	50,421.83
			*We request an additional 20 days of contract time for this additional work		
Owner:					
BY:					
City Of Elgin					
Contractor:					
BY: Oscar Towar, Jr.					
Patin Construction, LLC					
				ENGINEER	
				BY:	
				TRC Companies	



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION TO APPROVE A NEW MUNICIPAL MAINTENANCE AGREEMENT (MMA) BETWEEN THE STATE OF TEXAS AND THE CITY OF ELGIN FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND OR PORTIONS OF STATE HIGHWAYS IN THE CITY; PROVIDE FOR A SAVINGS CLAUSE; REPEAL CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDE THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS STATED HEREIN.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve Resolution.

BACKGROUND:

Texas Department of Transportation requires that the MMO be updated anytime a property owner adds a canopy or awning. Properties at 14 North Main Street, 111 South Main Street, and 101 North Main Street have been approved for or are in the process of being reviewed for a new canopy and need to be added to the MMA.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve the resolution to modify the MMA.

ATTACHMENTS:

1. ResolutionMMO TXDOT
2. HRB TxDOT MMA July 2024-compressed

{ } 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. 2024-07-16-

A RESOLUTION APPROVING A NEW MUNICIPAL MAINTENANCE AGREEMENT (MMA) BETWEEN THE STATE OF TEXAS AND THE CITY OF ELGIN FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY; AND PROVIDING THE EXECUTION OF SAID AGREEMENT.

WHEREAS, Loop 109 also known as Main Street is owned and maintained by the Texas Department of Transportation (TXDOT); and

WHEREAS, this area includes the sidewalks in the commercial business district; and

WHEREAS, private property owners may install improvements such as canopies or awnings that are secured to the sidewalk, and

WHEREAS, the City Council intends to modify the existing Municipal, Maintenance, Agreement (MMA) between the City of Elgin and the Texas Department of Transportation,

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ELGIN, TEXAS, 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 agreement as 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 Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

READ, PASSED AND ADOPTED this 16th day of July 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ESMERALDA RANGEL, Assistant City Secretary



MUNICIPAL MAINTENANCE AGREEMENT

Form 1038
(Rev. 03/12)
Page 1 of 6

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 24th day of February 2020, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Elgin (population 8,135, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of ELGIN
on the 28 day of APRIL, 20 20, and the Texas Department of Transportation, on the _____ day
of _____, 20 _____.

ATTEST:

CITY OF

BY

Chris Cannon - Mayor
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

DocuSigned by:
BY Tucker Ferguson s
78974EBCB5244BE...strict Engineer)

Austin District - AUS - 14

District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

EXHIBIT A

TABLE 1
NON-CONTROLLED ACCESS HIGHWAYS
(SEE FIGURE A-1)

HWY	DESCRIPTION
US290	From west City limits to east City limits
SH95	From north City limits to south City limits
SL109	From SH95 to US290
FM1100	From west City limits to SL109
FM3000	From SL109 to City limits
FM1704	From SL109 to south City limits

Maintenance Activity/Facility-Type	Responsibility	
	State	City
Traffic control signs and pavement striping/markings, highway routing signs.	X	
All pavement base and surface maintenance, repair, reconstruction, and resurfacing.	X	
Assist with mowing, sweeping, cleaning and litter control to supplement City resources when requested by the City and if State resources are available.	X	
Assist with snow and ice control to supplement City resources when requested by the City and if State resources are available.	X	
Assist with emergency/non-emergency call-outs to supplement City resources when requested by the City and if State resources are available.	X	
All pedestrian and bicycle assets including pedestrian bridges, pedestrian rails, sidewalks, curb ramps, shared use path, bike lanes, bikeways or trails.		X
Drainage facilities outside of normal highway right-of-way.		X
All duties not specifically delineated as being State's responsibility.		X

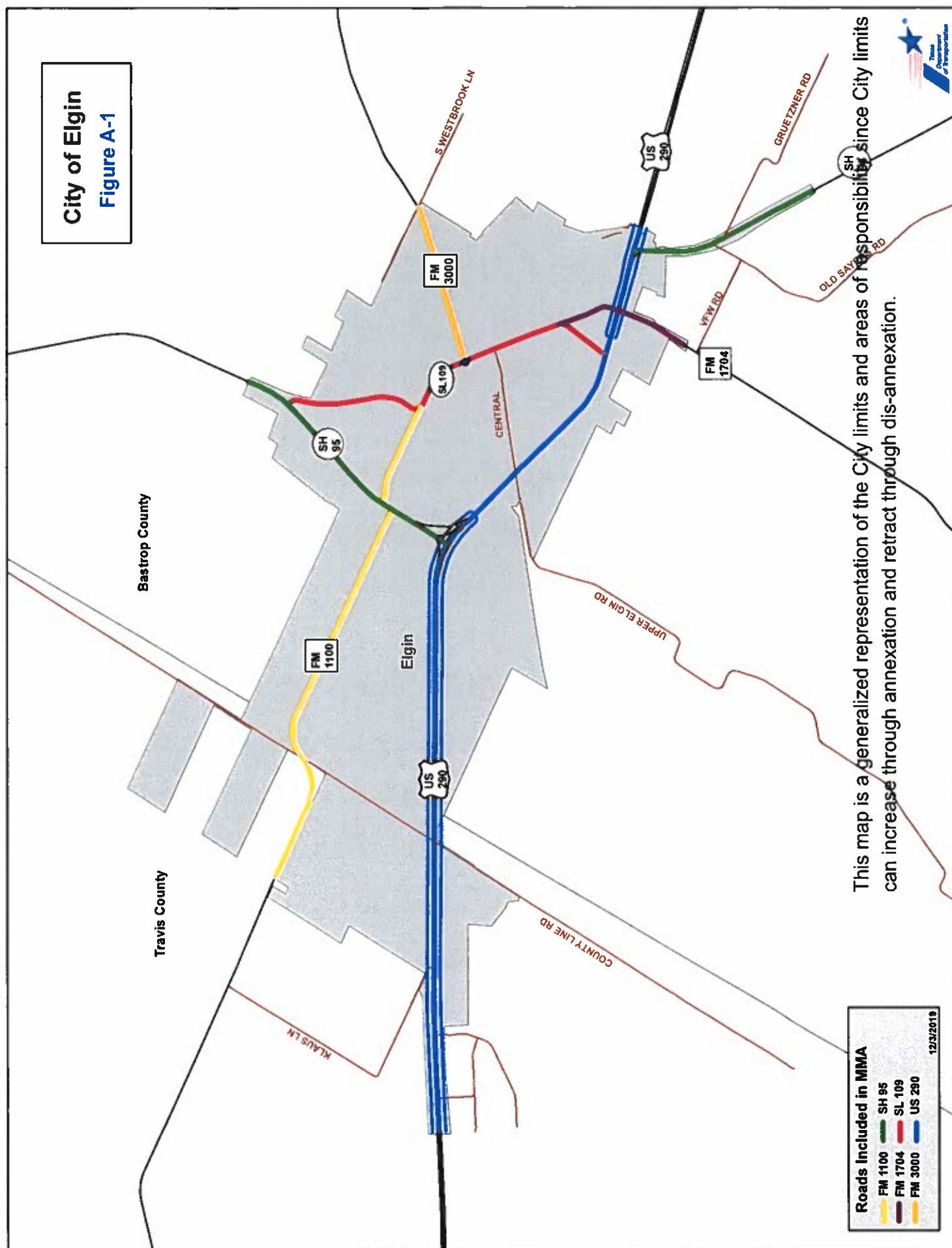


EXHIBIT B

110 S. Main

Elgin, TX

Awning Dimensions: 10' x 50'

Material: There will be 7 trusses comprised of 1" square tubing. The trusses will be approximately 4'-6" deep against the building reducing in depth to approximately 12" at their extents. The cover material will be corrugated metal.

Installation: The trusses and installation are being provided by Tiger Flores of Earthen Metals in Elgin Texas. The trusses are designed for appropriate wind and gravity loading.

Installation, maintenance, upkeep, repairs or replacements of the asset shall be the sole responsibility of the property owner and shall be conducted at no cost to the state. The State, its contractors, or the traveling public will not be held liable for damages that may occur to the asset. This includes but is not limited to damages from utility installation or repair, motor vehicles, construction or maintenance activities by the State.



EXHIBIT C

CONTROLLED ACCESS HIGHWAYS

**At the time of execution of this agreement no controlled access highways
were located within the city limits of Elgin.**

**If future controlled access highways are constructed then this agreement
will be amended accordingly.**

ORDINANCE NO. 2020-02-18-11

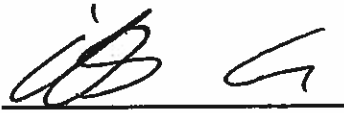
AN ORDINANCE APPROVING A NEW MUNICIPAL MAINTENANCE AGREEMENT (MMA) BETWEEN THE STATE OF TEXAS AND THE CITY OF ELGIN FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY; AND PROVIDING THE EXECUTION OF SAID AGREEMENT AND DECLARING AN EMERGENCY.

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

SECTION 1. That the certain agreement dated February 18, 2020, between the State of Texas and the City of Elgin, Texas for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of Elgin be, and the same is, hereby approved; and that City Manager Thomas "Tom" Mattis is hereby authorized to execute said agreement on behalf of the City of Elgin and to transmit the same to the State of Texas for appropriate action.

SECTION 2. The fact that the work contemplated under the above mentioned agreement is needed, creates an emergency which for the immediate preservation of public peace, health, safety, and general welfare requires that this Ordinance take effect immediately from and after its passage and it is accordingly so ordained.

READ, PASSED, and ADOPTED on first reading this the 18th day of February 2020.


CHRIS CANNON, MAYOR

ATTEST:

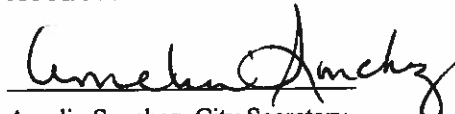

Amelia Sanchez, City Secretary



Exhibit D

Awning Installation
14 North Main Street
111 South Main Street
101 North Main Street
City of Elgin

Awning Dimensions: See diagram

Material: Frame is 1 1/2" square tubing, anchored to the brick building. The awning is supported by 2" post every 10'6" to 11'. The roof is metal.

Installation, maintenance, upkeep, repairs, or replacements of the asset shall be the sole responsibility of the property owner and shall be conducted at no cost to the State. The State, its contractors, or the traveling public will not be held liable for damages that may occur to the asset. This includes but is not limited to damages from utility installation or repair, motor vehicles, construction, or maintenance activities by the State.

The City of Elgin and Texas Department of Transportation agree on the addition of Exhibit D to the existing Municipal Maintenance Agreement.

City of Elgin

Printed Name: _____
Title: _____
Date Signed: _____

Texas Department of Transportation

Printed Name: Tucker Ferguson
Title: Austin District Engineer
Date Signed: _____



Collie White Building 14 North Main St Elgin
Hawking

Frame to be $\frac{1}{2}$ " sq tubing.
Anchored to Brick and
Supported by 2" Post Listed Below.

Color metal Roofing.

2" Post Every 10' 6"



19' 6"

17' 9"

11' 10 3/4"

14' 3"

2" Post Every 11'

7' 2 1/2"

7' 11 3/4"

Post



original



ELGIN HISTORIC REVIEW BOARD

APPLICATION FOR REVIEW OF MODIFICATIONS TO HISTORICALLY DESIGNATED PROPERTIES

The Elgin Historic Review Board meets on the 4th Wednesday of the month. Applications must be submitted ten (10) days prior to the meeting date.

Date Submitted: 5/20/2024 May 20 2024

APPLICANT INFORMATION

Applicant is:

☒ Building Owner ☐ Business Owner ☐ Contractor

Applicant Name JOSE Garcia

Applicant Signature _____

BUILDING INFORMATION

Name of Building El Maguay

Physical Address 111 S. Main St.

Owner Name JOSE & Maria Garcia

Owner Mailing Address 111 S. Main

Owner Phone # (512) 285-4306

Property Owner Signature _____

Date Approved 1/1

BUSINESS INFORMATION

Business Name El Maguay Mexican Rest.

Bus. Owner Name JOSE Garcia

Bus. Mailing Address Same

Bus. Phone # () Same

Email Address _____

CONTRACTOR INFORMATION

Contr. Name David Colosky

Contr. Address _____

Contr. Phone # (512) 748-0006

OTHER CONTACT INFORMATION

dcolosky@gmail.com

SIGN APPLICATION INFORMATION

☒ Sign Type ☐ Projection ☐ Flat Mount ☐ Window

☐ Temporary Banner

Sign Dimensions _____ x _____ = _____ sq ft

Projection Sign (sq ft x 2) Total sq ft _____

☐ Building Front Linear Feet _____ meets standards ☐ yes ☐ no

☐ Window Dimensions _____ x _____ = _____ sq ft
% Coverage; meets standards ☐ yes ☐ no

Intended and desired starting and completion date of alteration or repairs.

Start July 2024 Complete Sept. 2024

Description of proposed external alteration or repair (use additional paper if needed)

Pole supported canopy
for 111 S. Main St.
mounted below transom window.

Drawing/ sketch of the proposed external alteration (use additional paper if needed).

Please provide current photos of property.

28 ft long
8-9' above sidewalk
Frame 1 1/2" square tubing
Posts 2"x2"

CERTIFICATE OF APPROPRIATENESS

☒ Approved ☐ Rejected ☐ Modified

(Building Permit Attached)

Chairman/Vice Chairman Signature _____

Date

Amy S. Miller

6/12/2024

Building Official or Designee Signature _____

Date

Date(s) Reviewed by Board

6/12/2024

City Of Elgin Code Chapter 1 Section 5, page 42, states in part "...violations shall be fined \$2000 per day," Each day a violation occurs is a separate violation. Failure to have projects reviewed and failure to follow an approved application constitutes a violation.

Application fee \$50

Temporary Banner fee \$25

Payable to The City of Elgin

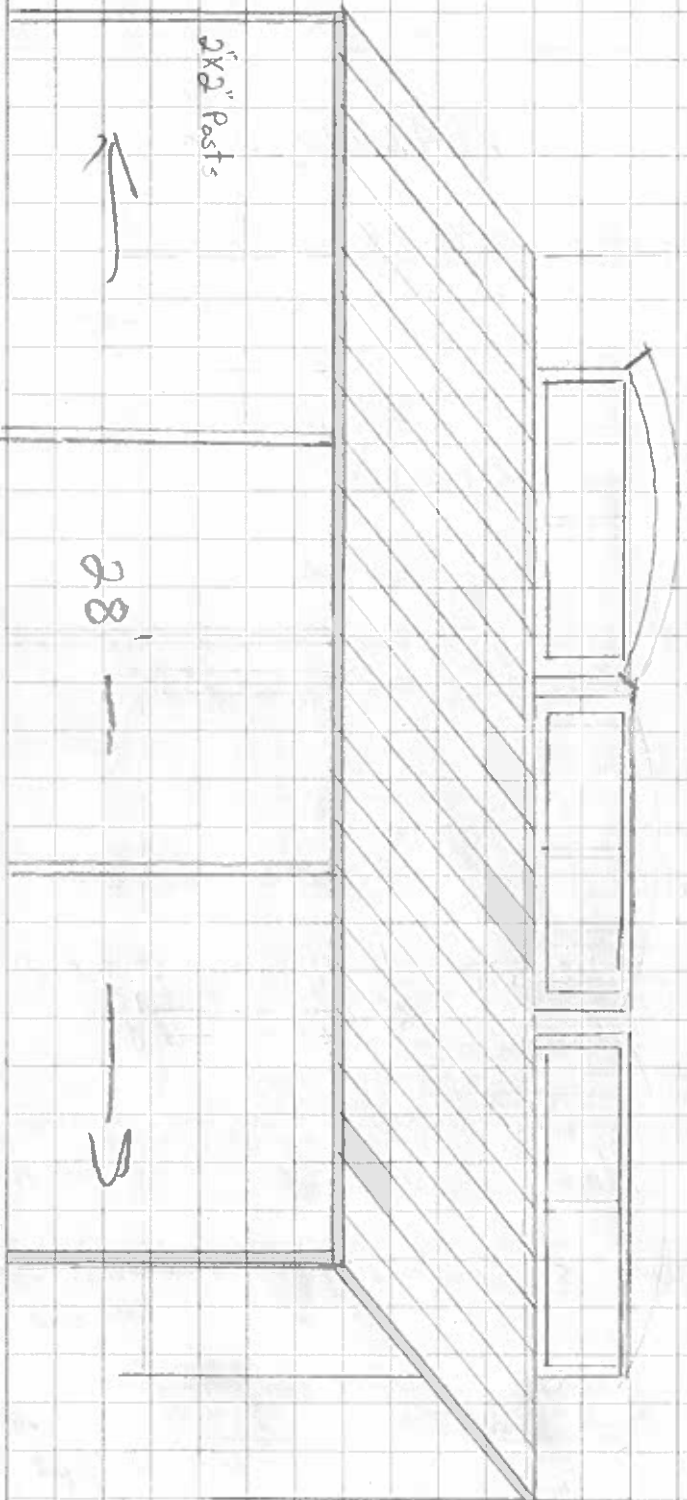
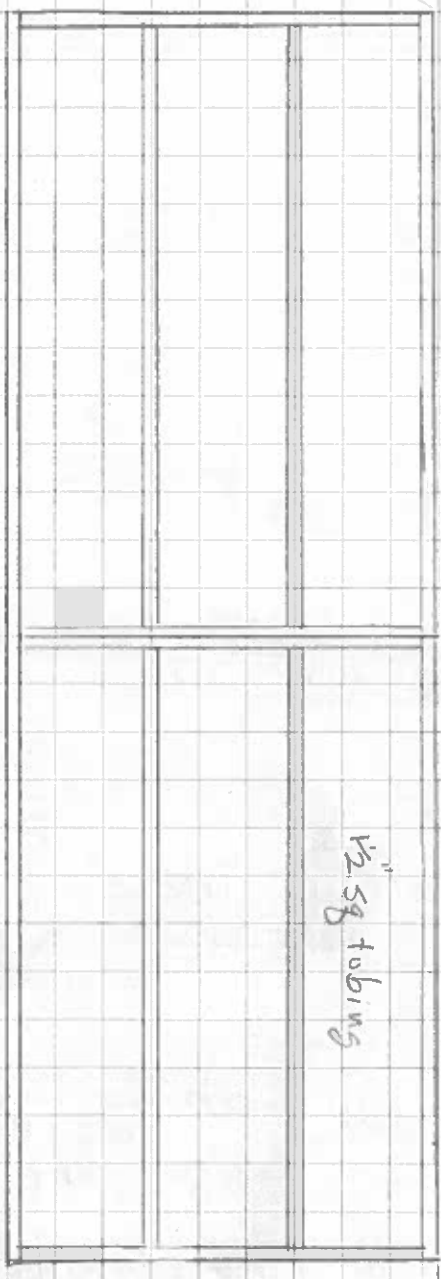
P.O. Box 591

Elgin, TX 78621

For questions call (512) 281-0119 or email

amy.miller@elgintexas.gov

111 main st Rising Addition



Amy Miller

From: David Colosky <dwcolosky@gmail.com>
Sent: Monday, May 20, 2024 2:09 PM
To: David Colosky; Amy Miller
Subject: 111 main Awning
Attachments: Jose Gonzales Awning Drawing 5-15-24.pdf

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amy

Wasn't sure where to send this?

Attached are Documents for a awning at El Maguey, 111 main elgin.

For review by historical .

The Awning will be on the left side and only cover the bottom windows. 28' long and 8 to 9
' deep.

This awning needs to be on posts.

Thank you

David Colosky

512-748-0006



El Maguey
Tex-Mex
Restaurant
& Bar

WE'RE
OPEN

WE RENT
FOR EVENTS
RENTAMOS

SMILE!
NO SMOKING
NO DRUGS
NO ALCOHOL
NO GAMING
NO LOBBY



ELGIN HISTORIC REVIEW BOARD

APPLICATION FOR REVIEW OF MODIFICATIONS TO HISTORICALLY DESIGNATED PROPERTIES

The Elgin Historic Review Board meets on the 4th Wednesday of the month. Applications must be submitted ten (10) days prior to the meeting date.

Date Submitted: 6-11-2024

APPLICANT INFORMATION

Applicant is:

☒ Building Owner ☐ Business Owner ☐ Contractor

Applicant Name Allan J. Tolbert

☒ Applicant Signature [Signature]

BUILDING INFORMATION

Name of Building 101 N. Main St.

Physical Address 101 N. Main St., Elgin

Owner Name Allan J. Tolbert

Owner Mailing Address 1126 Swenson Blvd, St A

Owner Phone # (512) 619-4869 Elgin

Property Owner Signature [Signature]

Date Approved 6/11/24

BUSINESS INFORMATION

Business Name Sage 101, LLC

Bus. Owner Name Allan J. Tolbert

Bus. Mailing Address 1126 Swenson Blvd, St A

Bus. Phone # (512) 619-6658 Elgin

Email Address tolbertproperties@paintingsmart.com

CONTRACTOR INFORMATION

Contr. Name Luciana Morales

Contr. Address 884 Belata Vista Rd, West Point

Contr. Phone # (512) 629-2876 78943

OTHER CONTACT INFORMATION

SIGN APPLICATION INFORMATION

Sign Type ☐ Projection ☐ Flat Mount ☐ Window

Temporary Banner ☐

Sign Dimensions _____ x _____ = _____ sq ft

Projection Sign (sq ft x 2) Total sq ft _____

☐ Building Front Linear Feet _____
meets standards ☐ yes ☐ no

☐ Window Dimensions _____ x _____ = _____ sq ft
% Coverage; meets standards ☐ yes ☐ no

Intended and desired starting and completion date of alteration or repairs.

Start 6-20-24 Complete 6-28-24

Description of proposed external alteration or repair (use additional paper if needed)

addition of awning-plan submitted to Amy Miller

Drawing/ sketch of the proposed external alteration (use additional paper if needed).
Please provide current photos of property.

CERTIFICATE OF APPROPRIATENESS

☐ Approved ☐ Rejected ☐ Modified
(Building Permit Attached)

Chairman/Vice Chairman Signature _____ Date _____

Building Official or Designee Signature _____ Date _____

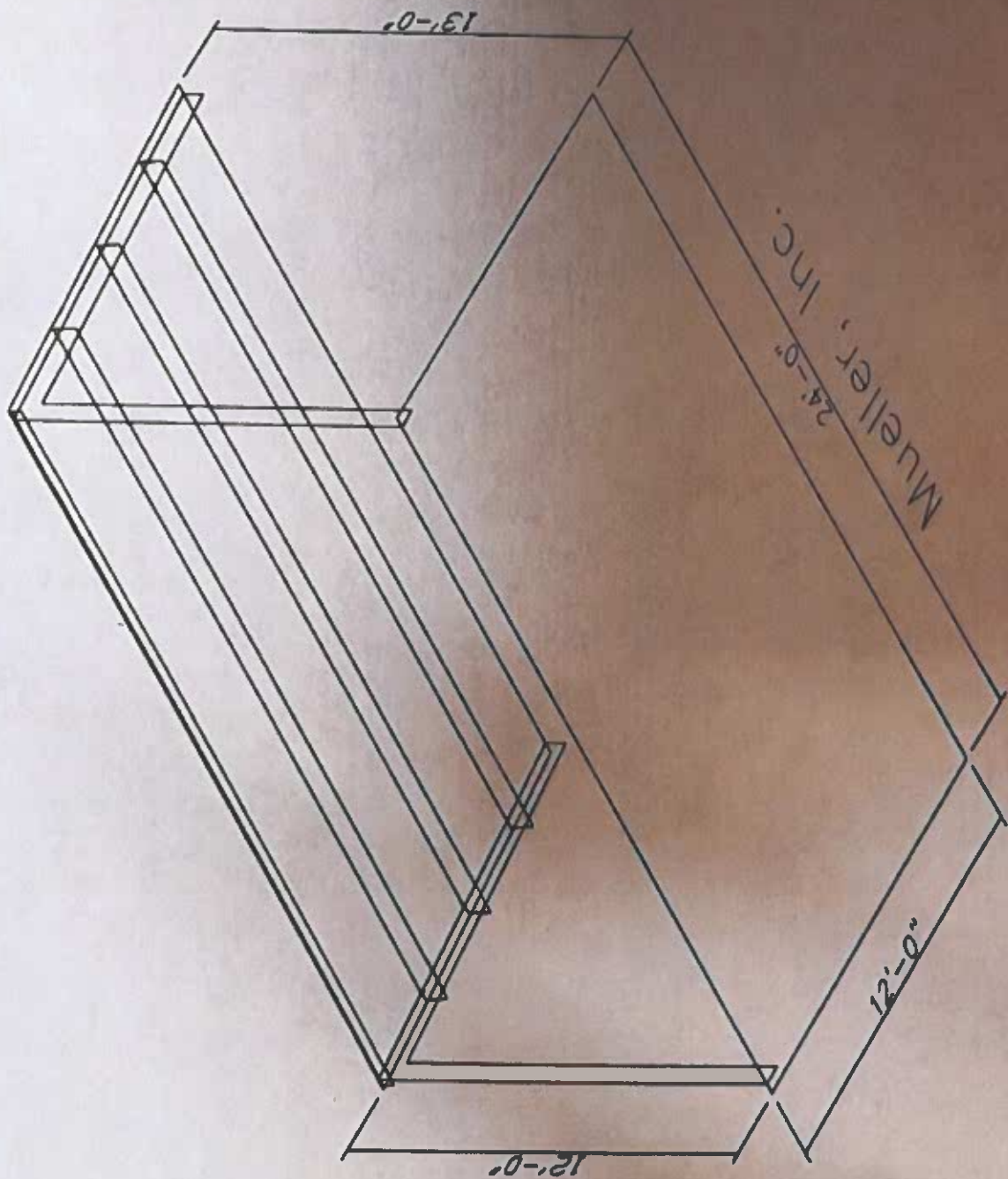
Date(s) Reviewed by Board _____

City Of Elgin Code Chapter 1 Section 5, page 42, states in part "...violations shall be fined \$2000 per day," Each day a violation occurs is a separate violation. Failure to have projects reviewed and failure to follow an approved application constitutes a violation.

Application fee \$50-Paid
Temporary Banner fee \$25
Payable to The City of Elgin

P.O. Box 591
Elgin, TX 78621

For questions call (512) 281-0119 or email
amy.miller@elgintexas.gov









Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION BY THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AND RESTATED INTERLOCAL AGREEMENT WITH THE AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC). THE EXISTING INTERLOCAL AGREEMENT AND SUSTAINMENT FUNDING INTERLOCAL AGREEMENT ARE BEING COMBINED INTO ONE AGREEMENT.

DEPARTMENT: Police

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve the Resolution

ATTACHMENTS:

1. RESOLUTION 2024 Ammended ILA Elgin PD and Austin Regional Intelligence Center
2. SIGNED_ARIC_ILA.2024_COA_TC

{ } 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. 2024-07-16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE CITY OF ELGIN AND THE AUSTIN REGIONAL INTELLIGENCE CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

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

WHEREAS, the Elgin Police Department does not possess the resources to generate or disseminate regionally sourced intelligence information; and

WHEREAS, the Austin Regional Intelligence Center is in a position to provide and is currently providing shared intelligence services to the City; and

WHEREAS, the Austin Regional Intelligence Center and the City of Elgin desire to continue their working relationship by entering into an amended Agreement to formalize said arrangement.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an amended agreement with the *Austin Regional Intelligence Center* and the City of Elgin Police Department as provided in the Agreement; and made part of this Resolution as if copied verbatim herein.

Section 3. Budget. The City Council does hereby acknowledge that this item was included within the *FY23-24 City of Elgin Annual Operating Budget*.

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

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

PASSED AND ADOPTED this 16th day of July 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ESMERALDA RANGEL Assistant City Secretary

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
FOR THE
AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC)**

This Amended and Restated Interlocal Agreement (the "Agreement") is made and entered by and between the following parties:

City of Austin on behalf of its Police Department,
City of Austin on behalf of its Fire Department,
Austin Independent School District on behalf of its Police Department,
City of Georgetown on behalf of its Police Department,
Hays County through Hays County Sheriff's Office,
City of Pflugerville on behalf of its Police Department,
City of Round Rock on behalf of its Police Department,
City of San Marcos on behalf of its Police Department,
Travis County through Travis County Sheriff's Office,
University of Texas on behalf of its Police Department,
Williamson County through Williamson County Sheriff's Office,
Austin Community College on behalf of its Police Department,
Texas State University on behalf of its Police Department,
City of Cedar Park on behalf of its Police Department,
Pflugerville Independent School District on behalf of its Police Department,
City of Kyle on behalf of its Police Department,
City of Buda on behalf of its Police Department,
City of Sunset Valley on behalf of its Police Department,
City of Manor on behalf of its Police Department,
City of Lakeway on behalf of its Police Department,
City of Westlake Hills on behalf of its Police Department,
City of Bee Cave on behalf of its Police Department,
Hutto Independent School District on behalf of its Police Department, and
City of Elgin on behalf of its Police Department

St. Edwards University on behalf of its Police Department

Concordia University on behalf of its Police Department

(Collectively referred to as the “Partner Agencies” or “Parties”).

RECITALS

HISTORY OF THE ARIC

1. The Austin Regional Intelligence Center (ARIC) is a collaborative effort of public safety agencies in the designated area of responsibility (ARIC Partner Agencies or Partner Agencies). ARIC Partner Agencies work together to provide resources, expertise, and information to the ARIC. The ARIC focuses on regional public safety data analysis. The mission of the ARIC is to maximize the ability to detect, prevent, apprehend, and respond to criminal and terrorist activity.
2. During the summer and fall of 2010, each of the ten original ARIC Partner Agencies’ governing bodies approved an Interlocal Cooperation Agreement (authorized under chapter 791 of the Government Code) that established and outlined the intent of the Partner Agencies to centralize efforts and co-locate (Original Agreement). Further, the Original Agreement established a framework for the organization of the ARIC. The Original Agreement set out a common understanding of the policies and procedures that the ARIC currently follows in providing criminal intelligence and coordination of law enforcement services to the citizens in the Austin-Round Rock metropolitan area.
3. The Original Agreement assigns the primary responsibility for the operation of the ARIC to the City of Austin through its Police Department (APD). Further, the Original Agreement assigns the City of Austin, hereafter known as The City, as the Fiscal Agent for grants provided in support of the ARIC, and requires that it

provide office space, equipment, and supplies in order to carry out the administrative operation of the ARIC.

4. During the fall and winter of 2012 and into 2013, the Partner Agencies entered into a second Interlocal Cooperation Agreement that created a mechanism to fund the technology and related systems necessary for the continued operations of the Center (Sustainment Funding Agreement).
5. In 2017, the Partner Agencies amended the Original Agreement and the Sustainment Funding Agreement to add additional Partner Agencies, and to authorize the City of Austin to enter into separate collateral agreements, to be known as Partner Equivalent Agency Agreements, as necessary, to allow certain non-governmental agencies, to be known as Partner Equivalent Agencies, to assume obligations and receive benefits equivalent to Partner Agencies. Each Partner Equivalent Agency Agreement must include the same terms of understanding contained in the Original Agreement and the Sustainment Funding Agreement in substantially the same format as the Original Agreement and the Sustainment Funding Agreement.
6. In 2022, the Partner Agencies amended the Original Agreement and Sustainment Funding Agreement to include additional Partner Agencies.
7. This Amended and Restated Interlocal Agreement merges the Original Agreement and Sustainment Funding Agreement and streamlines the administrative process of approving new partner agencies.

NOW, THEREFORE, the Parties amend and restate the Original Agreement and Sustainment Funding Agreement.

AGREEMENT PART ONE

Governance and Management

I. AUTHORITY AND LIMITATIONS TO APPLICABILITY

Authority for entering into this Agreement is found in the Interlocal Cooperation Act, Texas Government Code Chapter 791. Additional authority is found in the Texas Constitution and laws of the State of Texas. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

II. PURPOSE

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

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

III. MISSION

The Mission of the ARIC is to provide a centralized, comprehensive, multiagency criminal information and intelligence sharing network to enhance the operational effectiveness and efficiency of the law enforcement agencies involved in order to better protect the public. The ARIC provides real-time actionable criminal intelligence by

utilizing technology to identify trends and patterns in criminal activity. The ARIC facilitates the collection, integration, evaluation, analysis and dissemination of criminal information and intelligence through established procedures for law enforcement and homeland security.

IV. GOVERNANCE AND OVERSIGHT

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

- A. The Executive Board shall be comprised of the heads of the five major Law Enforcement entities in the Austin-Round Rock metropolitan area, or their designee(s), and chaired by the APD police chief or designee. The Executive Board shall meet as needed and as agreed upon by Board members. This Board shall:
 1. Resolve conflicts or disputes that might arise related to policy or mission;
 2. Establish protocol concerning the treatment of violations of this Agreement;
 3. Control the dissemination of any information produced by the ARIC including specific alerts and bulletins to agencies inside and outside the region;
 4. Resolve disputes between Partner Agencies and Partner Equivalent Agencies arising from the operation and activity of the ARIC;

5. Review and update the ARIC Privacy Policy annually based upon recommendations by the Privacy Policy Advisory Committee (described below), and changes in applicable law;
 6. Shall provide an annual report to Partner Agencies and Partner Equivalent Agencies on the status and efficacy of the Privacy Policy and ARIC based upon internal and external audits conducted and/or coordinated by the ARIC Operational Management Team (described below).
- B. The APD police chief or designee will appoint a Center Director, who will be responsible for the day to day operation of the Center. The Center Director will establish needed procedures, practices, and protocols and utilize advanced software and technology tools. The Center Director will also develop physical security measures to ensure information and intelligence are protected from unauthorized access, modification, theft or sabotage, whether internal or external, or disasters or intrusions by natural or human causes, and ensure that such information and intelligence is only accessed by authorized personnel with the appropriate access and need to know or right to know.
- C. The ARIC Operational Management Team (Management Team) will be responsible for: technology, use of ARIC information and intelligence databases, conducting and/or coordinating internal and external audits, and investigating misuse of the Center's data resources.
- D. The ARIC shall have a trained Privacy Officer who is appointed by the Center Director and who assists the Management Team in investigating violations of this policy. The Privacy Officer shall receive and investigate reports of alleged errors in information and intelligence, coordinate error resolution under the Center's redress policy, serve as the liaison for the

Information Sharing Environment, and coordinate with other fusion centers in the State of Texas. The Privacy Officer shall coordinate with the Center Director to ensure adherence to enforcement procedures, and that such procedures are adequate. The Privacy Officer shall also review all analytical products to ensure that they provide appropriate privacy, civil rights, and civil liberties protections prior to dissemination or sharing by the center. The Privacy Officer can be contacted through the public ARIC website.

V. COLLECTION LIMITATION

- A. The ARIC may only seek or retain information that was gathered in a fair and lawful manner, wherein the source is reliable, and the content is valid or limitations on confidence are identified and with the knowledge and consent of the individual, if appropriate, and falls into the following categories:
 - 1. Is suspicious activity that has a potential terrorism or criminal nexus and constitutes a suspicious action report (SAR) or information sharing environment-suspicious action report (ISE-SAR) information under the Information Sharing Environment Functional Standard; or
 - 2. Is relevant to the investigation and prosecution of suspected criminal, including terrorist, activity, the justice system response, and the prevention of crime or is useful in crime analysis or in the administration of justice and public safety (including topical searches of open source information).
- B. Within the Criminal Intelligence System, the ARIC shall collect and retain information only where there is reasonable suspicion that a specific individual or organization has committed a criminal offense or is involved in or is planning criminal (including terrorism) conduct or activity that presents a threat to any individual, the community, or the nation and the information is relevant to the criminal (including terrorist) conduct or activity.

- C. This policy applies to information or intelligence that identifies any individual or organization as a criminal subject. The ARIC will not seek, collect or retain information about an individual or organization, and originating agencies will not submit such information, solely based on religious, political, or social views or activities; participation in a particular organization or event; or race, ethnicity, citizenship, place of origin, age, disability, gender, or sexual orientation. Further, these factors will not be considered as factors that create suspicion, except if used as part of a specific suspect description.
- D. Information obtained from or through the ARIC can only be used for lawful purposes. A lawful purpose means the request for data is directly linked to a law enforcement agency's active criminal investigation or is in response to confirmed information that requires intervention to prevent a criminal act or other threat to public safety. All information disseminated from the ARIC related to criminal activity that identifies a criminal subject must be relevant and useful in aiding an authorized and active criminal or background investigation.
- E. The ARIC incorporates the collection, assessment, retention/storage, security, and sharing of SAR and ISE-SAR information into existing processes and systems used to manage other crime related information to protect information and intelligence, as well as privacy and civil liberties. All constitutional protections and individual agency policies and procedures that apply to a law enforcement officer's authority (e.g. to stop, detain, identify, search and frisk) will be followed and upheld in the same measure when gathering SAR information, whether or not the observed behavior is related to criminal activity.

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

A. Privacy Policy.

The information shared between the Parties will be handled in accordance with Austin Regional Intelligence Center Privacy Policy (Privacy Policy) and the "Criminal Intelligence Systems Operating Policies" 28 CFR Part 23, U.S. Executive Order 12291.

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

B. Privacy Policy Advisory Committee.

1. The Privacy Policy Advisory Committee (Committee) shall review the Privacy Policy annually to ensure safeguards and sanctions are in place to protect personal information and shall advise the Executive Board of the ARIC of its recommendations based upon the purpose and mission statements of the ARIC.
2. The Committee shall annually select from its membership a chair and any additional officers that the board finds appropriate. A person may not serve as the chair for more than two consecutive years. Upon selection of the chair and additional officers, the Committee shall agree upon the meeting schedule and other operational procedures.
3. The Committee shall include the following, as selected by the governing bodies or their designees:

- a. a community advocate, as selected by the City of Austin;
 - b. a licensed attorney, as selected by Hays County;
 - c. an information privacy advocate, as selected by the City of Round Rock;
 - d. a criminal justice expert, as selected by Travis County; and
 - e. a law enforcement expert, as selected by Williamson County.
- 4. The Committee shall provide an annual report to the Partner and Partner Equivalent Agencies that contains any proposed changes to the Privacy Policy along with the results of any discussion and review by the Executive Board regarding such changes.
 - 5. The Committee shall comply with the Texas Government Code, Chapter 551 (Open Meetings Act) to the extent not otherwise required by Chapter 551 or other state or federal law or rule.

VII. DUTIES AND PERFORMANCE BY THE CITY

The City serves as the Fiscal Agent for the grants provided in support of the ARIC. The City, as the Fiscal Agent, agrees to provide office space, equipment, and supplies to carry out the administrative operation of the ARIC. Sustainment funding for the ARIC will be the responsibility of the Partner Agencies and Partner Equivalent Agencies as described in Part Two of this Agreement, below. Additional equipment required by the Partner Agencies and Partner Equivalent Agencies will be the responsibility of the Partner Agencies and Partner Equivalent Agencies.

VIII. DUTIES AND PERFORMANCE OF ALL PARTNER AGENCIES AND PARTNER EQUIVALENT AGENCIES

- A. Specific control over an agency's resources and the continued dedication of these resources to the ARIC shall be retained by the Partner Agencies and

Partner Equivalent Agencies, which will be kept fully apprised of all analytical developments by its respective subordinates, as appropriate security clearances permit.

- B. Each Partner Agency and Partner Equivalent Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies and Partner Equivalent Agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
- C. Partner Agencies and Partner Equivalent Agencies will adopt this Agreement and corresponding policies, and such Agreement and policies will have the same force and effect as the participating agencies' internal policies and procedures.
- D. Individual users of the ARIC's information and intelligence remain responsible for the lawful and appropriate use of the information and intelligence provided by the ARIC. Failure to abide by the restrictions and use limitations for ARIC data may result in the suspension or termination of individual user privileges, disciplinary sanctions imposed by the user's employing agency, or criminal prosecution. Each individual user, Partner Agency, and Partner Equivalent Agency participating in the ARIC is required to abide by the Privacy Policy in providing information and intelligence to the ARIC and in the access, use, security, and disclosure of information and intelligence obtained by and through the Center.
- E. Partner Agencies and Partner Equivalent Agencies will adopt and comply with internal policies and procedures requiring the agency, its personnel, contractors, and users to:

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

IX. PERSONNEL

A. Modification of Personnel.

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

B. Personnel Rules and Discipline.

1. A complaint made against any Partner Agency or Partner Equivalent Agency individual assigned to the ARIC, while acting within the scope of their ARIC assignment, shall be reported to the Center Director. The Director will immediately report such complaint to the respective agency's direct supervisor of the individual. Such complaints shall be investigated immediately by the Director and reported to the Executive Board for review and possible removal from the ARIC.
2. An investigation of a complaint made against any personnel assigned to the ARIC outside the scope of their ARIC assignment will be the sole responsibility of the agency employing the individual. Disciplinary action, if any, is the responsibility of the employing agency. The Partner Agency or Partner Equivalent Agency shall immediately notify the Center Director of any disciplinary action taken to the extent possible by law or contract.
3. The Director reserves the right to remove any personnel from the ARIC during the course of an investigation into a complaint of personnel misconduct.
4. Each Partner Agency and Partner Equivalent Agency will be subject to the personnel rules, regulations, laws and policies applicable to their respective agencies. All Partner Agencies and Partner Equivalent agencies will abide by appropriate security agreements concerning the handling of classified and sensitive material.
5. Salaries and overtime of ARIC personnel will be paid by their respective agencies.

C. Training.

Each Partner Agency and Partner Equivalent Agency will require training for certain individuals as detailed in the Training Matrix adopted by the Executive Board.

X. DIRECTION OF ARIC AND RESOURCE CONTROL

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

XI. AUDITING

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

PART TWO
ARIC Funding

I. BUDGET**A. Proportional Cost Allocation.**

The annual Operating Costs shall be shared based on the participation levels of each Partner Agency and Partner Equivalent Agency. Each Partner Agency or Partner Equivalent Agency shall identify the number of sworn personnel, with the exception of sworn personnel who identify as a County Jailer as defined in Texas Occupations Code Section 1701.001, who are in positions to use the services of the ARIC as described in this Agreement, as shown in Exhibit A ("Identified Positions"). The formula for the participation level for each Partner Agency and Partner Equivalent Agency is the approved Budget for Operating Costs divided by the total number of Identified Positions in all Partner and Partner Equivalent Agencies. This per Identified Position contribution is multiplied by the number of Identified Positions in a Partner Agency and Partner Equivalent Agency. The Partner Agencies and Partner Equivalent Agencies may modify the number of Identified Positions as needed each Fiscal Year. Each Partner Agency and Partner Equivalent Agency's Annual Assessment includes amounts that may be held in reserve in anticipation of future hardware replacements. Costs that are incurred to benefit only one individual Partner Agency or Partner Equivalent Agency shall be paid only by the Partner Agency or Partner Equivalent Agency benefiting from such ARIC enhancements.

B. Annual Budget.

The Director of the ARIC shall prepare an annual budget on a Fiscal Year basis and submit this budget to the Operational Management Team. The Operational Management Team shall review and adjust the Budget, as needed, and then submit the Budget to the Executive Board. The Executive Board shall, no later than March 1st of each year, recommend that each Partner Agency and Partner Equivalent Agency approve the Budget and appropriate its Annual Assessment in its budget for its next fiscal year.

C. Budgeted Expenditures.

After the Budget has been approved and funded by the Partner and Partner Equivalent Agencies, the City is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Budget require additional budget approval and funding by all of the Partner and Partner Equivalent Agencies, or re-allocation of existing funds by the Executive Board.

D. Funding Transfers to City.

Once each Partner Agency and Partner Equivalent Agency appropriates its Annual Assessment in its annual budgetary process, the City shall provide timely and accurate invoices as described below (D.1.) to facilitate the transfer of funds by each Partner Agency and Partner Equivalent Agency to the City. The City, the Partner and Partner Equivalent Agencies shall each comply with the following procedures to facilitate payment by the City to the ARIC vendors and contractors:

1. Invoice for Annual Assessment. At least 30 days prior to the beginning of each Fiscal Year, the City shall send each Partner Agency and Partner Equivalent Agency an invoice for its Annual Assessment.
2. Approval of Invoice Amount. Each Partner and Partner Equivalent Agency must notify the City in writing within 15 business days after receipt of the invoice for the Annual Assessment if its invoice does not correctly state its Annual Assessment.
3. Payment Instructions. The City must provide payment instructions to each Partner and Partner Equivalent Agency for the transfer of funds to the City.

4. Partner Agency Funds. Each Partner Agency and Partner Equivalent Agency must pay its Annual Assessment to the City no later than 60 calendar days after receipt of the invoice.

II. ARIC FUND

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

- D. Payments. Subject to the availability of sufficient funds in the ARIC Fund, the City shall pay ARIC contractors and vendors in compliance with the Texas Prompt Payment Act.
- E. Reports. The City shall provide each Partner Agency and Partner Equivalent Agency with a monthly report comparing the Budget with the actual expenses incurred in that month and in the current Fiscal Year to date. This report will be provided during the Operational Management Team's monthly meeting.

III. Funding.

The Partner Agencies and Partner Equivalent Agencies specifically acknowledge that funding for each Partner Agency's and Partner Equivalent Agency's Annual Assessment must go through that Partner Agency's or Partner Equivalent Agency's normal budgeting process; and after approval by its governing body or other approval required by law, is payable in compliance with section I. D.

IV. Failure to Appropriate or Partial Funding.

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

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

- B. Budget Revision. Amend the Operating Budget by reducing costs and/or increasing the amounts paid by the other Partner Agencies and Partner Equivalent Agencies if the Unfunded Party opts not to continue to participate.
- C. Suspension of Representation. Remove the Unfunded Party from the Operational Management Team and Executive Board, if applicable, and suspend the voting rights for the Unfunded Party.

PART THREE

Definitions

- A. Annual Assessment means the proportionate share of the Operating Costs stated in the Budget by all Partner and Partner Equivalent Agencies determined in accordance with that Partner or Partner Equivalent Agency's participation level determined as described in PART TWO, I.A. and as detailed on Exhibit A of that Fiscal Year's approved Budget.
- B. Fiscal Year means the fiscal year adopted by the City. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.
- C. Information includes any data about people, organizations, events, incidents, or objects, regardless of the medium in which it exists.
- D. Intelligence is the product of an analytical process that provides an integrated perspective to disparate information about crime, crime trends, crime and security threats, and conditions associated with criminality.
- E. Law includes any applicable local, state, tribal, territorial, or federal statute, ordinance, regulation, executive order, policy, or court rule, decision, or order,

as construed by appropriate local, state, tribal, territorial, or federal officials or agencies.

- F. Need to Know is established when, as a result of jurisdictional, organizational, or operational necessities, access to sensitive information or intelligence is necessary for the conduct of an individual's official duties as part of an organization that has a right to know the information in the performance of a law enforcement, homeland security, or counter-terrorism activity, such as to further an investigation or meet another law enforcement requirement.
- G. Operating Costs are all costs associated with direct purchase of goods and services, including but not limited to computer hardware, computer software, and hardware and software maintenance and replacement. Operating Costs also include technology enhancements necessary to improve the efficiency and effectiveness of the ARIC.
- H. Right to Know is established when, based on having legal authority or responsibility, or pursuant to an authorized agreement, an agency or organization is authorized to access sensitive information and intelligence in the performance of a law enforcement, homeland security, or counter-terrorism activity.

PART FOUR

General Provisions

I. Relationship of Parties and Liability.

Nothing in this Agreement shall be deemed to create an employment relationship between the City and the other Parties. The Parties do not waive and do intend to assert any available defenses and/or limitations on liability. No Party shall be considered to be an agent of another Party. The City does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental (sovereign) immunity under the laws of the State of Texas. The Partner Agencies acknowledge that none of the Parties have waived their sovereign immunity by entering into this Agreement.

II. Amendments.

- A. This Agreement may be modified only by a writing properly executed by each of the Partner Agencies, with the exception of when adding new partner agencies under II.B. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Partner Agencies unless made in writing and properly executed by each of the Partner Agencies.
- B. This Agreement may be amended to include one or more additional new partner agencies (Associate Partner Agencies). The Partner Agencies authorize the City of Austin to enter into separate Associate Partner Agreements as necessary to allow public agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code and that are not currently Partner Agencies to assume obligations and receive benefits equivalent to Partner Agencies (Associate Partner Agencies). A new Associate Partner Agency must first be unanimously agreed upon by the Executive Board. The governing body of each new Associate Partner Agency and the City of Austin City Council must approve the Associate Partner Agreement. Such an agreement must include the same terms of understanding contained in the ARIC Amended and Restated Interlocal Agreement in substantially the same format, and Associate Partner Agencies must agree to follow the ARIC Privacy Policy, as amended .
- C. The City of Austin is authorized to enter into separate collateral agreements, as necessary, to allow agencies that are not state agencies, local governments, or other agencies that are authorized to contract with each other under Chapters 771 and 791 of the Government Code (non-governmental agencies) to assume obligations and receive benefits equivalent to Partner Agencies (Partner Equivalent Agencies). To qualify for consideration to become a Partner

Equivalent Agency, a nongovernmental agency must utilize a full-service law enforcement component that employs police officers licensed by the State of Texas and vested with full law enforcement powers and responsibilities. Before any non-governmental agency becomes a Partner Equivalent Agency, that non-governmental agency must first be agreed upon by a majority of the Executive Board, with approval by the Chair. Upon approval by the Executive Board and Chair, the approved non-governmental agency is recommended to the City of Austin City Council which must approve each agreement to create a Partner Equivalent Agency before any approved non-governmental agency seeking to become a Partner Equivalent Agency may be offered that agreement. Such an agreement must include the same terms of understanding contained in the ARIC Amended and Restated Interlocal Agreement in substantially the same format (Partner Equivalent Agency Agreement). To complete the transaction, the approved nongovernmental agency and the City of Austin must execute the Partner Equivalent Agency Agreement. This Partner Equivalent Agency Agreement may be modified or amended by the City and the Partner Equivalent Agency only to replicate an amendment adopted by the Partner Agencies to the Amended and Restated Interlocal Agreement, or to replicate an amendment to this Agreement. The Partner Equivalent Agency and the City shall approve and execute an amendment to this Partner Equivalent Agency Agreement when necessary for it to remain substantially the same as the Amended and Restated Interlocal Agreement.

III. Term of Agreement.

1. Effective Date. This Agreement shall commence on the date of execution by the last Party to sign this Agreement. Once effective, the initial term of this Agreement shall terminate on _____, 2025.
2. Renewal Term(s). Subject to continued funding, this Agreement shall renew annually automatically, unless terminated as provided herein.

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

IV. Assignment.

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

V. Complete Agreement.

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

VI. Severability.

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

VII. Third Party Beneficiaries.

This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

VIII. Miscellaneous.

- A. This Agreement is subject to the provisions of any agreement made between the Parties to this Agreement and the United States Government

relative to the expenditure of federal funds for the development of the ARIC.

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

C. Notice.

1. All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.
2. When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mailbox or at a U.S. post office.
3. Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.
4. Notices sent to the Parties pursuant to this Agreement shall be delivered or sent to:

AUSTIN POLICE DEPARTMENT

Austin Police Department

Chief's Office

715 E. 8th Street

Austin, Texas 78701

This Agreement is effective on _____, 2024.

CITY OF AUSTIN on behalf of its POLICE and FIRE DEPARTMENTS

By: Bruce Mills Date: 5-8-24

Printed Name: Bruce Mills

Title: ASST CITY MANAGERS

AUSTIN INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF GEORGETOWN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HAYS COUNTY on behalf of the HAYS COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

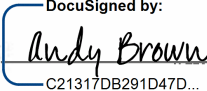
CITY OF ROUND ROCK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SAN MARCOS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TRAVIS COUNTY on behalf of the TRAVIS COUNTY SHERIFF'S OFFICE

By:  _____ Date: 5/22/2024

Travis County Judge Andy Brown

UNIVERSITY OF TEXAS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY SHERIFF'S OFFICE

By: _____ Date: _____

CITY OF PFLUGERVILLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

AUSTIN COMMUNITY COLLEGE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

TEXAS STATE UNIVERSITY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF CEDAR PARK on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF KYLE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BUDA on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF SUNSET VALLEY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF MANOR on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF LAKEWAY on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF WESTLAKE HILLS on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF BEE CAVE on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

HUTTO INDEPENDENT SCHOOL DISTRICT on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

CITY OF ELGIN on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

St Edwards University on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

Concordia University on behalf of its POLICE DEPARTMENT

By: _____ Date: _____

EXHIBIT A

AUSTIN REGIONAL INTELLIGENCE CENTER PROPORTIONAL COST FOR
PARTNER AGENCIES

FISCAL YEAR _____

Department	Number of Sworn	Contribution
City of Austin APD/AFD		
Austin ISD PD		
Georgetown PD		
Hays County SO		
Round Rock PD		
San Marcos PD		
Williamson County SO		
Travis County SO		
University of Texas PD		
Pflugerville PD		
Pflugerville ISD PD		
Cedar Park PD		
Texas State PD		
Austin Community College PD		
Kyle PD		
Buda PD		
Sunset Valley PD		
Manor PD		
Lakeway PD		
Westlake Hills PD		
Hutto ISD PD		
Bee Cave PD		
Elgin PD		
St. Edward's PD		
Concordia PD		



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT OF WAY.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve resolution.

BACKGROUND:

Required for agreement with TXDOT to close Main Street which is Loop 109 -- TXDOT Right of way for Hogeye Festival. The Hogeye Festival directly contributes to the development, promotion, and revitalization of the downtown business district. The award-winning Elgin Main Street program and the Hogeye Festival committee have organized: The Hogeye Stroll Thursday night includes the Hogalicious Dessert Contest and the Pearls Before Swine Art Show, and drives traffic to local businesses. The Free Friday Night Street Dance Features Kenny Ortiz and No Chance Band, and Saturday includes all of the festival activities – handmade arts and crafts, live music and entertainment, BBQ Pork cookoff, car show, carnival, Cow Patty Bingo, children’s activities, and more! The event includes great volunteer support working in concert with City staff to produce a weekend of entertainment and celebration in downtown Elgin that is free for the whole community.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve Resolution.

ATTACHMENTS:

1. Hogeye Resolution txdot
2. 2024 tea30 TXDOT
3. 2024 Hogeye Vendor Map

{ } 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: 2024-07-16-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ELGIN, TEXAS AUTHORIZING EXECUTION OF AN
AGREEMENT WITH THE TEXAS DEPARTMENT OF
TRANSPORTATION FOR TEMPORARY CLOSURE OF
STATE RIGHT OF WAY.**

WHEREAS, the City of Elgin will hold the annual Hogeye Festival on Saturday, October 26, 2024; and

WHEREAS, the Hogeye Festival is a free community street festival held in the downtown district including Loop 109 from Lexington to Austin Street; and

WHEREAS, the Governing Body of the City of Elgin desires to reaffirm its support of the Hogeye Festival and approve and authorize the execution of an Agreement for the Closure of State Right of Way.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Texas Department of Transportation.

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 16th day of July 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ESMERALDA RANGEL, Assistant City Secretary

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Elgin, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Loop 109, in Bastrop, County; and

WHEREAS, the City has requested the temporary closure of Loop 109 for the purpose of the 36th Annual Hogeeye Festival as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 16th day of July, 2024, the Elgin City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times,

approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the

State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs incurred by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City: City of Elgin Attn: Amy Miller PO Box 591 310 North Main Street Elgin Texas 78621	State: Texas Department of Transportation _____ _____ _____
--	---

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

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

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF ELGIN

Executed on behalf of the City by:

By _____ Date _____
City Official

Typed or Printed Name and Title Thomas Mattis
City Manager

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Hogeye Festival Fact Sheet

What is the Hogeye Festival?

The annual Hogeye Festival of Elgin, Texas is a street festival held on the 4th Saturday of October. Hogeye celebrates community, family, famous Elgin Hot Guts Sausage, and all things swine! Join us as we sing along to "STOP in the Name of Pork!" while the Harleys roll in with The Sowpremes. Play Cow Patty Bingo and win fabulous prizes based on where a cow does her or his business (splatter matters in this game!). Sample the winners at the BBQ Pork contest, dance all day to live music. Enjoy handmade arts and crafts. Enjoy kids activities. Stroll through the Road Hog Car Show. Test your aim at the ACME Brick throwing contest before you take a rest on a hay bale. The Hogeye Festival is a family community event. Hogeye provides great exposure for your high-quality image to families, retirees, tweens, and twenty somethings! This is a free festival which is produced by the Elgin Main Street Board, organized by local hogunteers (volunteers) and underwritten by generous business sponsors. Join us for "the Best Little Pig Gig" in Elgin Texas!

Who is the Elgin Main Street Board?

Elgin is a Texas Main Street City focused on implementing a downtown revitalization program with its roots in economic development in the context of historic preservation. Elgin, Texas, population just over 10,000, is located in

Bastrop and Travis counties. It is an economically and ethnically diverse community that includes an overall area of 48,000 in population. The Elgin Main Street Board is responsible for a downtown beautification program providing planters, benches, trash cans, and streetlight pole banners. The Board has a business assistance program which includes marketing assistance, paint assistance, networking opportunities, training, and advertising. It implements a variety of promotional events throughout the year both independently and in partnership with local organizations, supports community arts initiatives, and organizes over 100 volunteers and thousands of volunteer hours. The Elgin Main Street Board is appointed by the City Council, all members serve as volunteers and this grass roots program is driven by community volunteer vision.

How does the Hogeye Festival support the Elgin Main Street Board?

Through the years, monies raised at the Hogeye Festival have provided funds to support Downtown property and business owners. The Board has led the improvements to the sidewalks and ramps throughout the District. Live planters have been installed at the corners. Benches and trash receptacles are provided in common areas. LED lights have been installed on top of buildings to light up downtown, and way finding signs direct the public from Hwy. 290 and Hwy 95 to downtown. In partnership with the Elgin Chamber of Commerce and the Elgin Economic Development Corporation, the Main Street Program sponsors the award-winning Downtown 78621 magazine. The Board provides marketing, paint, and dumpster assistance programs. Training opportunities for business owners are supported and made available through the Main Street Board. Promotional events are hosted throughout the year including Sip Shop and Stroll on 2nd Thursdays, First Saturday Sidewalk Sales, Local Lore, Music in the Park, Small Business Saturday, Holiday by the Tracks and Hot Cocoa Stroll, Elgin Art Studio Tour, Holiday events, Safe Trick or Treat, National Preservation month activities, and The Art of Giving.

Follow us on Facebook, Twitter, or join us at www.hogeyefestival.com.

Exhibit B

RESOLUTION

Exhibit C

37th Annual Hogeye Festival Map

Saturday, October 26th from 10 am to 6 pm with approximately 20,000 attendees

Exhibit C

Traffic Control Map

2024 Traffic control map

Vendor Parking at Water Tower 900 W. 2nd St. Elgin, TX 78621

Vendor Packet has details on
vendor shuttle service

Free Festival Shuttle at Parks & Recreation 361 N. Hwy 95 Elgin, TX 78621

Additional ice can be
purchased at the
VFW booth located
at 2nd & Main Street.

37th Annual

ELGIN, TX HOGEYE FESTIVAL

2024 Vendor Map

hogeyefestival.com



If you miss your booth, you will need to loop around back to
vendor check-in. Stay on the west side of the tracks, take a left
onto Lexington, left onto Ave. C, right onto W. 3rd Street, left
onto Ave A, and finally left onto Brehnam Street.





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: REQUEST TO WAIVE OPEN CONTAINER ORDINANCE OCTOBER 24, 25 AND 26 FOR THE 37TH ANNUAL HOGEYE FESTIVAL.

DEPARTMENT: Community Services

PROPOSED ACTION: Consider waiver of open container ordinance for Annual Hogeye Festival Thursday, October 24 for the Hogeye Stroll from 5pm to 9pm 400 block of Main Street to Brenham Street, 2nd Street, First Street, Depot Street, Central Avenue and Austin Street from Avenue A to Main Street, on Friday, October 25 from 4pm to midnight on Depot Street from Main Street to Avenue A for the Free Street Dance, and in the 300-400 block of North Main Street including City Hall and Library parking lots for the Gordon Swenson Memorial BBQ Pork Cook-off and on Saturday, October 26 from 8am to 7pm on the festival grounds Loop 109 Main Street from the 400 block of North Main Street to the 200 block of South Main Street, Austin Street, 1st Street, 2nd Street, from the Union Pacific Railroad tracks to Avenue A and on Central Avenue, Depot Street from Main Street to Avenue A.

BACKGROUND:

The Hogeye Festival directly contributes to the development, promotion, and revitalization of the downtown business district. The award-winning Elgin Main Street program and the Hogeye Festival committee have organized: The Hogeye Stroll Thursday night includes the Hogalicious Dessert Contest and the Pearls Before Swine Art Show, and drives traffic to local businesses. The Free Friday Night Street Dance Features Kenny Ortiz and No Chance Band, and Saturday includes all of the festival activities – handmade arts and crafts, live music and entertainment, BBQ Pork cookoff, car show, carnival, Cow Patty Bingo, children's activities, and more! The event includes great volunteer support working in concert with City staff to produce a weekend of entertainment and celebration in downtown Elgin that is free for the whole community.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Recommend approval.

ATTACHMENTS:

1. signed letter to Council Hogeye 2024

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

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



July 10, 2024

Theresa McShan, Mayor
City of Elgin
PO Box 591
Elgin, Texas 78621

Dear Mayor McShan:

The 37th Annual Hogeye Festival is scheduled for Saturday, October 26th, 2024, on Main Street in Historic Downtown Elgin. The work of the festival committee, volunteers, business sponsors, and community groups make this a unique and very successful event with over 100 volunteers the day of the festival. We thank the City of Elgin for all the support provided by city departments to make the Hogeye Festival possible.

Hogeye is a community celebration to raise funds for Elgin Main Street Program grant programs and your support of the Hogeye Festival directly contributes to the development, promotion, and revitalization of the downtown business district and our town.

The Elgin Main Street Board and the Hogeye Festival Committee request:

- Request to waive the open container ordinance for the 37th Annual Hogeye Festival sponsored by the Elgin Main Street Board and the City of Elgin on Saturday, October 26th from 10 am to 7 pm in the festival area: Loop 109 (Main Street) from Austin Street to Lexington, Central Avenue, Depot Street, 1st Street, 2nd Street, and 3rd Street from the Union Pacific railroad tracks to Avenue A. On Friday October 25th for the Street Dance and Gordon Swenson Memorial BBQ Park Cook off from 5 pm to 11:59 pm on Main Street and Avenue C utilizing City Hall and the Library parking lots. On Thursday, October 24th from 5 pm to 10 pm for the Hogeye Stroll with the Hogalicious Dessert Contest and the Pearls Before Swine Art Show downtown from Lexington Road to Brenham on Main and Avenue C.
- Request to approve street closures for the 37th Annual Hogeye Festival on Saturday, October 26, 2023, from 4 am to 8 pm as illustrated in the attached traffic control plan.

Thank you for working with us to make this event possible. We appreciate the City's support relating to logistics, planning, and implementation of the festival.

Sincerely,


Krista Marx
President

Elgin Main Street Board | PO Box 591 | Elgin, Texas 78621



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO CLOSE STREETS FOR THE HOGEGYE FESTIVAL STREET DANCE FRIDAY OCTOBER 25 FROM 4PM TO MIDNIGHT ON DEPOT STREET FROM MAIN STREET TO AVENUE A FOR THE FREE STREET DANCE, AND ON SATURDAY, OCTOBER 26 FROM 8AM TO 7PM THE FESTIVAL GROUNDS LOOP 109 MAIN STREET FROM THE 400 BLOCK OF NORTH MAIN STREET TO THE 200 BLOCK OF SOUTH MAIN STREET, AUSTIN STREET, 1ST STREET, 2ND STREET, FROM THE UNION PACIFIC RAILROAD TRACKS TO AVENUE A AND CENTRAL AVENUE AND DEPOT STREET FROM MAIN STREET TO AVENUE A.

DEPARTMENT: Community Services

PROPOSED ACTION: Consider request for street closures.

BACKGROUND:

The Hogeye Festival directly contributes to the development, promotion, and revitalization of the downtown business district. The award-winning Elgin Main Street program and the Hogeye Festival committee have organized: The Hogeye Stroll Thursday night includes the Hogalicious Dessert Contest and the Pearls Before Swine Art Show, and drives traffic to local businesses. The Free Friday Night Street Dance Features Kenny Ortiz and No Chance Band, and Saturday includes all of the festival activities – handmade arts and crafts, live music and entertainment, BBQ Pork cookoff, car show, carnival, Cow Patty Bingo, children's activities, and more! The event includes great volunteer support working in concert with City staff to produce a weekend of entertainment and celebration in downtown Elgin that is free for the whole community.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve request for street closures.

ATTACHMENTS:

1. Traffic Control Map
2. signed letter to Council Hogeye 2024
3. Signed Letter from Chief 2024

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

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

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

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

CITY OF ELGIN, TEXAS PROPOSED TRAFFIC CONTROL PLAN FOR HOG EYE FESTIVAL OCTOBER 26-28, 2023

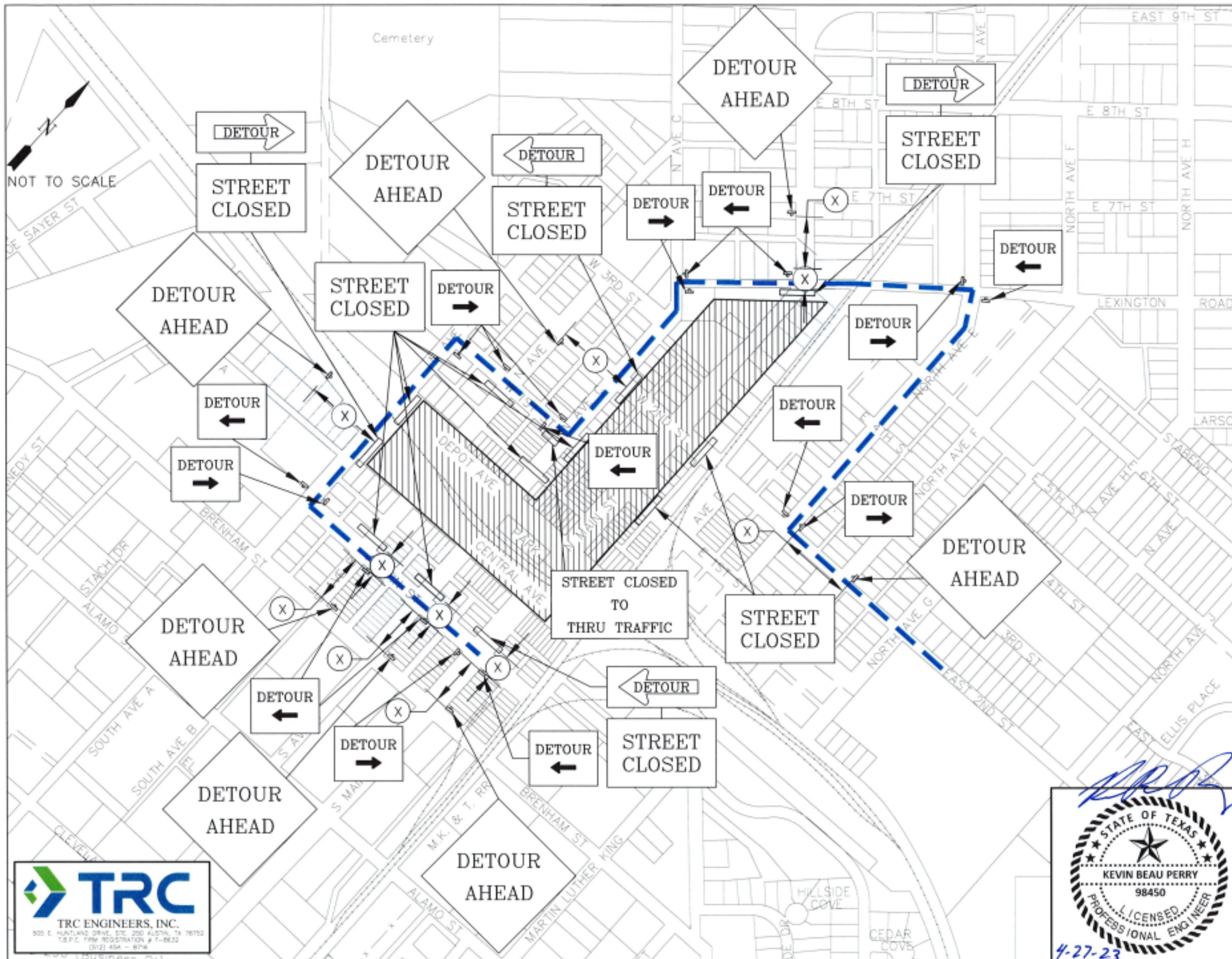
LEGEND

-  TYPE III BARRICADE
-  PROPOSED SIGN
-  DISTANCE
(SEE CHART BELOW)
-  DETOUR ROUTE
-  FESTIVAL AREA

POSTED SPEED	MINIMUM DIST.
30 or less	80
35	120
40	160
45	240

NOTES:

- ALL SIGNS AND BARRICADES SHALL MEET THE REQUIREMENTS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- STREET CLOSURES MAY ALSO BE PERFORMED BY A UNIFORMED POLICE OFFICER AND/OR FLAGMAN, INSTEAD OF BARRICADES.
- BUSINESSES LOCATED AT THE INTERSECTION OF LEXINGTON ROAD AND MAIN STREET SHALL BARRICADE THE DRIVEWAYS THAT ACCESS MAIN STREET.
- AVENUE C SHALL REMAIN OPEN UNTILL 8 A.M. PRIOR TO BARRICADES BEING PLACED AS SHOWN.
- SIGN SHALL BE PLACED OUTSIDE THE POST OFFICE FOR 10 MINUTE PARKING-TOWING ENFORCED.





July 10, 2024

Theresa McShan, Mayor
City of Elgin
PO Box 591
Elgin, Texas 78621

Dear Mayor McShan:

The 37th Annual Hogeye Festival is scheduled for Saturday, October 26th, 2024, on Main Street in Historic Downtown Elgin. The work of the festival committee, volunteers, business sponsors, and community groups make this a unique and very successful event with over 100 volunteers the day of the festival. We thank the City of Elgin for all the support provided by city departments to make the Hogeye Festival possible.

Hogeye is a community celebration to raise funds for Elgin Main Street Program grant programs and your support of the Hogeye Festival directly contributes to the development, promotion, and revitalization of the downtown business district and our town.

The Elgin Main Street Board and the Hogeye Festival Committee request:

- Request to waive the open container ordinance for the 37th Annual Hogeye Festival sponsored by the Elgin Main Street Board and the City of Elgin on Saturday, October 26th from 10 am to 7 pm in the festival area: Loop 109 (Main Street) from Austin Street to Lexington, Central Avenue, Depot Street, 1st Street, 2nd Street, and 3rd Street from the Union Pacific railroad tracks to Avenue A. On Friday October 25th for the Street Dance and Gordon Swenson Memorial BBQ Park Cook off from 5 pm to 11:59 pm on Main Street and Avenue C utilizing City Hall and the Library parking lots. On Thursday, October 24th from 5 pm to 10 pm for the Hogeye Stroll with the Hogalicious Dessert Contest and the Pearls Before Swine Art Show downtown from Lexington Road to Brenham on Main and Avenue C.
- Request to approve street closures for the 37th Annual Hogeye Festival on Saturday, October 26, 2023, from 4 am to 8 pm as illustrated in the attached traffic control plan.

Thank you for working with us to make this event possible. We appreciate the City's support relating to logistics, planning, and implementation of the festival.

Sincerely,


Krista Marx
President

Elgin Main Street Board | PO Box 591 | Elgin, Texas 78621



Elgin Police Department

Office of the Chief of Police

202 Depot Street, Elgin, Texas 78621

July 10, 2024

Texas Dept. of Transportation
Austin District
125 E. 11th Street
Austin, TX 78701

Re: Temporary Road Closure - Hogeye Festival, Elgin, TX October 26, 2024

The Elgin Police Department will be participating in the 37th Annual Elgin Hogeye Festival to include the following: Managing traffic and public safety in-and-around the proposed Loop 109 road closure from 4 am - 8 pm on October 26, 2024, as well as managing and directing any necessary detours.

Sincerely,

Chris Noble, Chief of Police
Elgin Police Department
(512) 285-6811

Cc: Amy Miller
Director of Community Services
City of Elgin



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Board and Commission Appointment

DEPARTMENT: Executive

PROPOSED ACTION: Appoint Bernette Reese Smith to the Historic Review Board for her first term to expire on 09/30/2024.

BACKGROUND:

There is currently a vacancy on the Historic Review Board. The Mayor has recommended Bernette Reese Smith to fill the vacancy. It is recommended that this member be appointed to serve their first term, which will expire on 9/30/2024, to remain consistent with the other appointment cycles.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Mayor's recommendations to fill the vacancy.

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: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS ADOPTING CHAPTER 214, SUBCHAPTER A, OF THE TEXAS LOCAL GOVERNMENT CODE, REPEALING ARTICLE III. UNSAFE BUILDING ABATEMENT OF THE ELGIN CITY CODE AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CONTAINING PENALTIES NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW AND EACH AND EVERY DAY SAID VIOLATION IS CONTINUED SHALL CONSTITUTE A SEPARATE OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion and consideration of the ordinance.

BACKGROUND:

As required by State law, two public hearings on this proposed ordinance were held, and it is now time to take action on this item. See attached Staff Report

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve the ordinance as presented.

ATTACHMENTS:

1. Ordinance Substandard Bldg
2. Chapter 214 Staff Report
3. Opinion Letter 214 Adoption
4. Chapter 214 Outline 6-26-24
5. Chapter 214 Link

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

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

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

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

ORDINANCE NO. 2024-07-16-

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS ADOPTING CHAPTER 214, SUBCHAPTER A, OF THE TEXAS LOCAL GOVERNMENT CODE, REPEALING ARTICLE III. UNSAFE BUILDING ABATEMENT OF THE ELGIN CITY CODE AND REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CONTAINING PENALTIES NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE EXCEPT WHERE A DIFFERENT PENALTY HAS BEEN ESTABLISHED BY STATE LAW AND EACH AND EVERY DAY SAID VIOLATION IS CONTINUED SHALL CONSTITUTE A SEPARATE OFFENSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, it is deemed in the best interest of the City of Elgin for the health, safety, and welfare of its citizens that an ordinance be established to regulate substandard structures within the city of Elgin; and

WHEREAS, this ordinance shall be known as the “Substandard Building Abatement Ordinance” of the city of Elgin, Texas.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF ELGIN, TEXAS:

SECTION 1. There is hereby adopted, provisions of Chapter 214, Subchapter A, of the Texas Local Government Code, as amended from time to time, relating to dangerous structures.

SECTION 2. The 2021 International Building Code or the most recently adopted version of the International Building Code is adopted as the minimum standard for the continued use and occupancy of all buildings regardless of the date of construction.

SECTION 3. There is hereby repealed, Article III, sections 6-56 to 6-70 of the Elgin City Code, relating to unsafe building abatement.

SECTION 4. That if any provision of this ordinance or its application to any person or circumstances is held invalid for any reason, the invalidity does not effect any other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this extent the provisions of this ordinance are declared to be severable

SECTION 5. All other ordinances, parts of ordinances or resolutions in conflict with this ordinance are hereby repealed to the extent of any such conflict.

SECTION 6. A person who violates any provision of this ordinance or who fails to performs an act required by this ordinance that governs health and sanitation commits an offense and shall be guilty of a class “C” misdemeanor for each day or portion thereof during which the violation is continued. An offense under this ordinance is punishable by a fine not to exceed two thousand

dollars (\$2,000), or the amount fixed by State law if the violation is one for which the State has fixed a fine.

SECTION 7. The City Clerk is hereby authorized and directed to publish the caption of this ordinance, together with the penalty provision contained herein, in the manner and for the length of time prescribed by law.

SECTION 8. In accordance with the City Charter, this ordinance was introduced before the Elgin City Council on the 2nd day of July, 2024.

PASSED, APPROVED, and ADOPTED on the 16th day of July, 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary

**~~ARTICLE III. UNSAFE BUILDING ABATEMENT~~¹ **SUBSTANDARD BUILDING
ABATEMENT****

~~Sec. 6-56. Statement of purpose.~~

~~It is the purpose of this article to secure the beneficial interests and purposes thereof, which are public safety, health and general welfare, through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards incident to the construction, alteration, repair, removal, demolition, use and occupancy of buildings, structures or premises.~~

~~(Code 1990, ch. 3, § 2(A); Ord. No. 90-05, 3-6-1990)~~

~~Sec. 6-57. Definitions.~~

~~Words not defined herein shall have the meanings stated in the city adopted international code council codes. Words not defined in the city adopted international code council codes shall have the meanings stated in the Webster's 11th New Collegiate Dictionary, as revised.~~

~~*Approved* means approved by the building official or other authority having jurisdiction.~~

~~*Building* means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind which has enclosing walls for 50 percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof." For the purpose of this article each portion of a building separated from other portions by a fire wall shall be considered as a separate building.~~

~~*Building official* means the officer or other designated authority charged with the administration and enforcement of this article or his duly authorized representative.~~

~~*City* means the City of Elgin, Texas.~~

~~*County* means with respect to land located in Bastrop County, Bastrop County, Texas and, with respect to land located within Travis County, Travis County, Texas.~~

~~*Commission* means the city building standards commission.~~

~~*Department* means the development services department or other agency charged with the enforcement of this article.~~

~~*Owner* means any person, agent, firm or corporation having a legal or equitable interest in the property.~~

~~*Structure* means that which is built or constructed.~~

~~*Unsafe building* means any building or structure that has any of the following conditions, such that the life, health, property or safety of its occupants or the general public are endangered:~~

- ~~(1) — Any means of egress or portion thereof that is not of adequate size or is not arranged to provide a safe path of travel in case of fire or panic.~~

¹State law reference(s)—Unsafe buildings, V.T.C.A., Local Government Code § 214.001 et seq.

-
- (2) ~~Any means of egress or portion thereof, such as, but not limited to, fire doors, closing devices and fire-resistive ratings, that is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.~~
 - (3) ~~The stress in any material, member or portion thereof, due to all imposed loads including dead load, that exceeds the stresses allowed in the standard building code for new buildings.~~
 - (4) ~~The building, structure or portion thereof that has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirement established by the city adopted international building code for new buildings.~~
 - (5) ~~Any exterior appendage or portion of the building or structure that is not securely fastened, attached or anchored such that it is capable of resisting wind, seismic or similar loads as required by the international building code as adopted by the city.~~
 - (6) ~~If for any reason the building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being used.~~
 - (7) ~~The building, structure or portion thereof as a result of decay, deterioration or dilapidation that is likely to fully or partially collapse.~~
 - (8) ~~The building, structure or portion thereof that has been constructed or maintained in violation of a specific requirement of the codes or of a city, county or state law.~~
 - (9) ~~Any building, structure or portion thereof that is in such a condition as to constitute a public nuisance.~~
 - (10) ~~Any building, structure or portion thereof that is unsafe, unsanitary or not provided with adequate egress, or which constitutes a fire hazard, or is otherwise dangerous to human life, or, which in relation to existing use, constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.~~

(Code 1990, ch. 3, § 2(B); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § I, 2-4-2020)

~~Sec. 6-58. Scope.~~

~~The provisions of this article shall apply to all unsafe buildings or structures, as herein defined, and shall apply equally to new and existing conditions.~~

~~(Code 1990, ch. 3, § 2(C); Ord. No. 90-05, 3-6-1990)~~

~~Sec. 6-59. Alterations, repairs or rehabilitation work.~~

- (a) ~~Alterations, repairs or rehabilitation work may be made to any existing building without requiring the building to comply with all the requirements of the city adopted international building code provided that the alteration, repair or rehabilitation work conforms to the requirements of the building code for new construction. The building official shall determine, subject to appeal to the commission the extent, if any, to which the existing building shall be made to conform to the requirements of the city adopted international building code for new construction.~~
- (b) ~~Alterations, repairs or rehabilitation work shall not cause an existing building to become unsafe as defined in section 6-57.~~

(c) ~~If the occupancy classification of an existing building is changed, the building shall be made to conform to the intent of the city adopted international building code for the new occupancy classification as established by the building official.~~

(d) ~~Repairs and alterations, not covered by subsections (a) through (c) of this section, restoring a building to its condition previous to damage or deterioration, or altering it in conformity with the provisions of this article or in such manner as will not extend or increase an existing nonconformity or hazard, may be made with the same kind of materials as those of which the building is constructed; but not more than 25 percent of the roof covering of a building shall be replaced in any period of 12 months unless the entire roof covering is made to conform with the requirements of the city adopted international building code for new buildings.~~

(Code 1990, ch. 3, § 2(D); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § I, 2-4-2020)

~~Sec. 6-60. Special historic buildings and districts.~~

~~The provisions of this article relating to the construction, alteration, repair, enlargement, restoration, relocation or moving buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the building official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings within historic districts. The applicant must submit complete architectural and engineering plans and specifications bearing the seal of a registered professional engineer or architect.~~

(Code 1990, ch. 3, § 2(E); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § I, 2-4-2020)

~~Sec. 6-61. Maintenance.~~

~~All buildings or structures, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards which are required by the city adopted international building code in a building when erected, altered or repaired, shall be maintained in good working order. The owner, or his designated agent, shall be responsible for the maintenance of buildings and structures.~~

(Code 1990, ch. 3, § 2(F); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § I, 2-4-2020)

~~Sec. 6-62. Organization.~~

(a) ~~Enforcement officer.~~ The provisions of this article shall be enforced by the building official.

(b) ~~Restrictions on employees.~~ An officer or employee connected with the department shall not have a financial interest in the furnishing of labor, material or appliances for the construction, alteration, demolition, repair or maintenance of a building, or in the making of plans or of specifications therefor, unless he is the owner of such building. Such officer or employee shall not engage in any work which is inconsistent with his duties or with the interests of the department.

(c) ~~Records.~~ The building official shall keep, or cause to be kept, a record of the business of the department. The records of the department shall be open to public inspection.

(Code 1990, ch. 3, § 2(G); Ord. No. 90-05, 3-6-1990)

~~Sec. 6-63. Powers and duties of the building official.~~

(a) ~~Right of entry.~~

-
- (1) ~~The building official or his authorized representative may enter any building, structure or premises at all reasonable times to make an inspection or enforce any of the provisions of this article.~~
- (2) ~~When entering a building, structure or premises that is occupied, the building official shall first identify himself, present proper credentials and request entry. If the building, structure or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge of the building and demand entry. If entry is refused, the building official or his authorized representative shall have recourse to every remedy provided by law to secure entry.~~
- (3) ~~No person, owner or occupant of any building or premises shall fail, after proper credentials are displayed, to permit entry into any building or onto any property by the building official or his authorized agent for the purpose of inspections pursuant to this article. Any person violating this article shall be prosecuted within the limits of the law as established by the proper governing authority.~~
- (b) ~~Inspections.~~ The building official, the fire official and other authorized representatives are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this article.
- (c) ~~Requirements not covered by article.~~ Any requirement necessary for the strength or stability of an existing or proposed building or structure, or for the safety or health of the occupants thereof, not specifically covered by this article, shall be determined by the building official.
- (d) ~~Liability.~~ Any officer or employee, or member of the commission, charged with the enforcement of this article, acting for the applicable governing body in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act performed by him in the enforcement of any provision of this article shall be defended by the legal department of the applicable governing body until the final termination of the proceedings.
- (e) ~~Reports.~~ the building official shall annually submit a report to the city manager of the decisions rendered by the commission during the preceding year. The report shall include a summary of the decisions of the commission during said year.
- (Code 1990, ch. 3, § 2(H); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

Sec. 6-64. Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this article, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, demolish or move any structure, or has erected, constructed, altered, repaired, moved or demolished a building or structure in violation of a detailed statement or drawing submitted and approved thereunder, shall be prosecuted within the limits provided by state or local law. Each such person shall be deemed guilty of a separate offense for any violation of any of the provisions of this article, and upon conviction of any such violation such person shall be punished within the limits and as provided by state or local laws.

(Code 1990, ch. 3, § 2(I); Ord. No. 90-05, 3-6-1990)

Sec. 6-65. Inspection and notice of noncompliance.

- (a) ~~Building official to inspect.~~ The building official shall inspect or cause to be inspected any building, structure or portion thereof which is or may be unsafe. After the building official has inspected or caused to be inspected a building, structure or portion thereof and has determined that such building, structure or portion

thereof is unsafe, he shall initiate proceedings to cause the abatement of the unsafe condition by repair, vacation or demolition or combination thereof.

- (b) ~~Notice.~~ The building official shall prepare and issue a notice of unsafe building directed to the owner of record of the building or structure. The notice shall contain, but not be limited to, the following information:
- (1) ~~The street address and legal description of the building, structure or premises.~~
 - (2) ~~A statement advising that if the required action as determined by the building official is not commenced within 30 days, the building official shall request that the building standards commission call for a public hearing to determine whether or not conditions exist which render the building or structure unsafe under the provisions of this article.~~
 - (3) ~~If the building or structure is to be repaired, the notice shall require that all necessary permits must be secured within 30 days after receipt of notice and work commenced within 60 days after receipt of said notice and continued to completion within such time as the building official determines.~~
 - (4) ~~If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed.~~
 - (5) ~~If the building or structure is to be demolished, the building official shall require that all permits for demolition be secured within 30 days receipt of notice, that the premises be vacated within 60 days after receipt of notice, and that the demolition be completed within such time as deemed reasonable by the building official.~~
 - (6) ~~A statement advising that if the required action as determined by the building official is not commenced within or completed, as required, the building official shall request that the commission call for a public hearing to determine whether or not conditions exist which render the building or structure unsafe under the provisions of this article.~~
 - (7) ~~All notices and all attachments thereto shall be served upon the owner of record and posted on the property in a conspicuous location. A copy of the notice and all attachments thereto shall also be served on any person determined from official public records to have a legal interest in the property. Failure of the building official to serve any person herein required to be served other than the owner of record shall not invalidate any proceedings hereunder nor shall it relieve any other person served from any obligation imposed on him.~~
 - (8) ~~All notices shall be served either personally or by certified mail, postage prepaid, return receipt requested, to each person at the address as it appears on the official public records. If addresses are not available on any person required to be served the notice, the notice addressed to such person shall be mailed to the address of the building or structure involved in the proceedings. The failure of any person to receive notice, other than the owner of record, shall not invalidate any proceedings under this article. Service by certified or registered mail as herein described shall be effective on the date the notice was received as indicated on the return receipt. Proof of service of the notice shall be by written declaration indicating the date, time and manner in which service was made and signed by the person served on by the return receipt.~~

(Code 1990, ch. 3, § 2(J); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

Sec. 6-66. Standards for compliance.

The following action shall be taken by the building official when ordering the repair, vacation or demolition of an unsafe building or structure:

(1) ~~The building shall be ordered repaired in accordance with the city adopted international building code or demolished at the option of the owner.~~

(2) ~~If the building or structure poses an immediate hazard to life or to the safety of the public it shall be ordered vacated immediately.~~

(Code 1990, ch. 3, § 2(K); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

~~Sec. 6-67. Posting of notice to vacate.~~

(a) ~~Every notice to vacate, in addition to complying with section 6-65(b)(8), shall be posted at each exit and entrance to the building or structure and shall state:~~

~~"This Building is Unsafe and its Use or Occupancy Has Been
Prohibited by the Building Official"~~

(b) ~~Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or their agents to remove such notice without written permission of the building official, or for any person to enter the building except for the purpose of making the required repairs or of demolishing same.~~

(Code 1990, ch. 3, § 2(L); Ord. No. 90-05, 3-6-1990)

~~Sec. 6-68. Rules of procedure for public hearing.~~

(a) ~~*Calling of public hearing.* After the receipt of a written request from the building official, the commission shall call a public hearing to determine whether or not conditions exist which render a building or structure unsafe under the provisions of this article such that said building or structure must be demolished in order to protect the public health, safety and welfare. Said ordinance shall state with specificity each violation which renders said building or structure unsafe.~~

(b) ~~*Reasonable dispatch.* The commission shall proceed with reasonable dispatch to conclude said public hearing, with due regard to the convenience and necessity of the parties involved. The hearing notice shall be served personally or posted certified mail at least 15 days before the hearing date.~~

(c) ~~*Subpoenas.* The commission may obtain the issuance and service of subpoenas for the attendance of witnesses or the production of evidence at the hearings. The issuance and service of subpoenas shall be in accordance with established law. Any person who refuses, without legal excuse, to respond to any subpoena lawfully issued and served may be prosecuted to the extent established by law.~~

(d) ~~*Procedure.*~~

(1) ~~Hearings shall not be required to be conducted in accordance with the technical rules relating to evidence and testimony.~~

(2) ~~The commission may grant continuance for good cause.~~

(3) ~~In any proceedings under this article the chair of the commission shall have the power to administer oaths and affirmations and to certify official acts. In the chair's absence, the acting chair may administer oaths and compel the attendance of witnesses.~~

(4) ~~Oral evidence shall be taken only on oath or affirmation.~~

(5) ~~Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence. The further use of hearsay evidence shall be limited to that which would be admissible in civil court.~~

-
- (6) ~~Relevant evidence shall be admitted if it is the type on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil courts.~~
- (7) ~~The commission may inspect any building, structure or premises during the course of the hearing, provided the following are complied with:~~
- a. ~~Notice of such inspection is given to the parties prior to making the inspection;~~
 - b. ~~The parties are allowed to be present during the inspection; and~~
 - c. ~~The inspector states for the record, upon completion of the inspection, the facts observed and any conclusions drawn therefrom.~~
- (e) ~~Decision.~~
- (1) ~~After completion of the public hearing, if the commission finds that the building or structure is in violation of the provisions of this article, it may order the owner of the building to, within 30 days, secure the building from unauthorized entry or to repair, remove, or demolish the building, whichever is applicable, unless the owner establishes at the hearing that the work cannot reasonably be performed within 30 days.~~
- (2) ~~The commission may allow the owner more than 30 days to repair, remove, or demolish the building. If the commission allows the owner, lienholder, or mortgagee more than 30 days to repair, remove or demolish the building, the commission shall establish specific time schedules for the commencement and performance of the work and shall require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed.~~
- (f) ~~Appeal. If any owner is aggrieved by the decision of the commission, nothing in this article shall be construed to deprive them of seeking redress in the civil or other applicable court. Said appeal must be filed within 30 days from the date a copy of the final decision of the commission is delivered as required by the Texas Local Government Code.~~
- (Code 1990, ch. 3, § 2(M); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)

Sec. 6-69. Compliance.

- (a) ~~Failure to respond.~~ Any person who, after the order of the building official or the decision of the commission becomes final, fails or refuses to respond to the direction of such order, shall be prosecuted to the extent provided for by law.
- (b) ~~Failure to commence work.~~
- (1) ~~Whenever the required repair, vacation or demolition is not commenced within 30 days after the effective date of any order, the building, structure or premises shall be posted as follows:~~

Unsafe Building Do Not Occupy	
It shall be punishable by law to occupy this building or remove or deface this notice (specify the applicable local law and the penalty for violation thereof).	
Building Official	
City of	

- (2) ~~Subsequent to posting the building, the building official may cause the building to be repaired to the extent required to render it safe or if the notice required demolition, to cause the building or structure~~

to be demolished and all debris removed from the premises. The cost of repair or demolition shall constitute a lien on the property and shall be collected in a manner provided by law.

~~(3) Any monies received from the sale of a building or from the demolition thereof, over and above the cost incurred, shall be paid to the owner of record or other persons lawfully entitled thereto.~~

~~(c) *Extension of time.* The building official may approve one or more extensions of time as he may determine to be reasonable to complete the required repair or demolition. Such requests for extensions shall be made in writing stating the reasons therefor. If the extensions of time, in total, exceed 60 days, they must also be approved by the commission.~~

~~(d) *Interference.* No person shall obstruct or interfere with the implementation of any action required by the final notice of the building official or the commission. Any person found interfering or obstructing such actions shall be prosecuted to the extent provided for by law.~~

~~(Code 1990, ch. 3, § 2(N); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)~~

Sec. 6-70. Recovery of cost of repair or demolition.

~~Whenever a building or structure is repaired or demolished in accordance with the provision of this article and cost of such repair or demolition is borne by the city, the city may assess the expenses on the property on which the building is located. The assessment of the reasonable expenses incurred shall be determined by the building official, and a lien shall be placed on the property and recorded in the deed records of the applicable county, based on the property location.~~

~~(Code 1990, ch. 3, § 2(O); Ord. No. 90-05, 3-6-1990; Ord. No. 2020-02-04-08, § 1, 2-4-2020)~~

Sec. 6-71 Texas Local Government Code Chapter 214, Subchapter A adopted.

The provisions of Chapter 214, Subchapter A of the Texas Local Government Code, as amended from time to time, are hereby adopted as the rules and regulations governing dangerous structures.

Sec. 6-72 Definitions

~~Words not defined herein shall have the meanings stated in the city adopted international code council codes. Words not defined in the city adopted international code council codes shall have the meanings stated in the Webster's 11th New Collegiate Dictionary, as revised.~~

~~—*Building* means any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind which has enclosing walls for 50 percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof." For the purpose of this article each portion of a building separated from other portions by a fire wall shall be considered as a separate building.~~

~~*Deterioration* means to weaken, disintegrate, corrode, rust or decay and lose effectiveness.~~

~~*Dilapidated* means a condition that exists created by decay, deterioration, or fallen into partial ruin especially through neglect or misuse.~~

Sec. 6-73 Substandard buildings defined.

All buildings or structures which have any or all of the following defects or lack of facilities shall be deemed substandard buildings;

-
- (1) All buildings or structures which do not have the number of water closets, urinals and lavatories required by the plumbing ordinance of the city, or which have pit privies where the same are not permitted by law, or which are not connected to the city sewer when required by law, or where inadequate and unsanitary pit privies or septic tanks are maintained.
 - (2) All buildings or structures that have become deteriorated through natural causes or by damage through exposure to the elements, especially wind, hail, or rain, or damage through fire, to the extent that the roof, windows and doors, or portions of the house, building, or structure which protect from the weather, will no longer reasonably protect from the weather.
 - (3) All buildings or structures which constitute, or in which are maintained, fire hazards, as that term is defined in the fire prevention code of the city.
 - (4) All buildings or structures which are so structurally deteriorated that they are in danger of collapse, or which cannot be expected to withstand the reasonably anticipated storms and/or hurricanes.
 - (5) All buildings or structures so constructed or permitted to be so constructed as to constitute a menace to health or safety including all conditions conducive to the harboring of rats or mice or other disease carrying animals or insects reasonably calculated to spread disease, and including such conditions hazardous to safety as inadequate bracing or the use of deteriorated materials.

Sec. 6-74 Declared nuisance.

All substandard buildings or structures within the terms of this article which shall constitute a menace to the health, morals, safety, or general welfare of its occupants or of the public are declared to be public nuisances and shall be ordered to be vacated, repaired or demolished as hereinafter provided.

Sec. 6-75 Minimum standards for continued use and occupancy.

The 2021 International Building Code and the 2021 International Residential Code for one- and two-family dwellings or the most recently adopted version of the International Building Code is adopted as the minimum standard for the continued use and occupancy of all buildings regardless of the date of construction.

Sec. 6-76 Notice requirements.

- (a) Whenever any such substandard building is located on any premises within the city in violation of section 6-73, the Code Compliance department shall give notice in the form of a Citation to the owner, lienholder, and mortgagee of the premises wherein such public nuisance exists. The notice shall contain, but not be limited to, the following information:
 - (1) The name and address of the owner of the affected property.
 - (2) The street address and legal description of the building, structure or premises.
 - (3) The date, time and place of the hearing.
 - (4) Description of the hearing include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with this ordinance and the time it will take to reasonably perform the work to bring the building, structure or premises up to code.
- (b) The notice shall be sent by certified mail with a five-day return requested, or delivered by the United States Postal Service with signature confirmation service to:
 - (1) The owner's address, as it appears on the official public records.

-
- (2) All lien holders and mortgagees having an interest in the building or in the property on which the building is located that may be discovered after a diligent search performed by the City.
 - (3) If any notice is returned undelivered by the United States Post Office as “refused” or “unclaimed,” the validity of the notice is not affected, and the notice is considered delivered.
 - (c) The notice shall be filed in the official public records of Real Property in the county in which the property is located.

Sec. 6-77 Hearing officer appointed.

The public hearing to determine whether a building complies with the standards set forth in this ordinance shall be held before the Municipal Judge.

Sec. 6-78 Violations and penalties.

Any person, firm, corporation or agent who violates any provision of this ordinance or who fails to perform an act required by this ordinance that governs health and sanitation commits an offense and shall be guilty of a class “C” misdemeanor for each day or portion thereof during which the violation is continued. An offense under this ordinance is punishable by a fine not to exceed two thousand dollars (\$2000), or the amount fixed by State law if the violation is one for which the state has fixed a fine.

Sec 6-79 - 98. Reserved.



Development Services Department

STAFF REPORT

Chapter 214

Substandard Building Abatement

Date: July 5, 2024
Hearing Dates: City Council – July 2, 2024
City Council – July 16, 2024

SUMMARY

The City Attorney has reviewed Chapter 214, Subtitle A of the Texas Local Government Code titled Municipal Regulation of Housing and Other Structures and has provided a recommendation regarding city adoption of the statute.

DEPARTMENT COMMENTS

Per State law, the proposed ordinance establishes minimum standards for the continued use and occupancy of all buildings regardless of the date of their construction; provides for giving proper notice to the owner of a building; and provides for a public hearing before the municipal judge to determine whether a building complies with the standards set out in the ordinance. The main difference between the previous Article III and the proposed ordinance is that the Code Compliance Department will now be issuing citations to property owners of substandard buildings. In addition, the Municipal Judge and not the Building Standards Commission, will act as the fact finder in these cases.

There has been one change made to the proposed ordinance since the July 2, 2024 Council meeting; that change was to delete section 6-72 Definitions. The change was made at the direction of the City Attorney; his determination was that the definitions were already included in Chapter 214.

ATTACHMENTS

1. Proposed Ordinance
2. Attorney's Opinion letter
3. Chapter 214 Outline
4. Link to Chapter 214

HEJL & SCHROEDER, P.C.

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June 26, 2024

City of Elgin
310 Main Street
Elgin, Texas 78621

RE: Potential Adoption of Chapter 214 of the Texas Local Government
Code

Dear Tom:

You asked me to summarize Chapter 214 of the Texas Local Government (“Chapter 214”) and provide my recommendation regarding city adoption of the state. It is my recommendation that the city adopt Chapter 214 and designate the municipal judge as the fact finder for the required hearing.

Chapter 214 is an essential tool for cities dealing with structures that abandoned and/or are dilapidated, substandard and unfit for human habitation, **especially when the owner cannot be located or is unresponsive.**

The statute allows the city to make diligent efforts to determine the current owner and/or lienholder of the property at issue. The owner and lienholder of the property is then given notice of a hearing. At the hearing the owner can argue the building is not dilapidated or that additional time is needed to make the necessary repairs.

If it is determined the building(s) are substandard, dilapidated or unfit for human habitation, then the owner can be ordered by the judge to repair or demolish the building in as little as thirty days, although the judge may give the owner up to 180 days to make the necessary repairs. The statute also allows the judge to order that

the property be secured if it is abandoned or unsecured. Any order by the city may be appealed by the owner to Bastrop County District Court.

If the repairs are not made or the building is not demolished within the allowed time, then the city may demolish or secure the building and charge the owner for the costs. If the owner does not pay the costs, then the city may place a lien on the property for the demolition costs.

This statute is invaluable because the judge may enter the order even if the owner does not appear at the hearing or if the owner cannot be located. This includes properties that are owned by an estate, as is often the case with abandoned properties. It also allows the city abate the issue and recover its costs when the property is sold or transferred.

In summary, it is my recommendation that the city adopt Chapter 214 of the Texas Local Government Code and designate the municipal judge to act as the fact finder. I have drafted a proposed ordinance for your review and provided an outline for city staff to follow to ensure compliance with the ordinance.

If you have any additional questions, please let me know.

Very truly yours,

HEJL & SCHROEDER, P.C.

Mark J. Schroeder

STEP ONE- CITE BUILDING

Building may be cited for:

- 1. Being dilapidated, substandard, or unfit for occupation**
- 2. Unoccupied and unsecured**
- 3. Secured, but still a danger to public. Not adequately secured**
214.001(a)(1)(2)(3)

STEP TWO- SEND CITATION NOTICE

MUST SEND CITATION NOTICE TO ALL OWNERS/LIENHOLDERS/MORTGAGEES (Always send Certified Mail, Return Receipt Requested- even if refused or unclaimed it still acts as good notice. Also, send by regular mail, too.) 214.001(c)

MUST search ALL of the following when trying to find/cite all owners. 214.001(q)

- 1. Bastrop County Real Property Records**
- 2. Bastrop County Appraisal District Records**
- 3. Texas Secretary of State Records**
- 4. Bastrop County Assumed Name Records**
- 5. City of Elgin Tax Records**
- 6. City of Elgin Utility Records**

Title Company will run search for this information.

MUST file notice of hearing in the ~~Williamson~~ Bastrop or Travis County Official Public Records of Real Property 214.001(e)

Hearing Notice MUST contain: 214.001(c)(e)

- 1. Name and address of owner**
- 2. Legal description of the property**
- 3. Description of the hearing**
- 4. Information to owner that they will have the burden of proof at Municipal Court hearing to produce evidence of scope of work and time needed to bring building up to code. Also, give notice of chance to comment at hearing.**

Hearing Notice is binding on all subsequent grantees, lienholders, etc... if they acquire interest in property after original notice of hearing is sent/filed 214.001(e)

WITHOUT NOTICE, City may secure building if:

- 1. Violates minimum standards**
- 2. Unoccupied, or occupied only by persons with no right to occupy**
214.0011(b)(1)(2)

Within 10 days of securing building, City MUST give notice to owner by:

- 1. Personally serving owner**
- 2. Certified Mail, Return Receipt Requested**
- 3. Notice twice in Elgin Courier in 10 day period if personal service cannot be obtained and post office address unknown**
- 4. Posting notice on front door of building**
214.0011(c)(1-4)

Notice MUST CONTAIN:

- 1. Identification of building**
- 2. Description of violation**
- 3. Statement that City may, or has, secured the building**
- 4. Explanation of Owner's right to request hearing**
214.011(d)(1-4)

Owner must request hearing within 30 days of City securing building.
214.0011(e)

City must conduct hearing within 20 days of owner's request.
214.0011(e)

City may assess expenses and attach lien for expenses of securing building.
214.0011(f)

STEP THREE- CONDUCT HEARING

Hearing is before Elgin Municipal Court

Owner has burden of proof to show scope of work needed to comply with code, and time needed to comply. 214.001(l)

If building is found to be in violation, owner must, within 30 days,

- 1. Secure building from unauthorized entry**
- 2. Repair, remove, or demolish building. 214.001(h)(1)(2)**

Owner bears burden of proving work cannot be done in 30 days. 214.001(h)(2)

If owner given more than 30 days, City must set time schedule to complete work. Building must be secured while work is performed. 214.001(i)

City MAY NOT allow owner more than 90 days for repairs unless owner:

1. Submits detailed plan and schedule for repairs
2. Establishes AT HEARING that work cannot be finished within 90 days
3. Submits regular progress reports 214.001(j)(1)(2)

STEP FOUR-FILE NOTICE OF ORDER

Within 10 days of court order, City **MUST**: 214.001(f)

1. File copy of order in City of Elgin City Clerk's Office
2. Publish in Elgin Courier legal notice containing:
 - a. Street address or legal description of property
 - b. Date of the hearing
 - c. Brief statement of results of order
 - d. Instructions on where to find complete copy of order

City **must** PROMPTLY mail copy of order to owner by certified mail, return receipt requested. **This is all the notice required for future City action if owner fails to take court ordered action.** 214.001(g)

STEP FOUR-FILE LIEN AFTER NON-COMPLIANCE

If owner does not comply with order, City may vacate, secure, remove, or demolish building at its own expense.

FILE LIEN on property to secure expenses, unless homestead. Lien attaches at time notice of lien is filed in County Clerk's Office (**ALWAYS FILE LIEN**) 214.0015(d)

Lien **MUST** contain:

1. Name and address of owner
2. Legal description of property
3. Amount of expenses incurred by City.

If above proper notice is given, and opportunity to repair, remove, or demolish is given to each owner, the lien is subordinate only to tax liens. 214.0015(e)

STEP FIVE- CITY REPAIR/DEMOLITION AFTER ORDER

After the time allowed by order for repair, removal or demolition, the City may:

- 1. Repair building at City expense, and attach lien to property, unless homestead, to cover expenses. (Only repair to meet code minimums)**
214.0015(b)(1)

STEP SIX-CITY MAY FINE OWNER

City pursues civil penalties against owner in District Court
214.0015(b)(2)

Civil Penalty may be up to \$1,000 per day from time of Municipal Court order if:

- 1. Owner was notified of violation and the need to comply**
- 2. Even after notification, owner fails to comply with ordinance**
- 3. City Clerk files certified copy of order with Bastrop County District Clerk's Office**
214.0015(j)(l)

Civil Penalty accrues interest at 10% per year from time of assessment until paid in full. 214.0015(f)

STEP SIX- DISTRICT COURT APPEAL BY OWNER

Owner may file petition in Bastrop County District Court challenging order of Municipal Court if done within 30 days of mailing of Municipal Court order.
214.0012(a)

District Court may issue writ instructing City to review case.

Writ does not stay Municipal Court proceedings

Appeal to District Court is limited to substantial evidence rule hearing. Court may reverse, affirm, or modify.

Costs may not be allowed against City

If City prevails, attorney's fees and costs allowed to City

Chapter 214 Ordinance

Link to Chapter 214

The full text of Local Government Code Chapter 214, Subchapter A can be found at: <https://statutes.capitol.texas.gov/Docs/LG/pdf/LG.214.pdf>