



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
September 3, 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 granting a SPECIFIC USE PERMIT for OPERATION OF A childcare facility by the Elgin Independent School District on property located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 61102, located at 205 W. 2nd St (Elgin City, Block 37, Lot 3,4,5,6,7 & 8), City of Elgin, Texas, Bastrop County, and providing for a savings clause and repealing conflicting ordinances and resolutions.**
- 2. Public Hearing on the Proposed FY2024-25 Annual Budget for the City of Elgin**
- 3. Public Hearing On The Proposed FY24-25 Tax Rate**

VI. PUBLIC COMMENT

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

Speaker comments are limited to three (3) minutes. No formal action can be taken by the City

Council on items not posted on the agenda. Items requiring a PUBLIC HEARING will allow a member of the public an opportunity to speak during the Public Hearing and does not require a "PUBLIC COMMENT FORM".

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

VII. CITY MANAGERS REPORT

- 1. Planning and Zoning Commission Quarterly Report**
- 2. Board of Adjustments Quarterly Report**
- 3. Building Standards Commission Quarterly Report**
- 4. General Activity Report and/or Project Update**

VIII. CONSENT AGENDA

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

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE PROPOSALS 23, 24, AND 25 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.**

IX. NEW BUSINESS

- 1. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS REGARDING CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES IN THE DEPOT DISTRICT OF THE CITY OF ELGIN, TEXAS; PROVIDING A SEVERABILITY CLAUSE.**
- 2. CONSIDERATION OF A REQUEST BY MI CELINE MERCARO TO WAIVE THE ITINERANT VENDOR LOCATION AND OPERATION DISTANCE PROHIBITION ALLOWING THE CREATION OF A VENDOR COURT IN ADDITION TO OVERFLOW PARKING ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 12934, LOT 86, J.S. SMITH ADDITION, LOCATED IMMEDIATELY WEST OF 611 SOUTH MAIN STREET (MI CELINE MERCADO). THE PROPOSED VENDOR'S COURT IS WITHIN ONE THOUSAND FEET (1000') OF AN EDUCATIONAL FACILITY (BOOKER T. WASHINGTON ELEMENTARY SCHOOL).**
- 3. AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR OPERATION OF A CHILDCARE FACILITY BY THE ELGIN INDEPENDENT SCHOOL DISTRICT ON PROPERTY LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY CENTRAL APPRAISAL DISTRICT AS PARCEL 61102, LOCATED AT 205 W. 2ND ST (ELGIN CITY, BLOCK 37, LOT 3,4,5,6,7 & 8), CITY OF ELGIN, TEXAS, BASTROP COUNTY, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH PRIMAVESTA LAND COMPANY LLC, AND MAKING CERTAIN FINDINGS RELATED THERETO.**
5. **AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE**
6. **AN ORDINANCE LEVYING TAXES FOR MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ELGIN, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE 2024-25 TAX YEAR**

X. EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

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

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

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the

Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3223. Please provide forty-eight hours notice when feasible.

I, Esmeralda Rangel, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, August 30, 2024, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink that reads "Esmeralda Rangel". The signature is written in a cursive style with a large, stylized 'E' and 'R'.

Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing on An ordinance granting a SPECIFIC USE PERMIT for OPERATION OF A childcare facility by the Elgin Independent School District on property located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 61102, located at 205 W. 2nd St (Elgin City, Block 37, Lot 3,4,5,6,7 & 8), City of Elgin, Texas, Bastrop County, and providing for a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services

PROPOSED ACTION: Receive citizen comments.

BACKGROUND:

This is the second of two public hearings required on this project. The first public hearing was held by the Planning and Zoning Commission on August 26, 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. ORD2024-09-03-16 An Ordinance Granting A Specific Use Permit For Operation Of A Childcare Facility
2. 202400058 200' Notice to property owners

{ } 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. 2024-09-03-XX

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR OPERATION OF A CHILDCARE FACILITY BY THE ELGIN INDEPENDENT SCHOOL DISTRICT ON PROPERTY LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY CENTRAL APPRAISAL DISTRICT AS PARCEL 61102, LOCATED AT 205 W. 2ND ST (ELGIN CITY, BLOCK 37, LOT 3,4,5,6,7 & 8), CITY OF ELGIN, TEXAS, BASTROP COUNTY, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas for a Specific Use Permit to allow operation of a childcare facility, in a General Commercial District at the property described in this Ordinance; and

WHEREAS, the City Council has submitted the application to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on August 26, 2024, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended a Specific Use Permit be granted allowing the operation of a childcare facility, for an indefinite period in a General Commercial District as shown in documents attached hereto as Exhibit “A”; and

WHEREAS, on the 3rd day of September 2024, after proper notification, the City Council held a public hearing on the requested application, and

WHEREAS, the City Council determines that the Specific Use Permit provided for herein promote the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin’s Comprehensive Plan and further finds that enactment of this Ordinance is not inconsistent with or in conflict with any other polices or provisions of the Comprehensive Plan and the City’s Code of Ordinances.

II.

The Zoning District for the Property shall remain General Commercial District, and the Ordinance granting a Specific Use Permit for the specific use on the property to allow the operation of a childcare facility for an indefinite period, is hereby adopted.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

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

READ, PASSED, and ADOPTED on first reading this the 3rd day of September 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

185 McAllister Road
Bastrop, Texas 78602
512-303-4185
Firm #10058400
jgaron@austin.rr.com

November 17, 2021

LEGAL DESCRIPTION: BEING A 0.044 ACRE TRACT OF LAND LYING IN AND BEING A PORTION OF LOT 2, BLOCK 37, CITY OF ELGIN AS RECORDED BY PLAT IN VOLUME "Y", PAGE 301 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND IN CABINET 1, PAGE 100B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 0.045 ACRE TRACT OF LAND CONVEYED TO FIRST BAPTIST CHURCH, ELGIN BY DEED RECORDED IN VOLUME 1484, PAGE 593 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 0.044 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON AND ASSOCIATES IN OCTOBER, 2021:

BEGINNING at a point in the westerly line of North Avenue C and east line of Block 37 for the southeast corner hereof and the northeast corner of Lot 1, Block 37 Subdivision as recorded by plat in Cabinet 2, Page 347B plat records, Bastrop County, Texas from which a 3/8" iron rod found for the southeast corner of Block 37 and said Lot 1 bears S 20°39'26" E a distance of 72.55 feet along said line;

THENCE S 69°30'39" W a distance of 71.13 feet along the north line of said Lot 1 to a point in the east line of Lot 2, Block 37 Subdivision for the southwest corner hereof and the northwest corner of said Lot 1;

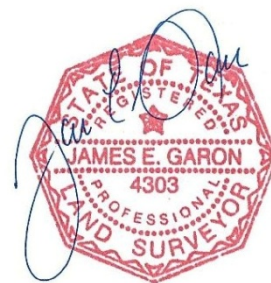
THENCE N 20°28'11" W a distance of 27.28 feet to a point for the northwest corner hereof and the northeast corner of said Lot 2, Block 37 Subdivision;

THENCE N 69°31'59" E a distance of 71.04 feet to a concrete nail found in the west line of Avenue C for the northeast corner hereof and the southeast corner of Lot 3, Block 37;

THENCE S 20°39'26" E a distance of 27.25 feet to the **POINT OF BEGINNING**, containing 0.044 acre of land, more or less and as shown on map of survey prepared herewith.

Surveyed by

James E. Garon
Reg. Professional Land Surveyor
co\Bastrop\City of Elgin\block 37\82821 legal





August 12, 2024

NOTICE OF A SPECIFIC USE PERMIT REQUEST

You are being notified because your property is located within two hundred (200) feet of this request. The attached map shows this lot making the request (red solid shape) and your lot within the notice area (blue circle). This notice is to inform you of public hearings to be held by Planning & Zoning Commission and the City Council as denoted below:

Project #202400058: An ordinance granting a Specific Use Permit for the operation of a childcare facility by the Elgin Independent School District on property on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 61102, located at 205 W. 2nd St (Elgin City, Block 37, Lot 3,4,5,6,7 & 8), Acres 0.79, City of Elgin, Texas, Bastrop County.

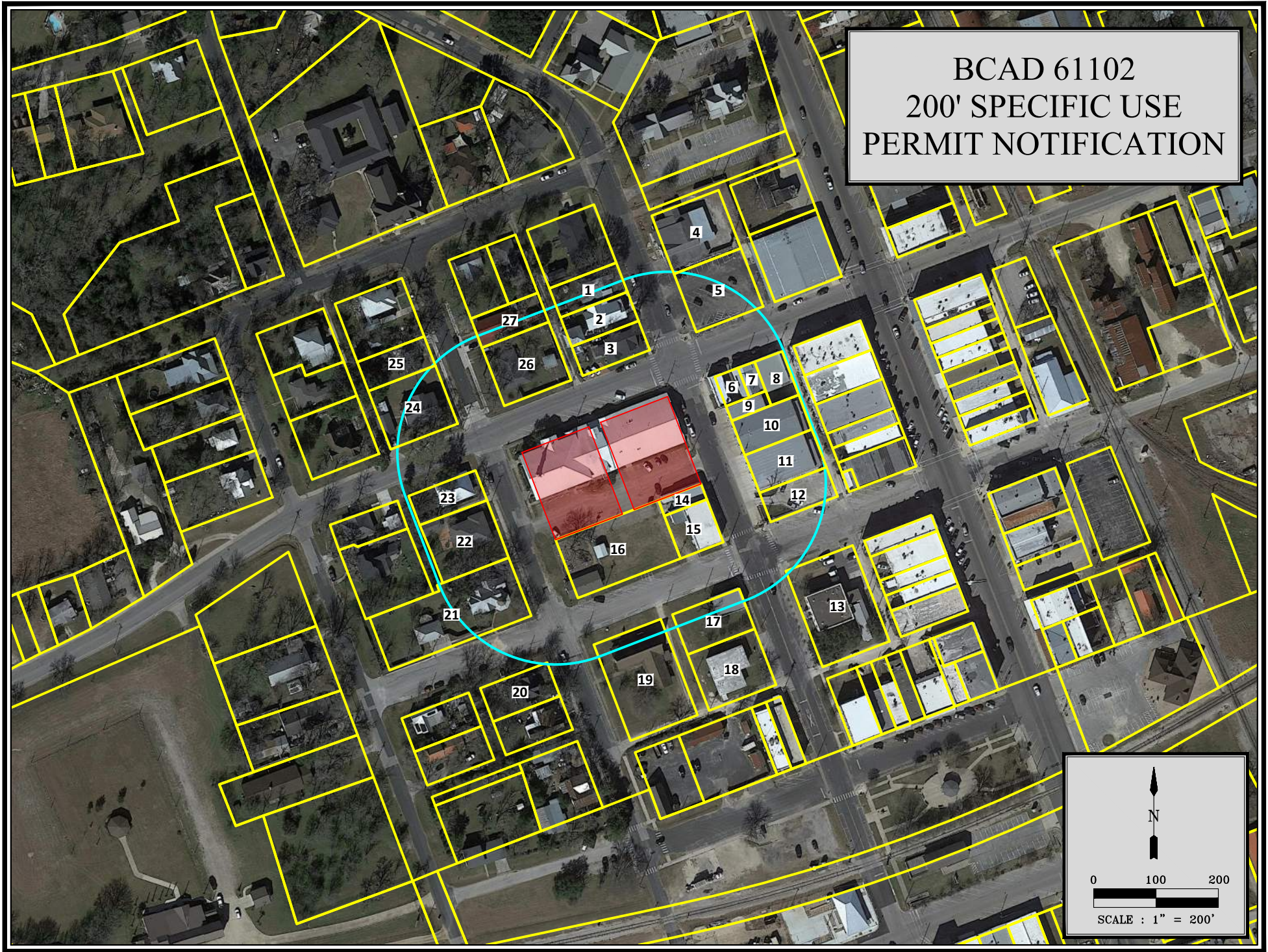
Notice is given of public hearings to be held by the Planning & Zoning Commission on **August 26, 2024** beginning at 6:30 P.M. Central Standard Time (CST) for a recommendation & City Council on **September 3, 2024** beginning at 6:30 P.M. CST for a consideration. These meetings will be held at Elgin Public Library Annex (Civic Center) at 404 N. Main St. Elgin, TX, 78621, U.S.A. The public is welcome to attend and may give a public comment on this item. Any person may be represented by another person, neighbor, or attorney.

Any interested person may also express written comments by emailing the Development Services Department at planninganddevelopment@elgintexas.gov or by postal mail at the following:

City of Elgin
Development Services Department
P.O. Box 591
Elgin, TX 78621 U.S.A.

Requests for any additional information may be directed to planninganddevelopment@elgintexas.gov or to (512) 281-0119 or may be requested from the Development Services Department, Fleming Community Center, 802 N. Avenue C, Elgin, TX 78621 U.S.A. from 8:30 A.M – 4:00 P.M. Central Standard Time, Monday – Friday.

BCAD 61102
200' SPECIFIC USE
PERMIT NOTIFICATION





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing on the Proposed FY2024-25 Annual Budget for the City of Elgin

DEPARTMENT: Executive

PROPOSED ACTION: No Council action proposed; This item is to allow for public comments on the proposed FY24-25 Annual Budget prior to its consideration for adoption by the City Council.

BACKGROUND:

Discussed at previous meetings; This hearing was scheduled as part of the Budget Development Calendar and represents one of the final steps in the development of the FY24-25 Annual Budget.

The proposed FY24-25 Annual Budget is a zero-based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations, and services. The proposed budget does not include deficit spending and/or utilization of fund balance for operating expenses.

Although the City's budget continues to evolve and expand in other ways, Real Estate and/or Property (Ad Valorem) Taxes still provide the foundation for supporting the General Fund. This stable source of income provides assured funding each year for essential city services - public safety, public works, parks and recreation programming, library, mobility, asset maintenance, etc.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

1. FY2024-2025 Budget Message

- { } 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 Office of the City Manager

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

August 13, 2024

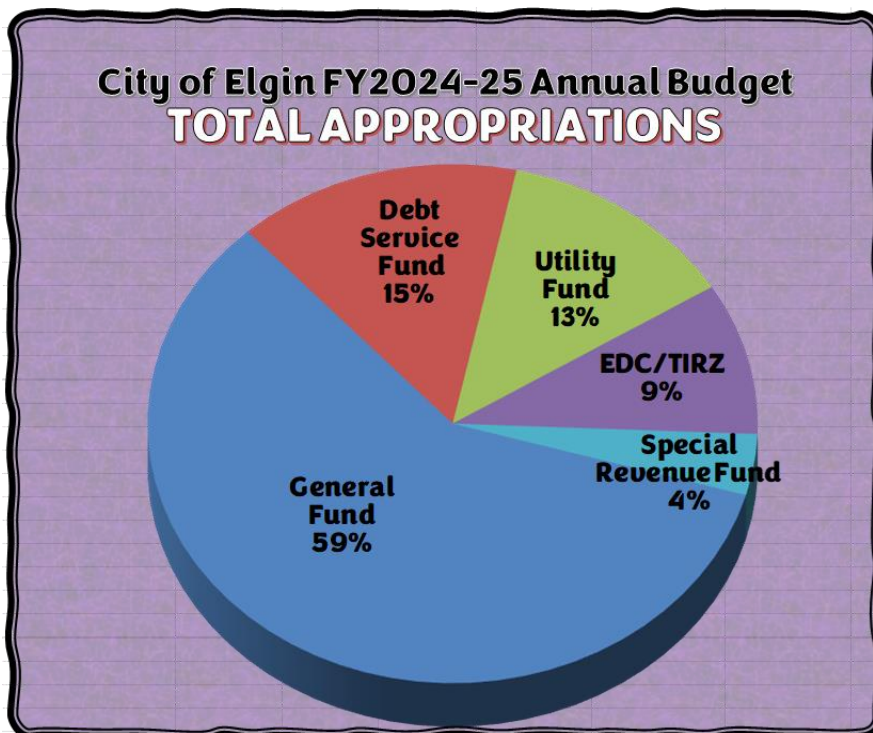
Mayor and City Council
City of Elgin
310 North Main Street
Elgin, Texas 78621

Re: City Manager's FY2024-25 Annual Budget Message

Dear Mayor McShan and City Councilmembers,

In accordance with the provisions of Article VII, Section 2 of the Elgin City Charter, the proposed *Annual Operating Budget* for the City of Elgin for the Fiscal Year of October 1, 2024 through September 30, 2025, is hereby presented for your consideration.

The grand total of all appropriations for all departments, operations, and functions proposed for the *FY2024-25 Annual Budget* is **\$27,010,308** to be distributed as described herein.



The proposed *FY2024-25 Annual Budget* is a zero-based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations, & services.

While the primary goal of the proposed budget is to maintain existing service levels, the staff remains focused on enhancing service levels wherever possible.

The proposed budget does not include deficit spending and/or utilization of fund balance for operating expenses. The *FY2024-25 Annual Budget* as proposed is delineated into five (5) basic funding categories:

- **General Fund (\$15.9M)** - revenues and expenditures related to the provision of primary or traditional city services whose main financial support comes from tax dollars.
- **Utility Fund (\$3.5M)** - an enterprise fund monitoring all financial transactions relating to the provision of potable water and sanitary sewer services through the city's systems.
- **Debt Management Fund (\$4.1M)** – all proceeds and expenditures related to servicing, annual debt payments, and/or management of various debt obligations.
- **EDC/TIRZ Fund (\$2.2M)** – funding of economic development efforts including the City Economic Development Corporation and the Tax Increment Reinvestment Zone
- **Special Revenue Funds (\$1.0M)** revenues and expenditures related to various projects and programs that are supported by a dedicated revenue stream, including grant funds.

FY2024-25 ANNUAL BUDGET - Budget Highlights

Over the last seven years, the City of Elgin has experienced historic growth and development that has resulted in the progressive advancement of all city operations - and upgrades in the overall quality of life for our residents. Effectively responding to the growth of the Elgin Community has been the central issue in nearly all deliberations of the City Council and staff in recent years.

- Growth and associated service demands were the driving factors of the 2021 Certificates of Obligation Capital Improvement Plan, which will proceed to final completion this year of \$45M in capital improvements funded through that debt issuance.
- The City has dramatically enhanced services through the funding of many new positions and a commitment to recruiting and retaining staff through market-competitive compensation.

These operational steps forward have obviously had an associated cost; and growth has supported this effort, particularly in the way of increased General Fund Revenue from Development Services Fees and the steady growth of property tax values.

As we look to the next fiscal year, however, indicators suggest that FY24-25 may be a moderate year for financial growth and that we should lean into a more conservative view of operating funds, due primarily to 3 areas: *Development Services Fees*, *Property Tax Revenue*, and *Emergency Medical Services*:

- **DEVELOPMENT SERVICES** - The City provides a wide range of services to both residential and commercial development projects. While supporting these projects, the City has also been committed to assuring that new growth and development “pays for itself” – and that costs for same do not impact existing taxpayers. As such, the City has maintained a fee structure that assures proper compensation from the benefiting developers and property owners to reimburse the City for all costs associated with the various projects.

Financial gains made in recent years through Development Services Fees have bolstered the General Fund in such a way as to help increase city services. Receipt of these fees is sporadic, though, and does not follow a consistent pattern. Builders and developers often pay fees well in advance of actual projects – so revenue flow does not follow building activity.

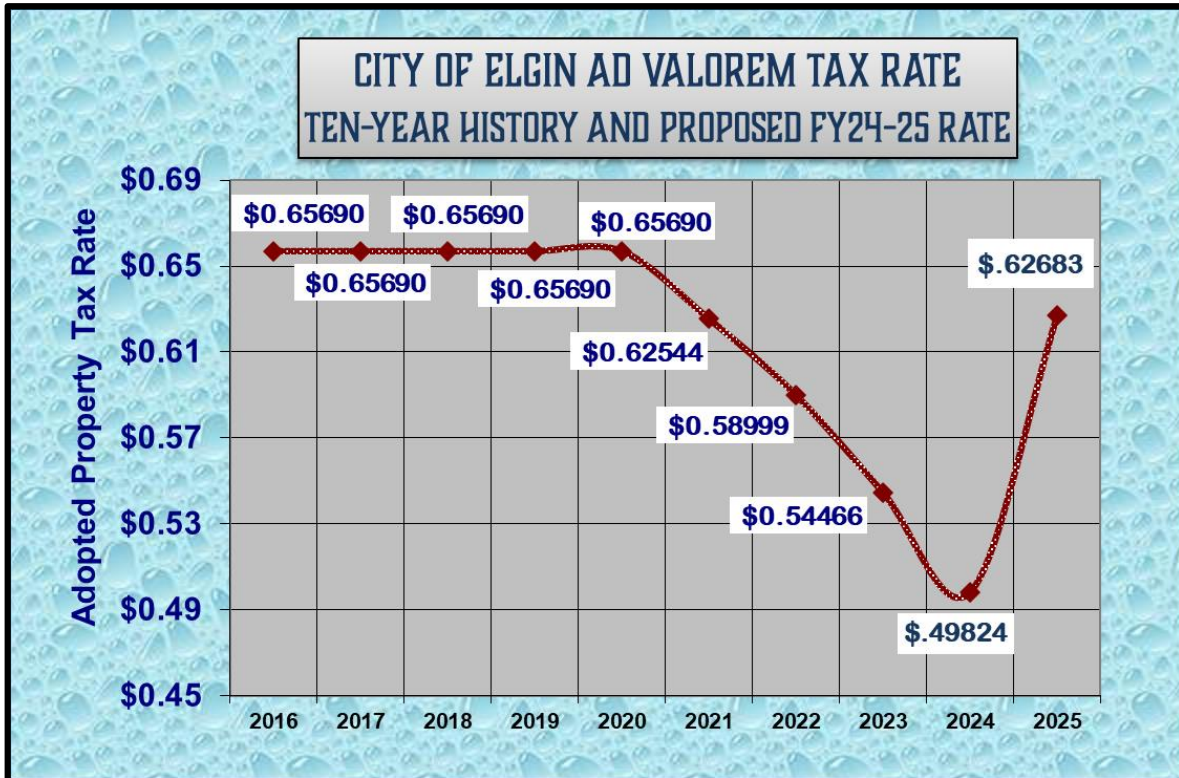
This situation has resulted in the City having a comparatively “down year” in FY23-24 for Development Services Fees even though building and development continues to occur at a rapid pace. So, although this revenue stream clearly can rebound in the coming fiscal year, the proposed budget is predicated on taking a conservative view of this situation, assuming revenues will remain level with the current year.

- **PROPERTY TAX** - Property taxes typically provide the largest source of money local governments use to pay for schools, streets, roads, parks, police, fire protection and many other services. Texas law establishes the process in determining (a) the value of property, (b)

ensuring that values are equal and uniform, (c) setting tax rates and (d) collecting taxes. However, in the management of the overall cost to taxpayers, the only control exercised by the City of Elgin is the annual setting of the City tax rate.

The City has had great success over the last ten years in managing its property tax rate – including the last four years where the tax rate was decreased each year. Our analysis of projected property tax revenue through the next fiscal year, however, indicates that this trend will not continue and an increase in the tax rate is warranted.

Having mainly to do with the fact that the City of Elgin’s **overall taxable value actually decreased by 13%** from the 2023 tax year to 2024, the City’s “Voter Approval Rate” has increased by more than twelve cents (\$.12).



Also contributing to this situation is the *Texas Property Tax Reform and Transparency Act of 2019*, which continues to challenge the ability of Texas cities to effectively manage property tax decisions. That law created an arbitrary system whereby cities like Elgin are restricted in their ability to grow their tax base; while at the same time creating a convoluted system for calculating tax rates. As such, it is a challenge to provide an easy-to-understand answer as to exactly what has caused this situation – but the process is dictated by law and the numbers are what they are.

Accordingly, the proposed *FY24-25 Annual Budget* is predicated on the adoption of the “Voter Approval Rate” property tax rate of **\$.626825/\$100 valuation** - an increase of more than \$.12 over the 2023 current rate. It is important to note that while the calculations have resulted in a 25% increase in the *tax rate*, it only results in a 3.5% increase in *tax revenue*.

- **EMERGENCY MEDICAL SERVICES** – In just the last 60 days, issues have come forward to the City related to the provision of emergency medical services (EMS). While it is presumed that Bastrop County will continue to provide EMS at the same service level that exists today, the City Council has expressed a desire to significantly upgrade those services.

While planning discussions have yet to begin on how the City would begin providing EMS to city residents, any significant upgrade in these services will come with a corresponding increase in costs.

There is no provision or funding for EMS included in the proposed *FY24-25 Annual Budget*, but it is anticipated that planning for same will occur in the coming months. A conservative approach to this year's operating budget will hopefully create some preliminary funding for EMS for the next fiscal year, if necessary

SALES & USE TAX

The State of Texas imposes a 6.25% tax on "all retail sales, leases and rentals of most goods, as well as taxable services". The City of Elgin, like nearly all Texas cities, imposes an additional 2.0% sales tax to create a maximum combined rate of 8.25%. Of that total, Bastrop County receives 0.5% and the City Economic Development Corporation (EDC) receives 0.5%. **Of the 8.25% sales & use tax consumers pay in Elgin; the City receives just 1.0% in support of operations and services.**

The City has experienced steady growth in sales tax revenue over the last decade and the proposed *FY24-25 Annual Budget* anticipates those growth trends to continue, as the last four years have produced historic income levels:

- Prior to 2020, the City had a total of five different months - in its history - where combined Sales Tax Revenue exceeded \$200,000. Since then, the City has **averaged over \$270,000** in monthly total sales tax revenues.

- Total Sales Tax Revenue (including the City EDC portion) is currently projected to exceed **\$4M** by the end of the fiscal year – the City's highest one-year total ever.

- Total sales tax revenue for the month of February was \$385,950 – the highest one-month amount in the City's history.

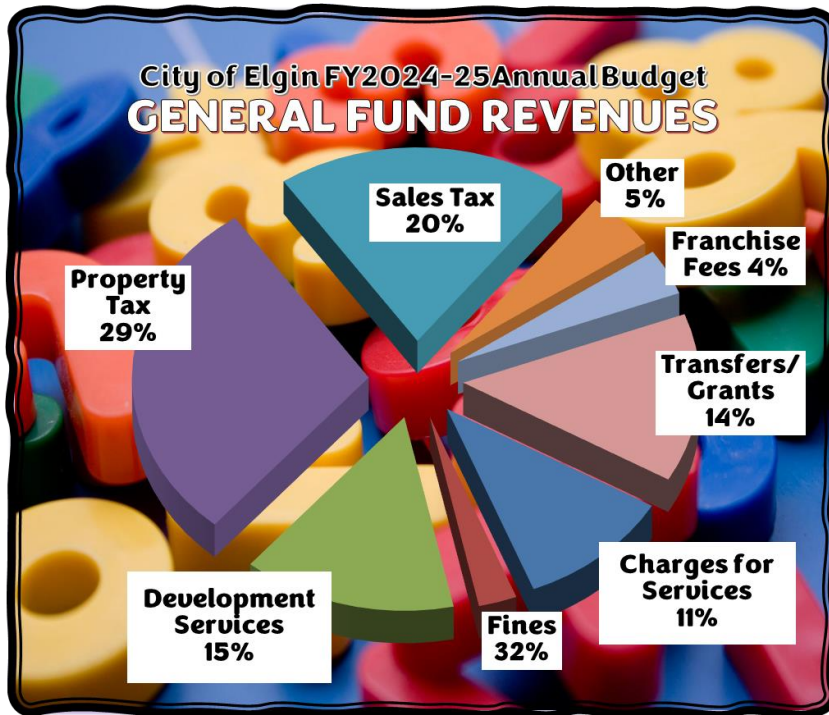


UNFUNDED PROJECTS OR DEPARTMENTAL REQUESTS

As stated earlier, the proposed *FY24-25 Annual Budget* is largely predicated on projections that the next fiscal year may see more a moderate revenue flow, which warrants a more conservative view of the coming year's overall finances.

In response to this situation, many department requests and programs will see their annual funding increases reduced from the growth patterns we have seen in recent years. This does not mean we anticipate any negative impact on staffing or services levels.

It is quite possible, however, that revenue (particularly as it relates to Development Services Fees) could exceed projections in this budget proposal. The staff will continue to monitor the situation and if by mid-fiscal year revenue flow is stronger than anticipated, Council will be asked to consider amending the budget to fund programs or projects that are not currently included in the proposed *FY24-25 Annual Budget*.



GENERAL FUND REVENUE

The General Fund is the City of Elgin's principal operating fund for essential city services. It is used to account for all financial resources except those required to be accounted for in other funds, such as the Water and Sewer Fund or Special Revenue Funds. All general tax revenues and other receipts that are not allocated by law or otherwise restricted to other funds are accounted for in this fund.

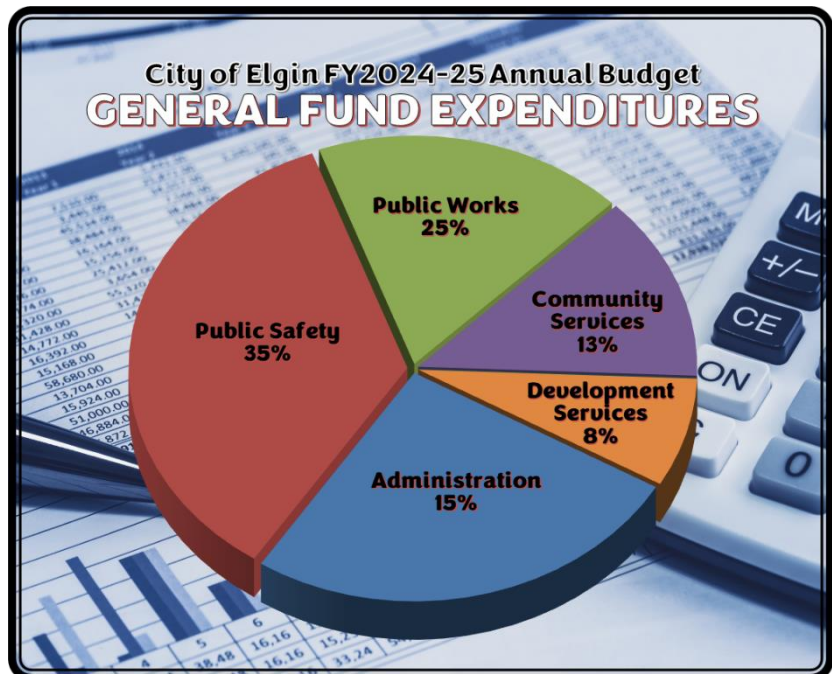
The General Fund is the City's largest fund and is supported by various revenue sources. Property (Ad Valorem) Taxes and Sales Tax, however, provide the primary funding.

GENERAL FUND EXPENDITURES

The General Fund is the primary operating fund of the City and is utilized to account for all costs traditionally associated with city government. It is similar to a private entity's providing resources to pay for the vast majority of operating expenses. The proposed FY24-25 Annual Budget includes total General Fund expenditures of **\$15.9M**.

Within City of Elgin operations, General Fund Expenditures are those costs associated with the provision of essential city services including, but not limited to public safety, parks, recreation, library, public works, mobility, and asset maintenance.

The proposed FY24-25 Annual Budget maintains existing staffing levels and service levels.



UTILITY RATES

The City has stabilized its Utility Fund in recent years by addressing issues related to operating deficits and additional debt service. As part of that effort, the city has maintained a general policy of considering small, annual inflationary adjustments to basic water and sewer rates.

Accordingly, the proposed FY24-25 Annual Budget includes a **2.85%** increase in utility rates – both Water and Wastewater – which is also consistent with the privately contracted annual fee increase for the curbside collection of household trash and recyclables.

2021/2021A CERTIFICATES OF OBLIGATION CAPITAL IMPROVEMENT PROGRAM

In late 2021, the City Council authorized a major step forward in city operations through the approved issuance of Certificates of Obligation (COs) to fund various capital improvements and upgrades. Although these historic projects represent a significant financial investment for the City, their final completion will have little impact on the *FY24-25 Annual Budget*.

Projects funded as part of the 2021 COs/Capital Improvements Program include the new Elgin Police Department Station, the expanded Wastewater Treatment Plant, Weatherization of the Water Treatment Plant, the County Line Road Phase 1 Project, an expansion of Veteran's Park in Downtown Elgin, upgrades to Thomas Memorial Park, infrastructure improvements at the Elgin Business Park and reconstruction of the Pistol Hill Water Storage Tank.

EMPLOYEE COMPENSATION

The City must continue to strive to provide appropriate and market-competitive compensation for all city employees in order to provide the highest possible level of services. The current state of the job market in central Texas, combined with the City's need to grow staff and services, makes it imperative that our compensation levels be sufficient to recruit and retain a professional staff.

Accordingly, the proposed *FY24-25 Budget* includes a Cost-of-Living Adjustment (COLA) of **4.0%** in base salaries for all full-time civilian city employees that will take effect January 1.

STAFFING

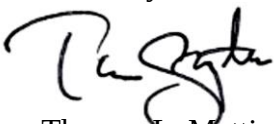
The proposed budget includes full-year funding for up to **one hundred seventy-nine (179) total city employees**: one hundred thirty-seven (137) full-time, thirteen (13) part-time positions, and twenty-six (26) seasonal positions. The proposed budget also includes funding for three (3) contract positions.

Four (4) new positions are included in the proposed FY23-24 Annual Budget:

- Two (2) PT Cadet Positions in Police
- One (1) FT Circulation Clerk Position in Library (reclassification from PT)
- One (1) FT Maintenance Technician in Utility Operations

These are both challenging and exciting times for the City of Elgin and this financial plan for the next fiscal year will allow our operation to continue moving forward. On behalf of the city staff, I thank the Mayor and City Council for the opportunity to serve the citizens of Elgin during this historic time.

Sincerely,



Thomas L. Mattis
City Manager



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing On The Proposed FY24-25 Tax Rate

DEPARTMENT: Executive

PROPOSED ACTION: No Council Action proposed. This item is to allow for public comments on the proposed FY24-25 Annual Budget prior to its consideration for adoption by the City Council.

BACKGROUND:

This hearing was scheduled as part of the Budget Development Calendar and represents one of the final steps in the development of the FY24-25 Annual Budget.

The proposed FY24-25 Annual Budget is a zero-based, balanced, and appropriately conservative financial plan wherein all operating expenditures are supported by revenue generated during the fiscal year; and was developed through a comprehensive review of financing for all existing programs, operations, and services. The proposed budget does not include deficit spending and/or utilization of fund balance for operating expenses.

Although the City's budget continues to evolve and expand in other ways, Real Estate and/or Property (Ad Valorem) Taxes still provide the foundation for supporting the General Fund. This stable source of income provides assured funding each year for essential city services- public safety, public works, parks and recreation programming, library, mobility, asset maintenance, etc.

The proposed FY24-25 Annual Budget is predicated on a reduction of the current property tax rate to \$0.626825/\$100 valuation.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

1. City of Elgin 2024-2025 tax rate worksheet

{ } 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.

2024 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF ELGIN

Taxing Unit Name

(512) 281-2621

Phone (area code and number)

PO Box 591, Elgin, TX, 78621

Taxing Unit's Address, City, State, ZIP Code

www.elgintx.com

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,291,531,603
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,291,531,603
4.	Prior year total adopted tax rate.	\$ 0.498237 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values:..... \$ 13,838,338 B. Prior year values resulting from final court decisions:..... - \$ 11,583,400 C. Prior year value loss. Subtract B from A. ³	\$ 2,254,938
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value:..... \$ 763,793 B. Prior year disputed value:..... - \$ 152,759 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 611,034
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 2,865,972

¹ Tex. Tax Code §26.012(14)² Tex. Tax Code §26.012(14)³ Tex. Tax Code §26.012(13)⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,294,397,575
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 1,278,871 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 3,857,395 C. Value loss. Add A and B.⁶	\$ 5,136,266
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 34,079 B. Current year productivity or special appraised value: - \$ 353 C. Value loss. Subtract B from A.⁷	\$ 33,726
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 5,169,992
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 70,869,333
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,218,358,250
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 6,070,311
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 40,625
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 6,110,936
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹ A. Certified values: \$ 1,367,254,904 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ 150,167,147 E. Total current year value. Add A and B, then subtract C and D.	\$ 1,217,087,757

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ 41,783,424 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ 0 C. Total value under protest or not certified. Add A and B.	\$ 41,783,424
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 129,884,082
21.	Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 1,128,987,099
22.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ¹⁸	\$ 0
23.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ¹⁹	\$ 54,156,531
24.	Total adjustments to the current year taxable value. Add Lines 22 and 23.	\$ 54,156,531
25.	Adjusted current year taxable value. Subtract Line 24 from Line 21.	\$ 1,074,830,568
26.	Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.568548 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²¹	\$ 0.000000 /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.363265 /\$100
29.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,294,397,575

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total prior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 4,702,093
31.	Adjusted prior year levy for calculating NNR M&O rate.	
	A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year..... + \$ 30,533 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... 98,983 - \$ C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. 0 +/- \$ D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... -68,450 \$ E. Add Line 30 to 31D.	\$ 4,633,643
32.	Adjusted current year taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,074,830,568
33.	Current year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.431104 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³	
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴	
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose..... - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100

²³ [Reserved for expansion]²⁴ Tex. Tax Code §26.044²⁵ Tex. Tax Code §26.041

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ 0 B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
39.	Adjusted current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.431104 /\$100
40.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. \$ 0 B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0.000000 /\$100 C. Add Line 40B to Line 39.	\$ 0.431104 /\$100
41.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.446192 /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ / \$100
42.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 1,918,183 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A.	\$ 1,918,183
43.	Certified prior year excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 6,146
44.	Adjusted current year debt. Subtract Line 43 from Line 42E.	\$ 1,912,037
45.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁰ 101.00 % B. Enter the prior year actual collection rate. 101.00 % C. Enter the 2022 actual collection rate. 104.00 % D. Enter the 2021 actual collection rate. 102.00 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	101.00 %
46.	Current year debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 1,893,105
47.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,128,987,099
48.	Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.167681 / \$100
49.	Current year voter-approval tax rate. Add Lines 41 and 48.	\$ 0.613873 / \$100
D49.	Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ / \$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §526.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ _____
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
53.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ /\$100
55.	Current year NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
56.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ _____ /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ _____ /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.³⁹ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁰ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴¹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴² or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴³

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁴

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67)..... B. Unused increment rate (Line 66)..... C. Subtract B from A..... D. Adopted Tax Rate..... E. Subtract D from C..... F. 2023 Total Taxable Value (Line 60)..... G. Multiply E by F and divide the results by \$100.....	 \$ 0.510823 /\$100 \$ 0.000000 /\$100 \$ 0.510823 /\$100 \$ 0.498237 /\$100 \$ 0.012586 /\$100 \$ 1,160,918,555 \$ 146,113
64.	Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67)..... B. Unused increment rate (Line 66)..... C. Subtract B from A..... D. Adopted Tax Rate..... E. Subtract D from C..... F. 2022 Total Taxable Value (Line 60)..... G. Multiply E by F and divide the results by \$100.....	 \$ 0.544664 /\$100 \$ 0.000017 /\$100 \$ 0.544647 /\$100 \$ 0.544664 /\$100 \$ -0.000017 /\$100 \$ 936,687,158 \$ 0
65.	Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value A. Voter-approval tax rate (Line 67)..... B. Unused increment rate (Line 66)..... C. Subtract B from A..... D. Adopted Tax Rate..... E. Subtract D from C..... F. 2021 Total Taxable Value (Line 60)..... G. Multiply E by F and divide the results by \$100.....	 \$ 0.589994 /\$100 \$ 0.000000 /\$100 \$ 0.589994 /\$100 \$ 0.589977 /\$100 \$ 0.000017 /\$100 \$ 698,404,295 \$ 118
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$ 146,231.000000
67.	2024 Unused Increment Rate. Divide Line 66 by Line 21 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ 0.012952 /\$100
68.	Total 2024 voter-approval tax rate, including the unused increment rate. Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.626825 /\$100

³⁹ Tex. Tax Code §26.013(b)

⁴⁰ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴¹ Tex. Tax Code §526.04(c)(2)(A) and 26.042(a)

⁴² Tex. Tax Code §526.0501(a) and (c)

⁴³ Tex. Local Gov't Code §120.007(d)

⁴⁴ Tex. Local Gov't Code §120.007(d)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	0.431104
70.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,128,987,099
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.044287 /\$100
72.	Current year debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.167681 /\$100
73.	De minimis rate. Add Lines 69, 71 and 72.	\$ 0.643072 /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁹

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	2023 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
75.	Adjusted 2023 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁰ Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____ /\$100
76.	Increase in 2023 tax rate due to disaster. Subtract Line 75 from Line 74.	\$ _____ /\$100
77.	Adjusted 2023 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$ _____
79.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. ⁵¹	\$ _____ /\$100

⁴⁵ Tex. Tax Code §26.04(c)(2)(B)

⁴⁶ Tex. Tax Code §26.012(8-a)

⁴⁷ Tex. Tax Code §26.063(a)(1)

⁴⁸ Tex. Tax Code §26.042(b)

⁴⁹ Tex. Tax Code §26.042(f)

⁵⁰ Tex. Tax Code §26.42(c)

⁵¹ Tex. Tax Code §26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ _____/\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.568548 /\$100
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26

Voter-approval tax rate. \$ 0.626825 /\$100
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).
 Indicate the line number used: 68

De minimis rate. \$ 0.643072 /\$100
 If applicable, enter the current year de minimis rate from Line 73.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵²

print
here

Ellen Owens

Printed Name of Taxing Unit Representative

sign
here



Taxing Unit Representative

07/31/2024

Date

⁵² Tex. Tax Code §§26.04(c-2) and (d-2)



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Planning and Zoning Commission Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: Review the report.

BACKGROUND:

This report covers the months of May, June and July 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. PZC Quarterly Report May - July 2024

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

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

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

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



Development Services Department

STAFF REPORT

Planning & Zoning Commission (PZC) Quarterly Report

Date: August 28, 2024

SUMMARY OF ACTIVITES FROM MAY 2024 – JULY 2024 MEETINGS

May 2024

- A. Review Land Use Assumption and Impact Fees – The PZC, functioning as the Capital Improvements Plan Advisory Committee reviewed the proposed Land Use Assumptions and proposed changes to the water and wastewater impact fees and provided input to City Council.

June 2024

- A. Harvest Ridge Phase 7 Final Plat (Project #202300194) – The June meeting had to be canceled because posting requirements were not met.

July 2024

- A. Specific Use Permit for Christian Steward Academy at 1126 Swenson Blvd., Ste E (Project #202400054) – The applicant requested that this item be tabled until the next meeting.

PROPOSED ACTIVITES FROM AUGUST 2024 – OCTOBER 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: Board of Adjustments Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: Review the report.

BACKGROUND:

This report is for the months of June, July, and August 2024.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

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: August 28, 2024

SUMMARY OF ACTIVITIES FROM JUNE 2023 – AUGUST 2024 MEETINGS

June 2024

No activity this month.

July 2024

- A. 311 Gettysburg Loop (Project #202400047) Variance from side setback requirement on the west side of the dwelling of 7.5 feet for a two-story dwelling to allow for the encroachment of a four-foot wide (4') by eight-foot long (8') slab for two air conditioning compressor units. – BOA Disapproved.
- B. 13700 County Line Road (Neidig Elementary) (Project #202400050) Special exception from Section 44-82 requiring screening and buffers for outdoor storage equipment to allow for the addition of a 22.9' by 21' cooler/freezer in the existing courtyard. – BOA Approved.
- C. 109 W 10th Street (Project #202400053) A zoning variance to reduce the requirement for a 7,500 square foot lot area to 7,100.25 square feet. – BOA Approved.

August 2024

No activity this month.

PROPOSED ACTIVITIES FROM SEPTEMBER 2024 – NOVEMBER 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: Review the report.

BACKGROUND:

This report is for the period of June, July and August 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: August 28, 2024

SUMMARY OF ACTIVITIES FROM JUNE 2024 – AUGUST 2024 MEETINGS

June 2024

No activity this month.

July 2024

No activity this month.

August 2024

No activity this month.

PROPOSED ACTIVITIES FROM SEPTEMBER 2024 – NOVEMBER 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: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE PROPOSALS 23, 24, AND 25 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve Change Proposals 23, 24, 25

BACKGROUND:

Changer Proposals 23, 24 and 25 addressed the following items: concrete pads for picnic tables, sidewalk repair, 888 sq.f.t of river rock in the landscape bed at Avenue B, and an ADA Ramp at Avenue B and the railroad tracks for a total of \$15,997.08. On August 15th, 2023, the city council approved \$1,854,611 in total funding for the project with the total over all project cost of \$1,877,710 with an identified project deficit of \$23,099 that would be absorbed by current funding within the City Budget as explained during the council meeting. The final conformed Issued For Construction (IFC) set based on contractor negotiations, final contract coordination, final owner purchased/ owner supplied items and previously approved contractor change orders result in a revised project cost of \$2,002,775.08 which is an overall increase of the project budget by \$148,164.08.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Recommend approval.

ATTACHMENTS:

1. ResVeteransExpCP232425
2. Change Proposal 23 - Elgin Veterans
3. Change Proposal 24 - Elgin Veterans
4. Change Proposal 25 - Elgin Veterans

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

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

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

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE PROPOSALS 23, 24 AND 25 FOR VETERANS
MEMORIAL PARK EXPANSION, AND MAKING CERTAIN
FINDINGS RELATED THERETO.**

WHEREAS, the Elgin City Council and Parks & Recreation Advisory Board have approved an Open Space, Parks, & Recreation Master Plan for the benefit of residents and to improve local parks and;

WHEREAS, the City Council approved a new playground, outdoor classroom, stage, seating, and nature play area for Veterans Memorial Park Expansion and;

WHEREAS, the Parks & Recreation Advisory Board and Historic Review Board reviewed and approved the park expansion and;

WHEREAS, the staff worked with Studio 1619 to find a qualified contractor and;

WHEREAS, staff recommends approving Change Proposals 23, 24 and 25 with the details specified in the attached documents.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute Change Order #6 and #7 in the amount of the proposal attached.

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

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

PASSED AND ADOPTED this 3rd day of September 2024

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ESMERALDA RANGEL, Assistant City Secretary

G. Hyatt Construction, Inc.

2006 Bagdad Road, Suite # 170
Leander, TX 78641

Wednesday, August 14, 2024

Amy Miller
City of Elgin
310 N Main Street
Elgin, TX 78621

RE: Change Proposal 23

Ms. Miller:

Per the Contract, Article 10, our lump sum cost for the removal and replacement of the limestone plaque base and for the addition of an ADA ramp at Avenue B & the railroad tracks is \$2,116.25

Our scheduled analysis has determined this change will add zero (0) days to the project schedule at this time. Your approval is requested by August 21, 2024 to maintain the above price and schedule; any approval after this date may increase the time and cost associated with this change, which additional cost and time may be added to our proposal.

Our proposal only covers the work specifically noted in the attached proposal described herein. We call your attention to any exclusions and qualifications attached and reserve the right to provide further proposals for any costs which may be unforeseen or not quoted at this time.

Thank you,



Justin Hyatt,
G. Hyatt Construction, Inc.

G. HYATT CONSTRUCTION, INC.
PROPOSAL

PROJECT: Elgin Veterans Memorial Park
PROPOSAL #: 23
DATE: 8/1/2024

DESCRIPTION: Install curb ramp at Avenue B as requested and remove & re-install limestone plaque base that was damaged by the adjacent project's fence

MATERIALS

SUBTOTALS

1 TOTAL DIRECT COST	\$	500.00	
2 MARK UP	\$	75.00	
			\$ 575.00

LABOR

3 ADDITIONAL SUPERV.		x				
4 ADDITIONAL LABOR		MH x	\$ -	\$	280.00	
5 LABOR BURDEN (15%)				\$	42.00	
6 MARK UP				\$	48.30	
						\$ 370.30

EQUIPMENT

7 EQUIPMENT RENTAL	\$	-	
8 MARK UP	\$	-	
			\$ -

SUBCONTRACTORS

8 SUBCONTRACTORS	\$	1,000.00	
9 MARK UP	\$	150.00	\$ 1,150.00

SUBTOTAL OF PROPOSAL	\$	2,095.30
BONDS & INSURANCE	\$	20.95
TOTAL OF PROPOSAL	\$	2,116.25

G. Hyatt hereby agrees to perform the work outlined in this proposal per the amount specified and in accordance with the contract documents after the work is in an approved change order.

TIME EXTENSION REQUEST: 0

Estimate

Eduardo Rodriguez, 135 Artesian dr, 5129252645, Cedar creek TX 78612,
United States

FOR

Justin
2006 bagdad road , #170
Leander TX 78641
United States

Estimate No.: 052
Issue date: 8/14/2024
Valid until 8/14/2024

SHIP TO

Bagdad
Alabama
United States

Estimate No. 052	Issue date 8/14/2024	Valid until 8/14/2024	Total due (USD) \$1,000.00
---------------------	-------------------------	--------------------------	-------------------------------

Description	Quantity	Unit price (\$)	Amount (\$)
Elgin veterans Park plaque Remove and install new plaque	1	1,000.00	1,000.00
Total (USD):			\$1,000.00

G. Hyatt Construction, Inc.

2006 Bagdad Road, Suite # 170
Leander, TX 78641

Wednesday, August 28, 2024

Amy Miller
City of Elgin
310 N Main Street
Elgin, TX 78621

RE: Change Proposal 24

Ms. Miller:

Per the Contract, Article 10, our lump sum cost to install two 12'x14' bench pads (and associated irrigation system patching/capping for the bench pads), and sidewalk repairs on Depot Street near the Police Station, is \$9,934.56

Our scheduled analysis has determined this change will add zero (0) days to the project schedule at this time. Your approval is requested by September 4, 2025 to maintain the above price and schedule; any approval after this date may increase the time and cost associated with this change, which additional cost and time may be added to our proposal.

Our proposal only covers the work specifically noted in the attached proposal described herein. We call your attention to any exclusions and qualifications attached and reserve the right to provide further proposals for any costs which may be unforeseen or not quoted at this time.

Thank you,



Justin Hyatt,
G. Hyatt Construction, Inc.

G. HYATT CONSTRUCTION, INC.
PROPOSAL

PROJECT: Elgin Veterans Memorial Park
PROPOSAL #: 24
DATE: 8/28/2024

DESCRIPTION: Install two 12'x14' bench pads, associated irrigation patching/capping

MATERIALS

SUBTOTALS

1 TOTAL DIRECT COST	\$	-	
2 MARK UP	\$	-	
		\$	-

LABOR

3 ADDITIONAL SUPERV.		x			
4 ADDITIONAL LABOR		MH x	\$ -	\$	-
5 LABOR BURDEN (15%)				\$	-
6 MARK UP				\$	-
				\$	-

EQUIPMENT

7 EQUIPMENT RENTAL	\$	-	
8 MARK UP	\$	-	
	\$	-	

SUBCONTRACTORS

8 SUBCONTRACTORS	\$	8,942.00	
9 MARK UP	\$	894.20	\$ 9,836.20

SUBTOTAL OF PROPOSAL	\$	9,836.20
BONDS & INSURANCE	\$	98.36
TOTAL OF PROPOSAL	\$	9,934.56

G. Hyatt hereby agrees to perform the work outlined in this proposal per the amount specified and in accordance with the contract documents after the work is in an approved change order.

TIME EXTENSION REQUEST: 0

G. Hyatt Construction, Inc.

2006 Bagdad Road, Suite # 170
Leander, TX 78641

Wednesday, August 28, 2024

Amy Miller
City of Elgin
310 N Main Street
Elgin, TX 78621

RE: Change Proposal 25

Ms. Miller:

Per the Contract, Article 10, our lump sum cost to install approximately 888 SF of river rock in the landscape bed on Avenue B is \$3,946.27

Our scheduled analysis has determined this change will add zero (0) days to the project schedule at this time. Your approval is requested by September 4, 2025 to maintain the above price and schedule; any approval after this date may increase the time and cost associated with this change, which additional cost and time may be added to our proposal.

Our proposal only covers the work specifically noted in the attached proposal described herein. We call your attention to any exclusions and qualifications attached and reserve the right to provide further proposals for any costs which may be unforeseen or not quoted at this time.

Thank you,



Justin Hyatt,
G. Hyatt Construction, Inc.

G. HYATT CONSTRUCTION, INC.
PROPOSAL

PROJECT: Elgin Veterans Memorial Park
PROPOSAL #: 25
DATE: 8/28/2024

DESCRIPTION: River rock at bed on Avenue B

MATERIALS

SUBTOTALS

1 TOTAL DIRECT COST	\$	-	
2 MARK UP	\$	-	
		\$	-

LABOR

3 ADDITIONAL SUPERV.		x			
4 ADDITIONAL LABOR		MH x	\$ -	\$	-
5 LABOR BURDEN (15%)				\$	-
6 MARK UP				\$	-
				\$	-

EQUIPMENT

7 EQUIPMENT RENTAL	\$	-	
8 MARK UP	\$	-	
	\$	-	

SUBCONTRACTORS

8 SUBCONTRACTORS	\$	3,552.00	
9 MARK UP	\$	355.20	\$ 3,907.20

SUBTOTAL OF PROPOSAL	\$	3,907.20
BONDS & INSURANCE	\$	39.07
TOTAL OF PROPOSAL	\$	3,946.27

G. Hyatt hereby agrees to perform the work outlined in this proposal per the amount specified and in accordance with the contract documents after the work is in an approved change order.

TIME EXTENSION REQUEST: 0



Phone # 575-937-7776
ashley@jarbor.com

J Arbor Contracting LLC.

8/28/24

CO5

Project Name: Elgin Veterans
Scope Identification: Additional river rock
Attention: Justin Hyatt

J Arbor Contracting is pleased to provide the following information below:

Installation of approximately 888 SF of additional river gravel for the bid item price of
\$4.00 per SF. Total = \$3552.00

Thank you for this opportunity. If you have any questions, please contact me at 575-937-7776

Ashley DuBose
Project Manager



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS REGARDING CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES IN THE DEPOT DISTRICT OF THE CITY OF ELGIN, TEXAS; PROVIDING A SEVERABILITY CLAUSE.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve Ordinance.

BACKGROUND:

Elgin Main Street Board and city staff have worked with the promotion tourism committee, Chamber of Commerce, and downtown businesses to develop the Depot District. The district is intended to support business development and retention by increasing the ability of patrons to move from one location to another within the district with alcoholic beverages in paper or plastic cups. Council received a detailed presentation on this item in May.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve ordinance.

ATTACHMENTS:

1. Depot District Ordinance 8-20-2024

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

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

ORDINANCE NO. XX

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS REGARDING CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES IN THE DEPOT DISTRICT OF THE CITY OF ELGIN, TEXAS; PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City of Elgin, Texas, adopted ordinances prohibiting the consumption and possession of alcoholic beverages on city property and within city parks in the city of Elgin; and

WHEREAS, Section 8-22 of the Code of Ordinances for the City of Elgin, Texas, prohibits the consumption or possession of alcoholic beverages on city property; and

WHEREAS, Section 8-23 of the Code of Ordinances for the City of Elgin prohibits the sale, consumption or possession of alcoholic beverages within a city park in the city of Elgin; and

WHEREAS, the City of Elgin's Main Street Board has created a downtown "Depot District" to provide an outdoor area for customers of downtown businesses to shop, dine, and congregate; and

WHEREAS, the "Depot District" is shown in Exhibit "A" which is attached to this ordinance and incorporated herein for all purposes; and

WHEREAS, for the purposes of this ordinance, "alcoholic beverage" follows the TABC definitions of malt beverage (beer) and wine; and

WHEREAS, the city desires to amend section 8-22 and 8-23 of the Code of Ordinances in order to allow the possession of an open container and consumption of alcoholic beverages in the Depot District under limited circumstances of this ordinance; and

WHEREAS, by allowing the possession and consumption of alcoholic beverage purchased from local businesses and restaurants within the Depot District seven days a week during the hours of 10:00 AM to 10:00 PM the businesses will be better able to provide their customers a safer outdoor environment to dine or congregate; and

WHEREAS, to make this option available for downtown businesses within the Depot District, it is the desire of the City Council to suspend the prohibition of the possession of open containers or the consumption of alcoholic beverages in the Depot District and permit such activity unless it is otherwise not allowed under state law or local ordinances.

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

SECTION 1. The prohibition against consumption of alcoholic beverages and open containers, as defined by the Texas Alcoholic Beverage Commission ("TABC") and Sections 8-22 of the Code of Ordinances of the City of Elgin on any public street, right of way, or city park within the Depot District, as described in Exhibit A, is hereby suspended so long as:

A. It is between the hours of 10:00 AM and 10:00 PM.

B. the alcoholic beverage has been purchased or provided by a local business or event within the Depot District; and

C. the consumption or possession of any alcoholic beverage in the Depot District does not violate any other ordinance or law.

SECTION 2. The Businesses are to not allow their customers to leave the Business or the area adjacent to the business with a glass container and must provide beverages in cans, plastic or paper cups to their customers if the customer is leaving the area adjacent to the business. If businesses and customers do not follow this recommendation, if increased police monitoring is required, or if broken glass and litter become a problem within the Depot District, then the City Council will consider amending or rescinding this ordinance. Additionally, this ordinance will be reviewed at a City Council meeting one-year from adoption for consideration of amendments.

SECTION 3. The City Council authorizes the City Manager for administrative purposes to make administrative decisions and rules and regulations regarding implementation and enforcement of the ordinance. The City Manager shall determine such rules and regulations and notify the public by publishing said rules and regulations on the city website and making them publicly available at city hall.

SECTION 4. Nothing herein is intended to abrogate or supersede any law regarding alcoholic beverages including, without limitation, the TABC, which shall be a requirement of the Business under this Ordinance.

SECTION 5. All provisions of any Ordinance of Elgin, Texas, in conflict with the provisions Ordinance shall be, and the same are hereby repealed, other provisions not in conflict with the provisions Ordinance shall remain in full force and effect.

PASSED, APPROVED, and ADOPTED on this 3rd day of September, 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

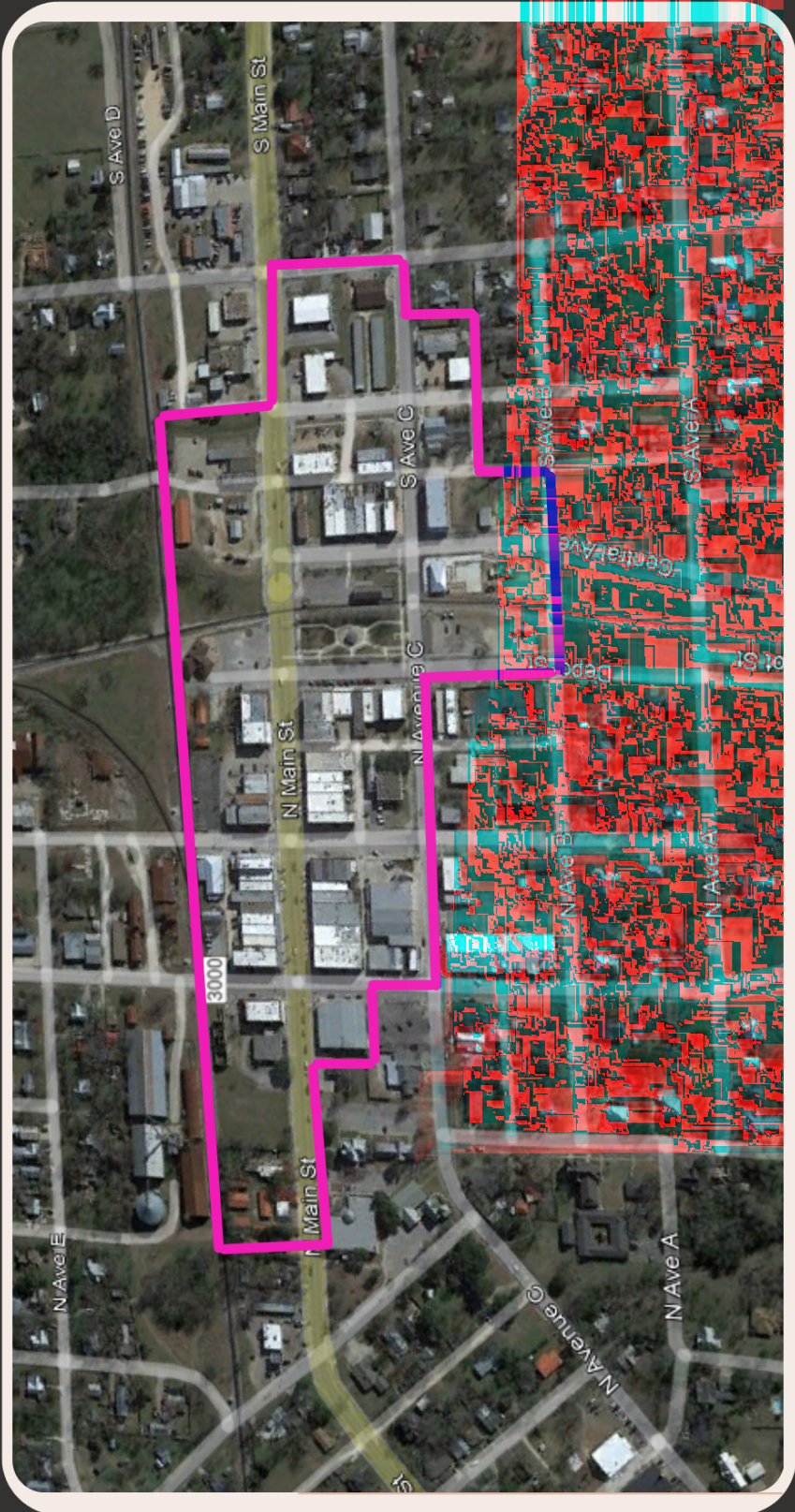
ESMERALDA RANGEL, Assistant City Secretary

Exhibit A



DEPOT DISTRICT BOUNDARY

Alcoholic drinks may be purchased from participating bars and restaurants and enjoyed at participating locations throughout Downtown Elgin as shown below





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDERATION OF A REQUEST BY MI CELINE MERCARO TO WAIVE THE ITINERANT VENDOR LOCATION AND OPERATION DISTANCE PROHIBITION ALLOWING THE CREATION OF A VENDOR COURT IN ADDITION TO OVERFLOW PARKING ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 12934, LOT 86, J.S. SMITH ADDITION, LOCATED IMMEDIATELY WEST OF 611 SOUTH MAIN STREET (MI CELINE MERCADO). THE PROPOSED VENDOR'S COURT IS WITHIN ONE THOUSAND FEET (1000') OF AN EDUCATIONAL FACILITY (BOOKER T. WASHINGTON ELEMENTARY SCHOOL).

DEPARTMENT: Development Services

PROPOSED ACTION: Consider request for waiver of 1,000-foot distance and operation prohibition for the creation of a Vendor's Court to be operated out of the Me Celine Mercado overflow parking lot.

BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Mi Celine Staff Report
2. Mi Celine Waiver Request
3. Itinerate Vendor Application Instructions

{ } 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

Itinerant Vendor Permit Appeal

Date: August 23, 2024
Applicant: Zaherali Noor Charoliya
Representative: Same
Meeting Dates: City Council – September 3, 2024
Location: BCAD Parcel 12934 located just west of 611 South Main Street

APPLICATION SUMMARY

The owners of Mi Celine Mercado would like to develop the vacant lot which they purchased in 2022 into overflow parking for the mercado as well as a Vendor's Court and detention pond to serve the new parking lot. As stated in their request, the Vendor's Court would not only include food trucks, vendors offering other goods and services would also be included as allowed per the definition of Itinerant Vendor in our Code. A Site Development application was submitted by the applicant's Engineer on 12/17/2023 and review of the project was begun. On January 19, 2024, the applicant was notified that City of Elgin Code prohibits Itinerant Vendors within 1,000 feet of a hospital or educational facility per [Sec. 8-157-104 \(3\)](#). The Applicant has opted to request a waiver from the City Council pursuant to [Sec. 8-157.171](#).

DEPARTMENT COMMENTS

BTW Elementary School is within approximately 161feet (measured property line to property line). Further review of the site development plan has been halted until the Council decides on the applicant's request.

Section 8-157-100 -Definitions.

Itinerant vendor means any person who exhibits, displays, sells, or offers for sale any commodity on private property.

Vendor's court means an independent, specifically dedicated, and permanent facility where two or more mobile street or itinerant vendors may set up and operate in accordance with the city zoning code.

Granting the waiver would simply allow the Vendor's Court to be located and operate at that specific location. The applicant would still be required to abide by [Chapter 8, Division 2](#) of the code governing Itinerant Vendors (including time restrictions, spacing between vendor vehicles, trash collection, sales tax collection, health and sanitation licensing, fire safety) as well as adhering to all city codes, including but not limited to, zoning, building, fire, signage, plumbing, electrical, mechanical, and fuel-gas (see Itinerant Vendor Application Instructions attached). Granting this waiver would cover all future Itinerant Vendor applications for this site.

ATTACHMENTS

1. Waiver Request Letter
2. Map showing proximity to BTW Elementary School
3. Itinerant Vendor Application Instructions

Zaherali Noor Charoliya
518 S Ave D
Elgin, TX 78621

August 19, 2024

Honorable Mayor and City Council
City of Elgin
310 N Main St.
Elgin, TX 78621

Respected Mayor and Members of City Council

I am writing to formally request a land use waiver for my property located at 518 S Ave. D. I respectfully ask that the City Council consider this request to allow waiver of distance prohibitions in Sec.8-157-104 (3) of City of Elgin ordinances. We are proposing Vendor Court to be build on Bastrop County parcel number 12934.

Background

We submitted a site plan to City of Elgin for vendor court and to accommodate Mi Celine Mercado overflow parking. City staff assisted me in securing C-2 zoning for the property. Later, at 1st round of Site Plan review comments we learnt that distance waiver is required for vendor court from school. Sec. 8-157.104 (3) prohibits locating an itinerant vendor within 1000 feet of a hospital or educational facility. This waiver let us continue with our business planning and Site Plan approval.

Reasons for the Waiver

- **Benefit to the Community**

This waiver will help the local professionals to have a business spot for their small business where they do not have to pay high rent. It is the aim and desire of this project to be a good neighbor by providing goods and services to the nearby residents that they will find useful and helpful in their daily lives and routines

- **Lack of Negative Impact**

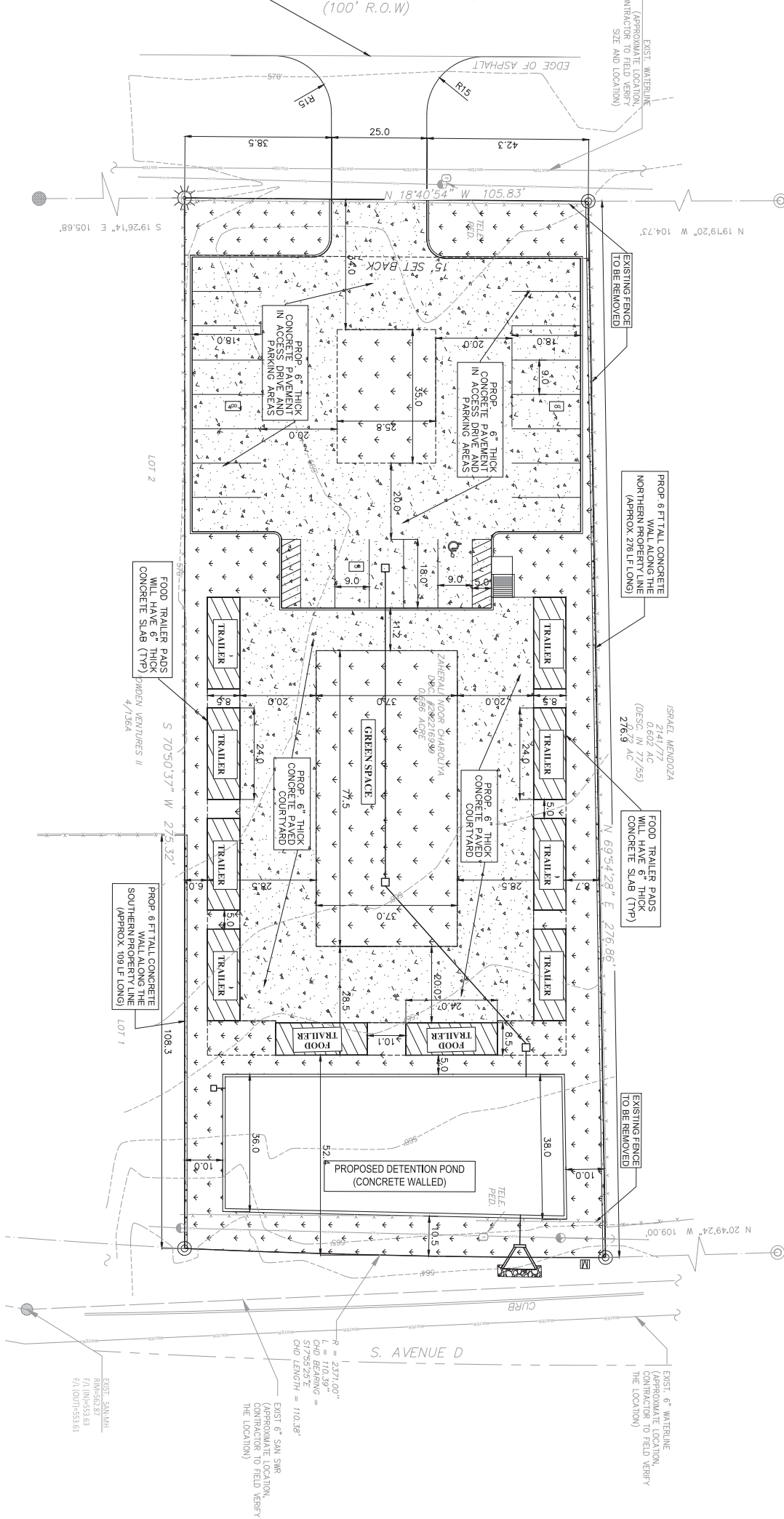
The site plan is proposing 6-ft high masonry wall to protect the privacy of neighbors to the east and west. Education facility is less than 1000-ft in bird eye view but there is railroad barrier between the proposed development and educational facility. Site is not proposing access from S Ave. D and limiting the access from S Main St. Travelling path from educational facility and access to S Main driveway is 2300 linear ft.

Conclusion

I genuinely believe that granting this waiver will not only benefit my property but also the community. I am committed to working with City to ensure that the development is conducted in a manner that is both transparent and in alignment with community and City standards.

Thank you for your time and consideration of my request. I am more than happy to provide any additional information or attend a meeting to discuss this further.

Sincerely,
Zaherali Noor Cahroliya
512-903-4577
charoliyasaifali@gmail.com





Itinerant Vendor Application Instructions

Section 101: Basis.

Section 102: Exemption from Permit.

Section 103: Penalty for Conduct of Business Without Permit or Failure to Follow City Codes.

Section 104: Time Restrictions.

Section 105: Submission Requirements.

Section 106: Completeness Review.

Section 107: Submittal Review.

Section 108: Plan Review Approval.

Section 109: How to Request Final Inspections

Section 110: Results of Inspections.

Section 111: Issuance of Permit.

Section 112: Right of Entry and Inspection After Opening of Business.

Section 113: Suspension and Revocation of Permits.

Section 114: Appeals.

Section 115: Time Delay for Approval of New Permit for Previous Revoked Permit.

Section 101: Basis.

Any person who wishes to engage in commercial activities involving use of a stand shall have a permit to conduct this business. An itinerant vendor shall be as defined below:

- A. Itinerant vendor means any person who exhibits, displays, sells, or offers for sale any commodity on private property. This definition does not include:
 - 1. A door-to-door "peddler" or "solicitor" as defined in this code;
 - 2. Activities authorized by a "special event permit" issued pursuant to this code;
 - 3. "Temporary use permit" pursuant to the city's zoning code; and
 - 4. Persons selling agricultural products, which are raised or produced by them, within the city authorized public sales of farm goods.
 - 5. Mobile Street Vendors.

Section 102: Exemption from Permit.

- A. Sales mandated under State law or by order of any court, or
- B. Garage sales, or
- C. Property owner invitation, or
- D. The sale of goods or services for noncommercial purposes or causes, whether community service, charitable, civic, religious, or educational, or
- E. The sale of goods which occurs during organized community and special events held by the authority of agreements or special permits issued by the city or held upon public premises or in or upon public parks under the auspices or sponsorship or within the regular administration of the parks and recreation department of the city; or
- F. Lemonade stands and similar activities conducted and operated entirely by children under the age of 16 years and upon the private residential premises of such children.
- G. Cottage food production operations, or
- H. Persons or transactions associated with bona fide trade shows, exhibits, expositions or conventions where all transactions of purchase, sale or exchange are made in connection with such trade show, exhibit, exposition or convention and within the confines of the approved area of the trade show, exhibit, exposition or convention sites, or
- I. Newspaper carriers and vending machines.

Section 103: Penalty for Conduct of Business Without Permit or Failure to Follow City Codes.

- A. **Fine.** Any violation of City Code, including conducting business without a permit, may be punishable of a fine up to \$2,000 maximum for violations involving fire safety, zoning, sanitation, or public health or up to \$500 maximum for any other violations. Each day shall constitute a separate violation.

B. Criminal Trespass. Any vendor who enters upon property and willfully refuses to leave the property, after receiving notification to leave, shall be guilty of a misdemeanor criminal trespass and may be incarcerated or fined upon conviction as provided in the Texas Penal Code.

Section 104: Time Restrictions.

- A. Private property without site lighting: 7:30 A.M. – 5:30 P.M.
- B. Private property with site lighting: 7:00 A.M. – 8:00 P.M.

Section 105: Submission Requirements.

- A. **Submittal of appropriate filing fees which are as follows:**
 - 1. Fourteen (14) day Permit: \$25.00 / each
 - 2. Thirty (30) day Permit: \$35.00 / each
 - 3. Ninety (90) day Permit: \$75.00 / each
 - 4. One hundred and eighty (180) day Permit: \$100.00 / each
 - 5. One (1) year Permit: \$200.00 / each.
- B. All information filled out on the web-based application. Upload additional written narrative for items that will not fit on the application or for additional information.
- C. If property is not owned by the applicant, a completed owners authorization form allowing operation of the business on the premises.
- D. A complete Department of Public Safety (DPS) criminal history for each applicant, business owner, worker, helper, employee, assistant, agent, or other persons who will be on the site, issued within ninety (90) calendar days of the date of application.
- E. Color photocopy of State issued driver's license, or another government issued picture identification card for each applicant.
- F. A copy of the State limited sales and use tax permit with all sales billable to the City.
- G. Proof of insurance on all vehicles.
- H. Written proof from the property owner for the following:
 - 1. Dates and times that the applicant can conduct vendor activities on the property.
 - 2. If vendor lacks bathroom facilities, permission for employees to use on-site bathrooms.
 - 3. If vendor is serving food that produces grease and does not have their own grease-trap, permission from the business to use their on-site grease trap. If grease is being dumped offsite, documentation of their off-site licensed disposal location.
 - 4. Permission to allow disposal of business/customer trash receptacles on-site.
- I. A site plan indicating the following:
 - 1. Setbacks from structures and property lines (if a trailer or motor vehicle);
 - 2. Electrical service connection (if connecting to central utilities);

3. Water and wastewater connection (if connecting to central utilities);
 4. Natural gas connection (if connecting to central utilities);
 5. Outside equipment and/or accessories associated with the proposed vendor.
 6. Designated parking areas for the business and any other business on the property. **Contact Development Services at 512-281-0119 for minimum parking standards for your proposed use and other uses on the site.**
 7. Location of all site lighting around the unit.
 8. Indicate the type of surface the vending unit currently occupies.
- J. If vendor is selling food and/or drink, a copy of the health permit from the applicable County.
- K. If vendor is selling food and/or drink, a copy of the food handlers license from the applicable County.
- L. Any other information as required by the City.

Section 106: Completeness Review.

Once the applicant has uploaded the items to the permitting system, a Permit Technician begins a cursory review to verify the applicable submittal items have been uploaded. If everything is there, they will accept the project and it will move on for submittal review. If there are items missing, they will return the project with comments of what must be provided by the applicant. This process continues in this pattern until all items have been provided in accordance with the Permit Technician. **This review will take a maximum period of five (5) business days from the date of project creation or loading of additional information into the permitting system.**

Section 107: Submittal Review.

The application will be routed for review. A plan review letter will be generated if there are comments and sent to the applicant to respond. It is required the applicant respond in writing to address each comment on letterhead and provide the necessary documentation to show compliance with the issue. The applicant shall have six (6) months from the date on the plan review letter to address all comments, provide documentation, and resubmit to the City through the permitting system. The process of resubmittal and the reviewer providing comments continues in this cycle until all comments have been addressed by the applicant. **Each review will take a maximum period of ten (10) business days from the date of submittal to the City.**

Section 108: Plan Review Approval.

After all submittal comments have been approved by the City, it will issue a Plan Review Pass letter. This will be the time the applicant will schedule inspections.

Section 109: How to Request Final Inspections

Inspections will be listed through the permitting system at www.mygovernmentonline.org. If assistance is required go to the [Customer Help Guide](#) and go to “View Project Inspections and Requirements” and this will list all the required inspections. To request an inspection, go to “Request an Inspection”. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet on the job site, it must be notated in the notes section. Any inspections must be submitted to the permitting system by 4:30 P.M. CST, for any inspection to occur the next business day. **It is the responsibility of the applicant to make inspection requests and pass inspections prior to opening the business. The inspector must have someone present from the business to allow them internal access, otherwise the inspector may fail the inspection and a reinspection will need to be scheduled.**

Section 110: Results of Inspections.

If the inspection is passed, the applicant doesn’t need to schedule a re-inspection. If the inspection is failed the inspector will provide a sheet indicating what shall be remedied before a re-inspection can be completed.

Section 111: Issuance of Permit.

After all inspections have been passed the Department shall issue a permit to the applicant. Issuance of the permit is authorization for the opening and operation of the business for the timeframe indicated on the permit.

Section 112: Right of Entry and Inspection After Opening of Business.

The City shall have the right to inspect every vendor and inspect at any time during business hours. The person operating the vendor shall permit access to all parts of the establishment and shall permit inspection and copying of all records related to purchases. The City shall be allowed to take photographs as part of the inspection process.

Section 113: Suspension and Revocation of Permits.

The City shall provide written notice of the suspension or revocation in a brief statement setting forth the complaint, the grounds for suspension or revocation, and notifying the permitted vendor of the right to appeal. Such notice shall be mailed to the address on the itinerant vendor application by certified mail, return receipt requested, or presented in person or via hand delivery to the itinerant vendor.

Section 114: Appeals.

- A. *Timeframe; appeal to City Council.* If the City denies the issuance of a permit, suspends, or revokes a permit, or orders the cessation of any part of the business operation conducted under the permit, the aggrieved party may appeal the decision in writing to the city council within three (3) business days of the action. If a request for an appeal is not made within three (3) business days, the decision becomes final. The city council shall hear the appeal at the next available city council meeting.
- B. *Stay of action unless emergency.* The filing of an appeal stays the action of the City in suspending or revoking a permit or any part of the business operation being conducted under such permit until the city council makes a final decision, unless the city manager determines that continued operation of the vending business constitutes an imminent and serious threat to the public health or safety, in which case the city shall take or cause to be taken such action as is necessary to immediately enforce the suspension, revocation or order.

Section 115: Time Delay for Approval of New Permit for Previous Revoked Permit.

Revocation of a permit shall bar the applicant from obtaining a permit for a period of one (1) year from the date of revocation.

Requirements regarding the operation of an itinerant vendor.

During the operation of the itinerant vendor within the City. The following requirements shall be followed by the business operator and prohibitions shall be avoided.

UTILITY REQUIREMENTS

Electric requirements. Electricity shall be used from a generator or an electrical outlet that is in conformance with the City adopted National Electrical Code. Electric cord connections for power usage, not in conformance with the City adopted National Electrical Code, shall be prohibited.

Plumbing requirements. Vendors may connect to the water and wastewater systems only in accordance with the City Utility Code and the City adopted International Plumbing Code. Water not handled from a central utility shall be obtained from an internal-source tank. Wastewater not handled from a central utility shall be handled with an internal tank which may not be emptied into the city sewer system.

Fuel gas requirements. Gas shall be from a propane tank or a connection to central gas in accordance with the applicable fuel-gas entity and with the City adopted plumbing and fuel-gas codes.

OPERATION REQUIREMENTS

Sites with site lighting on property. 7:00 A.M. – 8:00 P.M.

Sites without site lighting on property. 7:30 A.M. – 5:30 P.M.

Trash receptacles inside unit-vehicle and customers. Covered trash receptacles inside unit or vehicle if it has the ability of allowing people inside of it and a trash receptacle for customers.

Pressurized water if people are allowed inside and it serves food. Self-contained pressurized (by pump) hot and cold potable water system if the unit / vehicle has the ability of allowing people inside of it and if the vendor serves food.

Hand washing sink if people are allowed inside and it serves food. A hand washing sink if the unit/vehicle has the ability of allowing people inside of it and if the vendor serves food.

Minimum wash-ware sinks if people are allowed inside, and it serves food. A 3-compartment ware wash sink (must have capacity for largest piece of ware/equipment) if the unit/vehicle has the ability of allowing people inside of it and if the vendor serves food.

Wastewater holding tank if it serves food. A permanently installed wastewater holding tank that is a minimum 15% greater in size than potable water capacity, if the vendor serves food.

DISTANCING REQUIREMENTS

Minimum distance between vendors. Vendors shall maintain a minimum distance of 10 feet as measured between each exterior of the building, structure, or vehicle.

Minimum distancing between air intakes/openings and engine driven sources of power. Vendors shall maintain a minimum distance of 12 feet in all directions between air intakes/opening and engine driven sources of power.

Minimum distancing between ingress/egress and engine driven sources of power. Vendors shall maintain a minimum distance of 12 feet in all directions between ingress/egress for vending unit and engine driven sources of power.

Engine driven sources of power limitations in relation to buildings and vendors. All engine driven sources of power emission points shall be directed away from buildings and other vendors.

PROHIBITED

Certain advertising methods prohibited. Vendors may not use amplifiers, loudspeakers, musical instruments, or any other devices to produce sound.

Distraction devices prohibited. In any manner that distracts drivers, such as by displaying fluttering, undulating, rotating, spinning or waving devices, whether or not such devices are for sale;

Distance prohibitions. Within 1,000 feet of a hospital or educational facility;

Mobility prohibitions. In such a way that pedestrian or motor vehicle traffic is obstructed;

Blocking traffic control signs prohibited. In such way that obstructs traffic signals or regulatory signs;

Traffic hazard prohibition. In such a place or in a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create a nuisance, increase traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to city vehicles, including emergency and sanitation vehicles.

Certain accessory uses. Any customer seating area(s), picnic table(s), drive-thru(s) if less than two (2) vendors on the site.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR OPERATION OF A CHILDCARE FACILITY BY THE ELGIN INDEPENDENT SCHOOL DISTRICT ON PROPERTY LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY CENTRAL APPRAISAL DISTRICT AS PARCEL 61102, LOCATED AT 205 W. 2ND ST (ELGIN CITY, BLOCK 37, LOT 3,4,5,6,7 & 8), CITY OF ELGIN, TEXAS, BASTROP COUNTY, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration of a Specific Use Permit for the operation of a childcare facility for the children of Elgin ISD staff at 205 West 2nd Street (former First Baptist Church campus).

BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

The Planning and Zoning Commission held a public hearing on this item at the August 26, 2024 regular meeting and their recommendation is to grant the Specific Use Permit (SUP) for a period of 5 years contingent on the results of the Traffic Impact Analysis.

ATTACHMENTS:

1. ORD2024-09-03-16 An Ordinance Granting A Specific Use Permit For Operation Of A Childcare Facility
2. 205 W 2nd St Specific Use Application, Owner's Authorization and proposed site plan
3. 202400058 200' Notice to property owners
4. Project 202400058 EISD Childcare Staff 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.

ORDINANCE NO. 2024-09-03-XX

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR OPERATION OF A CHILDCARE FACILITY BY THE ELGIN INDEPENDENT SCHOOL DISTRICT ON PROPERTY LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY CENTRAL APPRAISAL DISTRICT AS PARCEL 61102, LOCATED AT 205 W. 2ND ST (ELGIN CITY, BLOCK 37, LOT 3,4,5,6,7 & 8), CITY OF ELGIN, TEXAS, BASTROP COUNTY, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas for a Specific Use Permit to allow operation of a childcare facility, in a General Commercial District at the property described in this Ordinance; and

WHEREAS, the City Council has submitted the application to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on August 26, 2024, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended a Specific Use Permit be granted allowing the operation of a childcare facility, for an indefinite period in a General Commercial District as shown in documents attached hereto as Exhibit “A”; and

WHEREAS, on the 3rd day of September 2024, after proper notification, the City Council held a public hearing on the requested application, and

WHEREAS, the City Council determines that the Specific Use Permit provided for herein promote the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin’s Comprehensive Plan and further finds that enactment of this Ordinance is not inconsistent with or in conflict with any other polices or provisions of the Comprehensive Plan and the City’s Code of Ordinances.

II.

The Zoning District for the Property shall remain General Commercial District, and the Ordinance granting a Specific Use Permit for the specific use on the property to allow the operation of a childcare facility for an indefinite period, is hereby adopted.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

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

READ, PASSED, and ADOPTED on first reading this the 3rd day of September 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

185 McAllister Road
Bastrop, Texas 78602
512-303-4185
Firm #10058400
jgaron@austin.rr.com

November 17, 2021

LEGAL DESCRIPTION: BEING A 0.044 ACRE TRACT OF LAND LYING IN AND BEING A PORTION OF LOT 2, BLOCK 37, CITY OF ELGIN AS RECORDED BY PLAT IN VOLUME "Y", PAGE 301 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS AND IN CABINET 1, PAGE 100B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 0.045 ACRE TRACT OF LAND CONVEYED TO FIRST BAPTIST CHURCH, ELGIN BY DEED RECORDED IN VOLUME 1484, PAGE 593 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 0.044 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON AND ASSOCIATES IN OCTOBER, 2021:

BEGINNING at a point in the westerly line of North Avenue C and east line of Block 37 for the southeast corner hereof and the northeast corner of Lot 1, Block 37 Subdivision as recorded by plat in Cabinet 2, Page 347B plat records, Bastrop County, Texas from which a 3/8" iron rod found for the southeast corner of Block 37 and said Lot 1 bears S 20°39'26" E a distance of 72.55 feet along said line;

THENCE S 69°30'39" W a distance of 71.13 feet along the north line of said Lot 1 to a point in the east line of Lot 2, Block 37 Subdivision for the southwest corner hereof and the northwest corner of said Lot 1;

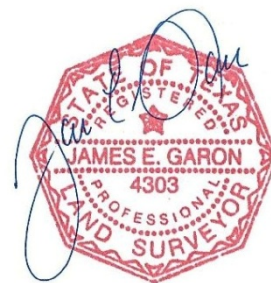
THENCE N 20°28'11" W a distance of 27.28 feet to a point for the northwest corner hereof and the northeast corner of said Lot 2, Block 37 Subdivision;

THENCE N 69°31'59" E a distance of 71.04 feet to a concrete nail found in the west line of Avenue C for the northeast corner hereof and the southeast corner of Lot 3, Block 37;

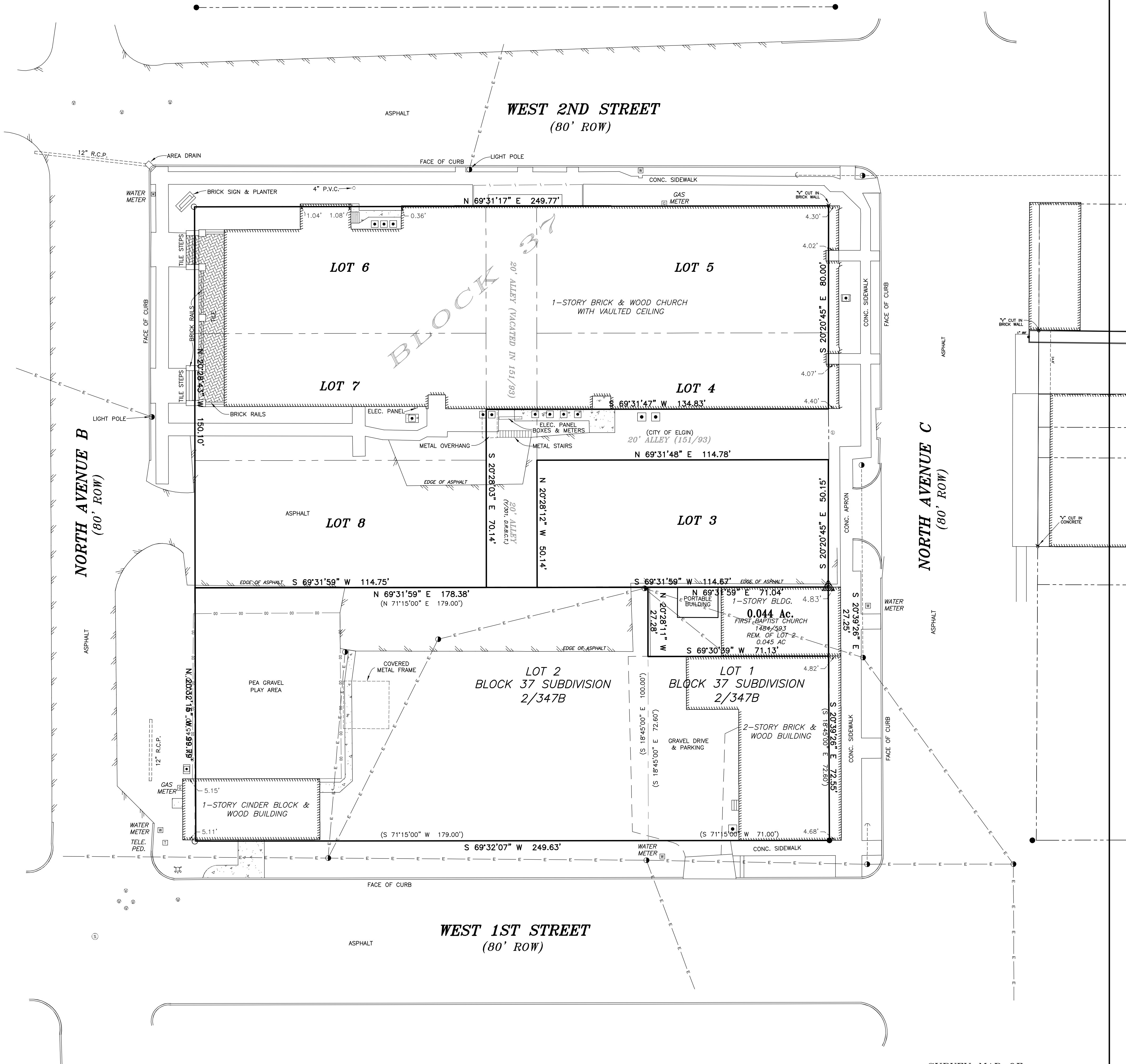
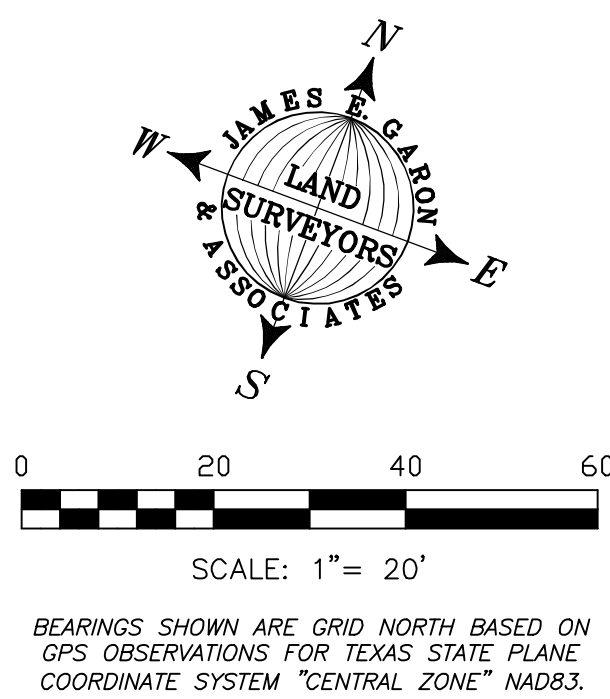
THENCE S 20°39'26" E a distance of 27.25 feet to the **POINT OF BEGINNING**, containing 0.044 acre of land, more or less and as shown on map of survey prepared herewith.

Surveyed by

James E. Garon
Reg. Professional Land Surveyor
co\Bastrop\City of Elgin\block 37\82821 legal



- LEGEND
- CALCULATED POINT
 - 1/2" REBAR FOUND (UNLESS NOTED)
 - ▲ 1/2" REBAR SET W/CAP
 - 1/2" STAMPED I.E. GARN RPLS 4303
 - MAG NAIL FOUND
 - CHAIN LINK FENCE
 - IRON FENCE
 - POWER POLE
 - OVERHEAD ELECTRIC LINE
 - DOWN GUY
 - FIRE HYDRANT
 - WATER METER
 - IRRIGATION CONTROL VALVE
 - GAS METER
 - TELEPHONE PEDISTAL
 - WATER VALVE
 - SANITARY SEWER MANHOLE
 - AIR CONDITIONER
 - (BRO.-DIST.) RECORD CALL



SURVEY MAP OF
LOTS 3, 4, 5, 6, 7 & 8; LESS THE
SOUTH 20' OF LOT 4, BLOCK 37,
CITY OF ELGIN; RECORDED IN
VOLUME Y, PAGE 301, D.R.B.C.T.

0.044 AC, BEING PART OF LOT 2,
BLOCK 37, CITY OF ELGIN, MAP
OR PLAT RECORDED IN VOL. Y,
PAGE 301, D.R.B.C.T. & VOLUME
1484, PAGE 593, O.R.B.C.T.

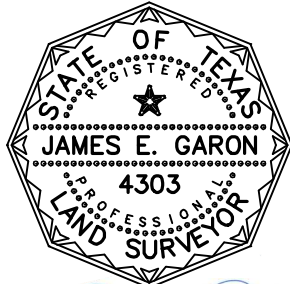
LOTS 1 & 2, BLOCK 37 SUBDIVISION,
MAP OR PLAT RECORDED IN
CABINET 2, PAGE 347B, P.R.B.C.T.

REFERENCE: ELGIN INDEPENDENT SCHOOL DISTRICT G.F. NO.: 2154250-ELG
ADDRESS: 205 W. 2nd STREET, ELGIN, TEXAS.
FIELD BOOK: B-423/76
FILE: S:\Counties\Bastrop\City of Elgin\Block 37\82821.dwg

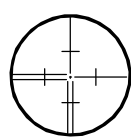
TO THE OWNERS, LIENHOLDERS AND TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X", AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0100E EFFECTIVE JANUARY 19, 2006.



OCTOBER 5, 2021



JAMES E. GARON & ASSOC.
LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

SPECIFIC USE APPLICATION

Date: 7/1/2024

SITE INFORMATION

Project Address: 205 W. 2nd Street

Parcel Identification Number (if no address): 61102

APPLICANT

Name: Mike Boyle

Postal Address: 11501 Alterra Parkway, Suite 120
Austin, TX 78758

E-Mail Address: mike.boyle@huckabee-inc.com; Phone Number: 512.428.8958

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

<u>Mike Boyle</u>	<u>7/1/2024</u>
Signature	Date
Printed Name	

Project Description:

Renovate existing church building to accommodate Elgin ISD's childcare facility.

Minor interior renovation to create secure vestibule entrance, to replace exterior doors and hardware, to add washer and dryer, to renovate first floor restrooms for ADA compliance, and to add sinks in classrooms for childcare licensing requirements.

Scope includes adding fire alarm and automatic fire sprinkler systems in entire building.

Technology cabling will be added throughout, but no other scope of work is planned for second floor or sanctuary portion (except fire alarm and sprinklers). Exterior work includes expanded and fenced play areas & ADA parking.



802 N. Ave. C
P.O. Box 591
Elgin, Texas, 78621



(512) 281-0119



www.elgintexas.gov

OWNER'S AUTHORIZATION LETTER

Project Site Address: 205 West Second Street

I/we hereby certify that I/we am/are the owner(s) of the above-described property. I/we am/are respectfully requesting processing and approval of permit(s) and/or project(s) reviews. I/we hereby authorize the Applicant listed on this letter to act on my/our behalf during the processing, review, presentation of this request and any inspections associated with this request. They shall be the principal contact with the City during the processing, review, presentation of this request and any inspections associated with this request

Huckabee Architects (Gigi Morgan, Mike Boyle)

6/26/2024

Name of Permit Applicant or Company (Print)

Date



1st Property Owners Signature

Date

Mike Brooks, Executive Director Maintenance & Operations Elgin ISD

6/26/2024

1st Property Owners Printed Name

Date

2nd Property Owners Signature

Date

2nd Property Owners Printed Name

Date

3rd Property Owners Signature

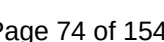
Date

3rd Property Owners Printed Name

Date

Additional owners please provide their signatures, date, printed name, and date on separate letter. Failure to provide additional property owner(s) and/or produce incorrectly may result in delay.

Be aware the person(s) who represent a corporation, limited liability company (LLC), or similar type of corporation regarding property ownership must provide documentation along with this letter indicating they have authority to sign for said corporation. Failure to provide may result in delay.





August 12, 2024

NOTICE OF A SPECIFIC USE PERMIT REQUEST

You are being notified because your property is located within two hundred (200) feet of this request. The attached map shows this lot making the request (red solid shape) and your lot within the notice area (blue circle). This notice is to inform you of public hearings to be held by Planning & Zoning Commission and the City Council as denoted below:

Project #202400058: An ordinance granting a Specific Use Permit for the operation of a childcare facility by the Elgin Independent School District on property on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 61102, located at 205 W. 2nd St (Elgin City, Block 37, Lot 3,4,5,6,7 & 8), Acres 0.79, City of Elgin, Texas, Bastrop County.

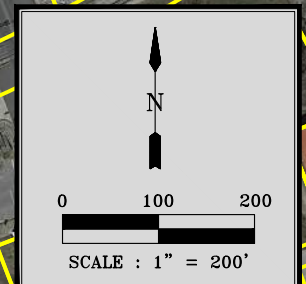
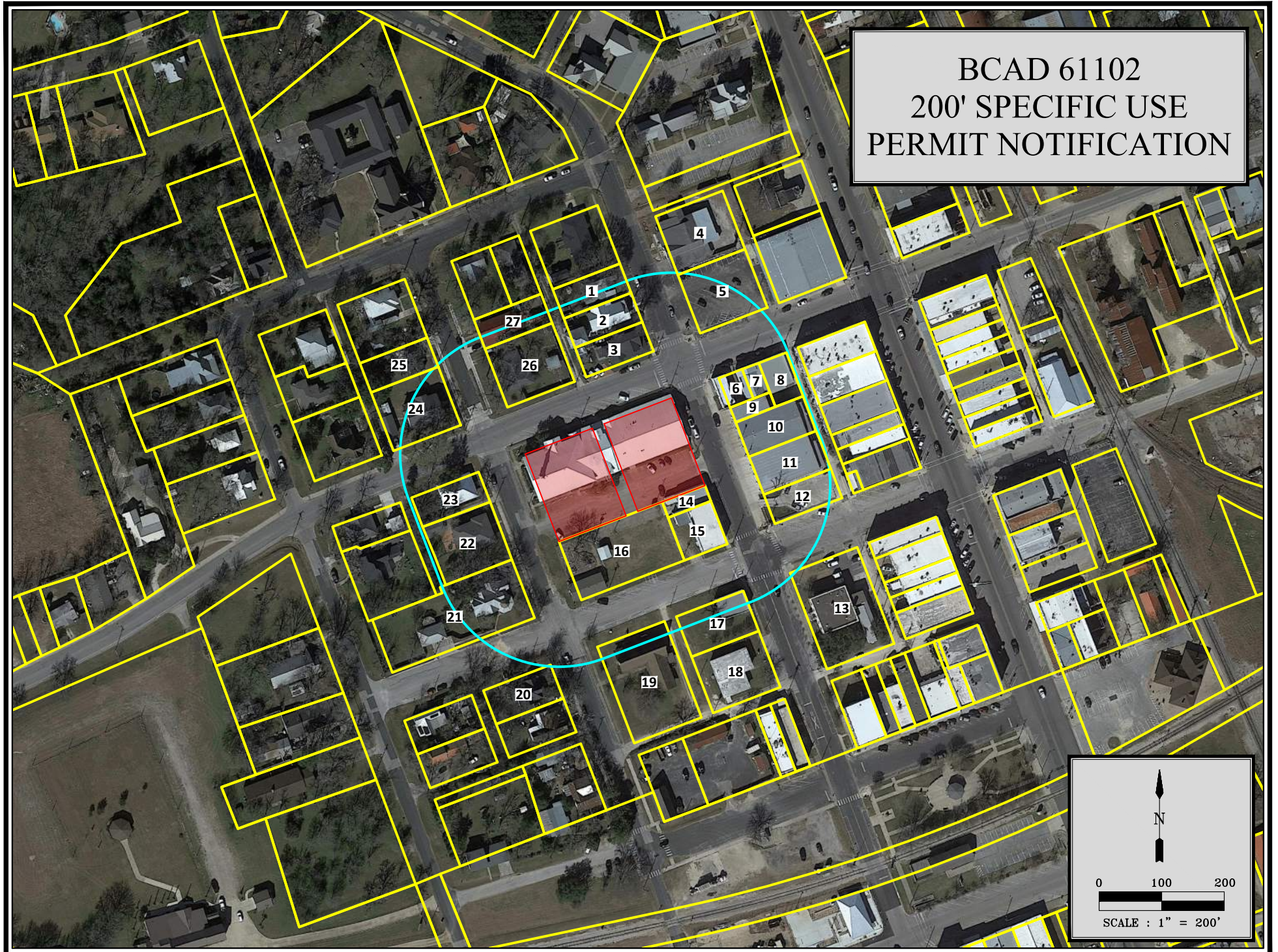
Notice is given of public hearings to be held by the Planning & Zoning Commission on **August 26, 2024** beginning at 6:30 P.M. Central Standard Time (CST) for a recommendation & City Council on **September 3, 2024** beginning at 6:30 P.M. CST for a consideration. These meetings will be held at Elgin Public Library Annex (Civic Center) at 404 N. Main St. Elgin, TX, 78621, U.S.A. The public is welcome to attend and may give a public comment on this item. Any person may be represented by another person, neighbor, or attorney.

Any interested person may also express written comments by emailing the Development Services Department at planninganddevelopment@elgintexas.gov or by postal mail at the following:

City of Elgin
Development Services Department
P.O. Box 591
Elgin, TX 78621 U.S.A.

Requests for any additional information may be directed to planninganddevelopment@elgintexas.gov or to (512) 281-0119 or may be requested from the Development Services Department, Fleming Community Center, 802 N. Avenue C, Elgin, TX 78621 U.S.A. from 8:30 A.M – 4:00 P.M. Central Standard Time, Monday – Friday.

BCAD 61102
200' SPECIFIC USE
PERMIT NOTIFICATION





Development Services Department

STAFF REPORT

Consideration of a Specific Use Permit

Project #202400058

Date: August 28, 2024
Applicant: Elgin Independent School District
Hearing Date: Planning & Zoning Commission – August 26, 2024
City Council – September 3, 2024
Location: Bastrop County Parcel Number 61102, 205 W. 2nd St

APPLICATION SUMMARY

Consideration of a Specific Use Permit for the operation of a childcare facility by the Elgin Independent School District on property located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 61102, located at 205 W. 2nd St (Elgin City, Block 37, Lot 3,4,5,6,7 & 8), City of Elgin, Texas, Bastrop County. The facility is for the children of Elgin ISD staff and will have a maximum of 80 children and 30 staff members.

DEPARTMENT COMMENTS

The Elgin ISD has purchased the old First Baptist Church campus located at the corner of North Avenue C and West 2nd Street. As stated in their application, they wish to renovate a portion of the building so that the school district's childcare facility can be operated there. [City Code](#) requires all childcare facilities to obtain a Specific Use Permit in order to operate in any zoning district. **The Planning and Zoning Commission held a public hearing on this item at the August 26, 2024 regular meeting and their recommendation is to grant the Specific Use Permit (SUP) for a period of 5 years, with a cap of 80 children, contingent on the results of the Traffic Impact Analysis.** Once the Specific Use Permit is obtained, the site and building renovations will be submitted for review to ensure they meet zoning, building and fire codes. They are planning on installing fire alarm and automatic fire sprinkler systems to the entire building. WGA has reviewed the submitted application and provided staff comments to the applicant, which at this time have not been addressed.

ATTACHMENTS:

1. Proposed Ordinance
2. Application
3. Owner's Authorization Letter
4. Proposed Site Plan
5. Notice and map mailed to property owners within 200'



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH PRIMAVESTA LAND COMPANY LLC, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of the Resolution.

BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the First Amendment to the Development and Consent Agreement with Primavesta Land Company LLC/Hariharan Kuppuraj and the City of Elgin as presented.

ATTACHMENTS:

1. Resolution 2024-09-03-XX for Southside Meadows Amendment
2. Southside Meadows Amended Development Agreement Staff Report
3. Resolution 2023-05-02-25 A Development and Consent Agreement (DCA) for Graham Tract

{ } 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. 2024-09-03-

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE
DEVELOPMENT AND CONSENT AGREEMENT WITH PRIMAVESTA
LAND COMPANY, LLC AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, Primavesta Land Company, LLC has transferred all responsibilities of the Development Agreement described in Resolution No. 2023-05-02-25 to Developer Hariharan Kuppuraj per Section 7.03 of that Development Agreement; and,

WHEREAS, the name of the proposed development outlined in the above Development Agreement is being amended from the Graham Tract to Southside Meadows; and,

WHEREAS, Hariharan Kuppuraj currently owns approximately 174 acres of land located in the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, Hariharan Kuppuraj intends to develop said property as a master-planned residential community that will include park and recreational facilities to serve the community; and,

WHEREAS, the city staff is now recommending authorization of an Amended Development and Consent Agreement, that shall be binding upon Hariharan Kuppuraj to memorialize for the record terms and conditions for development of said property; and,

WHEREAS, the City Council have found and determined that the proposed Amended Development and Consent Agreement with Hariharan Kuppuraj will further the public interest and welfare and is necessary to promote opportunities for new affordable housing.

**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 is hereby authorized to execute the *Amended Development and Consent Agreement with Hariharan Kuppuraj*, 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 3rd day of September, 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary

EXHIBIT "A"

AMENDED DEVELOPMENT AND CONSENT

AGREEMENT AMONG

CITY OF ELGIN, TEXAS,

AND

HARIHARAN KUPPURAJ

AMENDED DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Amended Development Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”) and **Hariharan Kuppuraj** (the “Developer”).

INTRODUCTION

The Developer currently owns 174.1 acres of land labeled as Tract 1 in **Exhibit A**, attached hereto and made a part hereof.

The Developer intends to develop the land set forth on **Exhibit A** as a master-planned residential community that will also include park and recreational facilities to serve the community. Because the Property, as hereinafter defined, constitutes a significant area that will be developed in phases under a master development plan, the Developer and the City wish to enter into this Agreement, which will provide an alternative to the City's typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties’ contract as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Development Agreement between the City and Developer.

City: The City of Elgin, Texas, a home-rule city located in both Bastrop County, and Travis County, Texas, with extraterritorial jurisdiction extending into both Bastrop County and Travis County, Texas.

City Manager: The City Manager of the City.

Commission or TCEQ: The Texas Commission on Environmental Quality or its successor agency.

Concept Plan: The concept plan for the Property shown in **Exhibit B**, attached hereto and made a part hereof, and which may be amended from time to time in accordance with this Agreement.

County: Travis County, Texas.

Developer: Hariharan Kuppuraj, or its successors and assigns under this Agreement.

Effective Date: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

Height: As defined in the City's Code of Ordinances, as currently amended.

Impervious Coverage: Means construction limiting the absorption of water by covering the natural land surface; this shall include, but not be limited to, all streets and/or pavements within the development or lot.

Interceptor Lines: That portion of the wastewater system contemplated herein that connects the edge of the Property to the City existing wastewater system, but which does not include any portion of the mains proposed within the Property.

Property or Project: Approximately 174.1 acres of undeveloped land described in **Exhibit A**, being wholly located in the City's extraterritorial jurisdiction, as well as any Additional Property that may be purchased by the Developer.

Setbacks: As defined in the City's Code of Ordinances, as currently amended.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Project Description. The Developer proposes to construct a multi-phase, residential project (the "Development" or "Project") over the Property that is projected to include approximately 763 single family residential units and public parkland and/or open space, as depicted on the Concept Plan as **Exhibit B** for a total of 770 living unit equivalents ("LUEs").

Section 2.02 Additional Property. To the extent the Developer, its successor or assign, or an affiliated entity of the Developer, acquires the Additional Property or any portion thereof, Developer shall provide notice to the City of such acquisition, accompanied by a legal description, and such Additional Property shall (i) be considered a part of the Property and subject to this Agreement, without the necessity of amending this Agreement, and (ii) be subject to and developed in accordance with the specifications of this Agreement. Upon such acquisition, Developer may cause to be recorded in Travis County records a memorandum of this Agreement, incorporating the description of the Additional Property affected.

Section 2.03 Wastewater Service.

(a) City to Provide Wastewater Service. The Parties agree that the City will provide retail wastewater service to the Project and agrees to accept, treat and dispose of effluent from the Project's approximate 770 LUEs. In providing this service, the City specifically agrees to allow the Property to utilize the City's existing wastewater collection system and nearest wastewater lift station for wastewater service for the Project. The Parties agree that the Developer is responsible for the cost of improvements necessary to connect to the City's existing wastewater system at the location shown on Exhibit C. The Developer shall be responsible for required existing infrastructure improvements to convey flows from the Project, if any. The City, if requested by the Developer, shall use its powers of eminent domain to assist the Developer in acquiring easement rights necessary to connect to the existing wastewater system.

(b) Ownership of Facilities. Upon completion, the Interceptor Lines shall be owned by the City.

(c) City Pass Through Use of Wastewater Mains. The wastewater mains within the Project will be designed for the maximum capacity needs of only the Property. The City shall have the right to request that the Interceptor lines, connecting the Project to the City's existing wastewater system, be oversized to allow the City to serve its customers outside of the Project, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the Project. In such case, the City shall be solely responsible for the costs of all oversizing, including any soft costs, such as engineering or surveying, directly related to the oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the Project's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of wastewater improvements.

ARTICLE III CONCEPT PLAN

Section 3.01 Phased Development. Developer intends to develop the Property in phases. Portions of the Land not under active development may remain in use as income-producing agricultural lands or as open space land.

Section 3.02 Concept Plan. Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval. The Developer shall provide to the City a copy of the engineering study that determines the location of the 100-year floodplain for the Property as of the date of the study. Study shall be submitted to all regulatory agencies for review as required by the Developer.

Section 3.03 Development Review and Approval: Moratorium.

(a) City Review of Development. It is the parties' mutual intention that the City will have the sole responsibility for review and approval of all construction plans, development plans, and subdivision plats within the Property.

(b) Moratorium. The parties acknowledge that the construction and funding of the utility and other improvements contemplated herein represent a significant investment by the Developer in the City's infrastructure. In exchange for this investment, the City agrees that any moratorium the City may impose on development or construction, whether it be imposed through the non-issuance of building permits or otherwise, shall not apply to the Property.

Section 3.04 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

Section 3.05 Amendments. Due to the fact that the Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Land will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Land (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development.

ARTICLE IV DEVELOPMENT MATTERS

Section 4.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, telecommunications and all other utilities and services, or to provide "bundled" utilities within the Land.

Section 4.02 Fire Protection Services. The City and the Developer understand and acknowledge that an emergency services district ("ESD") exists which includes all of the Land. The Developer agrees to cooperate with the ESD to provide fire protection services to the Land.

Section 4.03 Permitted Variances to City Development Standards. In order to facilitate the development of the Property, the City agrees to provide variances to certain

development standards set forth by City ordinance. No other action will be required on the part of the Developer to obtain such variances or initiate subdivision plat approvals that vary from the City's development requirements, to the extent any variance is in conformity with this Agreement or **Exhibit D**, attached hereto and made a part hereof.

Section 4.04 Streets, Drainage and Rights-of-Way. The Parties agree that streets will be required for the Project. The Developer will design, permit and construct the streets, sidewalks and drainage facilities located within the Project that are necessary to serve the Project. The City will accept the dedication of public rights-of-way and the street and drainage improvements located therein for operation and maintenance, after construction and acceptance of same. Drainage facilities located outside of the right-of-way shall be maintained and operated by the Developer.

Section 4.05 Underground Utility Service. The Parties agree that all utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

Section 4.06 Water Utility Provider. The Property is located within the water certificate of convenience and necessity ("CCN") held by Aqua Water Supply Corporation ("Aqua"). Retail water service to the Property shall be provided by Aqua. Notwithstanding the above, retail water service may be provided by the City if the portion of the Aqua CCN covering the Property is transferred to the City or state law permits the City the right to assume such jurisdiction.

Section 4.07 Wastewater Service. The City shall be the retail wastewater service provider to the Development. As retail service provider, the City shall own, operate, maintain, and repair all components of the Project's wastewater collection lines, Interceptor lines and its existing wastewater system. The rates charged by the City within the Project shall be the same as the rates charged by the City to its in-city customers.

Section 4.08 Water Quality. The Parties agree that Project will not be required to provide stormwater quality facilities.

Section 4.09 Sidewalk In-Lieu Fees. The Parties agree that Project shall not be required to construct sidewalks along frontage County Line Road. The sidewalk requirements along County Line Road shall be met in full by Developer, at the Developer's expense, by providing and constructing sidewalks along both sides of the collectors and arterials 4-lane major arterial within the interior of the Project.

Section 4.10 Neighborhood Postal Delivery and Collection Box. The Parties agree that Postal delivery standards are required in accordance with Section 36-60 of the City Subdivision Ordinance.

Section 4.11 Perimeter Improvements. The Parties agree that Developer will dedicate to Travis County a 15-foot wide strip of land along the Project's frontage of County Line Road.

Section 4.13 Major Arterial (MAD-4). Parties agree that Developer will fully fund and construct 4-lane major arterial (90' ROW) through the Project, as shown on the Concept Plan. As consideration for the constructing the 4-lane major arterial through the Project, Developer shall not be required to participate in any improvements to County Line Road or required to pay any impact fees for any County Line improvements or other offsite roadway projects by the City or County unless stipulated by the outcome of Section 4.14.

Section 4.14 Traffic Impact Analysis. The Parties agree that as consideration for constructing the 4-lane arterial through the Project, the City shall not require Developer to perform a Traffic Impact Analysis for the Project, The **City** agrees to reasonably negotiate with Travis County and the Developer to reduce or eliminate the need for a TIA for connection along County Line Road.

ARTICLE V PARK AND RECREATIONAL AMENITIES

Section 5.01 Parkland. The Developer agrees that all parks open space and associated improvements shown on the Concept Plan, excluding facilities utilized for drainage or detention, shall be accessible to the public. The Developer agrees to dedicate approximately 3.1 acres to the City for use as a public park. The Developer further agrees to begin development of the park once the 350th lot has been submitted for approval and complete construction of the park prior to the issuance of the 450th certificate of occupancy within the subdivision. The Developer agrees to construct the park and include everything shown on the Park Plan as depicted in **Exhibit E**.

Ownership and maintenance of the parks, open space, associated improvements, drainage and detention facilities shall be the responsibility of a private Homeowner's Association ("HOA"). The HOA will have the right to impose restrictions and enforce proper use of the public open space, including the right to add security measures (fences, cameras, or related), if necessary to prevent the misuse, abuse, vandalism, or any other nuisance activities on the open space lands. An access and conservation easement will be entered into with the City or shown on the final plat to retain use of the land as parkland accessible to the public.

ARTICLE VI AUTHORITY AND VESTING OF RIGHTS

Section 6.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 402,104, Texas Local Government Code and Section 212.172 of the *Texas Local Government Code*, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Agreement to guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Land. A memorandum of this Agreement may be filed by the Developer in the real property records of Travis County covering (i) Tract 1, on the signing of this Agreement, and (ii) Tract 2, upon the acquisition of such tract by the Developer.

Section 6.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE VII TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term. The term of this Agreement will commence on the Effective Date and continue for ten (10) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of ten (10) years, this Agreement shall automatically renew for a term of ten (10) additional years, then again for a term of ten (10) additional years, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

Section 7.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer and may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the owners of the portion of the Land affected by the amendment or termination.

Section 7.03 Assignment.

(a) This Agreement, and the rights of Developer hereunder, may be assigned by Developer, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to all or a portion of the Property, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land,

Section 7.04 Remedies.

(a) If the City defaults under this Agreement, Developer may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may

give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default.

(b) If Developer defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer. If Developer fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default.

(c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

Section 7.05 Cooperation.

(a) The City and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire from Travis County in order to avoid the duplication of facilities or services in connection with the development of the Property.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VIII LIMITED PURPOSE ANNEXATION

Section 8.01. Developer agrees to enter into a Strategic Partnership Agreement with the City pursuant to Section 43.0751 of the Texas Local Government Code, which will allow the City to annex for limited purposes any property within the Project.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by

one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY: City of Elgin
PO Box 591
Elgin, Texas 78621
Attn: City Manager

With Required Copy to:

DEVELOPER: Hariharan Kuppuraj
77 Chaponis Way
South Windsor, Connecticut 06074

With Required Copy to: D. Scott Heselmeyer, PC
204 Fannin Ave
Round Rock, Texas 78664

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 9.02 Severability: Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 9.04 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 9.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa, The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto, If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 9.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 9.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

Section 9.08 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term “force majeure” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Section 9.09 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A - Depiction of the Property
- Exhibit B - Revised Concept Plan
- Exhibit C - Location of Project Wastewater Connection
- Exhibit D - Permitted Development Standards
- Exhibit E - Public Park Plan

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

(signatures on the following page)

CITY OF ELGIN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on _____, 2024, by
_____, _____ of the City of Elgin, Texas, a home-rule city
on behalf of said City.

Notary Public Signature

(Seal)

HARIHARAN KUPPURAJ

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF BASTROP §
 §

This instrument was acknowledged before me on _____, 2024, by
_____ on behalf of Hariharan Kuppuraj.

Notary Public Signature

(Seal)

EXHIBIT "A"
DEPICTION OF THE PROPERTY


DOUCET

Graham Tract
Travis County, Texas

"Exhibit "A"

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

D&A Job No. 2403-002

October 31, 2022

METES & BOUNDS DESCRIPTION

BEING A 174.01 ACRE TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, TRAVIS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF TRACT 1 AND ALL OF TRACT 2, DESCRIBED TO TYLER DAVID GRAHAM AND CASEY ELLEN GRAHAM, AS RECORDED IN DOCUMENT NUMBER 2009037340 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], SAID TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap found on the southeast line of said Tract 1, same being the south corner of a called 50.000 acre tract, conveyed to Jose J. Espinoza, recorded in Document Number 2021134415 [O.P.R.T.C.T.], and on the northwest right-of-way line of County Line Road, no record information found, same being the southeast corner of a called 146.020 acre remainder tract, recorded in Document Number 2009037340 [O.P.R.T.C.T.], and for the east corner of the tract described herein, from which a 1/2-inch iron rod found for the east corner of said Tract 1, same being on the southeast line of said 50.000 acre tract, bears N27°10'15", a distance of 143.40 feet;

THENCE with the southeast line of said Tract 1 and Tract 2 and the northwest right-of-way of said County Line Road, the following two (2) courses and distances:

- 1) S27°10'15"W, a distance of 1,555.40 feet to a 1/2-inch iron rod found,
- 2) S27°09'40"W, a distance of 799.35 feet to bent 5/8-inch rod found for the south corner of said Tract 2 and the tract described herein, and in the northwest right-of-way line of said County Line Road, same being the most northerly east corner of a called 24.953 acre tract, conveyed to Monte E. McDaniel and Barbara P. McDaniel, recorded in Document Number 2011027873 [O.P.R.T.C.T.];

THENCE N62°52'19"W, with the common line of said Tract 2 and said 27.953 acre tract, a distance of 2,193.70 feet to a calculated point on the west corner of said Tract 2 and on the most southerly northeast line of said 24.953 acre tract, same being the south corner of a called 5.00 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 11722, Page 1401 [O.P.R.T.C.T.];

THENCE N27°12'40"E, with the common line of said Tract 2 and said 5.00 acre tract, a distance of 802.35 feet to a calculated point for the northwest corner of said Tract 2, same being on the southwest line of said Tract 1, and the northeast corner of said 5.00 acre tract;

THENCE N62°39'25"W, with the common line of said Tract 1 and said 5.00 acre tract, passing at 273.81 feet, a disturbed 1/2-inch iron rod found for the northwest corner of said 5.00 acre tract and the northeast corner of a called 5.000 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 10911, Page 1587 [O.P.R.T.C.T.], and passing at 547.10 feet, a 1/2-inch iron rod found for the northwest corner of said 5.000 acre tract, and on the most northerly northeast line of said 24.953 acre tract, and continuing for a total distance of 1,657.46 feet to a calculated point for the west corner of said Tract 2, and on the most northerly northeast line of said 24.953 acre tract, same being the south corner of Lot 130, Block G, of the Elm Creek Section 5B Subdivision, by map or plat recorded in Document Number 200800049 [O.P.R.T.C.T.];

(CONTINUED ON NEXT PAGE)

DS
TG DS
CGR

**DOUCET**

"Exhibit "A"

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

THENCE N31°48'41"E with the common line of said Tract 1 and said Lot 130, a distance of 1,523.48 feet to a 1/2-inch iron rod found on the northwest line of said Lot 1, same being on the southeast line of said Lot 130, and being the west corner of said 50.000 acre tract, and also being the southwest corner of said 146.020 acre remainder tract;

THENCE S31°48'41"E with the common line of said Tract 1 and said 146.020 acre remainder, a distance of 3,727.32 feet to the POINT OF BEGINNING of the tract described herein and containing approximately 174.1 acres;

I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

J. Dillon Fugate
Registered Professional Land Surveyor
Texas Registration No. 6360
Doucet & Associates
DFugate@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

10/31/2022

Date

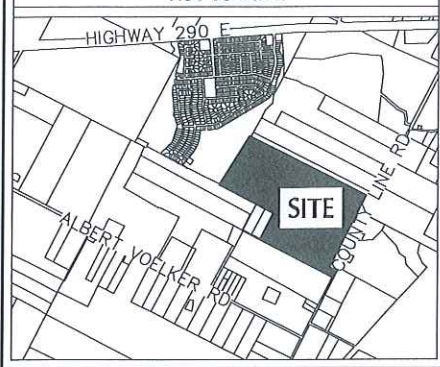


DS
TG

DS
CGR

VICINITY MAP

NOT TO SCALE

**CONTROL NOTE:**

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING THE SURFACE ADJUSTMENT FACTOR OF 1.00008 USING CP1 AS POINT OF ORIGIN.

BASE POINT INFORMATION (GRID)

1
N=10098139.1147
E=3214883.7572
ELEV.=525.1367
CP=IRSAC 1/2 DOUCET

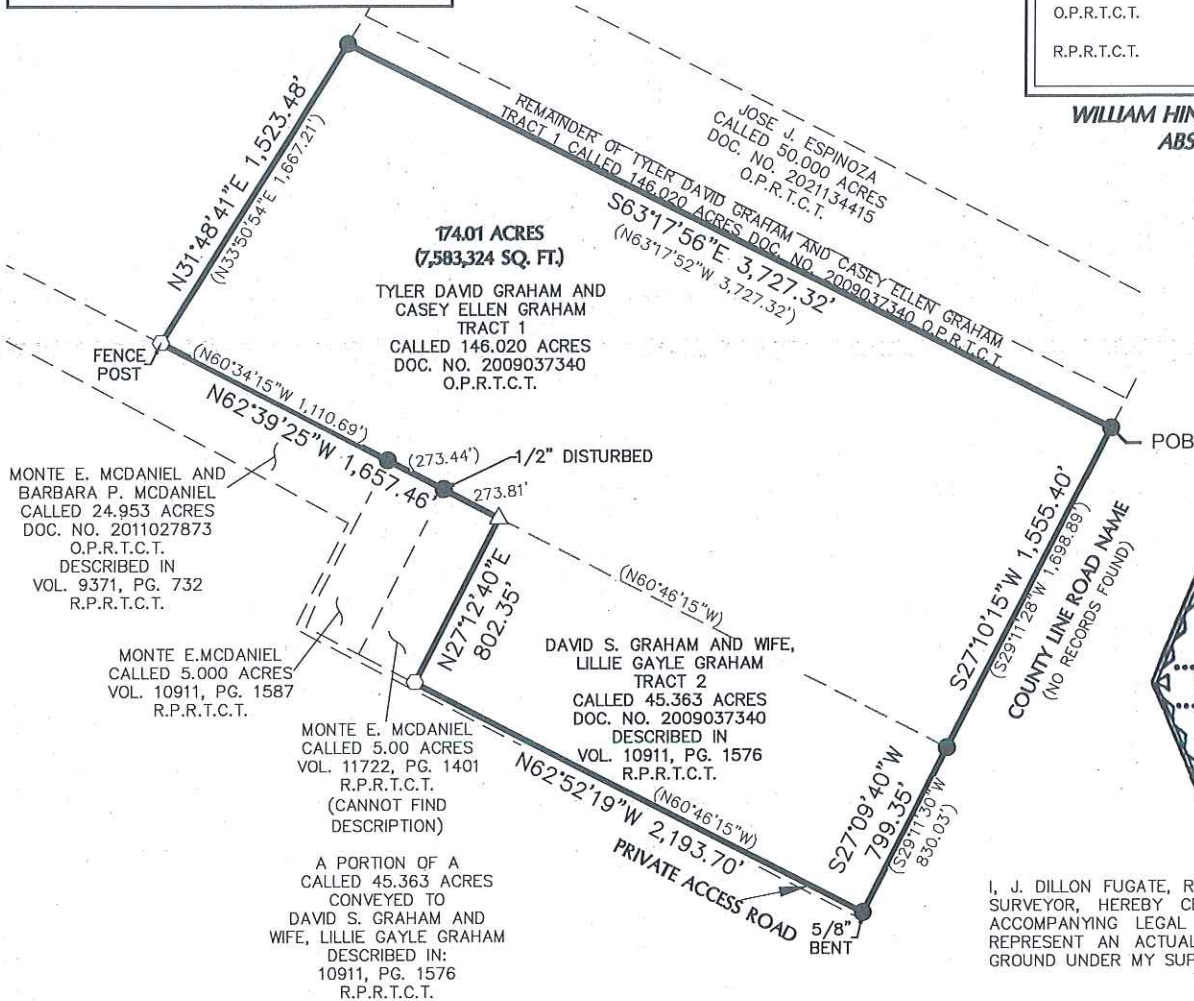
UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

VICINITY MAP

NOT TO SCALE

—	SUBJECT PROPERTY LINE
- - -	ADJOINER PROPERTY LINE
●	1/2" IRON ROD FOUND [UNLESS NOTED]
○	1/2" IRON ROD WITH "DOUCET" CAP SET
⬡	FENCE POST FOUND [AS NOTED]
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

**WILLIAM HINES SURVEY, SECTION 53
ABSTRACT NO. 345**


I, J. DILLON FUGATE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.



GRAPHIC SCALE: 1"=800'

DS
TG

DS
CGR

J. Dillon Fugate 10/31/2022 DATE

J. DILLON FUGATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES
DFUGATE@DOUCETENGINEERS.COM

174.01 ACRE
(7,583,324 SQUARE FEET)
EXHIBIT

TRAVIS COUNTY, TEXAS



DOUCET

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date:	10/11/2022
Scale:	1"=800'
Drawn by:	JRT
Reviewer:	DF
Project:	2403-002
Sheet:	3 OF 3
Field Book:	551
Party Chief:	LG
Survey Date:	08/10/2022

EXHIBIT "B"
REVISED CONCEPT PLAN

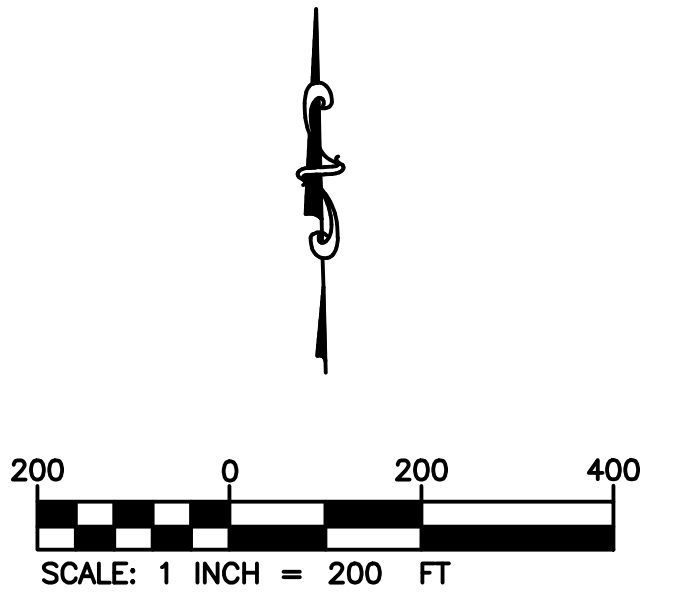
Z:\Shared\Paradise\Paradise Engineers\Project\20240719 - Southside Meadows Subdivision\CAD\Exhibit\2024.08.09 - Southside Meadows Subdivision Concept Plan.dwg, SITE - August 28, 2024, 3:15 PM, dchh, dchh



DEVELOPER:
HARI KUPPURAJ
TRIVIK BUILDERS
Phone: 860.682.0175
Email: Hari@trivikbuilders.com
Address: 77 Chaponis Way
South Windsor, CT 06074

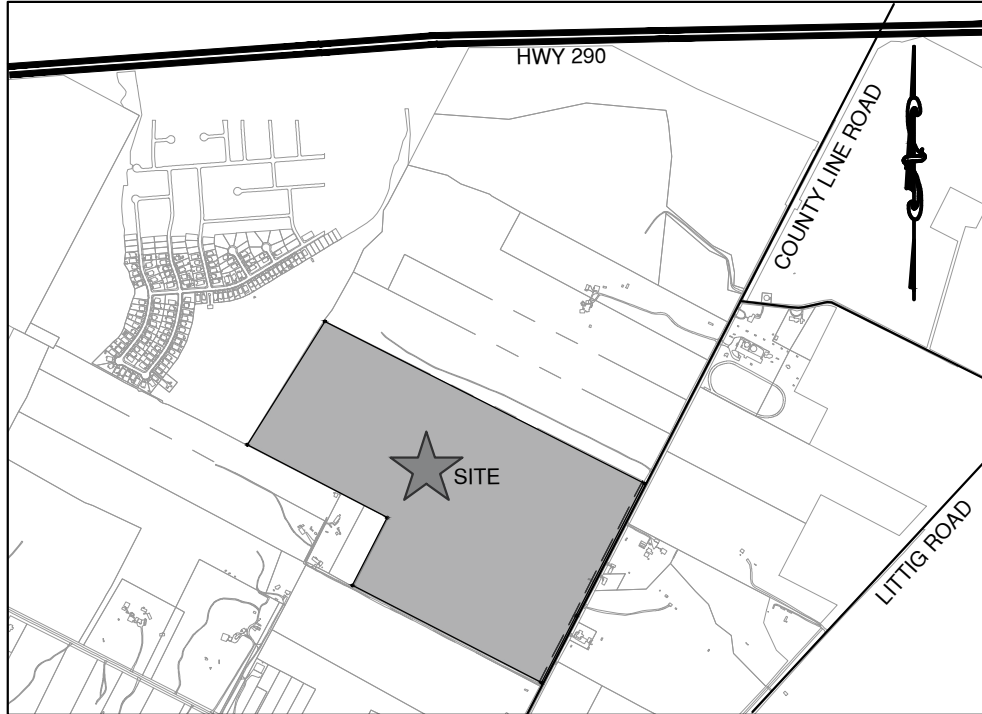
ENGINEER:
PARADISE ENGINEERS LLC
SAM DEHAYBI, P.E.
Phone: 520.461.7085
Email: sdehaybi@paradise-engineers.com
Address: 5900 Balcones Drive, Suite 100
Austin, TX 78731

SURVEYOR:
DOUCET & ASSOCIATES, INC.
Phone: 512.583.2600
Address: 7401 Highway 71 West, Ste 160
Austin, TX 78735



DRAWING LEGEND	
SYMBOL/ABBREVIATION	
EXISTING	DESCRIPTION
	PROPERTY LINE
	ADJOINER PROPERTY LINE
	ROAD CENTERLINE
	PROPERTY LOT LINE
	PROPERTY SETBACK LINE
	40' FRONTAGE LOTS
	45' FRONTAGE LOTS
	50' FRONTAGE LOTS
	OPEN SPACE/PARK AREA

SITE DATA TABLE	
PROJECT NAME:	SOUTHSIDE MEADOWS SUBDIVISION
PROPERTY ADDRESS:	TBD COUNTY LINE, ELGIN TX
PROPERTY ZONING:	N/A
CURRENT USE:	VACANT
PROPOSED USE:	SINGLE FAMILY
AREA OF TRACT:	174.01 ACRES
NUMBER OF BLOCKS	24 BLOCKS
LINEAR FOOTAGE OF STREETS	28,592 LF
LOT SUMMARY	40' LOTS (4,800 SF MIN.) 457 LOTS 45' LOTS (5,400 SF MIN.) 123 LOTS 50' LOTS (6,000 SF MIN.) 183 LOTS TOTAL 763 LOTS
LAND SUMMARY	LOTS ACREAGE 103.80 AC ROW ACREAGE 36.08 AC PUBLIC PARK 3.11 AC AMENITY CENTER 1.41 AC MAIL 0.2 AC OPEN SPACE/PARKS/DETENTION 29.41 AC TOTAL 174.01 AC



VICINITY MAP
SCALE: 1" = 2,000'

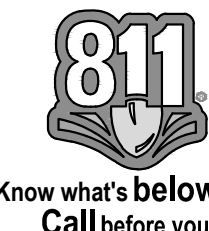
THIS CONCEPT PLAN WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THE ____ DAY OF ____, 20__.

APPROVED: _____ [DATE] _____

PLANNING & ZONING COMMISSION CHAIRMAN _____ [DATE] _____

APPROVED: _____ [DATE] _____

PLANNING & ZONING COMMISSION SECRETARY _____ [DATE] _____



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

PARADISE ENGINEERS

REVISIONS		DATE	DESCRIPTION
REVISION	0	1ST SUBMITTAL TO CITY OF ELGIN	AUG 14, 24
	1	2ND SUBMITTAL TO CITY OF ELGIN	AUG 28, 24

REVISED CONCEPT PLAN

SOUTHSIDE MEADOWS SUBDIVISION
TBD COUNTY LINE ROAD
ELGIN, TRAVIS COUNTY, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725 ON AUGUST 28, 2024. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGN	DRAWN	CHKD
SS	SS	MSD
JOB No. 2024079		
SHEET 1 OF 1		

EXHIBIT "C"

LOCATION OF PROJECT WASTEWATER CONNECTION

Graham Project



EXHIBIT "D"

PERMITTED DEVELOPMENT STANDARDS

- A. **Applicability.** All aspects regarding the development of this Property shall comply with applicable City of Elgin Code of Ordinances in effect on the effective date of this Agreement, except as established in this exhibit, titled **Exhibit "D"**. All development within the Property will comply with the modified development standards of this **Exhibit "D"**. In the case that this exhibit does not address a specific City requirement, the applicable Elgin Code of Ordinances shall apply. In the event of a conflict between this exhibit and the applicable Elgin Code of Ordinances, this exhibit shall control.

B. **Single Family Residential Lot Design Standards**

The potential product shall be developed in compliance with Table B.1

Table B.1 Residential Development Standards			
	FRONT LOAD A	FRONT LOAD B	FRONT LOAD C
Lot Width Minimum	40 ft.	45 ii.	50 ft.
Setbacks			
Front (min.)	15 ft.	20 ft.	25 ft.
Rear (min.)	10 ft.	10 ft.	10 ft.
Garage Setback (min.)	20 ft.	20 ft.	25 ft.
Side (min.)	5 ft.	5 ft.	5 ft.
Corner (min.)	15 ft.	15 ft.	15 ft.
Minimum Lot Area	4,800 sq. ft.	5,400 sq. ft.	6,000 sq. ft.
Impervious Coverage	70%	70%	70%
Height Regulation	35 ft.	35 ft.	35 ft.

In addition to the design standards outlined in Table B. 1, the following standards shall also apply:

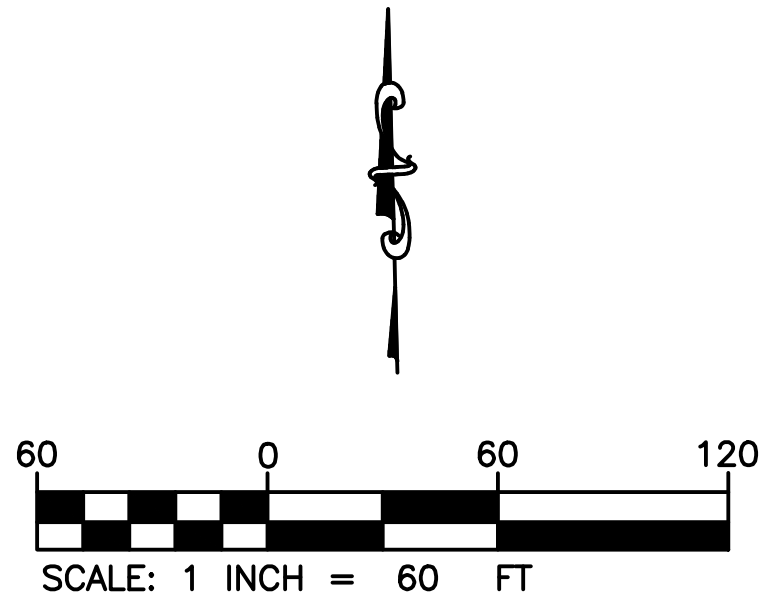
1. Residential lot widths shall be measured from the front setback building line as established above.
2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof.

C. **Roadway Standards**

1. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.
2. Sidewalks and landscaping along roadways in which there is not residential lot access shall be installed during construction of associated roadway.

EXHIBIT "E"
PUBLIC PARK PLAN

Z:\Shared\Paradise\Paradise Engineers\Project\2024079 - Southside Meadows Subdivision\CAD\Exhibits\2024.08.23 - Southside Meadows Subdivision Park Plan.dwg SITE AUGUST 28, 2024 3:23 PM adha_c03a66



DRAWING LEGEND

SYMBOL/ABBREVIATION

EXISTING	DESCRIPTION
	PROPERTY LINE
	ADJOINER PROPERTY LINE
	ROAD CENTERLINE
	PROPERTY LOT LINE
	EASEMENT LINE

PLAN KEY NOTES

- 1 PARKING LOT WITH A TOTAL OF 10 SPACES INCLUDING ADA.
- 2 CHILDREN PLAY AREA COVERED WITH BONDED RUBBER MULCH
- 3 TWO PICKLE BALL COURTS
- 4 BASKETBALL COURT WITH LIGHTS
- 5 8' WIDE CONCRETE TRAIL
- 6 TWO PUBLIC RESTROOM FACILITIES
- 7 SAIL SHADE OVER CHILDREN PLAY AREA
- 8 PAVILION WITH PICNIC TABLES
- 9 PROPOSED BENCH (QUANTITY: 5)
- 10 TRASH RECEPTACLE (QUANTITY: 2)
- 11 PET WASTE STATION (QUANTITY: 3)
- 12 BIKE RACK
- 13 DETENTION AREA
- 14 3.1 ACRE PARK AREA TO BE DEDICATED TO THE CITY

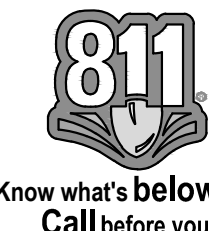


REVISIONS		DATE
REVISION	DESCRIPTION	
0	1ST SUBMITTAL TO CITY OF ELGIN	AUG 14, 24
1	2ND SUBMITTAL TO CITY OF ELGIN	AUG 28, 24

PUBLIC PARK PLAN

SOUTHSIDE MEADOWS SUBDIVISION
TBD COUNTY LINE ROAD
ELGIN, TRAVIS COUNTY, TX

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF MAHMOUD SAM DEHAYBI, P.E. #135725
ON AUGUST 28, 2024.
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

DESIGN	DRAWN	CHKD
SS	SS	MSD
JOB No. 2024079		
SHEET		
1	OF	1



Development Services Department

STAFF REPORT

Southside Meadows

Amended Development & Consent Agreement

Date: August 29, 2024
Applicant: Hariharan Kuppuraj
Representative: Same
Workshop Date: Planning and Zoning Commission – August 26, 2024
Council Meeting: September 3, 2024
Location: TCAD Parcel 237086 and 237087, located on County Line Road, south of US 290

APPLICATION SUMMARY

Consideration of a resolution amending the existing Development and Consent Agreement between the City of Elgin and Primavesta Land Company LLC.

DEPARTMENT COMMENTS

The Elgin City Council approved the existing Development and Consent Agreement with Primavesta Land Company on May 2, 2023 (See Resolution #2023-05-02-25). Since that time, Primavesta has assigned the agreement and rights to a subsequent developer per Section 7.03 of that document. This subsequent developer is Hariharan Kuppuraj who is the same developer of the Northside Meadows project. Mr. Kuppuraj is proposing some changes to the Development & Consent Agreement which constitute the need for an amendment per Section 3.05 of the agreement. The proposed changes include updating the developer information, increasing the number of single-family residential units from 526 to 763, increasing the total living unit equivalents (LUEs) from 530 to 770, develop approximately 3.1 acers of parkland and donate it to the City for public use and revise the Concept Plan to show these changes. The Planning and Zoning Commission reviewed and discussed the proposed amendments to the plan at the August 26, 2024, regular meeting and was in general agreement with the changes.

ATTACHMENTS

1. Proposed Resolution Amending Development & Consent Agreement
2. Staff Report
3. Resolution 2023-05-02-25
4. Proposed Development & Consent Agreement

RESOLUTION NO. 2023-05-02-25

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE MAYOR TO EXECUTE A
DEVELOPMENT AND CONSENT AGREEMENT WITH
PRIMAVESTA LAND COMPANY LLC AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, city staff has reviewed and negotiated a conceptual plan with Primavesta Land Company, LLC for the development of certain real property on County Line Road within the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, the Primavesta Land Company project contemplates a master-planned, residential project that will include “larger” lots (R-1 zoning-compliant), the construction of a thoroughfare roadway, and parks and recreational facilities to serve the development; and,

WHEREAS, the city staff is now recommending a Development and Consent Agreement with Primavesta Land Company to memorialize for the record terms and conditions for development of said property.

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 is hereby authorized to execute the *Development and Consent Agreement* with Primavesta Land Company, LLC, 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 2nd day of May, 2023


THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:


JENNIFER STUBBS, City Secretary





DEVELOPMENT AND CONSENT AGREEMENT
AMONG
CITY OF ELGIN, TEXAS,
AND
PRIMAVESTA LAND COMPANY, LLC

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”) and **Primavesta Land Company, LLC** (the “Developer”).

INTRODUCTION

The Developer currently owns 174.1 acres of land labeled as Tract 1 in **Exhibit A**, attached hereto and made a part hereof.

The Developer intends to develop the land set forth on **Exhibit A** as a master-planned residential community that will also include park and recreational facilities to serve the community. Because the Property, as hereinafter defined, constitutes a significant area that will be developed in phases under a master development plan, the Developer and the City wish to enter into this Agreement, which will provide an alternative to the City’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties’ contract as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City’s ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Development Agreement between the City and Developer.

City: The City of Elgin, Texas, a home-rule city located in both Bastrop County, and Travis County, Texas, with extraterritorial jurisdiction extending into both Bastrop County and Travis County, Texas.

City Manager: The City Manager of the City.

Commission or TCEQ: The Texas Commission on Environmental Quality or its successor agency.

Concept Plan: The concept plan for the Property shown in **Exhibit B**, attached hereto and made a part hereof, and which may be amended from time to time in accordance with this Agreement.

County: Travis County, Texas.

Developer: Primavesta Land Company, LLC, or its successors and assigns under this Agreement.

Effective Date: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

Height: As defined in the City's Code of Ordinances, as currently amended.

Impervious Coverage: Means construction limiting the absorption of water by **covering** the natural land surface; this shall include, but not be limited to, all streets and/or pavements within the development or lot.

Interceptor Lines: That portion of the wastewater system contemplated herein that connects the edge of the Property to the City existing wastewater system, but which does not include any portion of the mains proposed within the Property.

Property or Project: Approximately 174.1 acres of undeveloped land described in **Exhibit A**, being wholly located in the City's extraterritorial jurisdiction, as well as any Additional Property that may be purchased by the Developer.

Setbacks: As defined in the City's Code of Ordinances, as currently amended.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Project Description. The Developer proposes to construct a multi-phase, residential project (the "Development" or "Project") over the Property that is projected to include approximately 526 single family residential units and public parkland and/or open space, as depicted on the Concept Plan as **Exhibit B** for a total of 530 living unit equivalents ("LUEs").

Section 2.02 Additional Property. To the extent the Developer, its successor or assign, or an affiliated entity of the Developer, acquires the Additional Property or any portion thereof, Developer shall provide notice to the City of such acquisition, accompanied by a legal description, and such Additional Property shall (i) be considered a part of the Property and subject to this Agreement, without the necessity of amending this Agreement, and (ii) be subject to and developed in accordance with the specifications of this Agreement. Upon such acquisition, Developer may cause to be recorded in Travis County records a memorandum of this Agreement, incorporating the description of the Additional Property affected.

Section 2.03 Wastewater Service.

(a) **City to Provide Wastewater Service.** The Parties agree that the City will provide retail wastewater service to the Project and agrees to accept, treat and dispose of effluent from the Project's approximate 530 LUEs. In providing this service, the City specifically agrees to allow the Property to utilize the City's existing wastewater collection system and nearest wastewater lift station for wastewater service for the Project. The Parties agree that the Developer is responsible for the cost of improvements necessary to connect to the City's existing wastewater system at the location shown on **Exhibit C.** The Developer shall be responsible for required existing infrastructure improvements to convey flows from the Project, if any. The City, if requested by the Developer, shall use its powers of eminent domain to assist the Developer in acquiring easement rights necessary to connect to the existing wastewater system.

(b) **Ownership of Facilities.** Upon completion, the Interceptor Lines shall be owned by the City.

(c) **City Pass Through Use of Wastewater Mains.** The wastewater mains within the Project will be designed for the maximum capacity needs of only the Property. The City shall have the right to request that the Interceptor lines, connecting the Project to the City's existing wastewater system, be oversized to allow the City to serve its customers outside of the Project, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the Project. In such case, the City shall be solely responsible for the costs of all oversizing, including any soft costs, such as engineering or surveying, directly related to the oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the Project's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of wastewater improvements.

ARTICLE III CONCEPT PLAN

Section 3.01 Phased Development. Developer intends to develop the Property in phases. Portions of the Land not under active development may remain in use as income-producing agricultural lands or as open space land.

Section 3.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval. The Developer shall provide to the City a copy of the engineering study that determines the location of the 100-year floodplain for the Property as of the date of the study. Study shall be submitted to all regulatory agencies for review as required by the Developer.

Section 3.03 Development Review and Approval; Moratorium.

(a) **City Review of Development.** It is the parties' mutual intention that the City will have the sole responsibility for review and approval of all construction plans, development plans, and subdivision plats within the Property.

(b) **Moratorium.** The parties acknowledge that the construction and funding of the utility and other improvements contemplated herein represent a significant investment by the Developer in the City's infrastructure. In exchange for this investment, the City agrees that any moratorium the City may impose on development or construction, whether it be imposed through the non-issuance of building permits or otherwise, shall not apply to the Property.

Section 3.04 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

Section 3.05 Amendments. Due to the fact that the Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Land will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Land (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development.

**ARTICLE IV
DEVELOPMENT MATTERS**

Section 4.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, telecommunications and all other utilities and services, or to provide "bundled" utilities within the Land.

Section 4.02 Fire Protection Services. The City and the Developer understand and acknowledge that an emergency services district ("ESD") exists which includes all of the Land. The Developer agrees to cooperate with the ESD to provide fire protection services to the Land.

Section 4.03 Permitted Variances to City Development Standards. In order to facilitate the development of the Property, the City agrees to provide variances to certain

development standards set forth by City ordinance. No other action will be required on the part of the Developer to obtain such variances or initiate subdivision plat approvals that vary from the City's development requirements, to the extent any variance is in conformity with this Agreement or **Exhibit D**, attached hereto and made a part hereof.

Section 4.04 Streets, Drainage and Rights-of-Way. The Parties agree that streets will be required for the Project. The Developer will design, permit and construct the streets, sidewalks and drainage facilities located within the Project that are necessary to serve the Project. The City will accept the dedication of public rights-of-way and the street and drainage improvements located therein for operation and maintenance, after construction and acceptance of same. Drainage facilities located outside of the right-of-way shall be maintained and operated by the Developer.

Section 4.05 Underground Utility Service. The Parties agree that all utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

Section 4.06 Water Utility Provider. The Property is located within the water certificate of convenience and necessity ("CCN") held by Aqua Water Supply Corporation ("Aqua"). Retail water service to the Property shall be provided by Aqua. Notwithstanding the above, retail water service may be provided by the City if the portion of the Aqua CCN covering the Property is transferred to the City or state law permits the City the right to assume such jurisdiction.

Section 4.07 Wastewater Service. The City shall be the retail wastewater service provider to the Development. As retail service provider, the City shall own, operate, maintain, and repair all components of the Project's wastewater collection lines, Interceptor lines and its existing wastewater system. The rates charged by the City within the Project shall be the same as the rates charged by the City to its in-city customers.

Section 4.08 Water Quality. The Parties agree that Project will not be required to provide stormwater quality facilities.

Section 4.09 Sidewalk In-Lieu Fees. The Parties agree that Project shall not be required to construct sidewalks along frontage County Line Road. The sidewalk requirements along County Line Road shall be met in full by Developer, at the Developer's expense, by providing and constructing sidewalks along both sides of the collectors and arterials 4-lane major arterial within the interior of the Project.

Section 4.10 Neighborhood Postal Delivery and Collection Box. The Parties agree that Postal delivery standards are required in accordance with Section 36-60 of the City Subdivision Ordinance.

Section 4.11 Perimeter Improvements. The Parties agree that Developer will dedicate to the City of Elgin a 15-foot wide strip of land along the Project's frontage of County Line Road.

Section 4.13 Major Arterial (MAD-4). Parties agree that Developer will fully fund and construct 4-lane major arterial (90' ROW) through the Project, as shown on the Concept Plan. As consideration for the constructing the 4-lane major arterial through the Project, Developer shall not be required to participate in any improvements to County Line Road or required to pay any impact fees for any County Line improvements or other offsite roadway projects by the City or County unless stipulated by the outcome of Section 4.14.

Section 4.14 Traffic Impact Analysis. The Parties agree that as consideration for constructing the 4-lane arterial through the Project, the City shall not require Developer to perform a Traffic Impact Analysis for the Project. The City agrees to reasonably negotiate with County and the Developer to reduce or eliminate the need for a TIA for connection along County Line Road.

ARTICLE V PARK AND RECREATIONAL AMENITIES

Section 5.01 Parkland. The Developer agrees that all parks open space and associated improvements shown on the Concept Plan, excluding facilities utilized for drainage or detention, shall be accessible to the public. The City agrees that Developer will receive a 100% credit for such dedication against the City's parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required.

Ownership and maintenance of the parks, open space, associated improvements, drainage and detention facilities shall be the responsibility of a private Homeowner's Association ("HOA"). The HOA will have the right to impose restrictions and enforce proper use of the public open space, including the right to add security measures (fences, cameras, or related), if necessary to prevent the misuse, abuse, vandalism, or any other nuisance activities on the open space lands. An access and conservation easement will be entered into with the City or shown on the final plat to retain use of the land as parkland accessible to the public.

ARTICLE VI AUTHORITY AND VESTING OF RIGHTS

Section 6.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 402.104, Texas Local Government Code and Section 212.172 of the *Texas Local Government Code*, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Agreement to guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Land. A memorandum of this Agreement may be filed by the Developer in the real property records of Travis County covering (i) Tract 1, on the signing of this Agreement, and (ii) Tract 2, upon the acquisition of such tract by the Developer.

Section 6.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE VII TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term. The term of this Agreement will commence on the Effective Date and continue for ten (10) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of ten (10) years, this Agreement shall automatically renew for a term of ten (10) additional years, then again for a term of ten (10) additional years, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

Section 7.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer and may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the owners of the portion of the Land affected by the amendment or termination.

Section 7.03 Assignment.

(a) This Agreement, and the rights of Developer hereunder, may be assigned by Developer, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to all or a portion of the Property, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 7.04 Remedies.

(a) If the City defaults under this Agreement, Developer may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may

give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default.

(b) If Developer defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer. If Developer fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default.

(c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

Section 7.05 Cooperation.

(a) The City and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire from Travis County in order to avoid the duplication of facilities or services in connection with the development of the Property.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VIII LIMITED PURPOSE ANNEXATION

Section 8.01. Developer agrees to enter into a Strategic Partnership Agreement with the City pursuant to Section 43.0751 of the Texas Local Government Code, which will allow the City to annex for limited purposes any property within the Project.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by

one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY: City of Elgin
PO Box 591
Elgin, Texas 78621
Attn: City Manager

With Required Copy to:

DEVELOPER: Primavesta Land Company, LLC
Garrett Rajkovich
6475 Camden Ave #202
San Jose, California 95120

With Required Copy to: Sprouse Shrader Smith PLLC
Attn: Courtney McWhorter
805 Las Cimas Pkwy, Ste. 350 Austin, Texas 78746

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 9.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 9.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 9.04 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 9.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 9.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 9.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

Section 9.08 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Section 9.09 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- Exhibit A - Depiction of the Property
- Exhibit B - Concept Plan including Boundary Roads and Arterials
- Exhibit C - Location of Project Wastewater Connection
- Exhibit D - Permitted Development Standards
- Exhibit E - Land Use Map

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

(signatures on the following page)

CITY OF ELGIN, TEXAS

By: Theresa Y. McShan
Name: Theresa Y. McShan
Title: Mayor
Date: May 2, 2023

THE STATE OF TEXAS

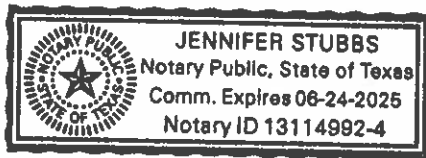
§
§
§

COUNTY OF BASTROP

This instrument was acknowledged before me on May 2nd, 2023, by
Theresa McShan, Mayor of the City of Elgin, Texas, a home-rule city
on behalf of said City.

Jennifer Stubbs
Notary Public Signature

(Seal)



PRIMAVESTA LAND COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS

§

§

COUNTY OF _____

§



This instrument was acknowledged before me on _____, 2023, by
_____ on behalf of Primavesta Land Company, LLC.

Notary Public Signature

(Seal)

PRIMAVESTA LAND COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS

COUNTY OF _____

§
§
§

This instrument was acknowledged before me on _____, 2023, by
_____ on behalf of Primavesta Land Company, LLC.

Notary Public Signature

K. C. Shab

(Seal)

SEE
ACKNOWLEDGMENT
JUL 11 2023

See California Attachment
06/05/2023
NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE, § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SANTA CLARA }

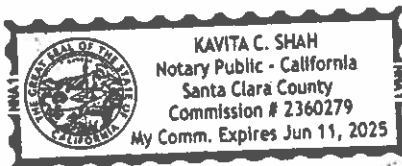
On 06/05/2023 before me, KAVITA C. SHAH, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared GARRETT RAIKOVICH
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature K. C. Shah
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____



EXHIBIT "A"
DEPICTION OF THE PROPERTY



DOUCET

Graham Tract
Travis County, Texas

"Exhibit "A"

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

D&A Job No. 2403-002

October 31, 2022

METES & BOUNDS DESCRIPTION

BEING A 174.01 ACRE TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, TRAVIS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF TRACT 1 AND ALL OF TRACT 2, DESCRIBED TO TYLER DAVID GRAHAM AND CASEY ELLEN GRAHAM, AS RECORDED IN DOCUMENT NUMBER 2009037340 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], SAID TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap found on the southeast line of said Tract 1, same being the south corner of a called 50.000 acre tract, conveyed to Jose J. Espinoza, recorded in Document Number 2021134415 [O.P.R.T.C.T.], and on the northwest right-of-way line of County Line Road, no record information found, same being the southeast corner of a called 146.020 acre remainder tract, recorded in Document Number 2009037340 [O.P.R.T.C.T.], and for the east corner of the tract described herein, from which a 1/2-inch iron rod found for the east corner of said Tract 1, same being on the southeast line of said 50.000 acre tract, bears N27°10'15", a distance of 143.40 feet;

THENCE with the southeast line of said Tract 1 and Tract 2 and the northwest right-of-way of said County Line Road, the following two (2) courses and distances:

- 1) S27°10'15"W, a distance of 1,555.40 feet to a 1/2-inch iron rod found,
- 2) S27°09'40"W, a distance of 799.35 feet to bent 5/8-inch rod found for the south corner of said Tract 2 and the tract described herein, and in the northwest right-of-way line of said County Line Road, same being the most northerly east corner of a called 24.953 acre tract, conveyed to Monte E. McDaniel and Barbara P. McDaniel, recorded in Document Number 2011027873 [O.P.R.T.C.T.];

THENCE N62°52'19"W, with the common line of said Tract 2 and said 27.953 acre tract, a distance of 2,193.70 feet to a calculated point on the west corner of said Tract 2 and on the most southerly northeast line of said 24.953 acre tract, same being the south corner of a called 5.00 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 11722, Page 1401 [O.P.R.T.C.T.];

THENCE N27°12'40"E, with the common line of said Tract 2 and said 5.00 acre tract, a distance of 802.35 feet to a calculated point for the northwest corner of said Tract 2, same being on the southwest line of said Tract 1, and the northeast corner of said 5.00 acre tract;

THENCE N62°39'25"W, with the common line of said Tract 1 and said 5.00 acre tract, passing at 273.81 feet, a disturbed 1/2-inch iron rod found for the northwest corner of said 5.00 acre tract and the northeast corner of a called 5.000 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 10911, Page 1587 [O.P.R.T.C.T.], and passing at 547.10 feet, a 1/2-inch iron rod found for the northwest corner of said 5.000 acre tract, and on the most northerly northeast line of said 24.953 acre tract, and continuing for a total distance of 1,657.46 feet to a calculated point for the west corner of said Tract 2, and on the most northerly northeast line of said 24.953 acre tract, same being the south corner of Lot 130, Block G, of the Elm Creek Section 5B Subdivision, by map or plat recorded in Document Number 200800049 [O.P.R.T.C.T.];

(CONTINUED ON NEXT PAGE)



DOUCET

7401B Highway 71 West, Suite 160, Austin, TX 78735

Office: 512.583.2600

Fax: 512.583.2601

Doucetengineers.com

“Exhibit “A”

THENCE N31°48'41"E with the common line of said Tract 1 and said Lot 130, a distance of 1,523.48 feet to a 1/2-inch iron rod found on the northwest line of said Lot 1, same being on the southeast line of said Lot 130, and being the west corner of said 50.000 acre tract, and also being the southwest corner of said 146.020 acre remainder tract;

THENCE S31°48'41"E with the common line of said Tract 1 and said 146.020 acre remainder, a distance of 3,727.32 feet to the POINT OF BEGINNING of the tract described herein and containing approximately 174.1 acres;

I, J. Dillon Fugate, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

J. Dillon Fugate
Registered Professional Land Surveyor
Texas Registration No. 6360
Doucet & Associates
DFugate@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

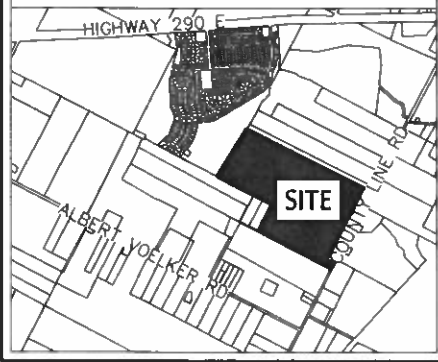
10/31/2022

Date



VICINITY MAP

NOT TO SCALE



CONTROL NOTE:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY DIVIDING THE SURFACE ADJUSTMENT FACTOR OF 1.00008 USING CP1 AS POINT OF ORIGIN.

BASE POINT INFORMATION (GRID)

1
N=10098139.1147
E=3214883.7572
ELEV.=525.1367
CP=IRSAC 1/2 DOUCET

UNITS: US SURVEY FEET.

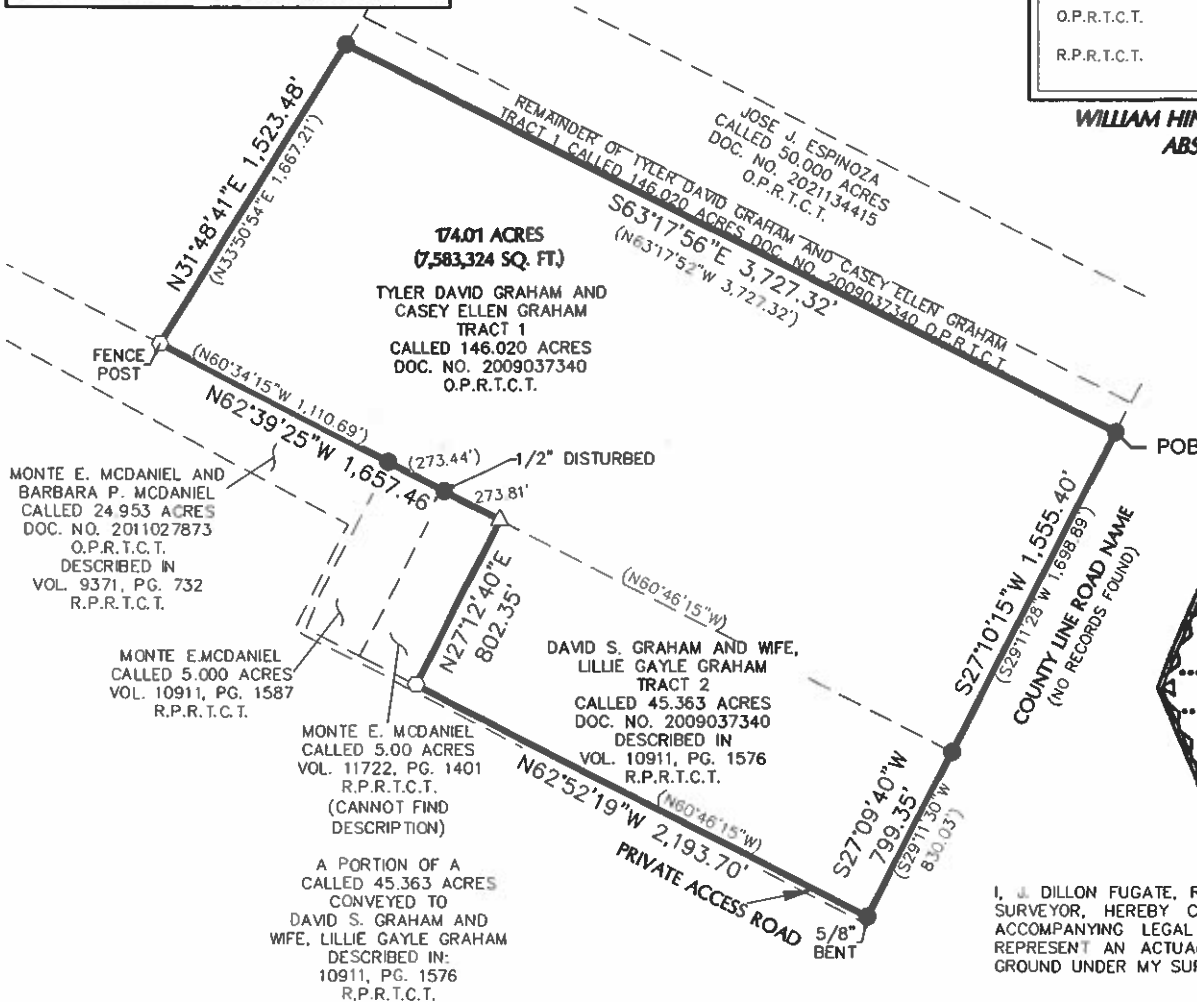
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

VICINITY MAP

NOT TO SCALE

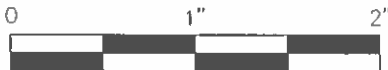
—	SUBJECT PROPERTY LINE
- - -	ADJOINER PROPERTY LINE
●	1/2" IRON ROD FOUND [UNLESS NOTED]
○	1/2" IRON ROD WITH "DOUCET" CAP SET
⬢	FENCE POST FOUND [AS NOTED]
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

WILLIAM HINES SURVEY, SECTION 53
ABSTRACT NO. 345



I, J. DILLON FUGATE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

J. Dillon Fugate 10/31/2022
DATE
J. DILLON FUGATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES
DFUGATE@DOUCETENGINEERS.COM



GRAPHIC SCALE: 1"=800'

174.01 ACRE
(7,583,324 SQUARE FEET)
EXHIBIT

TRAVIS COUNTY, TEXAS



DOUCET

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPELS Firm Number: 10105800

Date: 10/11/2022
Scale: 1"=800'
Drawn by: JRT
Reviewer: DF
Project: 2403-002
Sheet: 3 OF 3
Field Book: 551
Party Chief: LG
Survey Date: 08/10/2022

EXHIBIT “B”
CONCEPT PLAN

EXHIBIT "C"

LOCATION OF PROJECT WASTEWATER CONNECTION

Graham Project



EXHIBIT "D"

PERMITTED DEVELOPMENT STANDARDS

- A. **Applicability.** All aspects regarding the development of this Property shall comply with applicable City of Elgin Code of Ordinances in effect on the effective date of this Agreement, except as established in this exhibit, titled **Exhibit "D"**. All development within the Property will comply with the modified development standards of this **Exhibit "D"**. In the case that this exhibit does not address a specific City requirement, the applicable Elgin Code of Ordinances shall apply. In the event of a conflict between this exhibit and the applicable Elgin Code of Ordinances, this exhibit shall control.

B. **Single Family Residential Lot Design Standards**

The potential product shall be developed in compliance with **Table B.1**

Table B.1 Residential Development Standards				
	FRONT LOAD A (similar to R-3)	FRONT LOAD B (similar to R-2)	FRONT LOAD C (similar to R-1)	FRONT LOAD D (similar to R-1)
Lot Width Minimum	50 ft.	60 ft.	70 ft.	80 ft.
Setbacks				
Front (min.)	25 ft.	25 ft.	25 ft.	25 ft.
Rear (min.)	10 ft.	10 ft.	10 ft.	10 ft.
Garage Setback (min.)	25 ft.	25 ft.	25 ft.	25 ft.
Side (min.)	5 ft.	5 ft.	5 ft.	5 ft.
Corner (min.)	15 ft.	15 ft.	15 ft.	15 ft.
Minimum Lot Area	6,000 sq. ft.	7,500 sq. ft.	8,200 sq. ft.	9,000 sq. ft.
Impervious Coverage	50%	50%	50%	50%
Height Regulation	35 ft.	35 ft.	35 ft.	35 ft.

In addition to the design standards outlined in **Table B.1**, the following standards shall also apply:

1. Residential lot widths shall be measured from the front setback building line as established above.
2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof.

C. **Roadway Standards**

1. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.

2. Sidewalks and landscaping along roadways in which there is not residential lot access shall be installed during construction of associated roadway.

EXHIBIT “E”
LAND USE MAP



4/11/2013

Project No.: 2003-0012

SHEET 1

4/11/2013

LAND USE PLAN





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE

DEPARTMENT: Executive

PROPOSED ACTION: Consider adoption of the Appropriations Ordinance on first reading.

BACKGROUND:

The Annual Budget development process consists of a series of steps required by state law and the City Charter beginning with the submittal of a "Proposed Budget" by the City Manager. It includes staff estimates of anticipated revenue and projected costs; and a spending plan for the forthcoming year.

After initial review by the Council, public hearings are held to provide citizens an opportunity to comment on the proposed rates, anticipated revenues, and the proposed distribution of those financial resources among various programs designed to meet citizen demands for public services.

The City Council has an opportunity to adjust or make changes to proposed appropriations levels if needed. The final step in this process is to formally adopt the "Proposed Budget". This is accomplished by adopting an Ordinance that includes the final estimate of revenue and proposed appropriations by line item for each spending program.

Once the Ordinance is formally adopted, a final "adopted" version of the budget will be prepared that represents the official spending program for the forthcoming budget year. The adopted version of the Budget will contain executed copies of the Ordinances that were passed to enact the Budget plus required funding mechanisms, such as an Ordinance adopting the *Ad Valorem* Tax Rate. This document will contain the base amounts that may be amended from time to time during the fiscal year, as conditions warrant.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Appropriations Ordinance on first reading adopting the FY24-25 Annual Budget.

ATTACHMENTS:

1. ORDbudgetFY2025

{ } 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. _____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR THE CITY OF ELGIN, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Elgin has submitted to the City Council, a proposed budget of revenues and expenditures of the City of Elgin; and,

WHEREAS, the City Council has received said proposed budget, a copy which has been filed with the City Secretary of the City of Elgin; and,

WHEREAS, proper and timely notice that public hearings on such budget would be held on September 3, 2024 and September 17, 2024 was given and made in accordance with the law and within the time limits set forth by law; and

WHEREAS, such public hearings were held in accordance with applicable law, prior to final adoption of this Ordinance.

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

Section 1 The proposed budget of revenue and expenses for conducting the affairs of the City of Elgin, providing a financial plan for the ensuing fiscal year beginning October 1, 2024, and ending September 30, 2025, as submitted to the City Council by the City Manager of said City, and which budget is attached hereto as Exhibit "A", and the same is in all things adopted and approved as the budget of all current expenditures/expenses as well as fixed charges against said City for the fiscal year beginning October 1, 2024, and ending September, 30, 2025.

Section 2 The funding included in the attached budget are hereby appropriated from the prospective funds for the payment of expenditures on behalf of the city government as established in the approved budget document for the fiscal year ending September 30, 2025.

Section 3 In accordance with § 102.008(1), Local Government Code, The City Manager is directed to file with the City Secretary a true copy of the final budget as adopted by the City Council, and the City Secretary is directed to certify as a true copy said budget and file it with this Ordinance in the official records of the City.

Section 4 In accordance with § 102.008(2), Local Government Code, the City Secretary is directed to act to ensure that a copy of the budget is posted on the City's website.

Section 5 All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency

between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 6 The provisions of this Ordinance are severable, and if any court of competent jurisdiction enters a final order which holds that any section, subsection, sentence, clause, phrase, or other portion of this Ordinance is invalid, illegal, or otherwise unenforceable, then any such portion shall be deemed a separate, distinct and independent provision, and any such ruling shall not affect any other provision of this Ordinance which are not specifically designated as being illegal, invalid or unenforceable, and that all said remaining provisions shall continue in full force and effect.

Section 7 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 8 This Ordinance shall be and remain in full force and effective on October 1, 2024, in accordance with state law.

PASSED AND ADOPTED ON FIRST READING this 3rd day of September, 2024

PASSED AND ADOPTED ON SECOND READING this 17th day of September, 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE LEVYING TAXES FOR MAINTENANCE AND OPERATION OF THE MUNICIPAL GOVERNMENT OF THE CITY OF ELGIN, TEXAS, AND PROVIDING FOR THE INTEREST AND SINKING FUND FOR THE 2024-25 TAX YEAR

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the First Reading

BACKGROUND:

Discussed at previous meetings; Setting the annual property tax rate is the final step in approving primary funding for general fund expenses and annual debt payments (interest and principal) on outstanding bonds or other borrowing instruments for the ensuing fiscal year.

Under current state law, a public hearing is only required if the proposed tax rate exceeds the Voter-Approval Rate, which the proposed FY24-25 Annual Budget is predicated on. Just the same, the COE traditionally conducts two public hearings on the proposed budget and property tax rate before it is formally/finally approved by Council.

The recommended total property tax rate for 2024 is **\$.626825** per \$100 valuation

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the First Reading

ATTACHMENTS:

1. Ordinance Adopting tax rate FY 2024-25
2. City of Elgin 2024-2025 tax rate worksheet

{ } 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 _____

**AN ORDINANCE LEVYING TAXES FOR MAINTENANCE AND
OPERATION OF THE MUNICIPAL GOVERNMENT OF THE
CITY OF ELGIN, TEXAS, AND PROVIDING FOR THE
INTEREST AND SINKING FUND FOR THE 2024-25 TAX YEAR.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS.**

I.

That the Tax Assessor-Collector for Bastrop County, Texas acting as the designated officer for the City of Elgin, Texas as defined by state law has heretofore certified, in accordance with sections 26.04(d-1,d-2d,d-3)of the Texas Tax Code, that she has accurately calculated the tax rates and has used the values that are the same as the values shown in the taxing unit's certified appraisal roll in performing the calculations for tax year 2024, a copy of said certification being attached hereto as Exhibit "A"; and

II.

That there is hereby levied and there shall be collected for the maintenance and operation of the municipal government of the City of Elgin, Texas for the year 2024 upon all property, real, personal and mixed, within the limits of said City subject to taxation, a tax of 45.9144 cents on each One Hundred Dollars (\$100.00) valuation of property.

That there is hereby levied and there shall be collected for the City of Elgin, Texas, for the year 2024 upon all property, real, personal and mixed, within the corporate limits of said City subject to taxation, a tax of 16.7691 cents on each One Hundred Dollars (\$100.00) valuation of property.

SUMMARY

1. Maintenance and operations of the municipal government (General Fund),	\$0.459144
2. Interest and Sinking fund (Debt Rate)	<u>\$0.167681</u>
Total Tax per \$100 of valuation	<u>\$.626825</u>

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE
AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE
WILL DECREASE BY 26.39 PERCENT AND WILL DECREASE TAXES
FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY
APPROXIMATELY \$95.88.**

III.

All monies collected under this Ordinance for the specific items herein named, be and the same hereby appropriated and set apart for the specific purposes indicated in each item and

the Assessor/Collector of Taxes, and the Director of Finance shall keep these accounts so as to readily and distinctly show the amount collected, the amount expended and the amount on hand at any time belonging to such funds. All receipts for the City not specifically apportioned are hereby made payable to the General fund of the City.

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 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.

READ and **APPROVED** on first reading this the 3rd day of September 2024.

READ and **APPROVED** on second reading the 17th day of September 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary

APPROVED AS TO FORM:

MARK SCHROEDER, City Attorney

2024 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF ELGIN

Taxing Unit Name

(512) 281-2621

Phone (area code and number)

PO Box 591, Elgin, TX, 78621

Taxing Unit's Address, City, State, ZIP Code

www.elgintx.com

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 1,291,531,603
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 1,291,531,603
4.	Prior year total adopted tax rate.	\$ 0.498237 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values:..... \$ 13,838,338 B. Prior year values resulting from final court decisions:..... - \$ 11,583,400 C. Prior year value loss. Subtract B from A. ³	\$ 2,254,938
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value:..... \$ 763,793 B. Prior year disputed value:..... - \$ 152,759 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 611,034
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 2,865,972

¹ Tex. Tax Code §26.012(14)² Tex. Tax Code §26.012(14)³ Tex. Tax Code §26.012(13)⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 1,294,397,575
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 1,278,871 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 3,857,395 C. Value loss. Add A and B.⁶	\$ 5,136,266
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 34,079 B. Current year productivity or special appraised value: - \$ 353 C. Value loss. Subtract B from A.⁷	\$ 33,726
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 5,169,992
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 70,869,333
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 1,218,358,250
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 6,070,311
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 40,625
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 6,110,936
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹¹ A. Certified values: \$ 1,367,254,904 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.¹² - \$ 150,167,147 E. Total current year value. Add A and B, then subtract C and D.	\$ 1,217,087,757

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴	\$ 41,783,424
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵	+ \$ 0
	C. Total value under protest or not certified. Add A and B.	\$ 41,783,424
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 129,884,082
21.	Current year total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 1,128,987,099
22.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ¹⁸	\$ 0
23.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ¹⁹	\$ 54,156,531
24.	Total adjustments to the current year taxable value. Add Lines 22 and 23.	\$ 54,156,531
25.	Adjusted current year taxable value. Subtract Line 24 from Line 21.	\$ 1,074,830,568
26.	Current year NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.568548 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²¹	\$ 0.000000 /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.363265 /\$100
29.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,294,397,575

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total prior year M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 4,702,093
31.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year..... + \$ 30,533 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... 98,983 - \$ _____ C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. 0 +/- \$ _____ D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... -68,450 \$ _____ E. Add Line 30 to 31D. \$ 4,633,643	
32.	Adjusted current year taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,074,830,568
33.	Current year NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.431104 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ 0.000000 /\$100	
35.	Rate adjustment for indigent health care expenditures. ²⁴ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose..... - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0. \$ 0.000000 /\$100	

²³ [Reserved for expansion]²⁴ Tex. Tax Code §26.044²⁵ Tex. Tax Code §26.041

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose. \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ 0 B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
39.	Adjusted current year NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.431104 /\$100
40.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 0 B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0.000000 /\$100 C. Add Line 40B to Line 39.	\$ 0.431104 /\$100
41.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.446192 /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ _____ / \$100
42.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 1,918,183 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A.	\$ 1,918,183
43.	Certified prior year excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 6,146
44.	Adjusted current year debt. Subtract Line 43 from Line 42E.	\$ 1,912,037
45.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁰ 101.00 % B. Enter the prior year actual collection rate 101.00 % C. Enter the 2022 actual collection rate 104.00 % D. Enter the 2021 actual collection rate 102.00 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹	101.00 %
46.	Current year debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 1,893,105
47.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,128,987,099
48.	Current year debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.167681 / \$100
49.	Current year voter-approval tax rate. Add Lines 41 and 48.	\$ 0.613873 / \$100
D49.	Disaster Line 49 (D49): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ / \$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §526.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ _____
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ _____
53.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ _____ /\$100
55.	Current year NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
56.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	\$ _____ /\$100
57.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ _____ /\$100
58.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ _____ /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ _____
60.	Current year total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ _____ /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ _____ /\$100

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.³⁹ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁰ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴¹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴² or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴³

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁴

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67)..... B. Unused increment rate (Line 66)..... C. Subtract B from A..... D. Adopted Tax Rate..... E. Subtract D from C..... F. 2023 Total Taxable Value (Line 60)..... G. Multiply E by F and divide the results by \$100.....	 \$ 0.510823 /\$100 \$ 0.000000 /\$100 \$ 0.510823 /\$100 \$ 0.498237 /\$100 \$ 0.012586 /\$100 \$ 1,160,918,555 \$ 146,113
64.	Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67)..... B. Unused increment rate (Line 66)..... C. Subtract B from A..... D. Adopted Tax Rate..... E. Subtract D from C..... F. 2022 Total Taxable Value (Line 60)..... G. Multiply E by F and divide the results by \$100.....	 \$ 0.544664 /\$100 \$ 0.000017 /\$100 \$ 0.544647 /\$100 \$ 0.544664 /\$100 \$ -0.000017 /\$100 \$ 936,687,158 \$ 0
65.	Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value A. Voter-approval tax rate (Line 67)..... B. Unused increment rate (Line 66)..... C. Subtract B from A..... D. Adopted Tax Rate..... E. Subtract D from C..... F. 2021 Total Taxable Value (Line 60)..... G. Multiply E by F and divide the results by \$100.....	 \$ 0.589994 /\$100 \$ 0.000000 /\$100 \$ 0.589994 /\$100 \$ 0.589977 /\$100 \$ 0.000017 /\$100 \$ 698,404,295 \$ 118
66.	Total Foregone Revenue Amount. Add Lines 63G, 64G and 65G	\$ 146,231.000000
67.	2024 Unused Increment Rate. Divide Line 66 by Line 21 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.012952 /\$100
68.	Total 2024 voter-approval tax rate, including the unused increment rate. Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	\$ 0.626825 /\$100

³⁹ Tex. Tax Code §26.013(b)

⁴⁰ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴¹ Tex. Tax Code §526.04(c)(2)(A) and 26.042(a)

⁴² Tex. Tax Code §526.0501(a) and (c)

⁴³ Tex. Local Gov't Code §120.007(d)

⁴⁴ Tex. Local Gov't Code §120.007(d)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
69.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i> .	0.431104
70.	Current year total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 1,128,987,099
71.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 70 and multiply by \$100.	\$ 0.044287 /\$100
72.	Current year debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.167681 /\$100
73.	De minimis rate. Add Lines 69, 71 and 72.	\$ 0.643072 /\$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	2023 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____ /\$100
75.	Adjusted 2023 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁴⁸ Enter the final adjusted 2023 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ _____ /\$100
76.	Increase in 2023 tax rate due to disaster. Subtract Line 75 from Line 74.	\$ _____ /\$100
77.	Adjusted 2023 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
78.	Emergency revenue. Multiply Line 76 by Line 77 and divide by \$100.	\$ _____
79.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ _____
80.	Emergency revenue rate. Divide Line 78 by Line 79 and multiply by \$100. ⁴⁹	\$ _____ /\$100

⁴⁴ Tex. Tax Code §26.04(c)(2)(B)

⁴⁵ Tex. Tax Code §26.012(8-a)

⁴⁶ Tex. Tax Code §26.063(a)(1)

⁴⁷ Tex. Tax Code §26.042(b)

⁴⁸ Tex. Tax Code §26.042(f)

⁴⁹ Tex. Tax Code §26.42(c)

⁵¹ Tex. Tax Code §26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	\$ _____ /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.568548 /\$100
 As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
 Indicate the line number used: 26

Voter-approval tax rate. \$ 0.626825 /\$100
 As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).
 Indicate the line number used: 68

De minimis rate. \$ 0.643072 /\$100
 If applicable, enter the current year de minimis rate from Line 73.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵²

print here ▶ Ellen Owens
 Printed Name of Taxing Unit Representative

sign here ▶ 
 Taxing Unit Representative

07/31/2024
 Date

⁵² Tex. Tax Code §§26.04(c-2) and (d-2)