



**AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 6, 2016
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM**

I. CALL TO ORDER

II. INVOCATION

Recess REGULAR MEETING and call to order PUBLIC HEARING

III. PUBLIC HEARING

None

Close PUBLIC HEARING and Reconvene REGULAR MEETING

IV. PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will 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. 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 submission of a "PUBLIC COMMENT FORM". Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

V. PRESENTATIONS

None

VI. CITY MANAGER'S REPORT

1. Review and consideration of Recreation Center Building Committee recommendation on City Recreation Center/ Emergency Shelter
2. Monthly Departmental Activity Reports - October

VII. CONSENT AGENDA

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items unless a council member removes an item from the Consent Agenda and places it on the New Business section for Discussion and action.

1. City Council Meeting Minutes - October 11, 2016 Regular Meeting and November 1, 2016
2. Approval of waiving the open container ordinance on Main Street from Lexington Road to Brenham Street; and on Second Street, First Street, Depot Street, Central Avenue, Austin Street, Brenham Street from Main Street to Avenue C; and on Avenue C from Brenham Street to 2nd Street on 2nd Thursdays January 12, February 9, March 9, April 13, May 11, June 8, July 13, August 10, September 14, October 12, November 9, December 14 from 5pm to 8pm for Sip Shop and Stroll.
3. AN ORDINANCE TO READOPT AND CONTINUE CHAPTER 1, SECTION 1-27, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, REGARDING A JUVENILE CURFEW IN CONFORMITY WITH SECTION 370.002 OF THE TEXAS LOCAL GOVERNMENT CODE; AND TO REPEAL CHAPTER 24, ARTICLE IV. - JUVENILE CURFEW; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

VIII. UNFINISHED BUSINESS

None

IX. NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ELGIN AGRARIAN, LLC FOR THE RE-ZONING AND DEVELOPMENT OF CERTAIN PROPERTY AT THE INTERSECTION OF LEXINGTON ROAD AND LOUISE ROAD AS A PLANNED DEVELOPMENT DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO
2. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 23.1 ACRES OF LAND KNOWN AS THE ELGIN AGRARIAN COMMUNITY, IN ELGIN, BASTROP COUNTY, TEXAS, AS THE ELGIN AGRARIAN COMMUNITY PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.
3. AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF ELGIN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF SURPLUS REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; APPROVING AN OFFICIAL STATEMENT; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES
4. AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, REGARDING WEEDS, WILD GROWTH AND UNSANITARY CONDITIONS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

5. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE MEMORANDUM OF AGREEMENT, SERVICE MEMBERSHIP AGREEMENT WITH THE TEXAS CENTER FOR LOCAL FOOD AND THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO
6. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR DONALD KOSLOSKY 19 N. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO
7. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR J.D. HARKINS NEW BUILDING PROJECT LOCATED AT 618 HWY 95 NORTH AND MAKING CERTAIN FINDINGS RELATED THERETO
8. Consideration of a request to authorize the City Manager to negotiate a contract for engineering services with the highest ranked firm and/or consecutively ranked firms for engineering services for Texas Department of Transportation Transportation Alternatives Program Project, pedestrian connections from SH 95 to FM 1100, FM 1100 to Vicksburg Loop, and County Line Road from Bandera Woods to Austin Community College Elgin campus

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.

Recess the Regular Council meeting and call to order Executive Session in a closed session.

1. Adjourn into Executive Session pursuant to Section § 551.071 Consultation with Attorney: to receive legal advice from the City Attorney regarding pending litigation, to wit: Brent Amos vs. City of Elgin HUD Housing Discrimination Complaint
2. Adjourn into Executive Session pursuant to Section §551.072 Deliberation Regarding Real Property and Section § 551.087 Economic Development: to receive a staff briefing and deliberate regarding a potential economic development project located within the City Tax Increment Reinvestment Zone (TIRZ)

XI. RECONVENE FROM EXECUTIVE SESSION

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

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

NOTICE

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) 281-5724. Please provide forty-eight hours notice when feasible.

I, Amelia Sanchez, 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 in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez
Amelia Sanchez, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Review and consideration of Recreation Center Building Committee recommendation on City Recreation Center/ Emergency Shelter

DEPARTMENT: Parks & Recreation

PROPOSED ACTION:

Review and consider the development plan for the City Recreation Center/Emergency Shelter as recommended by staff and the Recreation Center Building Committee

BACKGROUND:

Discussed at previous meetings; The staff is in the process of finalizing plans for the new City Recreation Center/Shelter Project in anticipation of a recommendation to award a construction bid for same next month. To assist in this process, the Recreation Center Building Committee was formed from members of Council and staff to review and consider final plans for the project. The Committee held two meetings and has now achieved a consensus on a recommendation to Council as a whole on a final design. Staff will be making a presentation on the Committee's for this project and plans for moving forward.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the development plan for the City Recreation Center/Emergency Shelter as presented; and further direction to staff, if any, as deemed appropriate

ATTACHMENTS:

Proposed Rec Center Elevation Drawing

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

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



CREATION CENTER - OPTION 05



COUNCIL MEETING: December 6, 2016

ITEM: 2. Monthly Departmental Activity Reports - October

RESOURCE PERSON(S): Thomas Mattis, City Manager

SUMMARY: Department reports are informational only for city council and no action is required.

RECOMMENDATION(S): No action required

ATTACHMENT:

- 1-October 2016 OCA Report
- 2-October 2016 Public Works Report
- 3-October 2016 Utility Billing Report
- 4-October 2016 Planning and Code Enforcement Report
- 5-October 2016 Utility Maintenance Report
- 6-October 2016 Police Department Monthly Report
- 7-Police Report Summary
- 8-October 2016 Park Summary
- 9-November 2016 Community Development

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month October

Year 2016

Municipal Court for the City CITY OF ELGIN

Presiding Judge Amanda Carter

If new, date assumed office Oct 1, 2016

Court Mailing Address P.O. BOX 591

City ELGIN

, TX Zip 7-8621

Phone Number (512) 281-0318

Fax Number

Courts Public Email

Court's Website

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT

Prepared by Yadira Duque

Date Nov 15, 2016

Phone Number (512) 281-0318

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of CITY OF ELGIN

Month October Year 2016

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	12,864	13	0	0	2,531	21
a. Active Cases	8,852	11	0	0	1,235	4
b. Inactive Cases	4,012	2	0	0	1,296	17
2. New Cases Filed	238	0	0	0	64	2
3. Cases Reactivated	62	0	0	0	26	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,152	11	0	0	1,325	6
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	134	0	0	0	35	1
b. Dismissed by Prosecution	10	0	0	0	18	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	26	0	0	0	22	1
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b: Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	15					
b: After Deferred Disposition	2	0	0	0	3	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	4					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	1	0	0	0	2	0
10. Total Cases Disposed	192	0	0	0	80	2
11. Cases Placed On Inactive Status	15	0	0	0	13	0
12. Total Cases Pending End of Month:	12,910	13	0	0	2,515	21
a: Active Cases	8,945	11	0	0	1,232	4
b: Inactive Cases	3,965	2	0	0	1,283	17
13. Show Cause Hearings Held	5	0	0	0	1	0
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court CITY OF ELGIN	TOTAL
Month October Year 2016	
1. Transportation Code Cases Filed	10
2. Non-Driving Alcoholic Beverage Code Cases Filed	3
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	1
5. Tobacco Cases Filed	1
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	1
9. All Other Non-Traffic Fine-Only Filed	1
10. Transfer to Juvenile Court:	0
a. Mandatory Transfer	
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning:	0
a. Warnings Administered	
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court CITY OF ELGIN		Number Given	Number Requests For Counsel
Month October	Year 2016		
1. Magistrate Warnings:			
a. Class C Misdemeanors		40	
b. Class A and B Misdemeanors		24	12
c. Felonies		7	4
			TOTAL
2. Arrest Warrants Issued:			
a. Class C Misdemeanors			28
b. Class A and B Misdemeanors			1
c. Felonies			2
3. Capiases Pro Fine Issued			32
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			1
9. Magistrate's Orders for Ignition Interlock Device Issued			3
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held			0
12. Disposition of Stolen Property Hearings Held			0
13. Peace Bond Hearings Held			0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:			
a. Partial Satisfaction			0
b. Full Satisfaction			1
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			29
16. Cases in Which Fine and Court Costs Waived for Indigency			3
17. Amount of Fines and Court Costs Waived for Indigency			\$902.20
18. Fines, Court Costs and Other Amounts Collected:			
a. Kept by City			\$22,765.67
b. Remitted to State			\$13,209.70

Public Works – October – 2016

Public Works Department began the month working with contractors finishing up the 2016 Street Project and ended the month preparing for Hogeye Weekend.

Right of Way and Easement shredding and maintenance:

Right of way shredding and maintenance is ongoing

Weed Eat and mowing maintenance:

Mowing and weed eating down town area in preparation for Hogeye Weekend

Permanent Street, utility cut repairs, and pot hole repairs:

Bladed alley between North Main Street and North Avenue C

Bladed alley between East 7th Street and East 8th Street

Bladed alley between South Main Street and South Avenue C behind Coffee Catz

Bladed 2 areas in the 100 block of South Main

Excavated and added base to utility cut on Hilltop Drive

Added cold mix to edge of pavement on Lake Terrence Drive

Added base to alley Lexington Road, North Main and Railroad tracks behind Main Stop

Added base and bladed:

To the end of East 11th Street

In the 100 block of Jackson Street

In the 100 block of North Avenue E

Patched pot holes around town

Curb, Gutters, and Ditch Cleaning:

Cleaned the ditch at 900 N Main

Trees & Brush:

Removed large fallen limb in the 1200 block of West 2nd Street

Trimmed low hanging limbs on South Avenue B and Depot Street

Trimmed brush and low hanging limbs on East 11th Street

Trimmed dead limbs at West 11th and North Main Street

Dumped Debris Removal:

Removed large load of brush on Kennedy and Central

Signs:

Replaced stop sign on South Avenue B and Depot Street

Replaced stop sign and pole on Taylor Road and North Avenue F

Installed 2 new stop signs on East Brenham and Martin Luther King Boulevard

Installed 2 stop sign ahead warning signs on East Brenham Street

Miscellaneous:

- Hauled off spoils from South Avenue D approximately 200 loads or 1,600 cubic yards
- Moved trash can on Central Avenue
- Watered Planters in the downtown area 3 days
- Litter-pickup downtown every Monday and Friday

Events:

- Hogeye preparation work:
 - Cleaned curb & gutters all streets downtown
 - Washed streets off

2016 Street Paving Project: Completed October 2016

Texas Capital Fund Project 7214372: Downtown Sidewalk Project:

Final walk thru inspection performed with punch list items remaining prior to project acceptance.

Texas Department of License and Regulation A.D.A Inspection performed with items remaining for compliance prior to final acceptance.

2015-2016 Drainage Project - Proposal 1:

West Brenham Street Box Culvert – Skyblue Utilities, Inc. is scheduled to mobilize and begin construction in November 2016.

2016 Elgin Traffic Calming Project:

October 11, 2016 Five (5) sealed bids were received at City Hall with bids ranging from \$68,891.00 to \$92,211.00.

October 11, 2016 Council awarded the project to M2 Federal, Inc. of San Marcos, Texas in the amount of \$68,891.00. Construction to begin in November 2016

TxDot S.H.-95 North Project: Work continues.

Joe Parten

Director, Public Works
City of Elgin

UTILITY BILLING REPORT			October 2016
Billed out	\$390,605.33		
Past due notices	575	\$66,590.03	
Work orders-Cut offs	80		
Disconnected for non pmt	67		
Extension to pay 1st	58		
Extension due for disconnect	9		
Meter tamper fee	0		
After Hour turn on	2		
Accounts set to final	7	for non pmt	

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	63	8
FINAL READ	62	1
TRANSFERS / IN AND OUT	4	0
CTO'S / DISCONNECT NON-PMT	81	0
SET METER	5	3
ERT REPLACEMENTS	9	17
METER REPLACEMENTS	22	38
VISUAL READS	25	0
FAILURE TO READ (MOBILE MISS)	51	0
RE READS	60	0
WL / CHECK FOR WATER LEAK	14	0
METERS DATA LOGGED	2	0
MISCELLANEOUS	7	0
TOTAL NUMBER OF WORK ORDERS	405	67
CURB STOPS		
BROKEN CURB STOPS	0	34
TOTAL NUMBER OF WORK ORDER	0	34
BULK WATER		
PURCHASES	14	
TRIPS/GALLONS	24/9,900	
TOTAL COLLECTED	\$48.52	

Dodie Navejas, Utility Billing Supervisor
Customer Service/A/R Supervisor

310 N. Main Street
512-229-3220 office

Monthly Report to Administrative Manager
Building Department
For the Month of October 2016

Type of Inspections	Oct-15	Oct-16	Fiscal Yr. To Date	Calendar Yr. To Date
Building	49	86	680	581
Electrical	39	45	465	377
Plumbing	30	68	526	453
Gas	29	24	292	229
Mechanical	18	31	231	188
TOTAL	165	254	2194	1828
Building				
Permits	14	25	251	211
Value	\$ 1,361,169.49	\$ 935,055.99	\$ 13,728,209.38	\$ 11,390,581.50
Fees	\$ 4,229.50	\$ 7,905.13	\$ 92,078.99	\$ 80,219.39
Electrical				
Permits	5	10	160	137
Fees	\$ 970.00	\$ 1,762.50	\$ 25,370.00	\$ 21,270.00
Plumbing				
Permits	5	12	148	129
Fees	\$ 1,062.50	\$ 2,270.00	\$ 24,270.00	\$ 21,110.00
Gas				
Permits	5	9	97	80
Fees	\$ 780.00	\$ 1,230.00	\$ 13,559.50	\$ 11,377.00
Mechanical				
Permits	10	11	98	80
Fees	\$ 1,625.00	\$ 1,845.00	\$ 15,687.50	\$ 12,892.50
Total All Fees	\$ 8,667.00	\$ 15,012.63	\$ 170,965.99	\$ 146,868.89

**October 2016
Building Permits**

Number of Permits		Type/Classification	Permit Fees		Valuation	
Oct-15	Oct-16		Oct-15	Oct-16	Oct-15	Oct-16
3	9	New Single Family	\$ 2,268.45	\$ 6,940.35	\$ 300,144.00	\$ 887,608.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
2		New Commercial	\$ 1,131.25		\$ 975,000.00	
		New Industrial				
		New Swimming Pools				
		Moving Permit				
1	3	New Signs	\$ -	\$ -	\$ -	\$ 1,299.99
7	8	Residential	\$ 717.05	\$ 745.20	\$ 78,775.49	\$ 44,148.00
1	1	Non-Residential	\$ 112.75	\$ 69.58	\$ 7,250.00	\$ 2,000.00
	4	Demolitions		\$ 150.00		\$ -
14	25		\$ 4,229.50	\$ 7,905.13	\$ 1,361,169.49	\$ 935,055.99
ZBOA Request		None				
P & Z Request		None				
Code Enforcement	Active Oct 2015	Active Oct 2016	Closed Oct 2015	Closed Oct 2016	Calendar YTD	
Abandoned/Junked		2	4	11	47	
Animal Control			1		1	
Beer Permits						
Environmental			1	2	54	
Fire Code			4		11	
Health and Sanitation	3			4	18	
Illegal Signs			14	88	689	
Property Maintenance			27	9	146	
Unsafe Structures					5	
Water/Sewer			4		18	
Zoning			2		17	
Total	3	2	57	114	1006	

*Zoning Board of Adjustments

Submitted By: Carlos Navejas

Date:

Monthly Report to Administrative Manager
Building Department
For the Month of October 2016

The City of Elgin Planning and Development department issued nine (9) permits for new single family dwellings in the month of October, five (5) were in the Saratoga Farms Subdivision, Section One which is right next to Wal-Mart. These are the final houses Section One for a total of 29 homes in that section. Three (3) permits were issued for new houses to be built in the Savannah Cove Subdivision which is off of Louise and 9th Streets. A & H Construction purchased all of the remaining lots (approximately 23) and will be building new homes on the lots. The final new home permit was for 312 Gettysburg Loop. A few vacant lots remain on this street in Phase IV of the Shenandoah Subdivision.

The Planning and Zoning Commission did not meet in the month of October.

A new column has been added to track the year to date number of both open and closed complaints received by the Code Enforcement Department. The total number between January 1, 2016 and October 31, 2016 is 1,006. Code Enforcement was kept busy with bulky waste issues. Charlie Navejas and Michael Hinds (the new Code Enforcement Officer in Training) attended a one day training seminar in Austin which covered legislative updates and customer service. On a personal note, Michael Hinds became a first time father with the birth of his son Jaxon on October 13th.

Monthly Reports October 2016

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 11	0 Gallons
Well # 14	20,593,000 Gallons
Well # 15	17,681,000 Gallons
Water loss due to leaks or flushing	50,000 Gallons
Total Water Pumped	36,224,000 Gallons

Chemicals Used

Chlorine	881 Pounds
Sequest	150 Pounds

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.72 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	2
Service Line Breaks	8
Miscellaneous Repairs/Complaint Calls	15
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	1
Service Lines	10
After Hours Call-Outs	10

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	2
Curb Side Cleanouts Installed	0
Main Line Repairs	0
New Main Line Installed	0
New Taps Installed	0
Lines TV'd	3

Lift Station Maintenance/Repairs

Hour Meter Reads/Daily Site Checks	9 Daily
Pumps Pulled	0
Pumps Installed	0
Pumps De-rated	2
Motors Pulled	0
Motors Installed	0
Electrical Issues (Repair/Replace Parts)	0
Floats Cleaned/Replaced	0
Grass/Weed Maintenance	9
After Hours Call Outs	10

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	0
Pumps Installed	0
Motors Pulled	0
Motors Installed	0
Control System/Electrical Repairs	1
Cleaned Wet Well Floats	1
Miscellaneous Repairs	10
After Hours Call-Outs	0

Chemicals Used

Alum/Gallons	4,000
Bleach 10%/ Gallons	2,000
Polymer/ 55 gallon drums	2

Monthly Plant Flows and Test Results

Minimum Daily Flow	499,000 Gallons
Maximum Daily Flow	602,800 Gallons
Average Daily Flow	545,600 Gallons
Total Monthly Flow	16,914,200 Gallons

Effluent DO (Dissolved Oxygen) Average	7.2
Effluent Chlorine Residual Average	1.78 mg/l
Effluent pH Average	7.39
Total Phosphorus Average	0.136
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	3.31
TSS (Total Suspended Solids) Average	2.1
Ammonia/Nitrates Average	0.06

Remarks :

Elgin Police Department

October 2016

CATEGORY	Oct-16	Oct-15	14-Oct	13-Oct	12-Oct
Calls for Service					
Total Calls for Service	1555	1151	1014	893	785
Police calls	1295	771	673	551	527
Fire calls	40	93	59	39	43
Animal calls	81	101	119	75	90
Activity logs	76	171	151	63	121
City calls	63	15	12	9	4
Offense Reports					
Total Offense Reports	94	56	78	74	93
Active (Open) cases	19	11	31	12	20
Cases Inactivated	22	10	19	21	19
Cases Closed	4	2	2	3	5
Documentation (no crime)	1	0	0	1	13
Other	0	0	0	2	0
Unfounded	0	0	0	2	0
Referred to other agency	3	2	0	1	4
Citations					
Total Citations	545	356	279	289	131
Citations for violations	262	176	182	117	74
Warnings	283	180	97	172	57
Collisions					
Total Accidents	39	29	24	25	25
Major accidents (with injury)	3	2	1	1	1
Minor accidents (no injury)	27	22	18	18	18
Leaving the scene accidents	9	5	5	6	6
Alarms					
Business alarms	21	28	22	12	7
Residential alarms	11	0	7	11	8
Fire alarms	3	5	3	0	2
Arrests					
Felony arrests	7	4	5	7	11
Misdemeanor arrests	35	20	17	20	27
Other arrests	6	6	5	1	1
Animal Control					
Total Animal Control calls	81	101	119	75	90
Animal Cruelty calls	0	0	0	0	0
Canine Impounds	10	9	11	16	34
Feline Impounds	5	7	9	11	17
Citations issued	6	6	2	0	1
Bite Cases	0	2	1	2	2
Dead animal calls	4	5	12	11	2
Wildlife calls	9	13	17	5	3
Rabies cases	0	0	0	0	3
Rabies cases positive	0	0	0	0	0



Elgin Police Department

Office of the Chief

202 Depot Street • Elgin, Texas 78621 • 512 / 281-3330



Elgin Police Department

Monthly Summary October 2016

October marks the end of a busy festival schedule with the Hogeye festival. We estimate that well over 10,000 people attended Hogeye this October and with one exception it was a great day with no real problems. We did have two young men that decided they would rather spend the afternoon and evening at the Bastrop County Jail but other than that we saw no problems during the festival. We also had no problems with the Carnival that spent the week across the street from the Police Station.

We actively began the search for two new officers and an administrative assistant during the month of October and hope to have all of those positions filled by the end of the year. With multiple holidays and other events the scheduling of testing and interviews may take a bit longer but we are moving forward.

October again marked a busy month with over 1500 calls handled in the City. Over 1300 of the calls were handled by this Department and the officers and dispatchers responded quite well to the workload this created. We were busy but not overwhelmed and will continue to provide the best service possible to our citizens. It is interesting to note that this call volume marks and almost 300% increase over the number of calls handled in October of 2009. Elgin is growing and the call load shows that growth.

Michael Gonzalez
Parks and Recreation Director
mgonzalez@ci.elgin.tx.us 512-285-6190



October 2016 Parks Report.

October is a good transition month for the Parks Department. During the summer months we tend to only have time for day to day maintenance and mowing. In October we can start to think a little more on our capital projects and how we can tackle larger maintenance items such as painting, tree trimming and installing new park features. We are excited to move forward into the new season and do the best we can in the parks.

Hogeye Festival Support

2016 was the first year the Parks Department was heading up festival support for the Hogeye Festival. All aspects of the event went very well and the Parks Department made some notes of how work flow can be performed better next year. Set up and take down for the festival should go much smoother next year now that we have that experience of one festival behind us.

Safe Trick or Treat Trail

The Parks Department had another successful year with the Safe Trick or Treat Trail. Thousands of people participated in this year's event all throughout downtown. There were several businesses and organizations who set up along Depot Street to be part of the fun. The Parks Department Administrative assistant Chavon Roman had our vendors very well organized and everything fell into place easily Halloween night.

Tennis Court Repairs

The Parks Department is Currently Looking at some options to renovate the tennis courts at Elgin Memorial Park. Staff is just now getting started contacting different companies to assess what can be done as far as repairs and an upgrade to the tennis courts. Right now there is no plan in place for updating the tennis courts, this is just the first step in making that plan.

Goals for November 2016

- Set up holiday Lighting
- install new trash cans and benches

Park Activity Summary		2016
Facility	Number of uses	
Park/ Pavilion Rental	12	
Ball Field Rental	35	
Fleming Community Center	40	
Deposits	\$890.00	



MEMORANDUM

To: Tom Mattis, City Manager
From: Amy Miller, Community Development Director
Date: November 18, 2016
RE: Community Development Department Report October 2016

The Elgin Hogeye Festival was held Saturday October 22 with beautiful weather and outstanding attendance. Festival events started on Thursday with the Pearls Before Swine Art Show, Hogalicious Desserts Contest and carnival. On Saturday the festival grounds were expanded this year to include activities on 2nd Street and on Main from 2nd to the library, in addition to the Over Yonder Film Festival which was held at the Elgin Cotton Oil Mill. The festival included 40 food booths, more than 70 crafts booths, children's activities, farm and ranch equipment displays, Gordon Swenson Memorial BBQ Pork cook-off, live music and entertainment on three stages, the Road Hog Car Show, and Cow Patty Bingo. Festival reviews by attendees and vendors were very positive.

Don and Cathe Koslosky opened The Brique at 19 North Main Hogeye weekend. We are working with the owners of 103 North Main, 109 and 111 South Avenue C and 30 North Main on renovation plans. 14 North Main and 113 Central Avenue have contracts pending.

The TCF downtown Sidewalk project Contractor is completing final punch list items. The FM 1100 TAP sidewalk project and the FM 1100 the Engineering and Environmental grant were moved to the Bastrop Office. We are working with Diana Schulze, TXDOT Bastrop District engineer to move both of these projects forward. RFPs for engineering and environmental services will be requested in November.

Projects

- Safe Routes to School Walk & Bike to school day Friday November 4 had good participation.
- Live Downtown Work Downtown events for October was well attended.
- Business training classes with Chamber and EDC held – Social media class had 14 attendees, Exceptional Customer Service class had 40 attendees. More classes to be planned for 2017.
- Planning a Where's Priscilla Scavenger Hunt for Shop Small Saturday.
- Planning holiday lights dedication for November 18.
- Planning Holiday by the tracks with the chamber for Saturday December 3.

- Planning Holiday Concert for Saturday December 2 with EISD.
- Met with TXDOT related to the FM 1100 engineering and sidewalk projects. Started RFQ process for the TAP Grant FM 1100 sidewalk project.
- TCF sidewalk project, final walk through and punch list review with contractor.
- Met with CARTS related to the transit stop and public restrooms to be located at Avenue C and Central Avenue.
- Met with potential buyers and realtors for properties downtown.
- Met with property owners about renovation plans and possible tenants.
- Met with business owners seeking lease space.
- Hogeye Festival was very successful.
- Safe Trick Treat – huge attendance by kids, good overall business support in downtown area.
- Marketing coordination and support for Sip Shop and Stroll, 2nd Thursdays from 5-8 downtown.
- City of Elgin E-News
- Facebook Pages: City of Elgin, Visit Elgin, Envision Elgin
- Instagram – visitelgintx

Boards & Committees, Seminars

Attended required training for TXDOT grants – LGPP Local Government Procedures class.

Community Advisory Council for 21st Century grant with EISD.

School Health Advisory Committee with EISD

Farm 2 school grant meeting with EISD

CAMPO Technical Advisory Committee

CAMPO Active Transportation Advisory Committee

Main Street Board

Hogeye Festival Committee

Promotion Tourism Committee

Organization Committee

Design Committee

Clean Air Coalition Advisory Committee, CAPCOG

Upcoming Events

First Saturday Sidewalk Sales from 10am-5pm in Downtown

Every Saturday Elgin Farmers' Market 9am – 1pm Downtown

November 18, Community lighting event

November 26 Small Business Saturday – Where's Priscilla? Scavenger Hunt

December 2 Holiday Concert with the Students of Elgin ISD elementary schools

December 3 Home for Holiday By the Tracks, Hot Chocolate competition, & Lighted Parade

Saturday December 3 Project Celebration Breakfast with Santa at the Library

December 8 Sip Shop and Stroll

Picture's with Santa Throughout the month downtown updates posted at www.elgintx.com

Saturday, December 3rd

Breakfast with Santa,
11am – 1 Elgin Farmers Market
2p – 4pm Elgin Local Goods

Thursday December 8th 10am-12pm Advocacy Outreach 200 Depot Street Ste. A

Thursday, December 8th 5pm Christmas Party with Santa Claus Elgin Public Library

December 10th

10am – noon Dorothy's Fine Jewelry

Noon – 2pm Elgin Local Goods

2pm – 6pm Daisy's Furniture and Home Décor 116 East First Street

December 15th 4pm to 8pm The Owl Wine Bar & Home Goods Store 106 North Main

December 16th 2pm – 6pm Daisy's Furniture and Home Décor 116 East First Street

December 20th 12pm – 4pm Prosperity Bank 31 North Main

December 24th 2pm – 6pm Daisy's Furniture and Home Décor 116 East First Street



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

City Council Meeting Minutes - October 11, 2016 Regular Meeting and November 1, 2016

DEPARTMENT: Administration

PROPOSED ACTION:

Consideration of Council Meeting Minutes as presented

BACKGROUND:

Recording of proceedings of regular meetings of the Elgin City Council on October 11, 2016 and November 1, 2016

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of Council Meeting Minutes as presented; or as may be amended.

ATTACHMENTS:

Minutes - 10/11/16

Minutes - 11/1/16

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

Councilmembers who have any detailed questions or would like to request additional

information regarding this item are encouraged to contact the City Manager at their earliest convenience.

**MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 11, 2016
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**

CALL TO ORDER

Mayor Chris Cannon called the meeting to order at 7:01 p.m

ROLL CALL

Present: Chris Cannon, Mayor
Jessica Bega, Council Member
Mary Penson, Council Member
Susie Arreaga, Council Member
Sue Brashar, Council Member
Craig Fromme, Council Member

Absent: Juan Gonzalez, Mayor Pro-Tem
Phillip Thomas, Council Member
Keith Joesel, Council Member

Staff: Thomas L. Mattis, City Manager
Lucretia Alvarez, City Secretary
Chris Bratton, Chief of Police
Sidney LaQuey, Finance Director
Gary N. Cooke, Planning and Development Director
Joe Parten, Public Works Director
Doug Prinz, Utilities Director

INVOCATION

Council Member Mary Penson gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Chris Cannon led the pledge of allegiance to the United States and Texas flags.

Recess REGULAR MEETING and call to order PUBLIC HEARING

Mayor Chris Cannon recessed the REGULAR MEETING at 7:02 p.m. and called to order the PUBLIC HEARING at 7:03 p.m.

PUBLIC HEARING

1. Receive public comments on the proposed zoning change request submitted by David Elliott of Santa Anita LLC, owner of the property located at 124 Fisher Street in the A178 Thomas Garretson Survey, Acres 0.4800, City of Elgin, Bastrop County, Texas to change the zoning from R-3 Single Family & Duplex to S-P Specific Use to allow Elgin Alcoholics Anonymous Group to operate there.

Thomas L. Mattis, City Manager
Gary N. Cooke, Planning and Development Director

Close PUBLIC HEARING and Reconvene REGULAR MEETING

Mayor Chris Cannon closed the PUBLIC HEARING at 7:03 p.m. and reconvened the REGULAR MEETING at 7:03 p.m.

PUBLIC COMMENT

None

PRESENTATIONS

1. Public swearing in ceremony of Amanda Carter as the new Municipal Judge for the City of Elgin.

CITY MANAGER REPORTS

1. Update on bulk trash collection services and related matters.
Thomas L. Mattis, City Manager
2. Update on City Recreation Center/Shelter Project and related items.
Thomas L. Mattis, City Manager
3. Monthly Department Reports for August 2016.
Thomas L. Mattis, City Manager

CONSENT AGENDA

1. Approval of minutes of the regular council meeting September 6, 2016.
Thomas L. Mattis, City Manager
Lucretia Alvarez, City Secretary
2. Approval of minutes of the special council meeting September 20, 2016.
Thomas L. Mattis, City Manager
Lucretia Alvarez, City Secretary
3. Approval of minutes of the special Council meeting September 29, 2016.
Thomas L. Mattis, City Manager
Lucretia Alvarez, City Secretary

4. Approval of Reserve Officer
Thomas L. Mattis, City Manager
Chris Bratton, Chief of Police
5. Approve Reserve Police Officer
Thomas L. Mattis, City Manager
Chris Bratton, Chief of Police

Council Member Sue Brashar made a motion to approve the Consent Agenda as presented, Council Member Mary Penson seconded, and motion passed unanimously 6 for, 0 against.

UNFINISHED BUSINESS

1. Discussion and action to consider an Ordinance 2016-10-11-27 approving the installation of a four way stop at the intersection of Martin Luther King and East Brenham Street.

Traffic and Safety Committee
Thomas L. Mattis, City Manager
Juan Gonzalez, Mayor Pro Tem, Ward 2
Jessica Bega, Council Member Ward 1
Joe Parten, Public Works Director
Phil Taylor, Assistant Police Chief

Council Member Jessica Bega made a motion to approve Ordinance No. 2016-10-11-27 approving the installation of a four way stop at the intersection of Martin Luther King and East Brenham Street, Council Member Craig Fromme seconded, and motion passed unanimously 6 for, 0 against.

ORDINANCE NO. 2016-10-11-27

AN ORDINANCE AMENDING THE TRAFFIC CODE BY DESIGNATING THE INTERSECTION OF EAST BRENHAM STREET AND SOUTH MARTIN LUTHER KING, JUNIOR BOULEVARD. AS AN ALL-WAY STOP INTERSECTION; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

2. Discussion and action to consider and Ordinance 2016-10-11-28 amending Chapter 16, Article III Noise in the Code of Ordinances, City of Elgin, Texas 2013.

Thomas L. Mattis, City Manager
Chris Bratton, Chief of Police
Juan Gonzalez, Mayor Pro Tem

Laura Ramirez, 117 Ramirez Road
Brandy Serta, 119 Ramirez Road

Council Member Mary Penson made a motion to approve Ordinance No. 2016-10-11-28 amending Chapter 16, Article III Noise in the Code of Ordinances, City of Elgin, Texas 2013, Council Member Susie Arreaga seconded, and motion passed unanimously 6 for, 0 against.

ORDINANCE NO. 2016-10-11-28

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE III. NOISE, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, , BY AMENDING CHAPTER 16, SECTION 16-54 AND BY ADDING NEW SECTIONS 16-82, 16-82.1, 16-83, 16-84, 16- 84.1, AND 16-85 REGARDING NOISE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

NEW BUSINESS

1. Discussion and action to consider an Ordinance 2016-10-11-26 amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Code of Ordinances, City of Elgin, Texas and making this amendment a part of said Official Zoning Map, to wit: to rezone property being a 0.4800 acre portion of A178 Thomas Garretson, located at 124 Fisher Street, City of Elgin, Bastrop County, Texas from R-3 Single Family and Duplex to S-P for a Specific Use permit for Elgin Alcoholics Anonymous to operate there.

Thomas L. Mattis, City Manager

Gary N. Cooke, Planning and Development Director

Council Member Mary Penson made a motion to approve Ordinance No. 2016-10-11-26 which amends the official zoning map of the City of Elgin, Texas to rezone property being a 0.4800 acre portion of A178 Thomas Garretson, located at 124 Fisher Street, City of Elgin, Bastrop County, Texas from R-3 Single Family and Duplex to S-P for a Specific Use permit, Council Member Craig Fromme seconded, and motion passed unanimously 6 for, 0 against.

ORDINANCE NO. 2016-10-11-26

AN ORDINANCE AMENDING THE CITY OF ELGIN ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF ELGIN, TEXAS; DIRECTING THE AMENDMENT OF THE ZONING MAP; APPROVING ZONING CHANGES TO REZONE PROPERTY BEING A 0.4800 ACRE PORTION OF A178 THOMAS GARRETSON, LOCATED AT 124 FISHER STREET, CITY OF ELGIN, BASTROP COUNTY, TEXAS FROM R-3 SINGLE FAMILY AND DUPLEX TO S-P FOR A SPECIFIC USE PERMIT FOR ELGIN ALCOHOLICS ANONYMOUS TO OPERATE THERE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

2. Discussion and action to consider awarding a bid contract for services on the Traffic Calming project, and authorizing city manager to sign a contract on behalf of the city.

Thomas L. Mattis, City Manager

Joe Parten, Public Works Director

Beau Perry, TRC Engineers

Council Member Mary Penson made a motion to approve the award of the bid contract for services on the Traffic Calming project and authorized the city manager to sign a contract and approve change orders up to 25% on behalf of the city, Council Member Jessica Bega seconded, and motion passed unanimously 6 for, 0 against.

3. Discussion and action to consider awarding a bid for services for the 2016 Drainage Project Phase 1 Brenham Street and Avenue B, and authorizing the City Manager to sign a contract on behalf of the City of Elgin.

Thomas L. Mattis, City Manager
Joe Parten, Public Works Director
Beau Perry, TRC Engineers

Council Member Sue Brashar made a motion to approve the award of the bid for services for the 2016 Drainage Project Phase 1 Brenham Street and Avenue B and that the City Manager is authorized to sign the contract and approve change orders up to 25% on behalf of the City of Elgin, Council Member Fromme seconded, and motion passed unanimously 6 for, 0 against.

4. Discussion and action to consider rescinding Resolutions No. 2016-08-16-16 and 2016-08-30-17 related to publication of notice of City Council's intent to issue certificates of obligations.

Thomas L. Mattis, City Manager
Joe Parten, Public Works Director
Beau Perry, TRC Engineers

Council Member Mary Penson made a motion to approve the rescinding of Resolution No. 2016-08-16-16 and Resolution No. 2016-08-30-17 which are related to the publication of a notice of the City Council's intent to issue certificates of obligations, Council Member Craig Fromme seconded, and motion passed unanimously 6 for, 0 against.

5. Discussion and action to consider adopting a new Resolution 2016-10-11-19 authorizing publication of notice of intent to issue certificates of obligation for \$10,000,000.

Thomas L. Mattis, City Manager
Sydney Laquey, Finance Director

RESOLUTION NO. 2016-10-11-19

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Sue Brashar made a motion to adopt a new Resolution 2016-10-11-19 that authorizes the publication of notice of intent to issue certificates of obligation for \$10,000,000. Council Member Susie Arreaga seconded, and motion passed unanimously 6 for, 0 against.

EXECUTIVE SESSION

Recess the Regular Council meeting and call to order Executive Session in a closed session.

None

RECONVENE

No Executive Session held.

ANNOUNCEMENTS

- October 11 ACC groundbreaking
- October 4-7 TML
- October 22 Hogeye Festival
- BBQ Cook-off

ADJOURNMENT

Mayor Chris Cannon adjourned the meeting at 7:57 p.m.

APPROVED:

CHRIS CANNON
Mayor of Elgin, Texas

ATTEST:

AMELIA SANCHEZ
City Secretary of Elgin, Texas

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 1, 2016
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET**

CALL TO ORDER

Mayor Chris Cannon called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Chris Cannon, Mayor
Juan Gonzalez, Mayor Pro Tem
Sue Brashar, Council Member
Mary Penson, Council Member
Jessica Bega, Council Member
Phillip Thomas, Council Member

Absent: Craig Fromme, Council Member
Susie Arreaga, Council Member
Keith Joesel, Council Member

STAFF

Thomas L. Mattis, City Manager
Chris Bratton, Police Chief
Sandy Ott, Library Director
Buck LaQuey, Finance Director
Melissa Lipiec, Planning & Development Admin. Assistant
Yadira Duque, Municipal Court Clerk

INVOCATION

Council Member Phillip Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Chris Cannon led the pledge of allegiance to the United States and Texas flags.

PUBLIC COMMENT

None

PRESENTATIONS

1. Employee of the Fourth Quarter Presentation.

Ms. Ott announced that the Employee of the Quarter Committee had selected Officer Edgardo Melara as the Employee for the Fourth Quarter of 2016. Mayor Cannon presented a Certificate of Appreciation. Police Chief Bratton introduced new Officer Nicole Acuna.

CITY MANAGER'S REPORT

1. Monthly Update Reports for September 2016.
2. Update on City Recreation/Shelter Project and related matters.

City Manager Tom Mattis stated that the monthly reports were included in the packets, and that a hard copy of the Public Works report was on the dais for Council. Mr. Mattis stated there was a Rec Center/Shelter committee meeting last week that was very productive, with help from the Mayor and Council Member's Brashar and Bega with staff. They reviewed what is being presented for the Rec Center is got some good feedback along with looking at several brick samples. Mr. Mattis said they gave the design team some direction, and then have the committee meet again hope is to have a recommendation by the committee in December to go forward and to authorize the contract to proceed with the project.

Mr. Mattis then introduced Amelia Sanchez, the new City Secretary who would begin work on Monday, November 7th.

CONSENT AGENDA

1. Fiscal Year 2016 Fourth Quarter Investment Report

Council Member Thomas moved to approve the consent agenda. Council Member Penson seconds the motion. Motion carried 6-0.

UNFINISHED BUSINESS

ORDINANCE NO. 2016-10-11-28 AN ORDINANCE AMENDING CHAPTER 16, ARTICLE III. NOISE, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY AMENDING CHAPTER 16, SECTION 16-54 AND BY ADDING NEW SECTIONS 16-82, 16-821, 16-83, 16-84, 16841, AND 16-85 REGARDING NOISE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

Council Member Gonzales asked to amend the Ordinance to increase to 70 dB from 65 dB for Commercial and Industrial Districts.

Council Member Brashar moved to approve An Ordinance No. 2016-10-11-28 with the amendment. Council Member Bega seconds the motion. Motion carried 6-0.

NEW BUSINESS

ORDINANCE NO. 2016-11-1-29 AN ORDINANCE AMENDING CHAPTER 42, ARTICLE IV. SOLID WASTE, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY AMENDING CHAPTER 42, SECTION 42-272 AND BY ADDING NEW SECTION 42-276 REGARDING BULKY WASTE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

Council Member Bega moved to approve Ordinance No. 2016-11-1-29. Council Member Penson seconds the motion. Motion carried 6-0.

RESOLUTION NO. 2016-11-1-20 A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2016 BASTROP COUNTY, TEXAS HAZARD MITIGATION PLAN DATED OCTOBER, 2016 AND MAKING CERTAIN FINDINGS RELATED THERETO

Council Member Brashar moved to approve Resolution No. 2016-11-1-20. Council Member Penson seconds the motion. Motion carried 6-0.

RESOLUTION NO. 2016-11-1-21 A RESOLUTION OF THE CITY OF ELGIN, TEXAS IN RECOGNITION OF MUNICIPAL COURT WEEK; RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

Council Member Thomas moved to approve Resolution No. 2016-11-1-21. Council Member Penson seconds the motion. Motion carried 6-0.

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.

Recess the Regular Council meeting and call to order Executive Session in a closed session.

None

RECONVENE

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

ANNOUNCEMENTS

- Trick-or-Treat Event
- Fireman's Awards Banquet
- TML Region Meeting

ADJOURNMENT

Mayor Cannon adjourned the meeting at 7:55 p.m.

APPROVED:

CHRIS CANNON
Mayor, Elgin, Texas

ATTEST:

AMELIA SANCHEZ
City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Approval of waiving the open container ordinance on Main Street from Lexington Road to Brenham Street; and on Second Street, First Street, Depot Street, Central Avenue, Austin Street, Brenham Street from Main Street to Avenue C; and on Avenue C from Brenham Street to 2nd Street on 2nd Thursdays January 12, February 9, March 9, April 13, May 11, June 8, July 13, August 10, September 14, October 12, November 9, December 14 from 5pm to 8pm for Sip Shop and Stroll.

DEPARTMENT: Community Development

PROPOSED ACTION:

Approve open container waiver request.

BACKGROUND:

Sip Shop and Stroll is a promotional event organized by the Main Street Board and the Chamber of Commerce to encourage local shopping and dining through the Shop Elgin First Dine Elgin First campaigns. Businesses are open for extended hours on 2nd Thursdays of each month and offer promotions such as in-store specials, live music, wine and beer tastings, prize drawings and refreshments. The Main Street Board and Chamber coordinate the event and marketing.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve waiving the open container ordinance on Main Street from Lexington Road to Brenham Street; and on Second Street, First Street, Depot Street, Central Avenue, Austin Street, Brenham Street from Main Street to Avenue C; and on Avenue C from Brenham Street to 2nd Street on 2nd Thursdays January 12,

February 9, March 9, April 13, May 11, June 8, July 13 August 10, September 14, October 12, November 9, December 14 from 5pm to 8pm for Sip Shop and Stroll.

ATTACHMENTS:

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

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



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

AN ORDINANCE TO READOPT AND CONTINUE CHAPTER 1, SECTION 1-27, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, REGARDING A JUVENILE CURFEW IN CONFORMITY WITH SECTION 370.002 OF THE TEXAS LOCAL GOVERNMENT CODE; AND TO REPEAL CHAPTER 24, ARTICLE IV. - JUVENILE CURFEW; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT: Police

PROPOSED ACTION:

Affirmation and continuation of existing Juvenile Curfew .

BACKGROUND:

Every three years we are required to review and re-adopt the Juvenile Curfew for the City of Elgin. This has proven again to be a valuable tool for the Police Department. Since the State has loosened and removed most of the Truancy laws this remains the best way for us to ensure that our school age children are not roaming the streets during school hours. The attached ordinance will re-adopt the Juvenile Curfew.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends the re-adoption of the Juvenile Curfew by approving the ordinance as presented.

ATTACHMENTS:

Ordinance to readopt and continue Chapter 1, Sec. 1-27 Juvenile Curfew repealing Chapter 24 Article IV.

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

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

AN ORDINANCE TO READOPT AND CONTINUE CHAPTER 1, SECTION 1-27, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, REGARDING A JUVENILE CURFEW IN CONFORMITY WITH SECTION 370.002 OF THE TEXAS LOCAL GOVERNMENT CODE; AND TO REPEAL CHAPTER 24, ARTICLE IV. - JUVENILE CURFEW; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, a Texas home-rule municipality may adopt ordinances that are for the good government, peace, or order of the municipality; and

WHEREAS, the City of Elgin, Texas has previously enacted provisions in its Code of Ordinances relating to juvenile curfew hours; and

WHEREAS, state law requires a home-rule municipality that has adopted a juvenile curfew ordinance to review that ordinance every three years to determine the ordinance's effects on the community and on the problems the ordinance was intended to remedy, to conduct public hearings on the need to continue the ordinance and then abolish, continue, or modify the ordinance; and

WHEREAS, after conducting the required review of the juvenile curfew ordinance in 2013, the City of Elgin continued the ordinance.

WHEREAS, after conducting a current review of the juvenile curfew ordinance to determine its effects on the community and on the problems the ordinance was intended to remedy, a report of which is attached as Exhibit A, the City of Elgin has determined that readopting and continuing the ordinance will enhance the good government, peace, or order of the municipality; Now Therefore

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

I.

That Chapter 1, Section 1-27, Revised Code of Ordinances, City of Elgin, 2013, is hereby adopted to read as follows:

Sec. 1-27. - Juvenile curfew.

(a) *Definitions.*

- (1) *Curfew hours* means:
 - a. 12:01 a.m. until 5:00 a.m. for every day of the week.
 - b. Between 8:00 a.m. and 3:00 p.m. on a Monday, Tuesday, Wednesday, Thursday or Friday when Elgin Independent School District public schools are in session.
- (2) *Emergency* means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.
- (3) *Establishment* means any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.
- (4) *Guardian* means:
 - a. A person who, under court order, is the guardian of this person of a minor; or
 - b. A public or private agency with whom a minor has been placed by a court.
- (5) *Minor* means any person under 17 years of age.
- (6) *Operator* means any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term included the members or partners of an association or partnership and the officers of a corporation.
- (7) *Parent* means a person who is:
 - a. A natural parent, adoptive parent, or stepparent of another person; or
 - b. At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.
- (8) *Public place* means any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.
- (9) *Remain* means to:
 - a. Linger or stay; or
 - b. Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.
- (10) *Serious bodily injury* means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

(b) *Offenses.*

- (1) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.
- (2) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (3) The owner, operator, or any employee of any establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

(c) *Defenses.*

- (1) It is a defense to prosecution under subsection (b) that the minor was:
 - a. Accompanied by the minor's parent or guardian;

- b. On an errand at the direction of the minor's parent or guardian, without any detour or stop;
- c. In a motor vehicle involved in interstate travel;
- d. Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- e. Involved in an emergency;
- f. On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
- g. Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Elgin, Elgin Independent School District, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Elgin, Elgin Independent School District, a civic organization, or another similar entity that takes responsibility for the minor.
- h. Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
- i. Married or had been married or had disabilities of minority removed in accordance with V.T.C.A. Texas Family Code ch. 31.

(2) It is a defense to prosecution under subsection (b) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(d) *Enforcement.* Before taking any enforcement action under this section, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense under subsection (c) is present.

(e) *Penalties.*

- (1) A person who violates a provision of this chapter is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00.
- (2) When required by V.T.C.A. Texas Family Code § 51.08, as amended, the municipal court shall waive original jurisdiction over a minor who violates subsection (b)(l) of this section and shall refer the minor to juvenile court.

II.

That Chapter 24, Article IV. - Juvenile Curfew, Revised Code of Ordinances, City of Elgin, 2013, is hereby deleted in its entirety and Article IV shall be reserved for future use.

ARTICLE IV. RESERVED

Secs. 24-97 – 24-101. Reserved.

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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 and **APPROVED** on first reading this the 6th day of December, 2016.

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ELGIN AGRARIAN, LLC FOR THE RE-ZONING AND DEVELOPMENT OF CERTAIN PROPERTY AT THE INTERSECTION OF LEXINGTON ROAD AND LOUISE ROAD AS A PLANNED DEVELOPMENT DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Administration

PROPOSED ACTION:

Consideration of request by Elgin Agrarian LLC to zone certain property as a Planned Development District and approval of the related "*Agreement and Development Plan - Elgin Agrarian LLC – Planned Development District (PDD)*"; and/or direction to staff as appropriate

BACKGROUND:

Discussed at previous meetings; This item is for formal approval of an agreement with Elgin Agrarian LLC (developer) defining the specific terms and conditions for their previously-approved Planned Development District project located at the northwest corner of Lexington Road and Louise Road.

The Planning and Zoning Commission previously made a recommendation to the Elgin City Council to approve a zoning change request submitted by Elgin Agrarian LLC to change the zoning on their property from R-1 Residential to PDD (Planned Development District). This past May, Council formed a committee to review and negotiate the creation of the PDD document. The committee and staff met over the past five months with the developer to finalize terms of the agreement; and all have now endorsed the document that is now being proposed.

Note: This agenda item is to approve the specific agreement with the developer; the accompanying agenda item is to amend the previously-approved PDD Zoning ordinance to

make this agreement part of and connected to said re-zoning.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval and adoption of the Resolution and Agreement as presented

ATTACHMENTS:

Resolution

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
ELGIN AGRARIAN, LLC FOR THE RE-ZONING AND
DEVELOPMENT OF CERTAIN PROPERTY AT THE
INTERSECTION OF LEXINGTON ROAD AND LOUISE ROAD AS A
PLANNED DEVELOPMENT DISTRICT AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, Elgin Agrarian LLC is the owner of certain real property consisting of 23.1 acres located at the northwest corner of Lexington Road and Louise Road in the City of Elgin (herein after referred to as the "Property"); and

WHEREAS, Elgin Agrarian LLC has submitted a request to zone the Property as a Planned Development District (the "PDD") and annex those portions of the Property adjacent to the current City Limits; and

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, Elgin Agrarian LLC has submitted a Development Plan setting forth the development conditions and requirements within the PDD; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on April 18, 2016, the City's Planning and Zoning Commission recommended approval of Elgin Agrarian LLCs application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City.

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

Section 1. The request by Elgin Agrarian LLC to zone the Property as described as a Planned Development District is hereby approved; and the City Manager is authorized to execute the "*Agreement and Development Plan - Elgin Agrarian LLC – Planned Development District (PDD)*", a copy of which is attached hereto and made part of this Resolution as if copied verbatim therein.

PASSED AND ADOPTED this 6th day of December, 2016.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 23.1 ACRES OF LAND KNOWN AS THE ELGIN AGRARIAN COMMUNITY, IN ELGIN, BASTROP COUNTY, TEXAS, AS THE ELGIN AGRARIAN COMMUNITY PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Administration

PROPOSED ACTION:

Consideration and adoption of the Ordinance as presented; and further direction to staff, if any, as deemed appropriate by the Council as a whole.

BACKGROUND:

At the May 3rd meeting; the Planning and Zoning Commission made a recommendation to the Elgin City Council to approve a zoning change request submitted by Elgin Agrarian Community to change the zoning on their property from R-1 Residential to PDD (Planned Development District). On May 10th, Council formed a committee to review and negotiate the creation of the PDD document. The committee has met over the course of 5 months and is now ready to recommend the PDD Document.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the ordinance amending the official Zoning Map of the City of Elgin,

Texas adopted in Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013 and making this amendment a part of the said Official Zoning Map, to wit: to originally zone 23.1 acres of land known as the Elgin Agrarian Community, in Elgin, Bastrop County, Texas, as the Elgin Agrarian Community Planned Development District (PDD); and providing for a savings clause and repealing conflicting ordinances and resolutions.

ATTACHMENTS:

Proposed Zoning Change Ordinance

Exhibit "A"

Exhibit "B"

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

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

ORDINANCE NO. 2016-12-_____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 23.1 ACRES OF LAND KNOWN AS THE ELGIN AGRARIAN COMMUNITY, IN ELGIN, BASTROP COUNTY, TEXAS, AS THE ELGIN AGRARIAN COMMUNITY PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City of Elgin, Texas has recently annexed 23.1 acres of land known as the Elgin Agrarian Community in Elgin, Bastrop County, Texas, being more fully described in Exhibit "A" of the PDD (the "Property, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 18th day of April, 2016, 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 that the Official Zoning Map be amended so that the Property in Exhibit "A" be originally zoned as the Elgin Agrarian Planned Development District, and

WHEREAS, on the 3rd day of May, 2016, after proper notification, the City Council held a public hearing on the proposed original zoning, and

WHEREAS, the City Council determines that the zoning provided for herein promotes 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, Section 46, Revised Code of Ordinances, City of

Elgin, Texas, 2013, concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has hereby determined the Planned Development District (PDD) meets the following goals and objectives:

- (1) The development in the PDD is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The P.D.D. does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare.
- (3) The P.D.D. is adequately provisioned by essential public facilities and services.
- (4) The P.D.D. will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013, is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as the Elgin Agrarian Planned Development District and that the Mayor is hereby authorized and directed to enter into the Development Plan for the PDD attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

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 this ____ day of _____, 2016.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2016.

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

22.061 ACRES
ELGIN AGRARIAN COMMUNITY
ZONING TRACT

FN. NO. 16-417(MJJ)
NOVEMBER 10, 2016
JOB NO. 222010450

DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 22.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap found at the intersection of the northerly right-of-way line of Louise Street (60' R.O.W.) with the westerly right-of-way line of Lexington Road (R.O.W. varies), being the southeasterly corner of said Lot 2, for the southeasterly corner hereof;

THENCE, N62°35'41"W, leaving the westerly right-of-way line of Lexington Road, along the northerly right-of-way line of Louise Street, being a portion of the southerly line of said Lot 2 and hereof, a distance of 284.11 feet to a 1/2 inch iron rod with cap found at the southeasterly corner of Lot 1 of said Mary Christian Burleson Homestead Subdivision, being an angle point in the southerly line of said Lot 2;

THENCE, leaving the northerly right-of-way line of Louise Street, along the easterly, northerly and westerly lines of said Lot 1, being a portion of the southerly line of said Lot 2, for a portion of the southerly line hereof, the following three (3) courses and distances:

- 1) N27°24'57"E, a distance 260.66 feet to a 1/2 inch iron rod with cap found at the northeasterly corner of said Lot 1;
- 2) N62°35'40"W, a distance of 167.32 feet to a 1/2 inch iron rod with cap found at the northwesterly corner of said Lot 1;
- 3) S27°19'48"W, a distance of 260.66 feet to a 1/2 inch iron rod with cap found in the northerly right-of-way line of Louise Street, being the southwesterly corner of said Lot 1 and an angle point in the southerly line of the southerly line of said Lot 2, for an angle point hereof;

THENCE, N62°35'41"W, along the northerly right-of-way line of Louise Street, being a portion of the southerly line of said Lot 2 and hereof, a distance of 362.46 feet to a 1/2 inch iron rod found at the southeasterly corner of that certain 1.895 acre tract of land conveyed to Franco Ramos Posaadas and Emma Ramos by deed of record in Volume 2238, Page 241 of the Deed Records of Bastrop County, Texas, being the southwesterly corner of said Lot 2, for the southwesterly corner hereof;

THENCE, N25°41'59"E, leaving the northerly right-of-way line of Louise Street, along the easterly line of said 1.895 acre tract and the easterly line of that certain 6.117 acre tract of land conveyed to James Charles Haisler and wife, Dolores Caballero Haisler by deed of record in Volume 927, Page 548 of said Deed Records, being the westerly line of said Lot 2 and hereof, a distance of 1190.35 feet to an iron pipe found in the southerly line of that certain 2.00 acre tract of land conveyed to James Charles Haisler by deed of record in Volume 499, Page 500 of said Deed Records, being the northeasterly corner of said 6.117 acre tract of land and the northwesterly corner of said Lot 2, for the northwesterly corner hereof;

THENCE, S63°09'32"E, along a portion of the southerly line of said 2.00 acre tract, being a portion of the northerly line of said Lot 2, for a portion of the northerly line hereof, a distance of 55.79 feet to a 1/2 inch iron rod with cap found at the southwesterly corner of that certain 5.326 acre tract of land conveyed to David G. Parsons and Donna M. Parsons by deed of record in Volume 873, Page 145 of said Deed Records, being the southeasterly corner of said 2.00 acre tract, for an angle point hereof;

THENCE, along the southerly line of said 5.326 acre tract of land, being a portion of the northerly and easterly lines of said Lot 2, for a portion of the northerly and easterly lines hereof, the following two (2) courses and distances:

- 1) S62°11'08"E, a distance of 823.82 feet to a 1/2 inch iron rod found at the northeasterly corner of said Lot 2, for the northeasterly corner hereof;
- 2) S27°07'51"W, a distance of 470.03 feet to a 1/2 inch iron rod found in the northerly right-of-way line of Lexington Road, being the southernmost southwesterly corner of said 5.326 acre tract and an angle point in the easterly line of said Lot 2;

THENCE, along a portion of the northerly and westerly right-of-way line of Lexington Road, being a portion of the westerly line of said Lot 2, for a portion of the westerly line hereof, the following two (2) courses and distances:

- 1) N63°49'30"W, a distance of 26.28 feet to a 1/2 inch iron rod with cap found;

FN 16-417 (MJJ)
NOVEMBER 10, 2016
PAGE 3 OF 3

- 2) S27°56'14"W, a distance of 713.93 feet to the **POINT OF BEGINNING**, containing an area of 22.061 acres (960,961 sq. ft.) of land, more or less, within these metes and bounds.

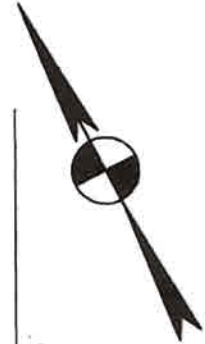
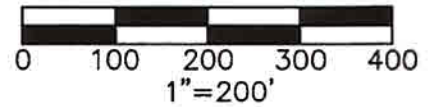
STANTEC CONSULTING
SERVICES INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701

Mark J. Jezisek 11/10/16
MARK J. JEZISEK / DATE
R.P.L.S. NO. 5627
STATE OF TEXAS
TBPLS # F-10194230
mark.jezisek@stantec.com



LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING



2.00 ACRES
JAMES CHARLES
HAISLER
VOL. 499, PG. 500

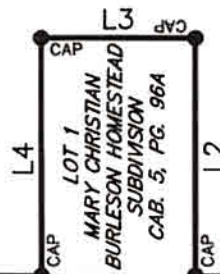
5.326 ACRES
DAVID G. PARSONS AND
DONNA M. PARSONS
VOLUME 873, PAGE 145

6.117 ACRES
JAMES CHARLES HAISLER AND
WIFE, DOLORES CABALLERO HAISLER
VOLUME 927, PAGE 548

1.895 ACRES
FRANCO RAMOS POSADAS
AND EMMA RAMOS
VOLUME 2238, PAGE 241

22.061 ACRES
(960,961 SQ. FT.)

LOT 2
MARY CHRISTIAN BURLESON
HOMESTEAD SUBDIVISION
CABINET 5, PAGE 96A



S27°56'14"W 713.93'
LEXINGTON ROAD (R.O.W. VARIES)

RED TOWN
ADDITION
CAB. 2
PG. 203B

LOUISE STREET (60' R.O.W.)

P.O.B.



Stantec

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SKETCH TO ACCOMPANY DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN BASTROP COUNTY, TEXAS,
BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION,
A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96A OF THE PLAT
RECORDS OF BASTROP COUNTY, TEXAS.

**ELGIN AGRARIAN
COMMUNITY**

SHEET 1 OF 2

DATE: 11-10-2016

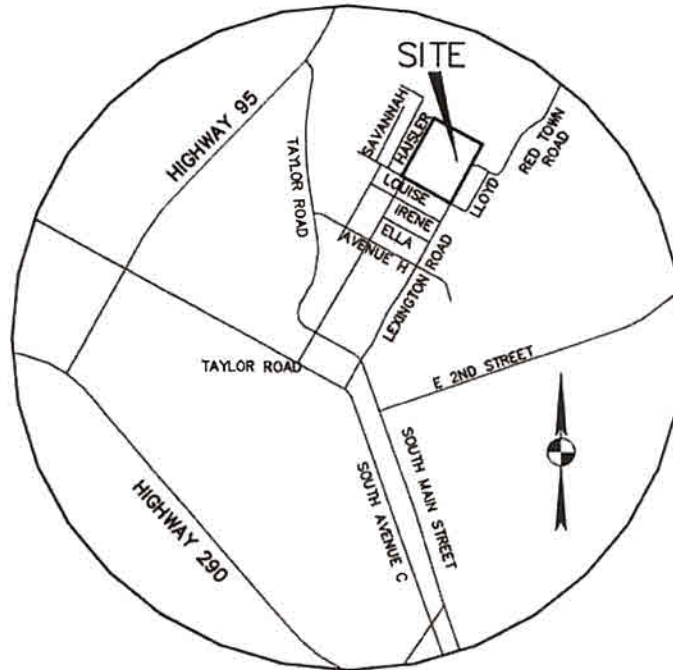
DRAWN BY: M.J.J.

FN: 16-417(MJJ)

FILE: V:\2220\SURVEY\222010450EX1.DWG

PROJECT No. 222010450

V:\2220\active\222010450\survey\222010450EX1.dwg Nov 11, 16 8:46 AM by: mjezisek



VICINITY MAP

N.T.S.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N62°35'41"W	284.11'
L2	N27°24'57"E	260.66'
L3	N62°35'40"W	167.32'
L4	S27°19'48"W	260.66'
L5	N62°35'41"W	362.46'
L6	S63°09'32"E	55.79'
L7	N63°49'30"W	26.28'



BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.



Stantec

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SKETCH TO ACCOMPANY DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN BASTROP COUNTY, TEXAS, BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96a OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS.

**ELGIN AGRARIAN
COMMUNITY**

SHEET 2 OF 2

DATE: 11-10-2016

DRAWN BY: M.J.J.

FN: 16-417(MJJ)

FILE: V:\2220\SURVEY\222010450EX1.DWG

PROJECT No. 222010450

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EXHIBIT "B"

AGREEMENT AND DEVELOPMENT PLAN

ELGIN AGRARIAN COMMUNITY (EACO)

PLANNED DEVELOPMENT DISTRICT (PDD)

THE STATE OF TEXAS §
COUNTY OF BASTROP §

THIS AGREEMENT AND DEVELOPMENT PLAN (this "Agreement") is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and ELGIN AGRARIAN, LLC. , its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 23.1 acres, as more particularly described in **Exhibit "A-E"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and annex those portions of the Property adjacent to the current City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on ___April 18, 2016, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

1.

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2. ANNEXATION

Upon approval of this Agreement, Owner agrees to the full purpose annexation of the Property.

3. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

4. ZONING VIOLATION

The Owner, his successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Bastrop County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

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

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Bastrop County, Texas and venue for any action arising hereunder shall be in Bastrop County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER

CITY OF ELGIN, TEXAS

ELGIN AGRARIAN, LLC
28 North Main Street
Elgin, Texas 78621
Attn: Sean Garretson

City of Elgin, Texas
P.O. Box 591
Elgin, Texas 78621
Attn: City Manager

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

5.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

5.13 Sunset Provision

In the event that a permit has not been pulled for at least some part of the Property under this PDD within two (2) years after this PDD's effective date then this PDD shall be automatically voided and the zoning shall revert to the zoning ordinances in effect at the time of approval of this PDD.

II

DEVELOPMENT PLAN ("Plan")

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. PROPERTY

This PDD and attached Concept Plan covers approximately 23.1 acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto (the "Property"). This does not include the 1.0 acre of the Mary Christian Burleson (MCB) homestead. However, the MCB Foundation and the developer for the adjacent 23.1 acres will create and agree upon a parking agreement to accommodate visitor traffic to the MCB Foundation. This will be done prior to site plan approval.

3. PURPOSE

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code. The Parties agree to the overall development plan and Variances to the City of Elgin Subdivision Ordinance set forth on Exhibit "B."

- This PDD supplants Chapter 46, Zoning District Regulations, including but not limited to Height, Area, Use for any and all of the Zoning Districts, and specifically not limited to items such as building height, masonry requirements, fencing, side/rear/front/back yard requirements and lot width.
- This development will not be required to follow the slope and pitch requirements in the

Building Code.

- This development has the right to install solar panels on all buildings.
- This development has the right to request waivers of fees.
- All dumpster enclosures within the development shall comply with the screening requirements of the city code.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. PERMITTED USES

The Property shall be used and developed as shown in the Permitted Uses section of **Exhibit "B."** **Exhibit "C"** depicts the development standards for the Residential Parcels within the Property. A Condominium Association will be created to govern the common spaces including the dog parks, hike/bike trail, streets, sidewalks, detention ponds, lift station, street lights and other similar items in the common spaces.

A Cooperative will be created that governs the land owned by the Cooperative. This cooperative will oversee maintenance and ownership of common areas including the Amenity Center, 2-3 Courtyards, Storage Units and other similar space. Each member of the Cooperative will pay a fee, and portions of that fee will go towards ownership and maintenance of these common areas. The Cooperative will also hold total liability for the common spaces owned by the Cooperative.

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened consistent with the utility provider's specifications or other requirements. Solar arrays on houses, commercial buildings and over parking lots will be allowed but must be approved by city and utility providers.

7. DRIVEWAY ACCESS TO LOUISE AND LEXINGTON

The Property identified on **Exhibit "C"** attached hereto, shall be permitted two (2) street access points onto Lexington Road and one (1) street access point onto Louise at the locations generally shown on Exhibit "C". These street access points shall be allowed both right and left turn options from the Property onto the roadways. The Parties agree that as site plans are designed the exact location of the access points may change slightly but will adhere to the

general layout as described in Exhibit A.

8. PARKLAND DEDICATION

The parkland dedication requirements for the Property shall be met in full by providing the following items, which are also illustrated on Exhibit A & D. These shall be dedicated to and maintained by condominium owner's association ("COA"), and the City shall not be responsible for the operation and maintenance of items listed below. These will be open to the public, but the hours of operation and other rules and regulations shall be determined solely in the discretion of the COA. Owner and City agree, to the extent feasible, to coordinate the connection of the Plan's trails with the City's trail system at the Property border.

8.1 Parkland Required

In accordance with the Sec 36-370 (c) (3) of the Elgin Municipal Code, the parkland dedication requirement is 6 acres/1,000 residents * 2.8 residents/household * 80 households is 1.344 acres. The developer has donated 1 acre to the Mary Christian Burleson Foundation in support of their efforts to preserve the home's historic significance and provide educational programs about the pioneer's lifestyle. The developer has donated more than is required under the existing Elgin code. The MCB land shall remain parkland, even if the MCB property reverts back to the developer (per separate agreement between Developer and MCBF).

8.2 Trail and Drainage System

The Owner shall construct a nearly one-mile hike and bike trail around the perimeter of the 24-acres that will be open to the public. This will be comprised of decomposed granite, paved or any other similar material approved by the City located as generally shown on **Exhibit A and D**. The area of this trail is expected to be at least 2 acres, more than fulfilling the required parkland dedication. The entirety of the trail network will be on private property and not within the right-of-way, except for the trail portion along Louise and Lexington, which will be in the right-of-way. These portions of the trail within the right-of-way will be paved in accordance with City trail requirements but maintained by the COE. The trail system shall be complete within four (4) years from the date that the site development plan is approved by the City of Elgin.

8.3 Parkland and Pocket Parks

The Owner shall designate acreage for parkland in the area generally shown on Exhibit "A". The parkland will include at least two (2) pocket parks averaging ½ acre in size. A dog park may also be included in this space. Said parkland shall be dedicated to and maintained by the COA, and the City shall not be responsible for the operation and maintenance of said parkland.

At least two (2) open spaces within the residential areas will be created as open spaces for the residents, but also open to the public. Part of this open space will be in between the Amenity Center (see below) space for the residents and the farm.

8.4 Amenity Center

The Owner shall construct at least one (1) amenity or community center at least 2,000 square feet in size for use by EACO residents only subject to the governing documents of the Cooperative and for the use of residents and their guests.

9. SIGNS

- 9.1 **General and Variances** Signage for all parcels within the Property shall be governed by City's ordinances except as varied in accordance with Exhibits A-C. Owner may use the walls of the barn and a proposed water tower for signage, by painting signage on the walls of the barn and water tower, with approval by the City. A Master Signage Plan will be submitted as part of site development permitting process.

10. WATER AND WASTEWATER

- 10.1 Potable water and wastewater will be provided by City of Elgin to the property line. The farm will be allowed to have a well (designed within Texas, City and Groundwater District standards), but all other buildings will only use City water.

11. WATER QUALITY, DETENTION, AND IMPERVIOUS COVER

- 11.1 This project will not provide water quality.

12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS

- 12.1 This project will not provide mutual access agreements on parking lots, driveways and adjoining properties as encouraged on Section 36-514.8 of the Code of Ordinances. This project will not provide connectivity to adjacent properties.

13. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS

- 13.1 Except as provided herein, the Code's requirements related to streets, blocks, lots, sidewalks, building lines and setbacks, drainage and storm sewers and other matters shall apply except as varied in accordance with Exhibit A-C. "Lot" shall mean building site where it applies to residential or commercial "lots". Water captured from roofs may be stored and used for irrigation purposes.

14 PUBLIC IMPROVEMENT DISTRICT

At any time during the existence of the PDD, Owner may petition the City for the

creation of a Public Improvement District ("PID") , or request assistance in general, in order to assist in funding of the development in order to enhance the quality of the development and connectedness of the community. The creation of the PID, or general assistance, will be subject to the discretion of the City and all applicable statutes. The City reserves the right to not approve any PID or funding request for the Property.

15 CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

15.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved in writing, by the City Manager. Minor changes can include: building site size dimensions and street configurations provided that the acreage of each individual residential building site or Commercial Development Parcel does not increase or decrease by more than ten (10%) percent.

15.2 Major Changes

All changes not permitted under section 12.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

15.3 Deed Restrictions and Creation of a Condominium Association

The Owner shall create a Condominium Association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The Association shall be created and deed restrictions recorded before commencement of any development on all or any portion of the Property. The deed restrictions shall be submitted to the City for review to determine consistency with this Agreement before recording. The Association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Bastrop County, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern. City shall review any proposed changes for consistency.

**Elgin Agrarian, LLC
By its General Partner
Pegasus Planning and Development**

Manager:

Pegasus Planning and Development

**By: _____
Sean Garretson, President**

CITY OF ELGIN

**By: _____
CHRIS CANNON, Mayor**

ATTEST:

**By: _____
AMELIA SANCHEZ, CITY SECRETARY**

**STATE OF TEXAS
BASTROP COUNTY**

Sworn and subscribed before me this the ____ day of ____, 2016 by Chris Cannon, Mayor, City of Elgin, Texas.

SEAL

Signature of Notary

**STATE OF TEXAS
BASTROP COUNTY**

Sworn and subscribed before me this the — day of _____, 2016 by _____ City Secretary, City of Elgin, Texas.

SEAL

Signature of Notary

EXHIBIT "A"

22.061 ACRES
ELGIN AGRARIAN COMMUNITY
ZONING TRACT

FN. NO. 16-417(MJJ)
NOVEMBER 10, 2016
JOB NO. 222010450

DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 22.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap found at the intersection of the northerly right-of-way line of Louise Street (60' R.O.W.) with the westerly right-of-way line of Lexington Road (R.O.W. varies), being the southeasterly corner of said Lot 2, for the southeasterly corner hereof;

THENCE, N62°35'41"W, leaving the westerly right-of-way line of Lexington Road, along the northerly right-of-way line of Louise Street, being a portion of the southerly line of said Lot 2 and hereof, a distance of 284.11 feet to a 1/2 inch iron rod with cap found at the southeasterly corner of Lot 1 of said Mary Christian Burleson Homestead Subdivision, being an angle point in the southerly line of said Lot 2;

THENCE, leaving the northerly right-of-way line of Louise Street, along the easterly, northerly and westerly lines of said Lot 1, being a portion of the southerly line of said Lot 2, for a portion of the southerly line hereof, the following three (3) courses and distances:

- 1) N27°24'57"E, a distance 260.66 feet to a 1/2 inch iron rod with cap found at the northeasterly corner of said Lot 1;
- 2) N62°35'40"W, a distance of 167.32 feet to a 1/2 inch iron rod with cap found at the northwesterly corner of said Lot 1;
- 3) S27°19'48"W, a distance of 260.66 feet to a 1/2 inch iron rod with cap found in the northerly right-of-way line of Louise Street, being the southwesterly corner of said Lot 1 and an angle point in the southerly line of the southerly line of said Lot 2, for an angle point hereof;

THENCE, N62°35'41"W, along the northerly right-of-way line of Louise Street, being a portion of the southerly line of said Lot 2 and hereof, a distance of 362.46 feet to a 1/2 inch iron rod found at the southeasterly corner of that certain 1.895 acre tract of land conveyed to Franco Ramos Posaadas and Emma Ramos by deed of record in Volume 2238, Page 241 of the Deed Records of Bastrop County, Texas, being the southwesterly corner of said Lot 2, for the southwesterly corner hereof;

THENCE, N25°41'59"E, leaving the northerly right-of-way line of Louise Street, along the easterly line of said 1.895 acre tract and the easterly line of that certain 6.117 acre tract of land conveyed to James Charles Haisler and wife, Dolores Caballero Haisler by deed of record in Volume 927, Page 548 of said Deed Records, being the westerly line of said Lot 2 and hereof, a distance of 1190.35 feet to an iron pipe found in the southerly line of that certain 2.00 acre tract of land conveyed to James Charles Haisler by deed of record in Volume 499, Page 500 of said Deed Records, being the northeasterly corner of said 6.117 acre tract of land and the northwesterly corner of said Lot 2, for the northwesterly corner hereof;

THENCE, S63°09'32"E, along a portion of the southerly line of said 2.00 acre tract, being a portion of the northerly line of said Lot 2, for a portion of the northerly line hereof, a distance of 55.79 feet to a 1/2 inch iron rod with cap found at the southwesterly corner of that certain 5.326 acre tract of land conveyed to David G. Parsons and Donna M. Parsons by deed of record in Volume 873, Page 145 of said Deed Records, being the southeasterly corner of said 2.00 acre tract, for an angle point hereof;

THENCE, along the southerly line of said 5.326 acre tract of land, being a portion of the northerly and easterly lines of said Lot 2, for a portion of the northerly and easterly lines hereof, the following two (2) courses and distances:

- 1) S62°11'08"E, a distance of 823.82 feet to a 1/2 inch iron rod found at the northeasterly corner of said Lot 2, for the northeasterly corner hereof;
- 2) S27°07'51"W, a distance of 470.03 feet to a 1/2 inch iron rod found in the northerly right-of-way line of Lexington Road, being the southernmost southwesterly corner of said 5.326 acre tract and an angle point in the easterly line of said Lot 2;

THENCE, along a portion of the northerly and westerly right-of-way line of Lexington Road, being a portion of the westerly line of said Lot 2, for a portion of the westerly line hereof, the following two (2) courses and distances:

- 1) N63°49'30"W, a distance of 26.28 feet to a 1/2 inch iron rod with cap found;

FN 16-417(MJJ)
NOVEMBER 10, 2016
PAGE 3 OF 3

- 2) S27°56'14"W, a distance of 713.93 feet to the **POINT OF BEGINNING**, containing an area of 22.061 acres (960,961 sq. ft.) of land, more or less, within these metes and bounds.

STANTEC CONSULTING
SERVICES INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701

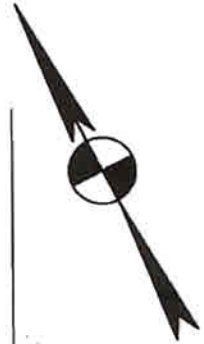
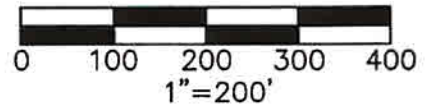
Mark J. Jezisek 11/10/16

MARK J. JEZISEK DATE
R.P.L.S. NO. 5267
STATE OF TEXAS
TBPLS # F-10194230
mark.jezisek@stantec.com



LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING



2.00 ACRES
JAMES CHARLES
HAISLER
VOL. 499, PG. 500

5.326 ACRES
DAVID G. PARSONS AND
DONNA M. PARSONS
VOLUME 873, PAGE 145

S62°11'08"E 823.82'

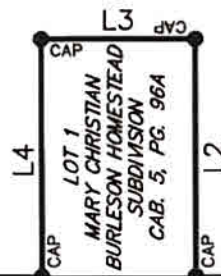
6.117 ACRES
JAMES CHARLES HAISLER AND
WIFE, DOLORES CABALLERO HAISLER
WIFE, DOLORES CABALLERO HAISLER
VOLUME 927, PAGE 548

N25°41'59"E 1190.35'

22.061 ACRES
(960,961 SQ. FT.)

LOT 2
MARY CHRISTIAN BURLESON
HOMESTEAD SUBDIVISION
CABINET 5, PAGE 96A

1.895 ACRES
FRANCO RAMOS POSADAS
AND EMMA RAMOS
VOLUME 2238, PAGE 241



S27°56'14"W 713.93'

LEXINGTON ROAD (R.O.W. VARIES)

RED TOWN
ADDITION
CAB. 2
PG. 203B

LOUISE STREET (60' R.O.W.)

P.O.B.



Stantec

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SKETCH TO ACCOMPANY DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN BASTROP COUNTY, TEXAS,
BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION,
A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96A OF THE PLAT
RECORDS OF BASTROP COUNTY, TEXAS.

**ELGIN AGRARIAN
COMMUNITY**

SHEET 1 OF 2

DATE: 11-10-2016

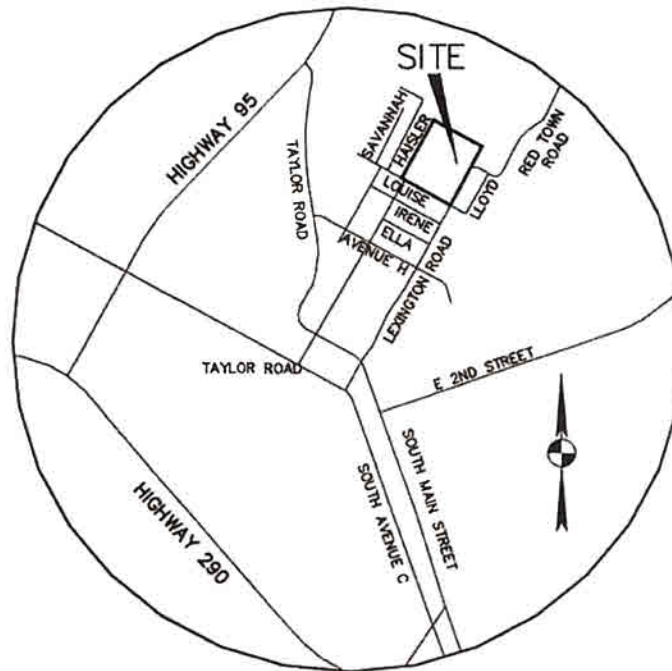
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FN: 16-417(MJJ)

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PROJECT No. 222010450

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VICINITY MAP
N.T.S.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N62°35'41"W	284.11'
L2	N27°24'57"E	260.66'
L3	N62°35'40"W	167.32'
L4	S27°19'48"W	260.66'
L5	N62°35'41"W	362.46'
L6	S63°09'32"E	55.79'
L7	N63°49'30"W	26.28'



BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.



Stantec

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SKETCH TO ACCOMPANY DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN BASTROP COUNTY, TEXAS, BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96a OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS.

**ELGIN AGRARIAN
COMMUNITY**

SHEET 2 OF 2

DATE: 11-10-2016

DRAWN BY: M.J.J.

FN: 16-417(MJJ)

FILE: V:\2220\SURVEY\222010450EX1.DWG

PROJECT No. 222010450

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EXHIBIT A – “THE PLAN”

Elgin Agrarian Community - Elgin, Texas

Stattec

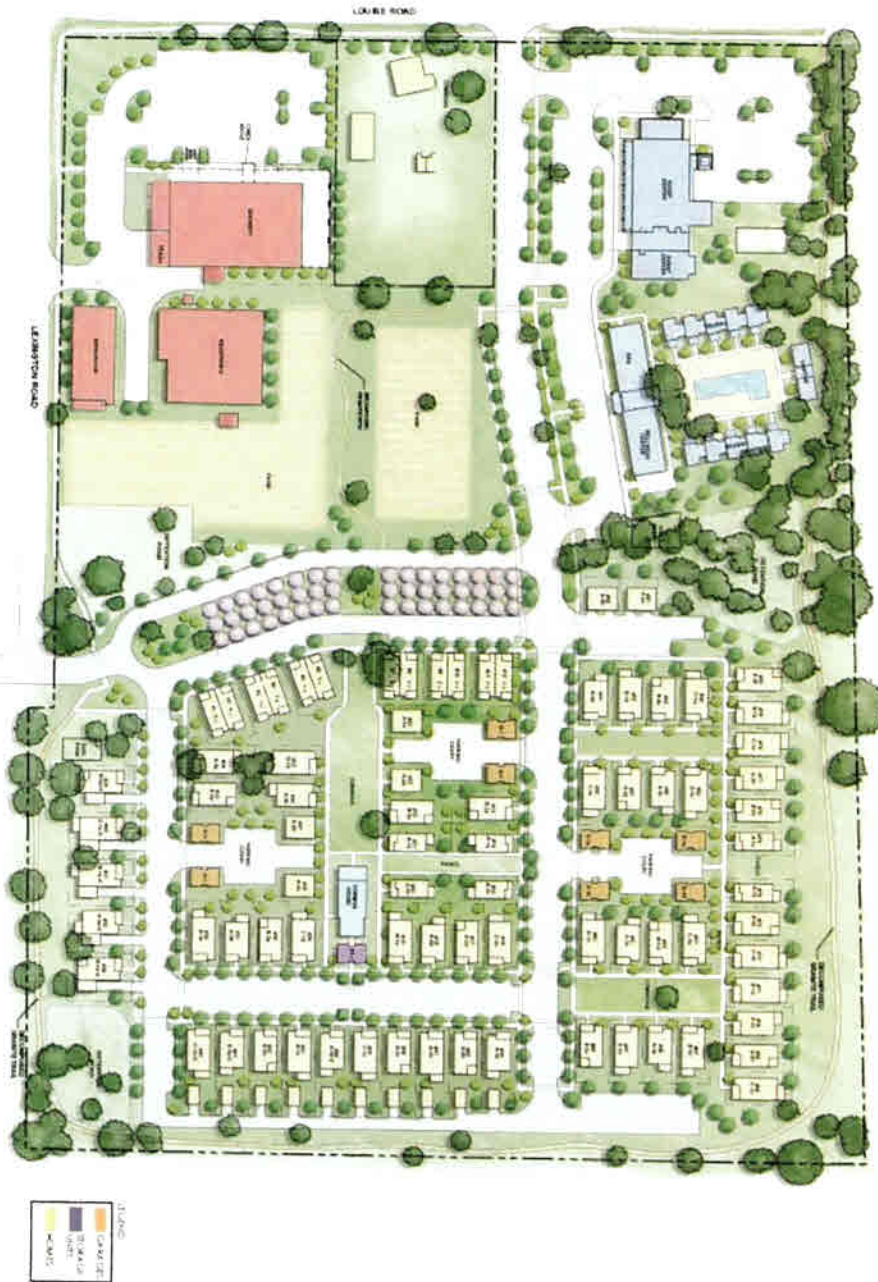


EXHIBIT B - "PERMITTED USES"

Permitted Uses, Project Density and Dimensional and Development Standards

Owner envisions the development of the Property as a mix of uses, including detached single family residential, duplexes, zero-lot line homes, carriage houses, a community center, a commercial brewery and tasting room, working farm, an events center, an exercise/spa facility, and short-term stay units. To the greatest extent practicable, open space and existing natural features will be preserved and enhanced. In order to best achieve this mix of uses and preservation of natural features, this agreement establishes a variety of uses that may be developed on the property, and which necessitates a clustering of housing:

A. **Permitted Uses**: The following uses shall be permitted on the Property in accordance with the City's zoning districts as defined on the Effective Date:

1. **Residential**: The Residential Tract (see Exhibit E), shall have all the permitted uses identified in R-1, R-2, R-3, and A-Multiple-Family Residential zoning. In addition, a community center, not to exceed 2,500 square feet is a permitted use.
2. **Commercial**: All uses that would be permitted in the Downtown Overlay shall be permitted in Commercial Tract A, Commercial Tract B, and Commercial Tract C (see Exhibit E). Commercial uses are likely to include a brewery and tasting room, an events center, and a spa and ten short-term stay units, as provided in the conceptual plan.
3. **Agricultural**: In the Agricultural Tract (see Exhibit E), all uses provided for in R-1 shall be permitted, particularly the growing of food.

B. **Maximum Project Densities**

The maximum densities are outlined below. General building locations are identified on the PDD Plan (Exhibit A). The sizes and final locations of each building may shift, as long as the maximum densities are not exceeded.

a. **Residential Tract**

- i. Residential Density shall not exceed 80 units, or 5.7 units/acre.
- ii. Storage units for Residents only
- iii. Detached Garages for Residents only
- iv. A Community Center, not to exceed 2,500 square feet.

b. **Commercial Tract A**

- i. A brewery and tasting room, not to exceed 15,000 square feet,
- ii. An Outside patio of 2,000 square feet
- iii. A loading dock

c. **Commercial Tract B**

- i. An events center, not to exceed 8,500 square feet

d. **Commercial Tract C**

- i. A spa and exercise facility not to exceed 5,000 square feet, including
 1. Ten guest cabins, not to exceed 500 square feet each.
 2. An additional guest cabin not to exceed 900 square feet
 3. A swimming pool and deck
 4. Other common areas, as necessary

e. **Agricultural Tract**

- i. An aquaponics facility, not to exceed 12,000 square feet
- ii. Field crops, not to exceed 3 acres
- iii. A residence for the farmer
- iv. A barn, appropriately sized for the aquaponics facility and field crops.

Project density may be distributed evenly or may be clustered utilizing a conservation or clustered development plan provided that the maximum density for each of the designated areas above does not exceed the applicable maximum density for such designated area and subject to the applicable use, building site type and size restrictions for such designated area, all as described herein and depicted on the Conceptual Land Use Plan.

C. Design Standards In accordance with Section 46-470, the ordinance establishes the following design guidelines for height, floor-area ratio, off-street parking and loading, and other standards.

- a. Unified Development The property shall be treated as a unified development for the purposes of requirements relating to drainage, structural and non-structural water quality and detention control, impervious cover, utility service, traffic impact analysis, landscaping, open space, green space, and tree replacement and mitigation.
- b. Height Limits Height shall be measured from the highest natural grade under the slab. Allowable height is exclusive of chimneys, architectural features, tower elements, parapets, or similar design elements and buildings may not exceed the following heights:
 - i. Residential Buildings: May not exceed 3 stories, or 40 feet.
 - ii. All other buildings: May not exceed 50 feet in height, as provided in Regulation 46-392 for C-2 General Commercial Districts.
- c. Floor Area Ratio:
 - i. Residential Tract: Floor-Area Ratio in the Residential Tract shall not exceed what would be allowable for development in an R-3 Single Family District.
 - ii. All other tracts: Floor-Area Ratio in the other tracts shall not exceed what would be allowable for a C-2 General Commercial District.
- d. Parking Requirements
 - i. In general, on-street parking shall be counted towards minimum parking requirements.
 - ii. Residential Tract:
 - 1. For residences, the minimum parking requirement shall be 2 spaces per unit.
 - 2. It is envisioned that the Community Center will principally serve residents of the Property. Therefore, only 3 spaces per 1,000 conditioned square feet shall be required. In addition, on-street parking shall count towards the off-street parking requirement.
 - iii. Commercial Tracts: The Commercial Tracts shall have parking requirements equivalent to those provided in regulation 46-635.
 - iv. Agricultural Tract: The Agricultural Tract shall have parking, loading and unloading as necessary for all operations.

- v. Mary Christian Burleson Tract: The developer and MCB Foundation will create a mutually-agreed upon parking agreement prior to site plan approval, even though the MCBF site plan for their specific tract may not be finalized at the time of site plan submittal for the Elgin Agrarian development.
- vi. All parking spaces in parking lots shall be 9 feet by 17.5 feet. All street parking spaces shall be 8 feet by 22 feet.
- e. Building Setbacks No internal building setbacks shall be required. Property perimeter boundary shall be as follows.
 - Streets: 15 feet
 - Side: 10 feet
 - Rear: 10 feet
- f. Trail network. The proposed trail may be built with the approval by the City in the Right of Way and within the setbacks.

EXHIBIT C – “RESIDENTIAL STANDARDS”

The goals of the EACO project are to cluster the housing, create walkability, offer different housing types, provide food, offer healthy living, and provide job opportunities.

Approximately seven (7) unit types will be offered to homeowners. Each unit type will have different parking options from garage, covered parking, or open parking lot. There will be numerous Storage facilities throughout the residential portion of the PDD for use by residents.

BUILDING SITE SIZE:

Among these 7 unit types, there are approximately 5 building site types which are planned.. In comparing Existing Residential Zoning in Elgin to these building sites, the EACO building sites range from 1500 square feet to 3,750 square feet compared to Elgin’s 3,000 square feet to 9,000 square feet minimum. In order to reach the goals of farming and open space, we must cluster the homes on smaller lots in smaller houses, than is typical in today’s suburban residential development patter,. By clustering 5-12 units in pods, a stronger sense of community is created.

50’X75’- Units A1-C2 with single garages

35’X70’- Units A1-C2

35’X85’-Garden homes

45’X60’- Townhomes

25’X60’-Tiny Homes

<u>ZONING</u>	<u>LOT SF</u>
Existing Zoning R1	9000
Existing Zoning R2	7500
Existing Zoning R3	6000
<i>Zero Lot Line in R3</i>	3000
EACO Largest LOT	3750
EACO Smallest LOT	1500

EXHIBIT D: "OPEN SPACE PLAN"

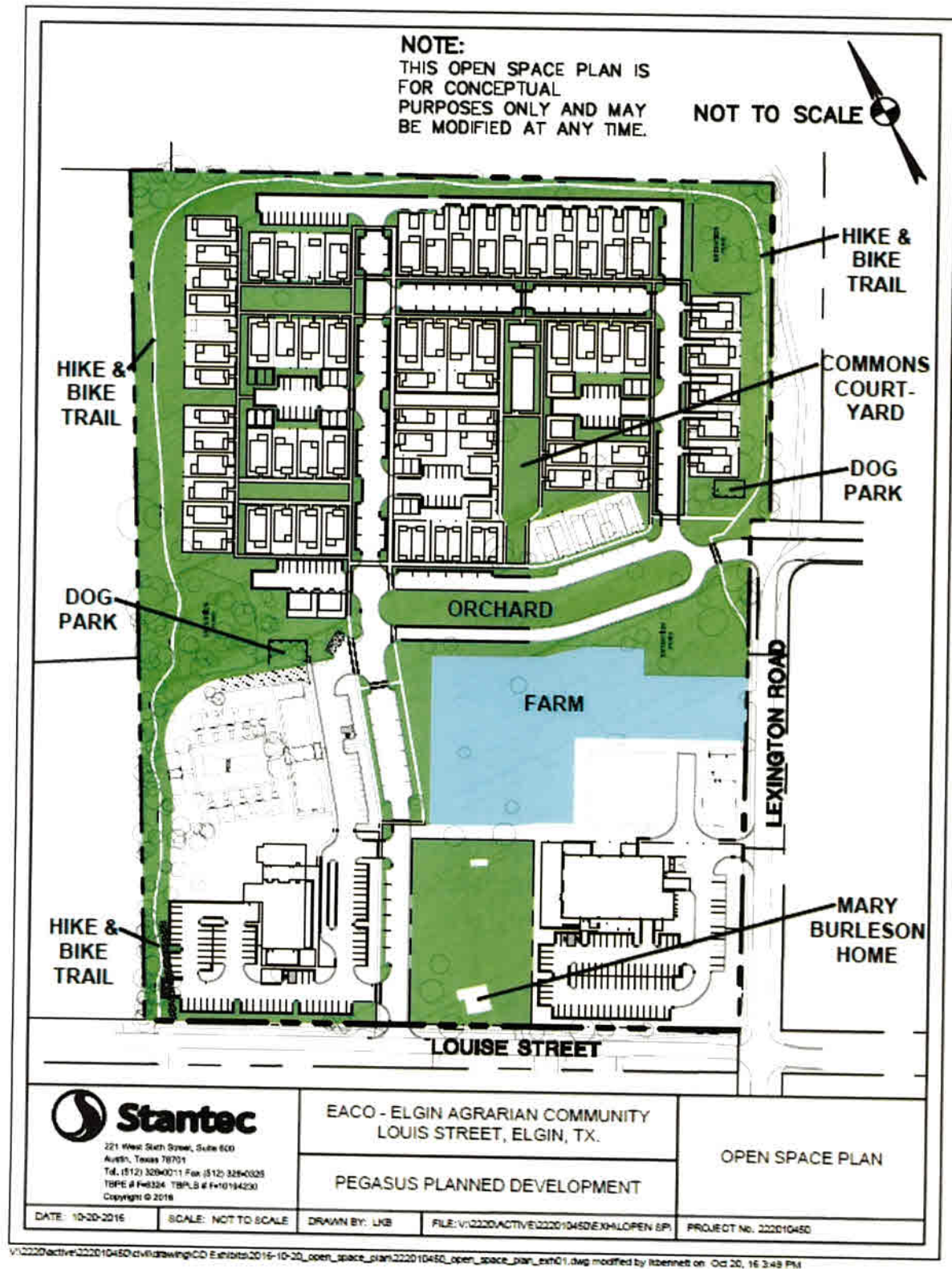


EXHIBIT E: "LAND USE PLAN"

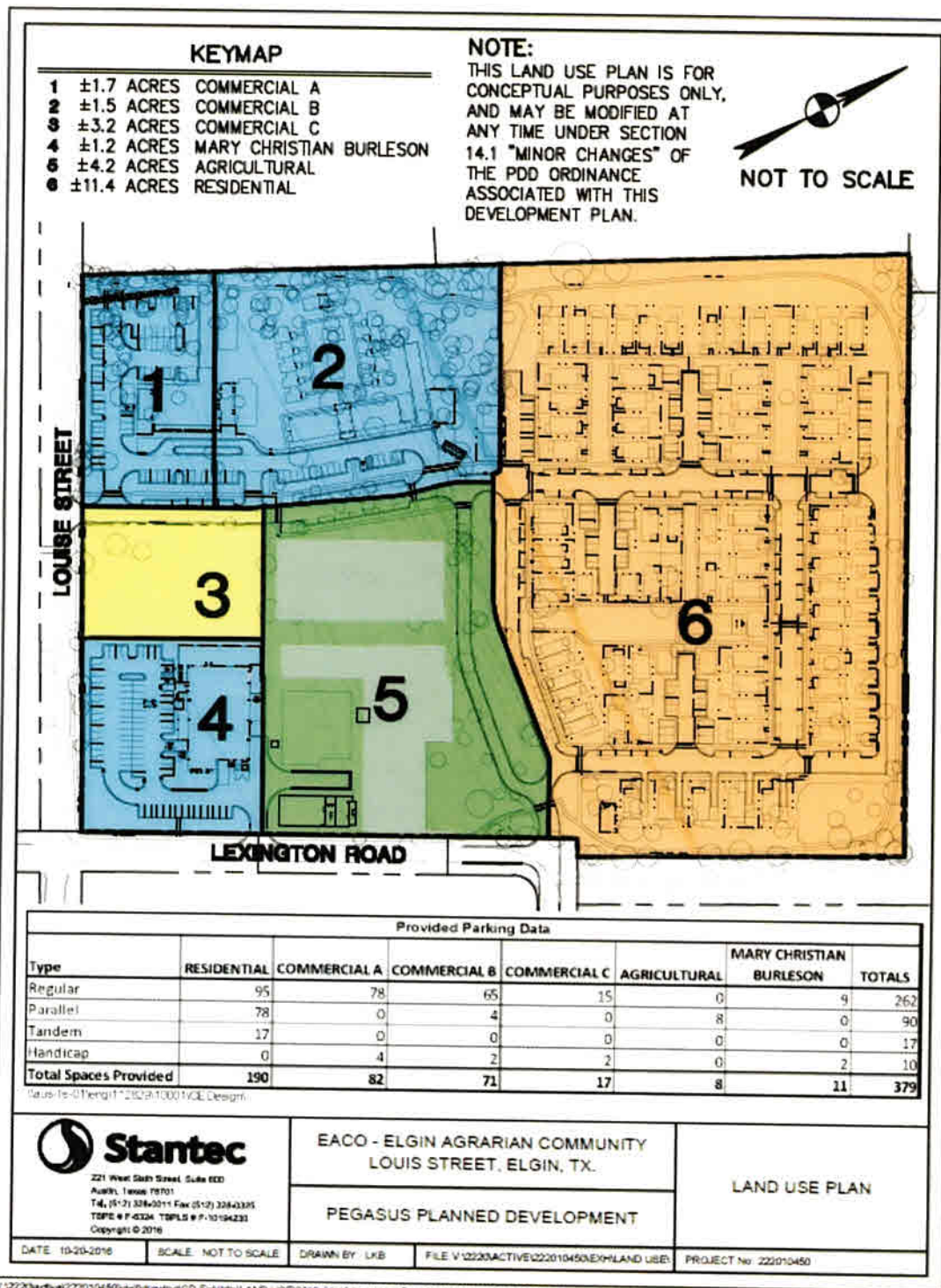


EXHIBIT F – “SUMMARY OF CODE CHANGES”
EACO – Elgin Agrarian Community

Code Section	Code Requirement	Changes
Chapter 36 - Subdivisions Division 10 – Stormwater Quality, Riparian Corridors and Environment. Sec. 36-314 - Post Construction Water Quality Controls.	(a) Water quality controls are required for development with impervious cover exceeding 20 percent of net site area.	This project will not provide water quality controls.
Chapter 36 - Subdivisions Article VII. – Access Regulations Sec. 36-514 – Design of ingress or egress for driveways.	(8) All direct ingress and egress shall be designed so as to minimize increases in traffic flow on other streets within the city. Mutual access agreements on parking lots, driveways and adjoining properties shall be encouraged. The specific number, width and location of ingress and egress points shall be established by a professional engineer, subject to city council approval.	This project will not provide mutual access agreements on parking lots, driveways and adjoining properties as encouraged on this section. This project will not provide connectivity to adjacent properties.
Chapter 46 – Zoning Article IV. – Zoning District Regulations. Division 2. – R-1 Single Family Dwelling Districts. Sec. 46-233 – Area Regulations	(5) <i>Intensity of use.</i> For each dwelling, and building accessory thereto, there shall be lot area of not less than 9,000 square feet	EACO Largest Lot – 3,750 square feet EACO Smallest lot – 1,500 square feet
Chapter 46 – Zoning Article IV. – Zoning District Regulations. Division 3. – R-2 Single Family and Duplex Dwelling District. Sec. 46-265 – Area Regulations	(5) <i>Intensity of use.</i> (a) For each dwelling, and building accessory thereto, there shall be a lot area of not less than 7,500 square feet.	
Chapter 46 – Zoning Article IV. – Zoning District Regulations. Division 4. – R-3 Single Family Dwelling District. Sec. 46-303 – Area Regulations	(5) <i>Intensity of use.</i> (a) For each dwelling, and building accessory thereto, there shall be lot area of not less than 6,000 square feet.	

EXHIBIT F – “SUMMARY OF CODE CHANGES” (CONTINUED)
EACO – Elgin Agrarian Community

Code Section	Code Requirement	Changes
Chapter 46 – Zoning Article IV. – Zoning District Regulations. Division 4. – R-3 Single Family Dwelling District. Sec. 46-304 – Zero lot line two-family dwellings.	(a) <i>Subdivision for separate title.</i> A two-family dwelling may be subdivided through the common wall for the sole purpose of creating a separate fee simple title for each dwelling unit provided that the parcel containing each dwelling unit shall not be less than 3,000 square feet and provided each parcel had access to a public street and meets all applicable ordinances.	EACO Largest Lot – 3,750 square feet EACO Smallest lot – 1,500 square feet



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF "CITY OF ELGIN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016"; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF SURPLUS REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; APPROVING AN OFFICIAL STATEMENT; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES

DEPARTMENT: Finance

PROPOSED ACTION:

Consideration of Ordinance to authorize the issuance of certificates of obligation in the total principal amount of \$10M, primarily for certain water and sewer system capital improvements

BACKGROUND:

Discussed at previous meetings; This item is formal/final approval of the issuance of certificates of obligation (debt) in the total principal amount of \$10M, primarily for water and sewer infrastructure capital improvements that will include the development of plans & specifications for the wastewater plant upgrade/expansion, a new water well, and upgrades to a sewer lift station. the Council previously authorized publication of notice as to the City's intent to issue the COs in October; this Ordinance represents the final step in that process.

See the attached 10/11 memorandum from the Director of Finance for further information on this matter.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance as presented and further direction to staff, if any, as appropriate.

ATTACHMENTS:

Ordinance

Staff memorandum

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

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

ORDINANCE NO. 2016-__-__-__

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF ELGIN, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016”; SPECIFYING THE TERMS AND FEATURES OF SAID CERTIFICATES; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND A LIMITED PLEDGE OF SURPLUS REVENUES FROM THE OPERATION OF THE CITY'S WATERWORKS AND SEWER SYSTEM; APPROVING AN OFFICIAL STATEMENT; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE AND DELIVERY OF SAID CERTIFICATES

WHEREAS, notice of the City Council's intention to issue certificates of obligation for the purpose of paying contractual obligations to be incurred for (i) improvements, renovations, replacements, relocations and extensions to the City's water and sewer system, including construction of facilities and acquisition of land and equipment in connection therewith, (ii) improvements and extensions to City streets, including sidewalks, street lighting, traffic signals/controllers, signage, landscaping, utility improvements, extensions and relocations, and acquisition of land, rights-of-way and equipment in connection therewith; and (iii) professional services, including legal, fiscal, engineering and design fees, and the costs of issuing the certificates of obligation, has been duly published in the *Elgin Courier*, a newspaper hereby found and determined to be of general circulation in the City of Elgin, Texas, on October 19, 2016, and October 26, 2016, the date the first publication of such notice being not less than thirty-one (31) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, Section 271.047(d), Texas Local Government Code provides that the City may not authorize the issuance of the certificates of obligation if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding three years and failed to be approved; and

WHEREAS, City Council hereby finds that no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates of obligation was submitted to the voters of the City during the preceding three years and failed to be approved; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least five percent (5%) of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary or any other official of the City on or prior to the date of the passage of this Ordinance; and

WHEREAS, the City Council hereby finds and determines that the certificates of obligation described in the aforesaid notice should be issued and sold at this time in the amount and manner as hereinafter provided; now, therefore,

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

Section 1: Authorization; Designation; Principal Amount; Purpose. The “City of Elgin, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016,” which shall be so designated and bear such title (hereinafter referred to as the “Certificates”), shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for (i) improvements, renovations, replacements, relocations and extensions to the City’s water and sewer system, including construction of facilities and acquisition of land and equipment in connection therewith, (ii) improvements and extensions to City streets, including sidewalks, street lighting, traffic signals/controllers, signage, landscaping, utility improvements, extensions and relocations, and acquisition of land, rights-of-way and equipment in connection therewith; and (iii) professional services, including legal, fiscal, engineering and design fees, and the costs of issuing the Certificates, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Subchapter C of Chapter 271, Texas Local Government Code, as amended.

Section 2: Fully Registered Obligations; Authorized Denominations; Stated Maturities; Date. The Certificates are issuable in fully registered form only; shall be dated December 1, 2016 (the “Certificate Date”) and shall be in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity). The Certificates shall become due and payable on July 15 in each of the years and in principal amounts (the “Stated Maturities”) and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate(s)</u>
2017	\$	%
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

The Certificates shall bear interest on the unpaid principal amounts from the Delivery Date at the rates per annum shown above in this Section (calculated on the basis of a 360-day year of twelve 30 day months), and such interest shall be payable on January 15 and July 15 of each year, commencing January 15, 2017.

Section 3: Terms of Payment; Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of BOKF, NA, Austin, Texas, to serve as Paying Agent/Registrar for the Certificates is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the “Security Register”) shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, substantially in the form presented with this Ordinance, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices, initially in Austin, Texas, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the “Designated Payment/Transfer Office”). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (which shall be the last business day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 4: Redemption.

(a) Optional Redemption. The Certificates having Stated Maturities on and after July 15, 20__ shall be subject to redemption prior to maturity, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on July 15, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the date of redemption.

At least forty five (45) days prior to a redemption date for the Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of the decision to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date of redemption therefor. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

(b) Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall treat such Certificates as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificates by \$5,000 and shall select the Certificates to be redeemed within such Stated Maturity by lot.

(c) Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of a Certificate to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal

amount thereof to be redeemed, shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Certificates. If a Certificate is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Certificate (or the principal amount thereof to be redeemed) at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

With respect to any optional redemption of the Certificates, unless all prerequisites to such redemption required by this Ordinance have been met, including moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed having been received by the Paying Agent/Registrar prior to the giving of notice of such redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of all prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, and if such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

Section 5: Registration; Transfer and Exchange of Certificates; Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificate(s) (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificate(s) of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificate(s) surrendered for exchange, upon surrender of the Certificate(s) to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificate is surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class, postage prepaid to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. To the extent possible, new Certificates issued in an exchange or transfer of Certificates will be delivered to the Holder or assignee of the Holder in not more than three (3) business days after the receipt of the Certificates to be canceled, and the written instrument of transfer or request for exchange duly executed by the Holder or his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Certificates," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Certificates" shall include any mutilated, lost, destroyed, or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

Section 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 3, 4 and 5 hereof relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company ("DTC"), a limited purpose trust company organized under the laws of the State of New York, in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

Pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Certificates, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 3, 4 and 5 hereof.

Section 7: Execution; Registration. The Certificates shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the Underwriter and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in paragraph (c) of Exhibit A, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in paragraph (d) of Exhibit A, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

Section 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount stated in Section 1 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, or (ii) as multiple fully registered certificates, being one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificates submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor, all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee

thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

Section 9: Forms. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in Exhibit A hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification, including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association (“CUSIP Numbers”), and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates, as evidenced by their execution; provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality shall be responsible for CUSIP numbers incorrectly printed or typed on the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all determined by the officers executing such Certificates as evidenced by their execution.

Section 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Surplus Revenues therefor, capitalized words or terms, whenever the same appear herein without qualifying language, shall have the meaning assigned thereto in Exhibit B hereto.

Section 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the “Special Series 2016 Tax and Revenue Certificate of Obligation Fund” (the “Certificate Fund”), and all moneys deposited to the credit of the Certificate Fund shall be kept and maintained in a special banking account at the City's depository bank. Authorized officials of the City are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the principal of and interest on the Certificates, as the same become due and payable, and to cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance

with the provisions of the “Public Funds Investment Act” (Chapter 2256, Texas Government Code, as amended); provided that all such investments shall be made in such a manner that the money required to be expended from said Certificate Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

Section 12: Tax Levy.

(a) To provide for the payment of the “Debt Service Requirements” on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied, a sufficient tax on each one hundred dollars' valuation of taxable property in the City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and said tax shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

(b) The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(1) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the Council shall determine:

(i) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Surplus Revenues of the System appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(ii) The amount of Surplus Revenues of the System, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(iii) The amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(2) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (iii) above less the sum total of the amounts established in paragraphs (i) and (ii), after taking into consideration delinquencies and costs of collecting such annual taxes.

(c) To pay the debt service coming due on the Certificates prior to receipt of the taxes levied to pay such debt service, if any, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 13: Limited Pledge of Surplus Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Surplus Revenues of the System to the payment and security of Prior Lien Obligations, the Surplus Revenues of the System in an amount not to exceed \$1,000 are hereby irrevocably pledged, equally and ratably, to the payment of the principal of and interest on the Certificates, and the limited pledge of \$1,000 of the Surplus Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Surplus Revenues of the System until such time as the City shall pay all of such \$1,000, after which time the pledge shall cease, all in accordance with the terms and provisions hereof and be valid and binding without further action by the City and without any filing or recording except for the filing of this Ordinance in the records of the City.

Section 14: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Surplus Revenues of the System in the System Fund, the amount of Surplus Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Surplus Revenues of the System (\$1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates.

Section 15: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 16: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Surplus Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Sections 1502.056 and 1502.058, Texas Government Code, as amended, and Sections 271.041, et seq., Texas Local Government Code, as amended; and

(b) Other than for the payment of the Prior Lien Obligations, certificates of obligation payable in whole or in part from the Surplus Revenues of the System which have not fully paid the pledge of the Surplus Revenues associated with such certificates, and the Certificates, the Surplus Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

Section 17: Issuance of Prior Lien Obligations; Additional Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Surplus Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue additional obligations payable, in whole or in part, from the Surplus Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Surplus Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

Section 18: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinances authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

Section 19: Mutilated, Destroyed, Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated

with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates, notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

Section 20: Satisfaction of Obligation of City.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the limited pledge of taxes levied under this Ordinance and the Surplus Revenues of the System and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

(b) The City may defease the provisions of this Ordinance and discharge its obligations to pay the principal of and interest on any or all of the Certificates (a “Defeased Certificate”) in any manner now or hereafter permitted by law, including by depositing with the Paying Agent/Registrar, a trust company or commercial bank other than the Paying Agent/Registrar, or with the Comptroller of Public Accounts of the State of Texas either:

(1) cash in an amount equal to the principal amount of such Certificates and premium, if any, and interest thereon to the date of maturity or redemption; or

(2) pursuant to an escrow or trust agreement, cash and/or Government Securities, which (in the case of Government Securities) may be in book-entry form and the principal of and interest on which will, when due or redeemable at the option of the holder, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, provide money in an amount which, together with other moneys, if any, held in such escrow at the same time and available for such purpose, shall be sufficient to provide for the timely payment of the principal of, premium, if any, and interest on such Defeased Certificate(s) to their respective date(s) of maturity or earlier redemption;

provided, however, that if any of the Certificates are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in this Ordinance. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as “arbitrage bonds” within the

meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Upon such deposit, such Certificates shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

(c) Any agreement pursuant to which the money and/or Government Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Government Securities or the substitution of other Government Securities that mature in amounts and at times that will satisfy the requirements specified in subsection (b) above. Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Defeased Certificates, or any principal amount(s) thereof or premium or interest thereon with respect to which such moneys have been so deposited, shall be remitted to the City or deposited as directed by the City.

(d) Any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Section 21: Ordinance a Contract; Amendments. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section and in Section 31 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders owning a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

Section 22: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“Closing Date” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148 1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148 1(c) of the Regulations, of the Certificates.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“Rebate Amount” has the meaning set forth in Section 1.148 1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from

federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, or other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager or Director of Finance, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 23: Sale of Certificates; Bond Insurance; Ratings. The sale of the Certificates to the Underwriter at a price of \$_____ (representing the principal amount of the Certificates, plus a premium on the Certificates of \$_____ and less an underwriting discount of \$_____), plus accrued interest (if any) on the Certificates to the date of delivery of the Certificates, is hereby approved; and delivery of the Certificates to the Underwriter shall be made upon payment therefor in accordance with the terms of the Bond Purchase Agreement, in substantially the form presented with this Ordinance and hereby approved by the City Council, which price and terms are hereby found and determined to be the most advantageous reasonably obtainable by the City. The Mayor or the City Secretary and other appropriate officials of the City are hereby authorized and directed to execute such Bond Purchase Agreement on behalf of the City, and the Mayor and the City Secretary and all other officials, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Certificates.

The Mayor, City Manager, Director of Finance, City Secretary and other appropriate officials of the City and the City's financial advisor and other consultants are hereby authorized to apply for and pay any costs associated with one or more municipal bond insurance policies to guarantee the payment of the principal of and interest on the Certificates; and, any acts of the such officials relating to applications for any such insurance are hereby authorized, approved, ratified and confirmed. The appropriate officials and representatives of the City are hereby authorized and directed to execute such commitments, agreements (including reimbursement agreements), certificates and other documents and to do any and all things necessary or desirable to obtain any such guarantee or insurance, and the printing on the Certificates of an appropriate legend or statement regarding such insurance, as provided by a bond insurer for the Certificates,

is hereby approved. The Mayor, City Manager, Director of Finance, City Secretary and other appropriate officials of the City and the City's financial advisor and other consultants are authorized hereby to take such actions as any such officer, official, advisor or consultant shall approve in seeking ratings on the Certificates from Moody's Investors Service, Fitch Ratings or Standard & Poor's Ratings Services, or any combination of such firms, and such actions are hereby ratified and confirmed.

Section 24: Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Certificates is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. It is further hereby officially found, determined and declared that, as of the date thereof, the Preliminary Official Statement was an official statement of the City with respect to the Certificates that was deemed "final" by an authorized official of the City except for the omission of no more than the information permitted by subsection (b)(1) of the Rule.

The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, City Manager, Director of Finance, and City Secretary, individually or collectively), shall be and is hereby in all respects approved, and the Underwriter is hereby authorized to use and distribute said final Official Statement in the reoffering, sale and delivery of the Certificates to the public. The Mayor and City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of said Official Statement in final form as may be required by the Underwriter, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriter.

Section 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding accrued interest (if any), shall be deposited in a special project fund maintained at the City's depository bank or used to pay costs of issuance. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Chapter 2256, Texas Government Code, as amended, including guaranteed investment contracts permitted by Section 2256.015 et seq., Texas Government Code, as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by an authorized officer of the City. Accrued interest as well as all surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

Section 26: Control and Custody of Certificates. The Mayor shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale and delivery of the Certificates and the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and the Mayor shall take and have charge and control of the Initial Certificate(s) pending the approval thereof by the Attorney

General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Underwriter.

Furthermore, the Mayor, City Manager, Director of Finance, and City Secretary, individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Certificates, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Certificates as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Certificate(s) to the Underwriter and the initial exchange thereof for definitive Certificates.

Section 27: Notices to Holders; Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

Section 29: Engagement of Bond Counsel; Bond Counsel's Opinion. The engagement of Andrews Kurth Kenyon LLP, Austin, Texas, as bond counsel in connection with the issuance, sale and delivery of the Certificates is hereby approved, ratified and confirmed; and, the Mayor or City Manager is hereby authorized to approve, execute and deliver an engagement letter in such form as may be approved by any such official. The Underwriter's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Andrews Kurth Kenyon LLP, Austin, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed

counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued.

Section 30: Continuing Disclosure Undertaking.

(a) Annual Reports.

(1) The City shall provide annually to the MSRB, (A) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 24 of this Ordinance, being information of the type described in Exhibit C hereto, including financial statements of the City if audited financial statements of the City are then available, and (B) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(2) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) before the next date the City would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's website or filed with the SEC.

(b) Event Notices. The City shall notify the MSRB in a timely manner (not in excess of 10 Business Days after the occurrence of the event) of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.

As used in clause (12) above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if jurisdiction has been assumed by leaving Council and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by subsection (a).

(c) Identifying Information. All documents shall be provided to the MSRB in an electronic format and accompanied by identifying information, as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants named in this Section for only so long as the City remains an "obligated person" with respect to the Certificates within the meaning of the

Rule, except that the City will give written notice of any deposit made in accordance with this Ordinance, or applicable law, that causes any Certificate no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or to update any information provided in accordance with this Section or otherwise, except as expressly provided in this Ordinance. The City does not make any representation or warranty concerning the information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY OBLIGATION OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS PART, BUT EVERY RIGHT AND REMEDY OF ANY PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since the offering as well as the changed circumstances and (2) either (x) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes an amendment) of the outstanding Certificates consent to the amendment or (y) a person that is unaffiliated with the City (such as nationally-recognized bond counsel) determines that the amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City amends the provisions of this Section, it shall include with the next financial information and operating data provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC

amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that the provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 31: Benefits of Ordinance. Nothing in this Ordinance; expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

Section 32: No Recourse Against City Officials. No recourse shall be had for the payment of principal of or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

Section 33: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 34: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 35: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 36: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 38: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 39: Effective Date. This Ordinance shall take effect and be in full force immediately from and after its adoption on the date hereof.

[The remainder of this page is intentionally left blank.]

PASSED AND ADOPTED, this December 6, 2016.

CITY OF ELGIN, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A

FORM OF CERTIFICATE

(a) Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF ELGIN, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2016

Certificate Date:	Delivery Date:	Interest Rate:	Stated Maturity:	CUSIP NO:
_____, 2016	_____, 20__	_____	July 15, 20__	_____

Registered Owner: _____

Principal Amount: _____ DOLLARS

The City of Elgin (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Bastrop and Travis, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Delivery Date at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on January 15 and July 15 in each year, commencing January 15, 2017. Principal of this Certificate is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where

the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates") for the purpose of providing funds with which to pay contractual obligations to be incurred by the City, to-wit: making and acquiring various public improvements for the City and the payment of fiscal, engineering and legal fees incurred in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Subchapter C of Chapter 271, Texas Local Government Code, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Certificates having Stated Maturities on and after July 15, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on July 15, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

The Certificates are payable from the proceeds of an annual ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City, and are additionally payable from and equally and ratably secured by a lien on and limited pledge of the Surplus Revenues (as defined in the Ordinance) of the City's Waterworks and Sewer System (the "System"), such lien and pledge being limited to an amount not in excess of \$1,000 and being junior and subordinate to the lien on and pledge of the Surplus Revenues of the System securing the payment of "Prior Lien Obligations" (defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations while the Certificates are outstanding without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Surplus Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the Holder by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the nature and extent of the pledge of the Surplus Revenues securing the payment of the Certificates; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar, the terms and provisions upon which the tax levy and the pledge of the Surplus Revenues and covenants made in the Ordinance may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest

have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF ELGIN, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in Austin, Texas, is the "Designated Payment/Transfer Office" for this Certificate.

BOKF, NA,
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee:)

_____(Social Security or other identifying number) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

STATEMENT OF INSURANCE

[insert, if applicable]

(e) The Initial Certificate(s) shall be in the form set forth in paragraph (a) of this Exhibit A, except that the first paragraph of the form of a single fully registered Initial Certificate shall be modified as follows:

REGISTERED

NO. T-1

REGISTERED

\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF ELGIN, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2016

Certificate Date: _____, 2016

Delivery Date: _____, 2016

Registered Owner:

Principal Amount:

The City of Elgin (hereinafter referred to as the "City"), a body corporate and municipal corporation in the County of Bastrop, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on July 15 in each of the years and in principal installments in accordance with the following schedule:

<u>Year</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
-------------	-----------------------------------	--------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the Delivery Date at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on January 15 and July 15 of each year, commencing January 15, 2017. Principal installments of this Certificate are payable at its Stated Maturity or on a redemption date to the registered owner hereof by BOKF, NA (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices in Austin, Texas (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal

holiday, or day when banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

EXHIBIT B

DEFINITIONS

Capitalized words or terms, whenever the same appear in the Ordinance without qualifying language, shall have the following meaning:

“Attorney General” shall mean the Attorney General of the State of Texas.

“Bond Purchase Agreement” shall mean the purchase agreement by and between the City and the Underwriter, in substantially the form presented to the City Council with this Ordinance.

“Certificates” shall mean the “City of Elgin, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2016” authorized by the Ordinance.

“Certificate Date” shall have the meaning set forth in Section 2.

“Certificate Fund” shall mean the special Fund created and established under the provisions of Section 11 of the Ordinance.

“City” shall mean the City of Elgin, Texas and, where appropriate, its City Council.

“City Council” shall mean the governing body of the City.

“Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

“Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas.

“Debt Service Requirements” shall mean, for any Fiscal Year, the principal of and interest on all Bonds coming due at Stated Maturity in such Fiscal Year.

“Defeased Certificate” shall have the meaning set forth in Section 20 hereof.

“Delivery Date” shall mean the date of delivery of the Certificates to the Underwriter.

“Depository Agreement” shall have the meaning set forth in Section 6 hereof.

“Designated Payment/Transfer Office” shall have the meaning set forth in Section 3 hereof.

“DTC” shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Fiscal Year” shall mean the twelve-month period ending September 30 of each year, unless otherwise designated by the City.

“Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and are rated, as to investment quality, by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Holder” shall mean the person or entity in whose name any Certificate is registered in the Security Register.

“MSRB” shall mean the Municipal Securities Rulemaking Board.

“Ordinance” shall mean Ordinance No. 2016-__-__-__ adopted by the City Council on December 6, 2016, authorizing the issuance of the Certificates, and all amendments thereof and supplements thereto.

“Outstanding” when used with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except: (1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation; (2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 of this Ordinance; and (3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 of the Ordinance.

“Paying Agent/Registrar” shall mean BOKF, NA, Austin, Texas, and its successors in that capacity.

“Paying Agent/Registrar Agreement” shall mean the agreement between the City and the Paying Agent/Registrar setting forth the duties and obligations of the Paying Agent/Registrar with respect to the Certificates.

“Record Date” shall mean the close of business on the last business day of the month next preceding the applicable interest payment date.

“Prior Lien Obligations” shall mean (1) all revenue bonds or other obligations, now outstanding and hereafter issued, payable solely from and secured by a lien on and pledge of revenues of the System, which may be limited to a pledge of Surplus Revenues, and (2) obligations hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Surplus Revenues to the claim and right securing the payment of the Certificates.

“Rule” shall mean SEC Rule 15c2 12, as amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Security Register” shall have the meaning set forth in Section 3 hereof.

“Special Record Date” shall have the meaning set forth in Section 3 hereof.

“Stated Maturity” shall have the meaning set forth in Section 2 hereof.

“Surplus Revenues” shall mean those revenues from the operation of the System remaining after payment of all operation and maintenance expenses of the System and other obligations incurred to which the revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of the revenues to the Certificates.

“System” shall mean the City’s waterworks and wastewater system.

“Underwriter” shall mean the entity or entities designated in the Bond Purchase Agreement.

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 28 of the Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.
2. The information in the Official Statement under Tables 1 through 6 and 8 through 21.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 1 above.

\$10M CERTIFICATES OF OBLIGATION IN SUPPORT OF WATER AND WASTEWATER TREATMENT CAPITAL IMPROVEMENTS

October 7, 2016

In August, the staff proposed the approval of a publication of a notice of intent to issue Certificates of Obligation in the amount of \$3,000,000 for immediate repair and maintenance of City's water and wastewater infrastructure; and the Council was supportive of such action at that time.

Staff is now requesting permission to rescind and modify this notice of intent, as we are anticipating an interest rate increase in the near future – which would result in significantly higher financing costs for the City in the process of servicing this debt. And that there is real need for expansion of Water and Wastewater infrastructure. The logic of the change is : if you know that you are going to need money in the next year for water and wastewater infrastructure, and you know that the Federal Reserve Bank is going to raise interest rates, the why wouldn't you go ahead and borrow the money before the interest rate increase?

As such, it is my recommendation that Council authorize a revised issuance of these Certificates of Obligation, now in the total amount not to exceed \$10,000,000 to maximize savings in financing costs at this time. The increased funding will all be devoted to capital improvements within the wastewater treatment system and/or treatment plant, although the specific project(s) has yet to be determined.

FYI - Based on currently available data, if the City were to ultimately adjust customer service rates in the future to absorb annual costs associated with this project, the average monthly bill is anticipated to increase by \$16.85 (from \$72.72 to \$85.57).

Buck LaQuey CPA
Finance Director,



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, REGARDING WEEDS, WILD GROWTH AND UNSANITARY CONDITIONS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

DEPARTMENT: Administration

PROPOSED ACTION:

Consideration and adoption of the Ordinance as presented; and further direction to staff, if any, as deemed appropriate by the Council as a whole.

BACKGROUND:

This item is a component to the Council's direction improve and to effectively address issues relating to bulky trash throughout the City. One issue previously identified in this regard is the lack of an effective response by code enforcement and/or city legal processes against violators. As such, Code Enforcement staff has worked in conjunction with the City Attorney and City Prosecutor who have recommended the city code amendments proposed by this Ordinance, primarily to (a) expand the definition of 'Owner' and (b) clarify when notice is served. It is the consensus view of the staff and legal counsel that these amendments as proposed will facilitate a more effective and timely response to bulky trash nuisance violations.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the ordinance amending Chapter 16, Article II, revised Code of

Ordinances, City of Elgin, Texas, 2013, regarding weeds, wild growth and unsanitary conditions.

ATTACHMENTS:

Draft Ordinance

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

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

ORDINANCE NO. 2016-12-_____

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013, REGARDING WEEDS, WILD GROWTH AND UNSANITARY CONDITIONS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

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

I.

That Chapter 16, Article II, of the Revised Code of Ordinances, City of Elgin, Texas, 2013, is hereby amended to read as follows:

ARTICLE II. - WEEDS, WILD GROWTH AND UNSANITARY CONDITIONS

Sec. 16-21. - Definitions.

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Brush means scrub vegetation or dense undergrowth.

Carrion means the dead and putrefying flesh of any animal, fowl or fish.

Filth means any matter in a putrescence state.

Garbage means all decayable wastes.

Impure or unwholesome matter means any putrescible or nonputrescible condition, object or matter which tends, may or could produce injury, death or disease to human beings.

Junk means all worn out, worthless, or discarded material, including, but not limited to, old machinery or parts of same, old iron or other metal, glass, cordage or building materials.

Objectionable, unsightly or unsanitary matter means any matter, condition or object which could attract rodents, reptiles or insects, and which is or could be objectionable, unsightly or unsanitary to a person of ordinary sensitivities.

Owner means a person having title to **or claiming, occupying, or having supervision or control of** real property.

Refuse means a heterogeneous accumulation of worn out, used up, broken, rejected, or worthless materials, and includes garbage, rubbish, paper or litter, and other decayable or nondecayable waste.

Rubbish means trash, debris, rubble, stone, fragments of building materials or other miscellaneous useless waste or rejected matter.

Weeds means vegetation that because of its height (12 inches or higher) is objectionable, unsightly or unsanitary, but excluding:

- (1) Shrubs, bushes and trees;
 - (2) Cultivated flowers and cultivated wild flowers;
 - (3) Cultivated crops.
- (b) Any word not defined herein shall be construed in the context used and by ordinary interpretation not as a word of art.

Sec. 16-22. - Unlawful accumulation.

No person owning, claiming, occupying, or having supervision or control of any real property, occupied or unoccupied, within the city limits shall permit or allow any stagnant or unwholesome water, filth, carrion, weeds, rubbish, brush, lumber, building materials, refuse, junk, machinery or garbage, or impure or unwholesome matter of any kind, or objectionable, unsightly matter of whatever nature to accumulate or remain on such real property or within any easement area on such real property or upon any adjacent right-of-way for streets and alleys between the property line of such real property and where the paved surface of the street or alley begins. Such condition or conditions are hereby declared to be public nuisances, pursuant to V.T.C.A., Local Government Code § 217.002.

Sec. 16-23. - Notice of violations.

- (a) In the event that any person fails to comply with the provisions of this article, the city building official or his designee, shall give notice to such person setting forth the noncompliance with this article. Such notice shall be in writing and may be served upon such person in any one or more of the following ways:
- (1) Personally to the owner in writing;
 - (2) By letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
 - (3) If personal service cannot be obtained:
 - a. By publication at least once;
 - b. By posting the notice on or near the front door of each building on the property to which the violation relates; or
 - c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
 - (4) If the city mails a notice to a property owner in accordance with subsection (2) of this section, and the United States Postal Service returns the notice as "refused" or "unclaimed", the validity of the notice is not affected, and the notice is considered as served on the date that such notice was mailed.
- (b) If such person fails or refuses to comply with the demand for compliance contained in the notice, within seven days after notice or publication is served; notwithstanding any provisions of this article to the contrary, the building official or his designee, or any health officer has authority to issue immediate citations to persons violating any provision of this article in the presence of said official. The building official and the health officer, upon showing proper identification, are hereby authorized to enter upon any private property at reasonable times to inspect for violations of this article, and to ensure compliance with same. It shall be unlawful for any person to interfere with the building official or his designee, or a health officer in the exercise of his duties under this article. If such person fails or refuses to comply with the demand for compliance contained in the notice, within seven days of the date of delivery of such notice or publication, the city may do such work or cause such work to be done to bring the real property into compliance with this article. The costs, charges and expenses incurred in doing or having such work done or improvements made to the real property shall be a charge to and personal liability of such person (called "charges"). The owner of any such real estate may appeal to the board of adjustment, created in chapter 46, article II, division 3, from the order of the city building official by filing a written statement with the city secretary within seven days after receipt of the notice provided for in subsection (a) of this section, stating that such real estate complied with the provisions of this article before the expiration of such seven-day period.
- (c) The board of adjustment shall set a date for a hearing upon such appeal to determine whether the real estate complied with the provisions of this article before the expiration of such seven-day period. The authority of the

building official or health officer to proceed to cause such work to be done shall be suspended while an appeal from his order is pending, unless an emergency health hazard requiring immediate action is determined to exist by the city manager. If it shall be determined by the board of adjustment that the premises complied with the provisions of this article before the expiration of such seven-day period, then no personal liability of the owner shall arise nor shall any lien be created against the premises upon which such work was done.

- (d) If a notice, as provided herein, is delivered to the owner of such real property, and he fails or refuses to comply with the demand for compliance within the applicable time period as herein provided, the aforementioned costs, charges and expenses shall be in addition to a charge to and personal liability of the owner, a privileged lien upon and against such real property, including all fixtures and improvements thereon. In order to perfect such lien, the building official or his designee, shall first give such owner written notice requiring compliance.
- (e) If the owner fails or refuses to make complete payment of the charges within 20 days of the delivery of the notice, the building official or his designee, shall file a written statement of such charges with the county clerk in which the real property is located, for filing in the county land records. The statement shall be sufficient if it contains the following:
 - (1) The name of the owner;
 - (2) A legal description of the real property;
 - (3) The amount of the charges including interest thereon;
 - (4) A statement that all prerequisites required by this article for the imposition of the charges and the affixing of the lien have been met;
 - (5) Signed by the building official or his designee, under oath, that the statements made therein are true and correct.

The statement may also contain such other information deemed appropriate by the building official or his designee.

- (f) All charges shall bear interest at the maximum legal rate per annum from the date the city incurs the expense. The city may bring suit to collect the charges, institute foreclosure proceedings, or both. The statement, as provided herein, or certified copy thereof, shall be prima facie evidence of the city's claim for charges or right to foreclose the lien. The owner or any other person responsible as provided herein, shall be jointly and severally liable for the charges.

Sec. 16-24. - Notice.

In a notice provided under this article, a municipality may inform the owner by regular mail and a posting on the property, or by personally delivering the notice, that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the municipality without further notice may correct the violation at the owner's expense and assess the expense against the property. If a violation covered by a notice under this subsection occurs within the one-year period, and the municipality has not been informed in writing by the owner of an ownership change, then the municipality without notice may take any action permitted by section 16-23 and assess its expenses as provided by V.T.C.A., Local Government Code § 342.007.

Sec. 16-25. - Penalty for violations.

A person commits an offense by violating the terms of this article, and upon conviction thereof shall be punished as provided in section 1-15. Each and every day that such violation continues shall constitute a separate offense.

Secs. 16-26—16-53. - Reserved.

II.

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

repealed.

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

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof 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 ____ day of _____, 2016.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2016.

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE MEMORANDUM OF AGREEMENT, SERVICE MEMBERSHIP AGREEMENT WITH THE TEXAS CENTER FOR LOCAL FOOD AND THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Economic Development

PROPOSED ACTION:

Consideration and approval of the Memorandum Agreement with Texas Center for Local Food and the City of Elgin Economic Development Corporation; and the authorizing Resolution

BACKGROUND:

One of the major goals of the Elgin Economic Development Corporation (EDC) is to attract value added food businesses to Elgin. With this in mind the EDC is contracting with the Texas Center for Local Food (TCLF), a not for profit organization set up to develop local food and agriculture business development. The TCLF will assist the EDC with identifying value added food businesses and connect them with the EDC staff. The TCLF will also assist the EDC with the development of the Elgin Local Food Center. The EDC board of directors approved the agreement on November 8th in the amount of \$15,000 for a one year term. New business attraction will increase the local tax base and provide job opportunities to the citizens of Elgin. The TCLF will be paid utilizing EDC funds but Council authorization is required for expenditures over \$10,000.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption of the Resolution and memorandum Agreement as proposed.

ATTACHMENTS:

Resolution 2016-12-06-22 Memorandum of Agreement TX Center for Local Food

Memorandum of Agreement Texas Center for Local Food

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

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

RESOLUTION NO. 2016-12-06-22

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING THE MEMORANDUM OF AGREEMENT, SERVICE MEMBERSHIP
AGREEMENT WITH THE TEXAS CENTER FOR LOCAL FOOD AND THE CITY
OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND MAKING
CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) has caused to be created the Elgin Economic Development Corporation (the “Corporation”) pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the (“Act”); and

WHEREAS, the Corporation desires to approve a Memorandum of Agreement, Service Membership Agreement with the Texas Center for Local Food; and

WHEREAS, the amount of the agreement shall not exceed \$15,000 over a one year period:
and

WHEREAS the Texas Center for Local Food will report to the Economic Development Director on a monthly basis;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the Memorandum of Agreement, Service Membership Agreement with the Texas Center for Local Food.

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this 6th day of December, 2016.

CITY OF ELGIN, TEXAS

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

Memorandum of Agreement

Service Membership Agreement with Texas Center for Local Food

This agreement is effective November 8, 2016 through November 7th, 2017 between the Elgin Economic Development Corporation (EDC) and the Texas Center for Local Food (TCLF). Development of local food and agricultural enterprise is a priority of the Elgin Economic Development Corporation and we are entering into this collaboration to increase the quantity and quality of rural jobs related to local food and agricultural business development.

Texas Center for Local Food agrees to:

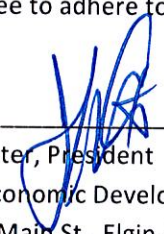
- Identify local food business opportunities that leverage existing resources and align with the goals and character of the City of Elgin.
- Network regionally with the local food and agriculture sector to develop opportunities for collaboration.
- Work with City and EDC staff to support economic development goals.
- Provide technical assistance and consultation for development of the Elgin Local Food Center.
- Gather and analyze data to support sound strategy development and decision-making.
- Provide coordination and support for education events for the public and targeted audiences.
- Recognize the City of Elgin EDC in promotional materials.
- Provide monthly reports detailing the work completed including contacts made and leads developed.

Elgin Economic development Corporation agrees to:

- Keep the Texas Center for Local Food informed about changes in the City of Elgin's strategic direction.
- Involve TCLF in discussions necessary for the performance of TCLF's obligations in this agreement.
- Review the performance of the Texas Center for Local Food monthly and provide feedback.
- Provide space for program activities.
- Provide copying and printing of materials as requested and as budget permits.

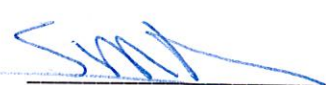
The total amount of this agreement is not to exceed \$15,000. Texas Center for Local Food will invoice the City of Elgin EDC on a hourly basis for time spent at the rate of \$75/hour. Invoicing for supplies and other expenses will be limited to \$1,000 of the total agreement amount and the total allowable administrative overhead invoiced will not exceed \$1,500.

This agreement can be voided by either party with 60-day written notice. As indicated by our signature, we agree to adhere to the terms of this agreement.



Jeff Carter, President
Elgin Economic Development Corporation
310 N. Main St., Elgin, TX 78621

Date: 11-8-2016



Susan Beckwith, Executive Director
Texas Center for Local Food
310 North Main St, Elgin, TX 78621

Date: 11/8/2016



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR DONALD KOSLOSKY 19 N. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Economic Development

PROPOSED ACTION:

Adoption of Resolution and approval of \$25,000 expenditure in support of the Economic Development Project as described

BACKGROUND:

The Elgin Economic Development Corporation (EDC) supports the development and expansion of local businesses through a variety of programs and projects, including the award of grants in support of remodeling and restoration. At their November 8, 2016 meeting, EEDC Board of Directors voted to approve and authorize a grant payment of \$25,000 to Donald Koslosky in support of a commercial building remodeling project located at 19 North Main Street. The total private investment for this project was approximately \$176,000 in addition to the purchase of the building. The renovation enabled the restoration of this historic property and provided occupancy to a previously empty building. The new business increased local tax base and created approximately twenty (20) new jobs. Although utilizing dedicated EDC funds for this grant, Council is required authorization this expenditure since it is over \$10,000.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption of Resolution and approval of \$25,000 expenditure/grant as recommended by staff and the Elgin EDC.

ATTACHMENTS:

Resolution

Resolution 2016-12-06-24 Koslosky Mega Grant

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

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

RESOLUTION NO. 2016-12-06-24

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE
ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR
DONALD KOSLOSKY 19 N. MAIN STREET BUILDING
REMODELING PROJECT AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) has caused to be created the Elgin Economic Development Corporation (the “Corporation”) pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the (“Act”); and

WHEREAS, the Corporation desires to expend \$25,000 to pay for Donald Koslosky Mega Grant of 19 N. Main Street building remodeling project; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$25,000

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this ____ day of _____, 2016.

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

ATTEST:

By: _____
Amelia Sanchez, City Secretary

RESOLUTION NO. 2016-12-06-24

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE
ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR
DONALD KOSLOSKY 19 N. MAIN STREET BUILDING
REMODELING PROJECT AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) has caused to be created the Elgin Economic Development Corporation (the “Corporation”) pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the (“Act”); and

WHEREAS, the Corporation desires to expend \$25,000 to pay for Donald Koslosky Mega Grant of 19 N. Main Street building remodeling project; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$25,000

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this ____ day of _____, 2016.

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

ATTEST:

By: _____
Amelia Sanchez, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR J.D. HARKINS NEW BUILDING PROJECT LOCATED AT 618 HWY 95 NORTH AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Economic Development

PROPOSED ACTION:

Adoption of Resolution and approval of \$25,000 expenditure in support of the Economic Development Project as described and requested by the Elgin Economic Development Corporation (EDC)

BACKGROUND:

The Elgin Economic Development Corporation (EDC) supports the development and expansion of local businesses through a variety of programs and projects, including the award of grants in support of new construction. At their November 8, 2016 meeting, EEDC Board of Directors voted to approve and authorize a grant payment of \$25,000 to J.D. Harkins in support of a new commercial building located at 618 Highway 95 North. The total private investment for this project was approximately \$400,000; and, to date, it has created fifteen (15) new jobs with additional jobs expected over the next few months. The addition of this building has increased the local property tax base as well as the sales tax base for the City. Although utilizing dedicated EDC funds for this grant, Council is required authorization this expenditure since it is over \$10,000.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption of Resolution and approval of \$25,000 expenditure/grant as recommended by staff and the Elgin EDC.

ATTACHMENTS:

Resolution 2016-12-06-23 Harkins Mega Grant

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

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

RESOLUTION NO. 2016-12-06-23

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE
ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR J.D.
HARKINS NEW BUILDING PROJECT LOCATED AT 618 HWY 95
NORTH AND MAKING CERTAIN FINDINGS RELATED
THERETO**

WHEREAS, the City of Elgin, Texas (the “City”) has caused to be created the Elgin Economic Development Corporation (the “Corporation”) pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the (“Act”); and

WHEREAS, the Corporation desires to expend \$25,000 to pay for J.D. Harkins new building project; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the expenditure of up to \$25,000

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on this ____ day of _____, 2016.

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

ATTEST:

By: _____
Amelia Sanchez, City Secretary



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Consideration of a request to authorize the City Manager to negotiate a contract for engineering services with the highest ranked firm and/or consecutively ranked firms for engineering services for Texas Department of Transportation Transportation Alternatives Program Project, pedestrian connections from SH 95 to FM 1100, FM 1100 to Vicksburg Loop, and County Line Road from Bandera Woods to Austin Community College Elgin campus

DEPARTMENT: Community Development

PROPOSED ACTION:

Authorize City Manager to negotiate an engineering services contract.

BACKGROUND:

The City of Elgin received a Transportation Alternatives program grant in fall 2015. The project includes new sidewalk on FM 1100 from Vicksburg Loop to SH 95 North, along SH 95 North to Elgin Memorial Park park and ride, and on County Line Road from Bandera Woods to Austin Community College. The City requested proposals for engineering services which were due November 30. Proposals received were reviewed and ranked. Staff recommends that the Council authorize the City Manager to negotiate a contract with the highest ranked firm and to continue negotiations with consecutively ranked firms if needed. The local match for the city is \$120,236. The project budget estimate is \$1,319,331. The city is responsible for cost overruns. The alternative transportation grants usually require a 20% local match. The city has a reduced match amount because we are in Bastrop County which at the time of the grant application was an economically disadvantaged county and qualified for the match reduction through TXDOT. The City will work with the selected engineering firm and the Bastrop office of TXDOT to complete engineering and environmental services for this project as soon as possible with review submissions to TXDOT beginning in February.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Authorize the City Manager to negotiate a contract for engineering services with the highest ranked firm from proposals submitted and if necessary continue negotiations with consecutively ranked firms until a contract is secured for engineering services for CSJ: 0914-00-393 Texas Department of Transportation Transportation Alternatives Program project, pedestrian connections from SH 95 to FM 1100, FM 1100 to Vicksburg Loop, and County Line Road from Bandera Woods to Austin Community College campus.

ATTACHMENTS:

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

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



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Adjourn into Executive Session pursuant to Section § 551.071 Consultation with Attorney: to receive legal advice from the City Attorney regarding pending litigation, to wit: Brent Amos vs. City of Elgin HUD Housing Discrimination Complaint

DEPARTMENT: Administration

PROPOSED ACTION:

Consider information presented by staff and/or the City Attorney in Executive Session

BACKGROUND:

Under Texas Open Meetings law, there are seven exceptions that generally authorize closed meetings, also known as "Executive Sessions." The exceptions include discussions involving: (1) purchase or lease of real property; (2) security measures; (3) receipt of gifts; (4) consultation with attorney; (5) personnel matters; (6) economic development; and (7) certain homeland security matters. However, any and all final actions, decisions, or votes of the Elgin City Council related to such Executive Session items will be made in an open meeting

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Direction to staff and/or City Attorney as appropriate on matters discussed in Executive Session

ATTACHMENTS:

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

- ☐ **Staff will provide brief comments and answer questions on this item at the meeting.**
- ☐ **This is a routine procedural item and no presentation is planned for the meeting.**

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



ELGIN CITY COUNCIL MEETING AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

Adjourn into Executive Session pursuant to Section §551.072 Deliberation Regarding Real Property and Section § 551.087 Economic Development: to receive a staff briefing and deliberate regarding a potential economic development project located within the City Tax Increment Reinvestment Zone (TIRZ)

DEPARTMENT: Administration

PROPOSED ACTION:

Consider information presented by staff and/or the City Attorney in Executive Session

BACKGROUND:

Under Texas Open Meetings law, there are seven exceptions that generally authorize closed meetings, also known as "Executive Sessions." The exceptions include discussions involving: (1) purchase or lease of real property; (2) security measures; (3) receipt of gifts; (4) consultation with attorney; (5) personnel matters; (6) economic development; and (7) certain homeland security matters. However, any and all final actions, decisions, or votes of the Elgin City Council related to such Executive Session items will be made in an open meeting

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Direction to staff and/or City Attorney as appropriate on matters discussed in Executive Session

ATTACHMENTS:

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

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