ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
January 7, 2025
6:30 PM

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

Speaker comments are limited to three (3) minutes. No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a PUBLIC HEARING will allow a member of the public an opportunity to speak during the Public Hearing and does not require a "PUBLIC COMMENT FORM".

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

VI. PRESENTATION

1. Main Street Board Annual Report

2. **Municipal Court Youth Diversion Plan**

VII. CITY MANAGERS REPORT

1. **Centerpoint Energy Update to Part B of Rate Schedule No. CRR**
2. **Direction to Staff to Set the Second Monthly Meetings for the City Council**
3. **Library Advisory Board Quarterly Report**
4. **Historic Review Board Quarterly Report**
5. **Planning and Zoning Commission Annual Summary for 2023 and 2024**
6. **Discussion And Possible Direction To Staff Regarding The Minor Change To Usage of The Circle Brewing facility under a Planned Development District agreement with the City of Elgin.**
7. **Discussion And Possible Direction To Staff Regarding The Memorandum Of Understanding Between The City Of Elgin And The Elgin Independent School District Stone Creek Ranch Planned Development District Dated March 15, 2022.**

VIII. CONSENT AGENDA

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

1. **Building Standard Commission Board Member Appointment**
2. **Library Advisory Board Member Appointment**
3. **City Appointment for CAPCOG General Assembly for Council Member Chuck Swain**
4. **City Council Regular Meeting Minutes - August 20, 2024**
5. **City Council Special Meeting Minutes - August 27, 2024**
6. **City Council Regular Meeting Minutes - September 3, 2024**
7. **City Council Regular Meeting Minutes - October 8, 2024**
8. **City Council Special Meeting Minutes - November 26, 2024**
9. **City Council Regular Meeting Minutes - December 3, 2024**
10. **City Council Special Meeting Minutes - December 10, 2024**

IX. NEW BUSINESS

1. **City Appointments to the Elgin Chamber of Commerce Board**
2. **Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2024-2025 Annual Operating Budget**

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREMMENT WITH FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

4. **AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, DIVISION 6 SECTION 40-282, DIVISION 2, SECTION 40-171, AND DIVISION 9, SECTION 40-340 OF THE CITY OF ELGIN, TEXAS CODE OF ORDINANCES; MAKING CERTAIN AMENDMENTS REGARDING THE TIME SCHEDULE FOR ENFORCEMENT OF SCHOOL SPEED ZONES, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS,**

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR A RELATED MATTER**

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO**

7. **Bastrop County Advisory Board of Health Applications**

8. **Discuss and take possible action regarding creation of City Charter committee or amendments to City Charter.**

9. **Discussion and possible action regarding the Interim City Manager position**

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.

1. **In accordance with Texas Government Code, Chapter 551, the Council will convene into executive session, pursuant to Section 551.072, Tex. Gov't Code (Real Property):** Discuss and consider the purchase of certain real property for the City of Elgin.

2. **Pursuant to Texas Government Code Section 551.074 (Personnel Matters), the City Council will convene in Executive Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, specifically related to the Interim City Manager position.**

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

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

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

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

I, Peyton Standifer, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, January 3, 2025, in accordance with Chapter 551 of the Texas Government Code.

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Main Street Board Annual Report

DEPARTMENT: Community Services

PROPOSED ACTION: Receive Report.

BACKGROUND:
Elgin is an Accredited Texas Main Street City. Kristina Alvarez, Main Street Manager, and Main Street Board members will share a review of the past year in downtown development.

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

RECOMMENDATION:
N/A.

ATTACHMENTS:
1. ITEM VII.1. - MSB Quarterly Update 12-31-24
2. ITEM VII.1. - Main Street Council Presentation 01-07-25

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

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

December 31, 2024

Main Street Board/Committee Report to the City Council

Board Members:
Krista Marx, Sarah Gudenkauf, Jake Carter, Ashley Dahlke, Skie O'Mahoney, Michelle Nicholson, Erin Riley, Amber de la Rosa, Mercathea Hughes

Mission:
Implement downtown revitalization through the Main Street Four Point approach: Economic Vitality, Design, Promotion, and Organization.

State Support:
As a Texas Main Street City, Elgin benefits from design assistance and guidance from the Texas Historic Commission.

1.) Summary of Committee Activities for the Past 3 Months

The Main Street Board awarded $963.96 in advertising assistance grants and $3,000.00 in financial assistance grants since October 1, 2024.

For lease downtown:
- 101 W. 1st Street #D – 256 sq. ft. office space on 2nd floor
- 101 W. 1st Street #E – 256 sq. ft. office space on 2nd floor

For Sale downtown:
- 34 N. Main Street – 5,618 sq. ft. office/retail

Promotional events in addition to the monthly Sip, Shop, & Stroll:
- Shop Small Saturday
- Home for the Holidays
- Holiday by the Tracks with Hot Cocoa Stroll, Candy Bazaar & Lighted Holiday Parade
- EISD Holiday Concert
- Elf on the Shelf Scavenger Hunt
- Santa Sightings
- Stocking Stuffer Saturday

The Hogeye Festival broke records this year in sponsorship, vendor totals, and volunteer hours. The Promotion and Tourism committee has focused on the Depot District and bus tours to bring more visitors to Elgin.

The Design Committee is working on an update to the public art plan, an art alley and signage for the Depot District launch.

2.) Summary of Proposed Activities for the Next 3 Months

Accreditation reports are due to Main Street National for 2024 reporting on January 24, 2025. The Main Street Board is planning their working retreat in Buda, a similar size city to investigate how they have navigated similar growth and to update the 2025 workplan for Main Street America.

The Business Retention Committee, which Main Street calls Economic Vitality, is looking for a new committee chair and will be relaunched in 2025.

Promotion and Tourism plans to continue to discover innovative ways to increase visibility for Elgin as a tourist destination highlighting local assets, local events, and the weekly Farmer's Market.

The Design Committee will move forward with board approved steps on the Art Alley development and will work on a crosswalk for Depot and Ave. C to increase safety for pedestrians crossing between the two parks.

Upcoming Events:

- Music in the Park – Every Friday in March and April.
- Elgin Music Festival – April 2025
- Imagine the Possibilities Tour – May 2025
- Explore Elgin Arts & Culture - May 2025

2024
Community Impact & Progress Report

About Us

The Main Street Program creates a vibrant, multi-use, pedestrian-friendly environment in the historic commercial district, thereby increasing economic vitality and saving historic buildings that make up the character and heritage of our community.

As a Texas Main Street community, Elgin provides free design assistance for property and business owners, technical training, marketing and business assistance, promotional events, and volunteer recruitment and management to implement economic development in the context of historic preservation.

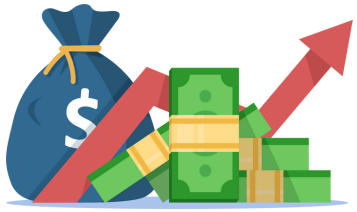
Main Street is a national approach to saving our heritage by preserving historic downtown areas.

2024 Main Street Impact

The Elgin Main Street Program has effectively harnessed the community's historic charm to revitalize and strengthen our downtown area. As we reflect on the accomplishments of 2024, we are thrilled to celebrate the tangible results of our efforts. This year alone, we have witnessed the opening of numerous new businesses, bringing fresh energy and vibrancy to our downtown landscape.

7 New Businesses

Welcomed a net of 7 new businesses in Elgin's historic downtown in 2024.



$2.88 Million

In public and private investment in 2024

$24k in Volunteer Hours

Over 725.5 volunteer hours in 2024 using the value of volunteer time - Texas.
https://independentsector.org/resource/value-of-volunteer-time/

Our collective efforts have truly made an impact, with an impressive total of 725.5 documented volunteer hours committed to the Main Street Program. From organizing events to engaging in beautification projects, our dedicated volunteers have played an essential role in shaping the downtown area and cultivating a spirit of community pride.

2024 Hogeye Festival

The 38th Annual Hogeye Festival was a remarkable success, breaking records across the board! We are excited to share that this year's event raised the highest amount ever in sponsorship, welcomed a record number of vendors, and garnered an unprecedented number of volunteer hours. As the largest fundraiser for the Main Street Program, all proceeds from the festival are reinvested back into our vibrant downtown district, supporting local initiatives and enhancing our community.

$61,000 in Sponsorship

2024 achieved a new record for sponsorship contributions.

111% Vendor Spaces

Added an additional 20 vendor spaces to the festival in 2024.

$17k in Volunteer Hours

Over 500 volunteer hours in 2024 using the value of volunteer time - Texas.
https://independentsector.org/resource/value-of-volunteer-time/

We sincerely thank everyone who participated in this year's festival, with special recognition for our remarkable volunteers. Their unwavering dedication, enthusiasm, and hard work formed the foundation of this event. From setting up tents and organizing activities to assisting vendors and ensuring a seamless experience for our guests, which was critical to our success. The commitment of our volunteers made this year's festival possible and transformed it into an unforgettable celebration for our community. Thanks to their contributions, we created lasting memories for all who attended.

Main Street Events

30+ Annual Events!

- **Sip, Shop, & Stroll** - 2nd Thursday of every month
- **Music in the Park** - every Friday in April and May
- **Explore Elgin Art & Culture** - every May
- **The Hogeye Festival** - 4th Saturday in October
- **Holiday events** including:
  - Shop Small Saturday
  - Santa Sightings
  - Holiday by the Tracks
  - Elf on the Shelf Scavenger Hunt
  - Stocking Stuffer Saturday

Supported Events

- Farmer's Market (weekly)
- MLK Walk (on rotation)
- Hatitude
- Relay For Life
- Elgin Music Festival
- Juneteenth Festival
- Juneteenth on Juneteenth
- National Night Out
- Pearls Before Swine Art Show
- Dia de los Muertos Festival
- Veterans Appreciation Parade
- Elgin ISD Holiday Concert

Community Partners

Elgin TEXAS
perfectly situated...

EDC
Economic Development Corporation

DOWNTOWN ELGIN Inc.

ELGIN ISD
ONE TOWN • ONE TEAM • ONE FAMILY

ELGIN FARMERS' MARKET
ESTABLISHED 1985

Elgin Public Library

Elgin
CHAMBER OF COMMERCE
& VISITOR CENTER

ELGIN ARTS ASSOCIATION

Bastrop County

TEXAS BRAZOS TRAIL
TEXAS HISTORICAL COMMISSION
TEXAS HERITAGE TRAILS PROGRAM

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Municipal Court Youth Diversion Plan

DEPARTMENT: Municipal Court

PROPOSED ACTION: No action is necessary on the part of the City.

BACKGROUND:
Pursuant to Article 45.306 (b) of the Texas Code of Criminal Procedure states that the Court must adopt a Youth Diversion Plan/Program that does not limit the types of strategies or services that may be imposed as needed in the best interest of the child and to promote the long-term safety of the community.

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

RECOMMENDATION:
No action is necessary on the part of the City.

ATTACHMENTS:
1. COE YOUTH DIV PLAN

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

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

Elgin Municipal Court

CITY OF ELGIN
310 N Main Street, Elgin, TX 78621
Office: (512) 281-0318 Fax: (512) 285-3512
Municipalcourt@elgintexas.gov

§	**IN THE MUNICIPAL COURT**
§	**CITY OF ELGIN**
§	**BASTROP COUNTY, TEXAS**

ORDER ADOPTING A YOUTH DIVERSION PLAN

IT IS ORDERED pursuant to Article 45.306 (b) of the Texas Code of Criminal Procedure that the Court adopts the Youth Diversion Plan hereafter referred to as the "Elgin Youth Diversion Program" or "Program."

IT IS FURTHER ORDERED that the Program shall not limit the types of strategies or services that may be imposed as needed in the best interest of the child and to promote the long-term safety of the community. Strategies and Services may be tailored to an individual case as determined by the Judge, City Prosecutor and Youth Diversion Coordinator after assessment and collaboration with all interested parties and service providers.

IT IS FURTHER ORDERED that the procedures, components, and applicable law referenced in the Elgin Youth Diversion Program shall be maintained on file for public inspection.

SIGNED AND ENTERED on this _____day of _____, 2025

CITY OF ELGIN TEXAS MUNICIPAL COURT

_____
Municipal Judge
City of Elgin
Bastrop County, Texas

CITY OF ELGIN MUNICIPAL COURT
YOUTH DIVERSION PLAN

Effective January 1, 2025

I. Description

As provided by Chapter 45, subchapter "E" of the Texas Code of Criminal Procedure, and contingent on eligibility, a child shall be diverted from formal criminal prosecution through an established Youth Diversion program.

The Youth Diversion Plan allows a child the opportunity to complete a Youth Diversion plan with realistic and reasonable terms, set by the Municipal Court Judge or the Youth Diversion Coordinator. Terms may include a combination of conditions such as community service, an educational program, counseling, letters of apology, and/or restitution, etc. A child's participation is voluntary and requires the child to accept responsibility for his or her conduct and engage in a diversion agreement.

The Juvenile Case Manager or Youth Diversion Coordinator will monitor the child's compliance throughout their participation in the program which may run up to 180 days. If the child satisfies all the requirements of their diversion agreement, there will be no further proceedings related to the case. If the child withdraws or does not successfully complete the diversion agreement, the Municipal Court will conduct a hearing to determine if the diversion was unsuccessful. If it is determined the diversion measures were unsuccessful, the court may transfer the child to a juvenile court or formally file the charge against the child for criminal prosecution, with the prosecutor's approval.

If it is determined that more time is necessary for a young person to successfully complete the diversion, a diversion contract can be extended and/or adjusted.

II. Eligibility

1. The child is charged with a misdemeanor offense, punishable by fine only, other than a traffic offense.
2. A child has not entered into a diversion agreement in the past 365 days.
3. A child is not eligible for diversion if the child previously had an unsuccessful diversion.
4. A child is not eligible for diversion if a diversion is objected to by the attorney representing the state.
5. A child may not be diverted from criminal prosecution without the consent of the child and the child's parent/guardian.
6. The child is at least 10 years of age and younger than 17 years of age.

III. Youth Diversion Goals

1. Prevent formal criminal prosecution.
2. Empower the child to accept responsibility for his/her actions.
3. Encourage acceptance of their consequences.
4. Deter future criminal conduct.
5. Prevent the creation or extension of criminal records.
6. Reduce the recurrence of problem behaviors leading to gateway misdemeanors.
7. Avoid currency punishments for youth and their parent/guardians with limited financial resources.

IV. Youth Diversion Plan

1. Bring together participants (e.g., child and parent(s)/guardian), Prosecutor, Youth Diversion Coordinator or Juvenile Case Manager, prosecutor, etc.)
2. Conduct a meeting and review charge(s).
3. Ensure the child and parent(s)/guardian understand participation is not an admission of guilt and is voluntary.
4. Discuss the best course of action for the diversion plan.
5. Set requirements and ensure the child and parent(s)/guardian comprehend the diversion agreement.
6. The child and parent(s)/guardians) accept and sign the individualized, written diversion agreement. The agreement will include term(s) of compliance, duration of the agreement, and a date by which conditions must be met. (These terms and conditions will be set on a case-by-case basis).

V. Strategies

The Prosecutor may require a child to participate in a program, as referenced in Chapter 45, Code of Criminal Procedure, Subchapter E. Youth Diversion, Art. 45.305, which include but are not limited to:

1. Require a child to participate in a court approved teen court program.
2. Perform Community based services at a non-profit organization or government agency that provides services to the general public that enhances the social welfare and general well-being of the community.
3. Attend a work and job skills training program.
4. Attend a preparatory class for the high school equivalency examination, administered under section 7.11, Texas Education Code
5. Attend an alcohol or drug abuse program.
6. Participate in counseling, including private or in-school counseling.
7. Partake in mentoring.
8. Require the child to pay restitution for an offense against property.

VI. Case Management

During the diversion period, the Judge, Youth Diversion Coordinator, Juvenile Case Manager, or Prosecutor will follow-up periodically for the sole purpose of evaluating program progress. Follow-up measures may include:

1. Follow-up calls to the child and parent(s)/guardian.
2. Contacting the Community Service provider.
3. Communication with school officials.
4. Conduct additional meetings as needed.
5. Referrals to educational classes and community service providers.

VII. Conclusion of Case

If the child successfully complies with the terms set in the diversion agreement, the case is closed without further prosecution and is reported as successfully completed. Should the child voluntarily withdraw from the diversion agreement or fail to comply with the terms of the agreement, the court will:

1. Conduct a Show Cause hearing.
2. Determine if an extension period should be granted to comply with the diversion agreement.
3. Review the terms of the diversion agreement and amend if needed.
4. Transfer the child to juvenile court.
5. Issue an order of contempt against the parent(s)/guardian.

PROCEDURES:

Upon receipt of a citation of complaint for a juvenile non-traffic violation from the Elgin Police Department:.

1. Set the case on a Pre-trial hearing before the City Prosecutor

2. Mail and email (if applicable) the Pre-trial hearing notice to the defendant and parent.

3. At the Pre-trial hearing the City Prosecutor will make determination whether a case will be filed and if the juvenile is eligible for participation in the Youth Diversion Program.

4. At intake Youth Diversion Coordinator or Juvenile Case Manager, youth and guardians will sign liability form, go over the program expectations, court orders, and goals.

5. The program is 12 weeks. (Could go longer if necessary.)

6. The caseworker will send monthly progress reports to the referring court.

7. Once the program is complete, the Youth Diversion Coordinator or Juvenile Case Manager will draft a compliance judgment and will send it to the judge for review and signature. The case is then closed without further prosecution.

8. If the youth fails to participate or comply with program expectations, the Youth Diversion Coordinator or Juvenile Case Manager will set the case for the next available Show Cause hearing.

9. If unsuccessful, the referring court could hold the youth in contempt and refer to the Juvenile Court to handle.

   Some of the programs we can offer are:
   - counseling (individual and family)
   - mentoring
   - Life Skills classes
   - ~hygiene guidance
   - ~monitoring of school grades, attendance, and behaviors
   - ~community service
   - ~curfew checks
   - ~anger management
   - ~Dating Violence program
   - ~Safe Texting program
   - ~And more

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Centerpoint Energy Update to Part B of Rate Schedule No. CRR

DEPARTMENT: Executive

PROPOSED ACTION: No action on the City's part is required.

BACKGROUND:
Centerpoint Energy has notified the City of Elgin that there has been a change to their rate schedule effective November 27, 2024.

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

RECOMMENDATION:
N/A

ATTACHMENTS:
1. Centerpoint Energy Rate Schedule effective 11.27.2024

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

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

CenterPoint Energy
1111 Louisiana Street
Houston, TX 77002-5231
P.O. Box 2628
Houston, TX 77252-2628

December 10, 2024

Mayor and City Council
City of Elgin
Elgin, Texas

Delivered by Certified Mail

Ladies and Gentlemen:

By this letter, CenterPoint Energy is updating part B of its Rate Schedule No. CRR on file with the City of Elgin to incorporate the consolidated PGA rate schedule that was approved by the Railroad Commission of Texas on June 25, 2024, in the Houston, Texas Coast, Beaumont/East Texas, and South Texas Divisions rate case, Gas Utilities Docket No. OS-23-00015513, *Consolidated*. The attached rates are currently effective for bills calculated on or after November 27, 2024. in the City of Elgin. These rates must be observed by CenterPoint until changed as provided by the Gas Utility Regulatory Act.

Please find attached the following CenterPoint Energy rate schedule:

Rate Schedule No. CRR

This is a compliance filing and no action on the part of the City is required. If you have any questions regarding this rate schedule, please contact me at 713-207-5946.

Sincerely,

Keith L. Wall
Director of Regulatory Affairs

Attachment

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex
and
CenterPoint Energy Texas Gas

Customer Rate Relief Rate Schedule

Applicable to all Sales Customers for the purpose of collecting and remitting customer rate relief charges as authorized by the Railroad Commission of Texas ("Commission") in accordance with Chapter 104, Subchapter I of the Texas Utilities Code and the Commission Financing Order issued in Docket No. OS-21-00007061.

A. ABBREVIATIONS AND DEFINITIONS

1) Authority - The Texas Public Finance Authority, together with any successor to its duties and functions.

2) Bonds or Customer Rate Relief ("CRR") Bonds - The "Texas Natural Gas Securitization Finance Corporation Customer Rate Relief Bonds, Series 2023" and any additional or different designation or title by which each series of Bonds shall be known as determined by the Issuer Entity.

3) Ccf and Mcf - For Ccf, one hundred (100) standard cubic feet of gas, where one (1) standard cubic foot of gas is the amount of gas contained in one (1) cubic foot of space at a standard pressure of fourteen point sixty-five (14.65) pounds per square inch, absolute and a standard temperature of sixty (60) degrees Fahrenheit; and, for Mcf, 1,000 standard cubic feet of gas.

4) Central Servicer - The entity engaged in accordance with the terms of the Financing Order to, amongst other things, engage the Participating Gas Utilities as collection agents for the purposes of facilitating collection and remittance of CRR Charges by Participating Gas Utilities, and perform the other services required of it under the Servicing Agreement (as defined in the Financing Order).

5) Commission - The Railroad Commission of Texas, including its staff or delegate.

6) CRR Charge True-Up Adjustment - A True-Up Adjustment (as defined in the Financing Order).

7) CRR Charge True-Up Charge Adjustment Letter - A true-up adjustment letter substantially in the form of Exhibit 3 to the Financing Order.

8) CRR Scheduled Adjustment Date – January 1 and July 1 of each applicable year, provided that the CRR Scheduled Adjustment Date and any other deadlines or target dates related thereto, shall be subject to modification prior to the date of the Bonds so as to reflect the terms of the Servicing Agreement.

9) Customer Rate Relief ("CRR") Charge - A nonbypassable charge as defined in Tex. Util. Code § 104.362(7).

10) Financing Order - The order adopted under Tex. Util. Code § 104.366 approving the issuance of CRR Bonds and the creation of Customer Rate Relief Property and associated CRR Charges for the recovery of regulatory assets, including extraordinary costs, related financing costs, and other costs authorized by the Financing Order.

11) Gas Utility – CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas ("CenterPoint Energy") and its successors and assignees, an operator of natural gas distribution pipelines that delivers and sells natural gas to the public and that is subject to the Commission's jurisdiction under Tex. Util. Code § 102.001, or an operator that transmits, transports, delivers, or sells natural gas or synthetic natural gas to operators of natural gas distribution pipelines and whose rates for those services are established by the Commission in a rate proceeding filed under Chapter 104 of the Utilities Code, within the service area.

12) Irrevocable - The Financing Order, together with the Customer Rate Relief Property as defined by Tex. Util. Code § 104.362(8) and the CRR Charges authorized by the Financing Order, are irrevocable and not subject to reduction, impairment, or adjustment by further action of the Commission, except in connection with true-ups authorized by the Financing Order.

13) Issuer Entity - Texas Natural Gas Securitization Finance Corporation, a Texas nonprofit public corporation established by the Authority, or any successor created pursuant to Tex. Gov't Code § 1232.1072.

14) Large Participating Gas Utility - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and any Participating Gas Utility or Successor Utility (as defined in the Financing Order) each of whose Normalized Sales Volumes exceed 2.0% of the total aggregate Normalized Sales Volumes among all Participating Gas Utilities. Any calculation performed in connection with the preceding sentence shall be made on the basis of the most recently reported Normalized Sales Volumes and such calculation shall be performed by the Central Servicer annually no later than one (1) month after Normalized Sales Volumes are reported as regularly scheduled under Paragraph H hereof; provided that the Commission and/or Central Servicer may perform such calculation without any limitation in order to give effect to any merger, acquisition, disposition, divesture, spin-off or other transaction that would impact a Participating Gas Utility's share of the total aggregate Normalized Sales Volumes. The Commission or the Central Servicer shall promptly thereafter provide written notice to a Participating Gas Utility that subsequently becomes a Large Participating Gas Utility, which change shall take effective beginning on January 1 of the following calendar year.

15) Nonbypassable - CRR Charges must be paid by all existing or future customers receiving service from a Participating Gas Utility or such gas utility's successors or assigns.

16) Normalized Sales Volumes –

a) For Large Participating Gas Utilities: All natural gas volumes projected to be billed for the upcoming twelve (12) month period in conjunction with the operation of a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated to calculate the CRR Charges.

b) For other Participating Gas Utilities: All natural gas volumes billed in the preceding calendar year in conjunction with the operation of a Participating Gas Utility's Purchase Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs and normalized according to the methodology utilized in each Participating Gas Utility's application filed in Docket No. OS-21-00007061, *Consolidated Applications For Customer Rate Relief and Related Regulatory Asset Determinations In Connection With The February 2021 Winter Storm*. For the avoidance of doubt, only the Normalized Sales Volumes of Large Participating Gas Utilities shall be aggregated in order to calculate the CRR Charges.

17) Participating Gas Utilities - Atmos Energy Corporation on behalf of its Mid-Tex Division and West Texas Division; Rockin' M Gas LLC d/b/a Bluebonnet Natural Gas LLC; CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas; Corix Utilities (Texas) Inc.; EPCOR Gas Texas Inc.; SiEnergy, LP; Summit Utilities Arkansas, Inc.[1]; Texas Gas Service Company, a Division of ONE Gas, Inc., excluding the West Texas Service Area; and Universal Natural Gas, LLC d/b/a Universal Natural Gas, Inc. or any Successor Utility (as defined in the Financing Order).

18) Sales Customer(s) - All active customers taking service under a Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs.

B. APPLICABILITY

This rate schedule sets out the rate, terms and conditions under which the CRR Charge shall be billed and collected by CenterPoint Energy Rate Schedule No. PGA-21 as a Participating Gas Utility for the [Unincorporated and Incorporated] areas of Beaumont/East Texas, South Texas, and Houston/Texas Coast, respectively under the terms of the Financing Order. Each individual Sales Customer is responsible for paying the CRR Charge billed to it in accordance with the terms of this rate schedule. Payment is to be made by an individual Sales Customer to the Participating Gas Utility of which it is a customer. The Participating Gas Utility is obligated to apply amounts collected

[1] Summit Utilities Arkansas, Inc. is the Successor Utility of CenterPoint Energy Arkla as of January 10, 2022.

from customers to pay any outstanding CRR Charges prior to applying such amounts for any other purpose. The Participating Gas Utility, as collection agent, shall remit collections of the CRR Charges to the Indenture Trustee in accordance with the terms of the Financing Order and any servicing or other similar agreement that is contemplated by the Financing Order.

C. TERM

This rate schedule shall remain in effect until the CRR Charges have been collected and remitted to the Indenture Trustee in an amount sufficient to satisfy all obligations in regard to paying principal and interest on the CRR Bonds together with all other financing costs, bond administrative expenses and other costs as provided in the Financing Order. This rate schedule and the CRR Charge are irrevocable and nonbypassable.

D. SALES CUSTOMERS

For the purposes of billing the CRR Charges, all Sales Customers of the Participating Gas Utility's Beaumont/East Texas, South Texas, and Houston/Texas Coast Divisions shall be assessed the uniform volumetric charge identified below.

E. CRR CHARGE

The CRR Charge will be a monthly volumetric rate of
$0.11800/Ccf @14.65
$0.11864/Ccf @14.73
$0.12042/Ccf @14.95

The CRR Charge is calculated in accordance with and subject to the provisions set forth in the Financing Order and will be adjusted at least annually based upon the CRR Charge true-up adjustment procedure. The CRR Charge shall be included in the Participating Gas Utility's Purchased Gas Adjustment, Cost of Gas Clause, or other equivalent tariff established for the collection of natural gas costs. Participating Gas Utilities may reflect the CRR Charge according to the delivery pressures defined in Participating Gas Utilities' applicable tariffs. Such delivery pressure specific charges shall be equivalent to the CRR Charge as determined below at 14.65 per square inch, as defined above.

F. DETERMINATION OF CUSTOMER RATE RELIEF CHARGE

The CRR Charge will be adjusted no less frequently than annually, in accordance with the terms of the Servicing Agreement (as defined in the Financing Order), to ensure that the expected collection of CRR Charges is adequate to pay when due, pursuant to the expected amortization schedule, principal and interest on the CRR Bonds and together with all other financing costs, bond administrative expenses and other costs, as provided in the Financing Order, on a timely basis. The CRR Charge shall be computed according to the formula described below.

Step 1: Determination of Normalized Sales Volumes
(A) Total Large Participating Gas Utility Normalized Sales Volumes (Mcf)
(B) Assumed % of uncollectible sales
(C) Total Normalized Sales Volumes Billed and Collected:

For the avoidance of doubt, Normalized Sales Volumes are assumed to be calculated without giving effect to volumes anticipated from Participating Gas Utilities making up less than two percent (2.0%) of the total Normalized Sales Volumes of all Participating Gas Utilities.

Step 2: Determination of CRR Charge
(D) Total CRR Charge Rate Revenue Requirement for Applicable Period
(E) CRR Charge per Normalized Sales Volumes (Mcf): *(D / C)*
Thereof: CRR Charge for Sales Customers

G. CRR CHARGE TRUE-UP

Changes to the CRR Charge will be effected through the filing of CRR Charge True-Up Adjustment Letters by the Central Servicer to the Commission as authorized by the Financing Order and in accordance with the Servicing Agreement. Not less than fifteen (15) days prior to each CRR Scheduled Adjustment Date and more frequently as required by the Central Servicer, the Central Servicer will submit the CRR Charge True-Up Adjustment Letter in the form of Exhibit 3 to the Financing Order to ensure that CRR Charge collections are sufficient to make all scheduled payments of CRR Bond principal and interest and meet other Ongoing Financing Costs (as defined in the Financing Order) on a timely basis during the payment period.

In addition to the foregoing, the Central Servicer shall be authorized to file CRR Charge True-Up Adjustment Letters with the Commission that adjust the CRR Charge more frequently (but not more often than quarterly) as required under the provisions of the Servicing Agreement (as defined in the Financing Order).

H. CRR CHARGE TRUE-UP PROCEDURE

CenterPoint Energy shall annually file with the Commission and the Central Servicer by June 1 of each year its Normalized Sales Volumes; each Large Participating Gas Utility shall include projected volumes for each of the future twelve (12) months beginning July 1, and each other Participating Gas Utility shall include its Normalized Sales Volumes for the prior calendar year. Such filing and/or reporting may be more frequent to the extent required under the Servicing Agreement and applicable Collection and Reporting Arrangements. If CenterPoint Energy is a Large Participating Gas Utility, the Participating Gas Utility shall, upon the request of the Central Servicer, provide the Commission and the Central Servicer updated Normalized Sales Volumes for the succeeding twelve (12) month period no later than the fifteenth (15th) day following such request to allow the Central Servicer to make Interim True-Up Adjustments. Each Participating Gas Utility shall have the right to provide the foregoing information to the Central Servicer on a confidential basis if reasonably necessary to ensure compliance

with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). The Central Servicer shall submit to the Commission and the Participating Gas Utilities, not less than fifteen (15) days prior to the CRR Scheduled Adjustment Date, a CRR Charge True-Up Adjustment Letter applying the CRR Charge True-Up Adjustment based on Normalized Sales Volumes and other mathematical factors and requesting administrative approval from the Commission as provided for in the Servicing Agreement. The Commission's review and approval of the True-Up Adjustment Letter shall be as set forth in the Servicing Agreement (it being understood such review is limited to determining if any mathematical or clerical errors are present in the application of the CRR Charge True-Up Adjustment relating to the appropriate amount of any over-collection or under-collection of CRR Charges and the amount of an adjustment).

If any CRR Charge True-Up Adjustment that is an Interim True-Up Adjustment is necessary, (i) the Central Servicer may request and the Large Participating Gas Utilities shall provide revised Normalized Sales Volumes for each of the immediately succeeding twelve (12) months and related data and (ii) within fifteen (15) days of receipt of such data, the Central Servicer shall file a revision to the CRR Rate Schedule in a True-Up Charge Adjustment Letter setting forth the adjusted CRR Charge to be effective for the upcoming period, in accordance with the Servicing Agreement. CenterPoint Energy shall have the right to provide such information on a confidential basis if reasonably necessary to ensure compliance with applicable securities laws (subject to any (i) legal requirements necessitating the disclosure of such information, including compliance with (A) applicable securities laws and (B) other generally applicable laws and (ii) certain customary restrictions and exceptions to be agreed). A CRR Charge resulting from a true-up adjustment will become effective on the first (1st) billing cycle that is not less than fifteen (15) days following the making of the CRR Charge True-Up Adjustment filing.

I. TAXABILITY

The receipt of CRR Charges by a Participating Gas Utility is exempt from state and local sales and use taxes and utility gross receipts taxes and assessments and is excluded from revenue for purposes of franchise tax under Tex. Tax Code § 171.1011.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Direction to Staff to Set the Second Monthly Meetings for the City Council

DEPARTMENT: Executive

PROPOSED ACTION: Direct the City Secretary to schedule any additional City Council meetings desired by the Council for the 2025 year.

BACKGROUND:
The City Council is required by the City Charter to have one meeting a month. However, typically the City Council meets the 1st and 3rd Tuesdays of each month.

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

RECOMMENDATION:
Direct the City Secretary to schedule any additional City Council meetings desired by the Council for the 2025 year.

ATTACHMENTS:
1. Meetings Schedule Calendar Attachment 2025 - Addtion of 2nd Meetings

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

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

Indicates a holiday or conflict

2nd meeting following typical schedule

2025

Previously approved required meetings

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	~~20~~	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	~~17~~	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	~~18~~	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	~~26~~	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	~~19~~	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	~~4~~	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	~~1~~	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	~~23~~	~~24~~	~~25~~
26	27	28	~~29~~	~~30~~	~~31~~	

NOVEMBER

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	~~27~~	~~28~~	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	~~24~~	~~25~~	26	27
28	29	30	31			

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Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Library Advisory Board Quarterly Report

DEPARTMENT: CMO

PROPOSED ACTION: Review the Report.

BACKGROUND:
This report covers the months of September, October, and November 2024.

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

RECOMMENDATION:
N/A

ATTACHMENTS:
1. LAB Quarterly Report - December 2024

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

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

Library Advisory Board to City Council – December 2024

Reporting Period September 1st, 2024 – November 30th, 2024

Beginning October 2024, the Elgin Library Advisory Board members are as follows: Chair Angelica Huerta, Vice-Chair Nicole Rooch, Secretary Barbara Leeper, Denise Halter, Julissa Kyle, and Jessica Johnson.

Quarter Review:

- Established partnership with Community Action – EPL offered QuickBooks bookkeeping classes
- EPL hosted Money Management Classes – Budgeting, Debt, Cash Flow for the Self-Employed, Major Purchases, Saving for Retirement and Monetary Defenses
- Operations hours extended – Tues/Wed/Th/Fri 9 am - 7 pm and Saturday 9 am - 5 pm

The library currently holds a collection of 30,441 items and circulated over 24,000 of those last quarter. There were over 7,500 visitors that took advantage of Elgin Public Library's facilities and services.

Fall has been a busy season for Elgin Public Library. In celebration of Halloween, the library hosted a children's puppet show, "It's the Great Pumpkin, Charlie Brown," with over 100 in attendance. EPL's Fall Festival was a remarkable success with over 500 attendees. The festival consisted of a costume contest, a magic show with Ms. Poppy, crafts, and food.

Also, the library hosted its first ever Haunted House, led by the EPL's TEEN's group, with over 300 in attendance. Teen volunteers began working on this project in the summer creating ideas and scare tactics that would be entertaining to families.

The library's youth services staff attended the Trunk or Treat event at Elgin Elementary. In efforts to promote literacy, staff handed out over 600 bookmarks.

In November, the library partnered with the Bastrop County Animal Shelter and hosted a successful adoption event, Reading with Kittens. Celebrating Dia de los Muertos provided an entertaining evening for all ages. Families decorated sugar skulls, played games, enjoyed delicious food, and got their face painted.

The library now has a Job Seekers Support Group that is led by EPL's peer support specialist. Patrons will receive guidance in finding jobs, creating resumes, and building interview skills. The new Memory Café kicked off in November. Memory Café is a social gathering for people with memory loss and their caregivers to connect and build a support network.

Looking Ahead:

- Continue planning of EPL's Makerspace – Funded by St. David's Foundation Libraries for Health Grant
- Long Range Plan 2024-2029
- Appoint Board Positions

EPL's staff and volunteers are gearing up for the new year ahead. Staff have already begun preparing for the winter activities for children and adult programming.

The EPL staff are excited to participate in Elgin's Holiday by the Tracks event. The library will have crafts available for all ages, outdoor games, food, and other activities. The library will be a stop in the Hot Cocoa Stroll and the Friends of the Elgin Library will also be giving away books.

The library plans to offer a new adult book club, Script to Screen. Additional upcoming programs are Conversational Spanish, Recovery Matters, and a Codependency Support Group. The library is partnering with Bastrop County Cares and Work Force Solutions to host a job fair in late January.

EPL staff and volunteers continuously seek new ways to engage with, provide and meet the needs of the Elgin community.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Historic Review Board Quarterly Report

DEPARTMENT: Executive

PROPOSED ACTION: Review attached reports.

BACKGROUND:
The Historic Review Board meets monthly to review an alteration visible from the public right of way in the historic district.

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

RECOMMENDATION:
N/A

ATTACHMENTS:
1. HRB QUARTERLY REPORTS 2024 Final

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

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

December 20, 2024
To: City Council
From: Amy Miller, Community Services Director
Re: Historic Review Board Quarterly Reports

HRB meets monthly, typically on the 4th Wednesday of the month at 7:30am in the City Council chamber. HRB reviews an alteration visible from the public right of way in the historic district. The area within the red dotted line in the attached map shows the district.

1ST Quarter:

Board members: Jake Carter, Barry Barker, Becky Davis, Caleb Dawson, Joan Godfrey, Robert Ryland, and Sheldon Johnson.

New Construction

200-300 Block Depot Street – Sidewalk and Streetscape
Veterans Memorial Park Expansion – New Construction and Public Art

Training

Historic Preservation training presented by Amy Miller

2nd Quarter

Board members: Jake Carter, Barry Barker, Becky Davis, Caleb Dawson, Joan Godfrey, Robert Ryland, Nicholas Lealos, and Sheldon Johnson.

Façade Applications

111 South Main Street – El Maguey Mexican Restaurant – Façade Application

Sign Applications

104 Depot St – Dorothy's Jewelry – Sign application

Training

Preservation 101 Training presented by Amy Miller – Topic: Bricks

New Construction

202 Depot Street – Elgin Police Department – New Construction

3rd Quarter

Board members: Jake Carter, Barry Barker, Becky Davis, Caleb Dawson, Joan Godfrey, Robert Ryland, Sheldon Johnson, Bernette Smith, and Nicholas Lealos.

Façade applications

101 North Main Street – Allan Tolbert Building - Façade Application
114 Central Avenue – Elgin Chamber of Commerce & Visitors Center - Façade Application
109 North Main Street – Carmona's Western Wear – Façade Application
113 Central Avenue – Giant Printing – Façade Application

Sign Applications

212 North Main Stret – Millie's on Main Street – Sign Application
206 Depot Street – Elgin Police Department – Sign Application
116 East 1st Street – Castillo's Collectibles – Sign Application
109 North main Street – Carmona's Western Wear – Sign Application
103 North Main Street – Napoli's Italian Restaurant – Sign Application

Training

Historic Preservation Training presented by Amy Miller – Topic: Storefronts

4th Quarter

Board members: Jake Carter, Becky Davis, Caleb Dawson, Joan Godfrey, Sheldon Johnson, Regina Mcilvain, Bernette Smith, Jessica Jaimes, and Nicholas Lealos.

Façade Application

116 Depot Street – Cutbirth Family Dental – Façade Application

Sign Application

116 Depot Street – Cutbirth Family Dental – Façade Application
109 North Main Street – Carmona's Western Wear – Sign Application
109 South Avenue C – Nereyas Barber Shop & Salon – Sign Application
109 A Central Avenue – LoFi Coffee House – Sign Application

New construction

200 Block Depot Street – City of Elgin – Streetscape Application

109 A Central Avenue – LoFi Coffee House – Temporary Seating Application

Downtown Elgin Zoning overlay – yellow and blue

Historic District – red dotted Line

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Planning and Zoning Commission Annual Summary for 2023 and 2024

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action is requested for this item.

BACKGROUND:
The attached reports were presented at the December 16th Planning & Zoning Commission meeting summarizing the commission's activities for 2024 compared to activities for 2023. Over 1,000 lots were approved for platting both years.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. PZC 2023 Annual Report
2. PZC 2024 Annual Report

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

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

Development Services Department

Planning & Zoning Commission (PZC) Annual Report

December 9, 2024

SUMMARY OF ACTIVITES FROM JANUARY 2023 – DECEMBER 2023

The Planning and Zoning Commission met a total of twelve times in 2023.

Preliminary Plats Approved:

1. Eagles Landing Ph 5 Subdivision
2. Burleson Creek Subdivision
3. Ella Estates Subdivision
4. PrimaVesta Subdivision
5. Lund Farms Sec 1Subdivision

Final Plats & Replats Approved:

1.	Elm Creek NW Ph 2	217 lots
2.	Ella Estates Subdivision	7 lots
3.	Briarwood Ph 1 Subdivision	236 lots
4.	Trinity Ranch Ph 1, Sec 3	207 lots
5.	Trinity Ranch Ph 2, Sec 1	2 lots
6.	Harvest Ridge Sec 1	128 lots
7.	Trinity Ranch Ph 2, Sec 2	150 lots
8.	Brickston Ph 1A	2 lots
9.	Sacred Heart Replat	(7) lots – combined 8 lots into 1
10.	Elgin Business Park III Replat	(2) lots – combined 2 lots into 1
11.	1st Presbyterian Replat	(3) lots – combined 4 lots into 1
12.	Harvest Ridge Sec. 4	145 lots
		1,082 total lots approved

Specific Use Permits:

1.	Childcare Facility	1	Recommended approval

Zoning Changes:

1.	R-1 to C-3	Recommended denial
2.	R-1 to R-2	Recommended approval

Code Amendments:

1.	Chapter 16 – Weeds, wild growth & unsanitary conditions	
2.	Chapter 46 amendment	Recommended approval
3.	Accessory Dwelling Unit Ord.	Recommended approval

Subdivision Variances

1.	Flag lot creations	3	(FM 1704, Old McDade Rd., Pistol Hill)

Workshops:

1. Chapter 46 changes
2. Graham Tract Development Agreement
3. Accessory Dwelling Unit Ordinance
4. Lund Farms Development Agreement
5. Sacred Heart PDD
6. Briarwood Development Agreement Amendment

Red text indicates that the subdivision is outside city limits.

Development Services Department

Planning & Zoning Commission (PZC) Annual Report

December 9, 2024

SUMMARY OF ACTIVITES FROM JANUARY 2024 – DECEMBER 2024

The Planning and Zoning Commission met a total of ten times in 2024 with one cancelled meeting due to posting requirements in June.

Preliminary Plats Approved:

1. Park Place Subdivision
2. Northside Meadows Subdivision
3. Triada Subdivision
4. Sueños Subdivision
5. Rhode Tract Subdivision
6. Trinity Ranch Phase 3 Subdivision
7. Altessa (Harvest Ridge) Subdivision amended Preliminary Plat

Final Plats & Replats Approved:

1.	Trinity Ranch Ph 2, Sec 3	179 lots
2.	Prima Vesta Ph 1A	115 lots
3.	Briarwood Ph 2	221 lots
4.	Creeks Crossing Ph 2 & 3	150 lots
5.	Triada Ph 1	126 lots
6.	Triniry Ranch Ph2, Sec 4	224 lots
7.	Elm Creek NW Ph 3	183 lots
8.	East Alamo Estates Replat	4 lots – divided 1 lot into 4
		1,002 total lots approved

Specific Use Permits:

1.	Carwashes	2	Recommended approval
2.	Private School	1	Tabled and then withdrawn by applicant
3.	Childcare Facility	1	Recommended approval

Zoning Changes:

1.	R-1 to R-2	Recommended denial
2.	R-1 to R-4	Recommended denial

Workshops:

1. Triada Development Agreement
2. Northside Meadows PDD
3. Rhode Tract PDD
4. Elgin Rolling Meadows PDD
5. Elgin Gateway Development Agreement
6. Amend Southside Meadows Development Agreement

In addition, the Commission served as the advisory committee to the Elgin City Council reviewing and making recommendations on the Water and Wastewater Community Impact Fee based on the updated land use assumptions report.

Red text indicates that the subdivision is outside city limits.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Discussion And Possible Direction To Staff Regarding The Minor Change To Usage of The Circle Brewing facility under a Planned Development District agreement with the City of Elgin.

DEPARTMENT: Executive

PROPOSED ACTION: This item has been placed on the agenda for general discussion and possible action relating to minor changes to the Circle Brewing Planned Development District.

BACKGROUND:
Council approved one of the first Planned Development Districts (PDD) with Circle Brewery in May 2019 (Ordinance No. 2019-05-04-10). The PDD document specified permitted uses to be a brewery and taproom, events space, future outdoor event space, and live music venue. Circle Brewing Company went out of business in early fall of 2023 and the property has since been purchased by the Elgin Independent School District who intends to use the second floor as office space (which was also the case with the brewery) and the first floor as an assembly area for periodic training events as depicted in the attached diagrams. While the EISD's intended use constitutes a minor change which does not substantially and adversely change the plan, the School District is requesting specific approval for the change.

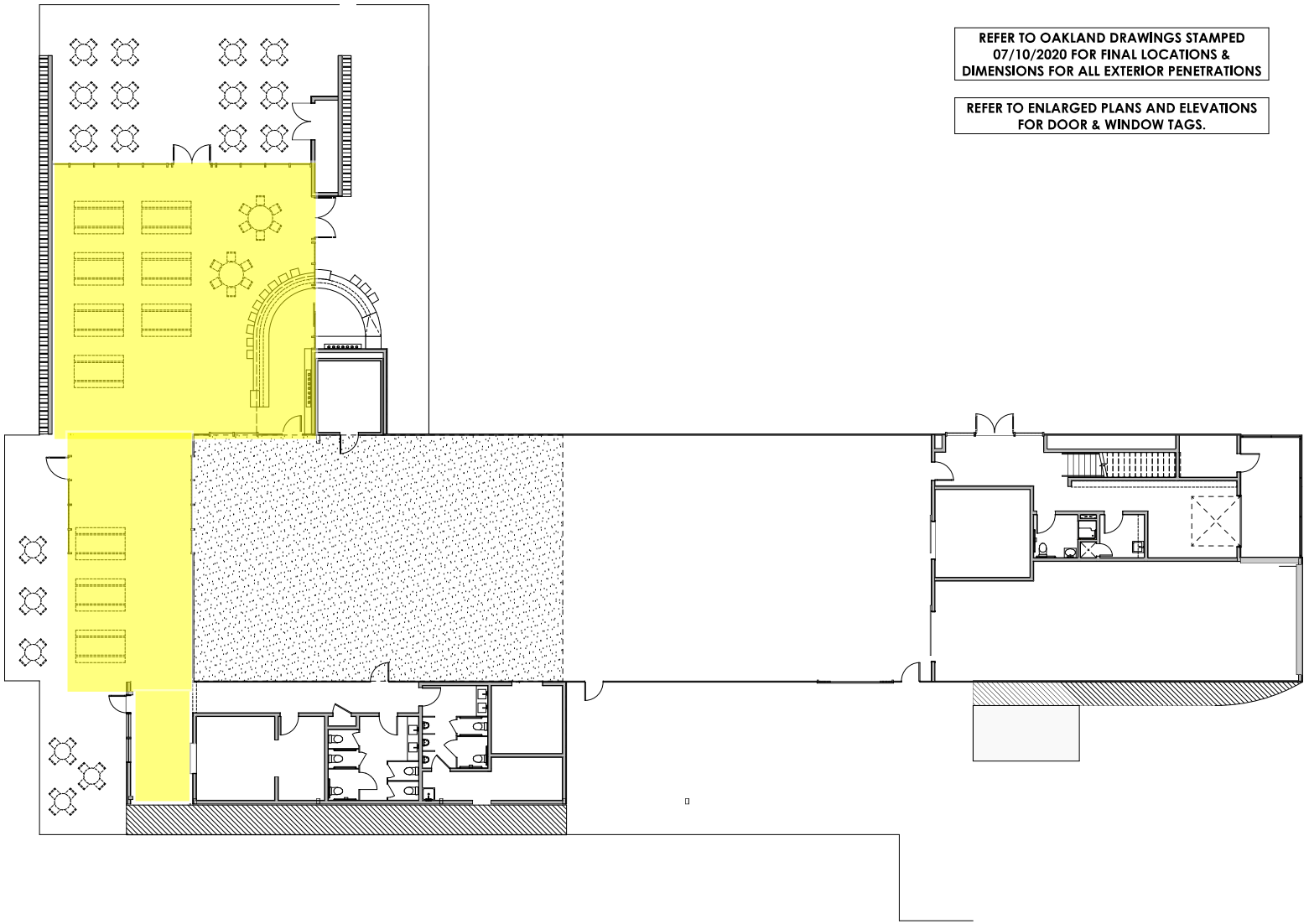
BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
General discussion and possible action relating to minor changes to the Circle Brewing Planned Development District.

ATTACHMENTS:
1. 2024-12-5 Lexington Property Use
2. 2024-12-5 Lexington Property PDD Usage Change Memorandum

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

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



REFER TO OAKLAND DRAWINGS STAMPED 07/10/2020 FOR FINAL LOCATIONS & DIMENSIONS FOR ALL EXTERIOR PENETRATIONS

REFER TO ENLARGED PLANS AND ELEVATIONS FOR DOOR & WINDOW TAGS.

1 Floor Plan - Level 1
SCALE: 1/8" = 1'-0"

DICK CLARK + ASSOCIATES
ARCHITECTURE • INTERIORS
512.472.4888 • WWW.DCARCH.COM
207 WEST 4TH STREET • AUSTIN, TX 78701

CAUTION: DO NOT SCALE DRAWINGS
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SEAL

REGISTERED ARCHITECT MARK VORNBERGER 17707 STATE OF TEXAS

2020-08-31

PROJECT

CIRCLE BREWING CO.
816 LEXINGTON ROAD
ELGIN, TX 78621

DRAWN BY
KW, MB, DM, RL

SET ISSUE
2020-08-31 - PERMIT SET

REVISIONS

PERMIT DOCUMENTS

This plan has been reviewed by ATS Engineers, Inspections Done Right or similar company and was found acceptable as submitted. Any comments that may not have been noted during this review process shall be addressed and corrected to comply with all applicable codes and ordinances of the City of Elgin. Copyright plan reviewing firm is stamped that was applied on the face sheet of the set.

THIS SET TO REMAIN ON-SITE

SHEET TITLE

FLOOR PLAN - LEVEL 1

A1.10

Monday, August 31, 2020 | 2:38 PM

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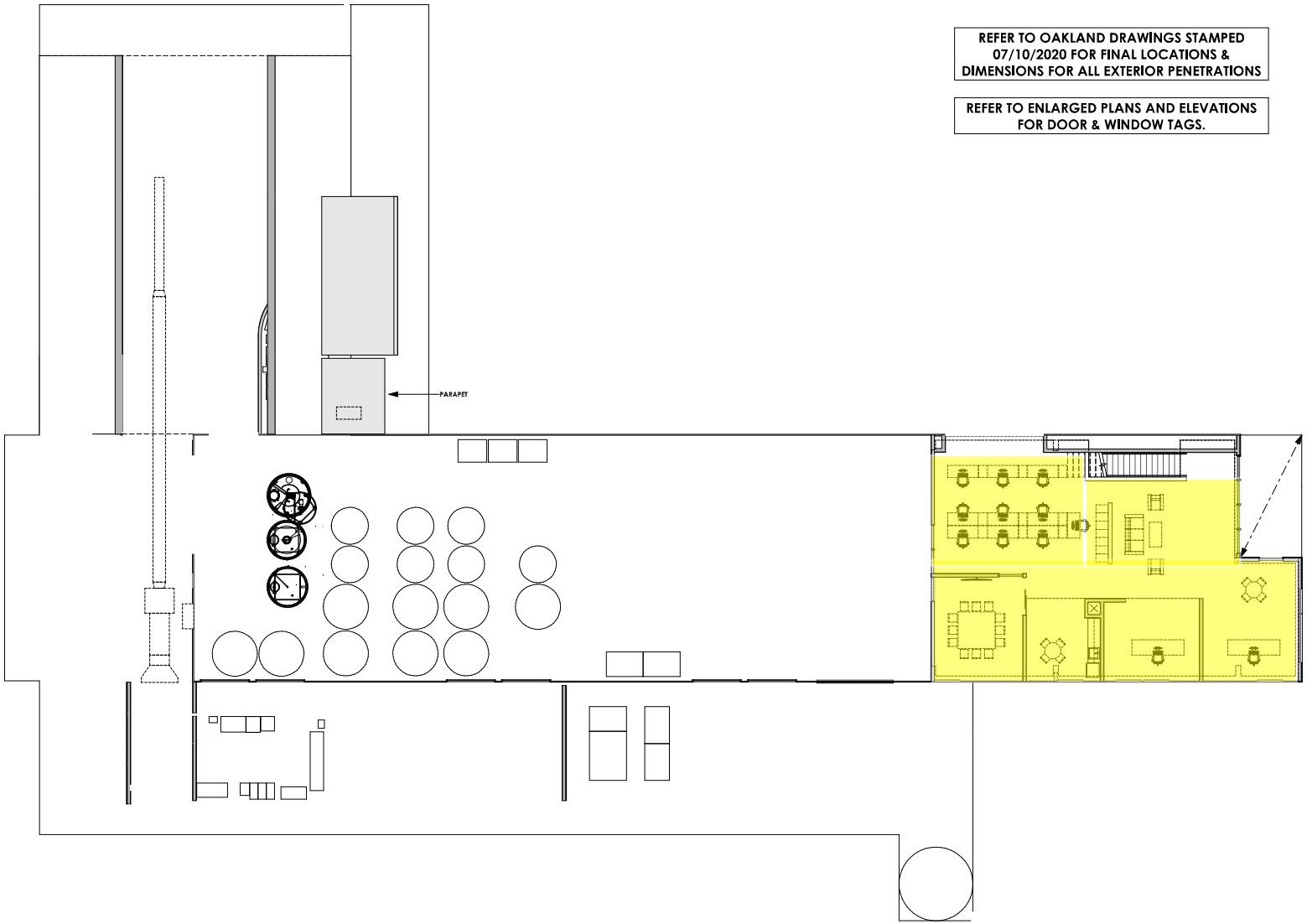

REFER TO OAKLAND DRAWINGS STAMPED 07/10/2020 FOR FINAL LOCATIONS & DIMENSIONS FOR ALL EXTERIOR PENETRATIONS

REFER TO ENLARGED PLANS AND ELEVATIONS FOR DOOR & WINDOW TAGS.

1 Floor Plan - Mezzanine
SCALE: 1/8" = 1'-0"

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SEAL

REGISTERED ARCHITECT MARK VORNBERGER 17707 STATE OF TEXAS

2020-08-31

PROJECT

CIRCLE BREWING CO.
816 LEXINGTON ROAD
ELGIN, TX 78621

DRAWN BY
KW, MB, DM, RL

SET ISSUE
2020-08-31 - PERMIT SET

REVISIONS

REV ID	CHANGE NAME	DATE

PERMIT DOCUMENTS

These plans have been reviewed by ATD Engineers. Inspectors shall be notified before any construction jurisdiction. Approval of these plans does not relieve any owner, developer or agent of the responsibility to comply with all applicable ordinances and laws. Copyright law reserves these plans without written permission of the architect. These plans must be kept on the jobsite at all times.

THIS SET TO REMAIN ON-SITE

SHEET TITLE
FLOOR PLAN - MEZZANINE

A1.11

Monday, August 31, 2020 | 2:38 PM

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Memorandum

To: City of Elgin City Council

From: Mike Brooks - Executive Director of Operations
Elgin ISD
805 W 10th Street
Elgin, TX 78621

Subject: Change in use of PropertyID: 64557 Lot 2
PDD ORD2019-05-14-10

Date: December 5, 2024

Dear Members of the City of Elgin City Council,

This memorandum is to formally notify the City Council of our intent to change the use of the property located at 816 Lexington Road, Elgin. The property is currently under a PDD (Planned Development District) approved by the City Council on May 14, 2019. The property was acquired earlier in 2024 and we propose utilizing the upstairs space for offices for four staff and the public space at the main entrance on the first floor to host periodic district training events for a maximum of sixty staff. The public area has two sets of 6’ doors and two - 3’ single doors providing more than 200” of egress. This site will provide relief from the fast growth of students and staff the district has experienced in recent years.

To facilitate discussion, we kindly request to be added to the next agenda for a City Council meeting. Please let us know if additional documentation or materials are required to support this request.

Thank you for your time and consideration. We look forward to collaborating with the City Council to ensure this project aligns with our shared vision for the community.

Sincerely,

Mike Brooks
Executive Director of Operations

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Discussion And Possible Direction To Staff Regarding The Memorandum Of Understanding Between The City Of Elgin And The Elgin Independent School District Stone Creek Ranch Planned Development District Dated March 15, 2022.

DEPARTMENT: Executive

PROPOSED ACTION: This item has been placed on the agenda for general discussion and possible action relating to the Memorandum of Understanding between the City of Elgin and the Elgin Independent School District.

BACKGROUND:
Council approved an amendment to the Stone Creek Ranch Planned Development District in April 2022 (Ordinance No. 2022-04-05-13) which included the addition of an educational use. According to the Memorandum of Understanding included with the amendment, since the EISD did not have a specific construction project for that property at the time of the amendment approval, the EISD would be required to inform City Council of the type of facility to be constructed "at such time that determination is made." The EISD is now ready to inform the City Council of its intent to relocate the Elgin ISD Transportation Center to the former Stone Creek Ranch property along FM 1100.

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

RECOMMENDATION:
General discussion and possible action

ATTACHMENTS:
1. Letter to Council.Transportation Resite
2. CoE Presentation.Transportation Center

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

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

ELGIN ISD
ONE TOWN • ONE TEAM • ONE FAMILY

December 9, 2024

Elgin City Council Members
PO Box 591
Elgin, TX, 78621

Subject: Request for Approval – Transportation Project Re-Site to Existing PDD Property

Dear Members of the City Council,

We are writing to formally acknowledge and respond to the city's requirement to relocate the Elgin ISD Transportation Center Project. As suggested by the city, the school district selected the former Stone Creek Ranch property along FM 1100, as part of the broader planning objectives for this initiative. While this shift was not the original preference of Elgin ISD, we respect the city's decision and are fully committed to making this transition as seamless and effective as possible.

Our team is dedicated to working collaboratively with the city, stakeholders, and residents to address any challenges associated with this move and to ensure that the project is developed in compliance with all environmental standards and design expectations. While this shift represents an unplanned change, we are eager to proceed with transparency, open communication, and shared commitment to the success of this vital infrastructure project. We are confident that this re-site will support the project's ultimate purpose and ensure improved connectivity and accessible transportation options for our students.

We respectfully request the council's review and approval of this re-site effort so we can move forward in alignment with the city's guidance. Thank you for your time, attention, and support as we navigate this adjustment. We are available to answer any questions or concerns as they arise and look forward to continuing collaboration with the council and the community.

Sincerely,

Rainey Lann

Executive Director of Bond Projects

O'CONNELL ROBERTSON

ELGIN ISD
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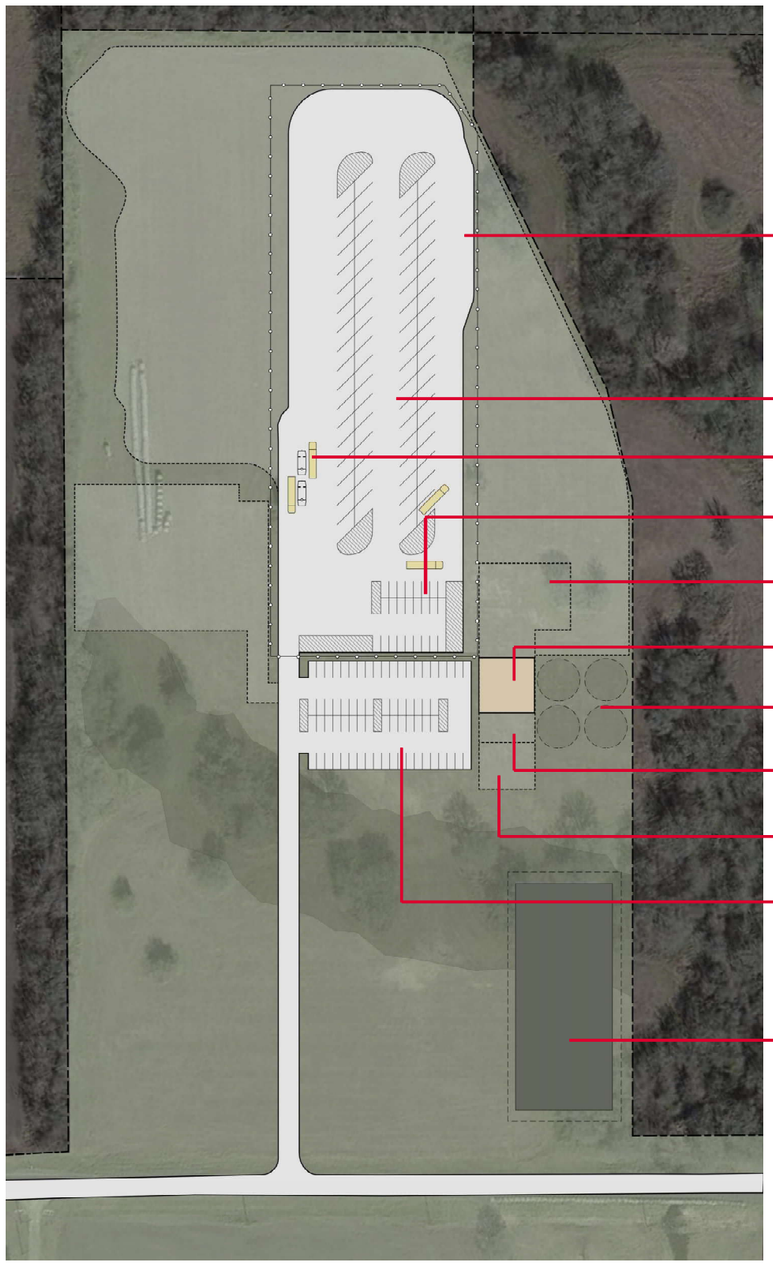
EISD TRANSPORTATION CENTER

- Review of High-Level Goals
- Master Plan Options
- Discussion of Phase 1
- Next Steps

WILDCATS



SEMI TRUCK PARKING

36 BUS PARKING

FUELING STATION

25 SECURE PARKING

(FUTURE) MAINTENANCE BAYS

TRANSPORTATION FACILITY

ON-SITE SEWAGE FACILITIES

(FUTURE) TRAINING

(FUTURE) EXPANSION

70 VISITOR PARKING

DETENTION POND

PHASE 1

Concept Schemes

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Building Standard Commission Board Member Appointment

DEPARTMENT: Executive

PROPOSED ACTION: Appoint Jerry Garcia to the Building Standards Commission for their first term to expire 9/30/2026.

BACKGROUND:
There is currently a vacancy on the Building Standards Commission. The Mayor has recommended Jerry Garcia to fill the vacancy. It is recommended that this member be appointed to serve their first term, which will expire on 9/30/2026, to remain consistent with the other appointment cycles.

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

RECOMMENDATION:
Approval of the Mayor's recommendation to fill the vacancy.

ATTACHMENTS:
None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Library Advisory Board Member Appointment

DEPARTMENT: Executive

PROPOSED ACTION: Appoint Yennifer Ibarra to the Library Advisory Board to fill a current vacant position with a term to expire 9/30/2025.

BACKGROUND:
The Library Advisory Board currently has a vacant seat. Yennifer Ibarra previously successfully served on the Library Advisory Board and has agreed to return to the Board to fill the vacant seat.

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

RECOMMENDATION:
Approval of appointment of Yennifer Ibarra.

ATTACHMENTS:
None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Appointment for CAPCOG General Assembly for Council Member Chuck Swain

DEPARTMENT: Executive

PROPOSED ACTION: Appointment of Chuck Swain in place of Mayor McShan as one of the City's CAPCOG representatives.

BACKGROUND:
In order to change the representative for CAPCOG, the City Council must confirm the appointment. Council Member Dennis is the other representative for the City of Elgin.

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

RECOMMENDATION:
Appointment of Chuck Swain in place of Mayor McShan as one of the City's CAPCOG representatives.

ATTACHMENTS:
1. GA Appointment Form.12-18-24

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

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

APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE
CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.
Counties: Official appointments are made at Commissioners Court.
Cities, Towns, Villages: Official appointments are made at City Council meetings.
Organizations: Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

Elgin _____ City Council (e.g., Austin City Council)

-OR-

_____ Other (Board or other governing body)

_____

City, County, or Organization being represented

Chuck Swain _____ City Council Member _____

Name of Representative **Position**

310 North Main Street _____

Address

Elgin, Texas 78621 _____

City, Zip Code

(512)281-5724 _____ N/A _____

Telephone Number **Fax Number**

chuck.swain@elgintexas.gov _____

Email address ***(General Assembly Reps. will be subscribed to CAPCOG Connections, Training Alerts, & other e-newsletters.)***

Check One:

_____ Reappointment
_____ Filling Vacancy
X _____ Changing Representative Theresa McShan _____

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly Representative for the above entity on January 7, 2025 _____.

Date of Meeting

_____ _____

Signature of Chief Elected Official/Chair of Governing Board **Date**

Email this form to sseale@capcog.org or fax it to 512-916-6001. For questions about completing this form, call Jennifer Salazar at 512-916-6018.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - August 20, 2024

DEPARTMENT: CMO

PROPOSED ACTION: Approve meeting minutes.

BACKGROUND:
A meeting was held on August 20, 2024.

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

RECOMMENDATION:
Approve meeting minutes.

ATTACHMENTS:
1. City Council Regular Meeting Minutes - August 20, 2024

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

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

ELGIN CITY CITY COUNCIL MINUTES
August 20, 2024
6:30 PM

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

ROLL CALL
Mayor McShan called roll call and stated that all council members were in attendance.

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

Staff:
Thomas L. Mattis, City Manager
Michael Gonzalez, Public Works Director
Amy Miller, Community Services Director
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Esmeralda Rangel, Assistant City Secretary
Todd Johnson, Commander
Aaron Crim, Commander

INVOCATION
Ms. Casnovsky provided the invocation.

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

PUBLIC COMMENT
There were no public comments.

CITY MANAGERS REPORT

1. **General Activity Report and/or Project Update**
   Mr. Mattis stated that with the EMS issue becoming a priority there would be a report and more information provided at the next council meeting. Mr. Mattis provided clarification to the council's questions. Discussion followed.

NEW BUSINESS

1. ***(Discussion Only)*** **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS SETTING THE PER DIEM AND RELATED COMPENSATION FOR THE MAYOR AND MEMBERS OF CITY COUNCIL; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS RELATED THERETO**
   Mr. Mattis provided details on an item previously brought to the council. This item would be further discussed at the next council meeting, Ms. Love provided some numbers for a monthly pay of eight fifty per council member and twelve hundred for Mayor. Discussion followed.

   No action was taken.

2. **Review and Discussion of a City Charter Review Process**
   Mr. Mattis provided details about the charter review process and how it could take place. He also stated that this process would take time and would probably not be ready to put on the May election ballot. Mayor McShan stated that she would like the attorney who specializes in city charters to be brought in after the budget season to provide guidance. Discussion followed.

3. **Debriefing on City Council Planning Retreat -** ***Mayor McShan***
   Mayor McShan wanted to debrief on the council's retreat that was facilitated by Dr. Mary C. Kelly. She wanted the council to reflect and provide a takeaway from the retreat. Mr. Gibson said he liked the bond of trust that was built. Mr. Mattis said it provided confidence in each other. Ms. Love enjoyed taking the personality tests. Mayor Pro Tem Brashar also found the personality test very interesting and useful. Mr. Dennis appreciated the collaboration. Mr. Swain enjoyed being able to talk about everything. Ms. Casnovsky found it inspirational and found the structure of the retreat comfortable. Mayor McShan agreed with all the takeaways provided by the council and most of all enjoyed being able to talk freely.

EXECUTIVE SESSION
The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS
Ms.Miller stated that there would be an abundance of events held around the city in October to celebrate Halloween. Including a trunk or treat at VFW and 1st Baptist Church. Fall fest, and a haunted house at the library. A pumpkin carving contest at the Rec Center. A costume contest at the Hogeye Festival. And many more events with dates will be provided in the newsletter. Ms. Miller also stated that starting October 1st the library would have new hours. Council Member Love also stated that there would be a ward meeting on Saturday the 24th at 2 p.m. for wards one and two.

ADJOURNMENT
Mayor McShan adjourned the meeting at 7:40 p.m.

ATTEST: _____
Theresa Y. McShan, Mayor

_____
Esmeralda Rangel, Assistant City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - August 27, 2024

DEPARTMENT: CMO

PROPOSED ACTION: Approve meeting minutes.

BACKGROUND:
A special meeting took place on August 27, 2024.

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

RECOMMENDATION:
Approve meeting minutes.

ATTACHMENTS:
1. City Council Special Meeting Minutes - August 27, 2024

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

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

ELGIN CITY CITY COUNCIL MINUTES
August 27, 2024
6:30 PM

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

ROLL CALL
Mayor McShan called roll call. Mayor McShan stated that Mr. Gibson and Mr. Swain were absent. Ms.Love made a motion to excuse their absence. Mayor Pro Tem seconded the motion. All voted in favor. The motion carried.

Present:
Theresa Y. McShan, Mayor
Joy Casnovsky, Council Member
YaLecia Love, Council Member
Al Rodriquez, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member
Sue Brashar, Mayor Pro Tem

Staff;
Thomas L. Mattis, City manager
Owen Rock, EDC Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Amy Miller, Community Services Director
Beau Perry, City Engineer/ Dev. Services Director
Pam Sanders, HR Director
Soina Browder, Media Specialist
Dodie Navejas, UB Customer Services Manager
Esmeralda Rangel, Assistant City Secretary
Peyton Martin, Executive Assistant
Mathew Decker, Patrol Sergeant

INVOCATION
Mayor McShan provided the innvocation.

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

PUBLIC COMMENT
Nicholas Teague, 112 Elmwood Dr., elected representative for ESD 1 stated that they want to help the city but can not in accordance with the 775 health and safety code. They can not provide ground ambulance transport services because the proposal with ESD 3 would be considered implicative, and it is not listed in their mission statement. He also stated that he believes the city should bid competitively.

CITY MANAGERS REPORT

1. **General Activity Report and/or Project Update**

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND AUTHORIZING A LETTER OF INTENT WITH ACADIAN AMBULANCE SERVICE REGARDING THE PROVISION OF EMERGENCY MEDICAL SERVICES TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO**
   Mr. Mattis presented a letter of intent with Acadian Ambulance. He stated that this was a non-binding 30-day renewable contract and a short-term emergency arrangement to address citizens' concerns about the city not having a backup plan and to provide assurance. Mr. Mattis addressed and answered questions asked by the city council. Discussion followed.

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

EXECUTIVE SESSION
The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS
Ms. Daina Plat with CARTS stated that CARTS is a rural transportation provider and announced that the Tuesday after Labor Day they will be launching their CARTS NOW bus service which will provide on-demand service for transportation within the city limits. Operating hours will be from Monday through Friday, from seven to seven. Ms. Miller stated that on September 7th at 6 p.m. at 200 Block Depot Street, there will be a ribbon-cutting ceremony for the new expansion of the Veteran's Park.

ADJOURNMENT
Mayor McShan adjourned the meeting at 7:25 p.m.

_____
ATTEST: **Theresa Y. McShan, Mayor**

_____
Esmeralda Rangel, Assistant City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - September 3, 2024

DEPARTMENT: CMO

PROPOSED ACTION: Approve Meeting Minutes.

BACKGROUND:
There was a meeting on September 3, 2024

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

RECOMMENDATION:
Approve minutes.

ATTACHMENTS:
1. City Council Regular Meeting Minutes - September 3, 2024

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

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

ELGIN CITY CITY COUNCIL MINUTES
September 3, 2024
6:30 PM

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

ROLL CALL
Mayor McShan called roll call and stated that all council members were in attendance.

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

Staff:
Thomas L. Mattis, City Manager
Michael Gonzalez, Public Works Director
Amy Miller, Community Services Director
Beau Perry, City Engineer/Dev. Services Director
Pam Sanders, HR Director
Sonia Browder, Media Specialist
Todd Johnson, Commander
Aaron Crim, Commander
Dodie Navejas, UB Customer Services Manager
Esmeralda Rangel, Assistant City Secretary

INVOCATION
Mr. Dennis provided the invocation.

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

PUBLIC HEARING

1. **Public Hearing on An ordinance granting a SPECIFIC USE PERMIT for OPERATION OF A childcare facility by the Elgin Independent School District on property located on a parcel of land known by the Bastrop County Central Appraisal District as Parcel 61102, located at 205 W. 2nd St (Elgin City, Block 37, Lot 3,4,5,6,7 & 8), City of Elgin, Texas, Bastrop County, and providing for a savings clause and repealing conflicting ordinances and resolutions.**
   Mayor McShan read the caption to the public hearing item. No one wished to speak.

2. **Public Hearing on the Proposed FY2024-25 Annual Budget for the City of Elgin**
   Mayor McShan read the caption to the public hearing item. No one wished to speak.

3. **Public Hearing On The Proposed FY24-25 Tax Rate**
   Mayor McShan read the caption to the public hearing item. No one wished to speak.

PUBLIC COMMENT
There were no public comments.

CITY MANAGERS REPORT

1. **Planning and Zoning Commission Quarterly Report**

2. **Board of Adjustments Quarterly Report**

3. **Building Standards Commission Quarterly Report**

4. **General Activity Report and/or Project Update**
   Mayor McShan stated that all boards submitted their report which are located in the agenda packet.

CONSENT AGENDA

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE PROPOSALS 23, 24, AND 25 FOR VETERANS MEMORIAL PARK EXPANSION, AND MAKING CERTAIN FINDINGS RELATED THERETO.**
   The resolution was approved on the consent agenda.

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

NEW BUSINESS

1. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS REGARDING CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES IN THE DEPOT DISTRICT OF THE CITY OF ELGIN, TEXAS; PROVIDING A SEVERABILITY CLAUSE.**
   Mr. Mattis stated that this was an item presented at a previous council meeting. Since that meeting, revisions have been made by the Main Street board in collaboration with citizens. Mr. Mattis also stated if any problems were to arise, the appropriate measures would be taken. Discussion followed.

   Ms. Casnovsky made a motion to approve the ordinance. Ms. Love seconded the motion. All voted in favor. The motion carried.

2. **CONSIDERATION OF A REQUEST BY MI CELINE MERCARO TO WAIVE THE ITINERANT VENDOR LOCATION AND OPERATION DISTANCE PROHIBITION ALLOWING THE CREATION OF A VENDOR COURT IN ADDITION TO OVERFLOW PARKING ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL NUMBER 12934, LOT 86, J.S. SMITH ADDITION, LOCATED IMMEDIATELY WEST OF 611 SOUTH MAIN STREET (MI CELINE MERCADO). THE PROPOSED VENDOR'S COURT IS WITHIN ONE THOUSAND FEET (1000') OF AN EDUCATIONAL FACILITY (BOOKER T. WASHINGTON ELEMENTARY SCHOOL).**
Mr. Mattis stated that this property is requesting a variance that would allow them to use the parking lot on the property as a food court. He stated that in a usual zoning change procedure, notification would be provided to neighbors in the area but because of the type of variance being requested notification would not needed. He also shared the Mayor's concern about not notifying others. Discussion followed.

Mr. Dennis made a motion to decline the resolution. Ms. Love seconded the motion. All voted in favor. The motion carried. The resolution was denied.

3. **AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR OPERATION OF A CHILDCARE FACILITY BY THE ELGIN INDEPENDENT SCHOOL DISTRICT ON PROPERTY LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY CENTRAL APPRAISAL DISTRICT AS PARCEL 61102, LOCATED AT 205 W. 2ND ST (ELGIN CITY, BLOCK 37, LOT 3,4,5,6,7 & 8), CITY OF ELGIN, TEXAS, BASTROP COUNTY, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**
Mr. Mattis stated that an application made by the school district for a special use permit went through the planning and commission process which included notification to neighbors and public hearing notifications. The planning commission requested certain conditions be met for approving the special use permit. The applicant has asked the council to table this item until the September 17th meeting to allow more time to properly address the commission's conditions. Discussion followed.

Mr. Rodriguez made a motion to table this item until the September 17th meeting. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried. This item was tabled until the September 17th meeting.

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH PRIMAVESTA LAND COMPANY LLC, AND MAKING CERTAIN FINDINGS RELATED THERETO.**
Mr. Mattis stated that this was an amendment to a previously approved development agreement due to a change in developer. The new developer is requesting an amendment to allow for a denser project. Mr. Perry provided additional clarifying information. Discussion followed.

Mr. Swain made a motion to approve the resolution. Ms. Love seconded the motion. The vote was: Mr. Swain - yes, Ms. Love - yes, Mr. Callahan - yes, Mr. Rodriguez- yes, Mr. Dennis - yes, Mayor Pro Tem Brashar - yes, Mayor McShan - yes, Ms. Casnovsky - yes, Mr. Gibson - no. The motion carried.

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

   Mr. Mattis stated that this is a procedure followed by the city charter for the first reading of the budget. He also stated that traditionally there have been two public hearings and readings provided for the budget with the second reading being the final approval. Discussion followed.

   Mr. Rodriguez made a motion to approve the ordinance as presented. Mayor Pro Tem Brashar seconded the motion. The vote was: Mr. Rodriguez - yes, Mr. Dennis - yes, Mayor Pro Tem Brashar - yes, Mayor McShan - yes, Ms. Casnovsky - no, Mr. Gibson - no, Mr. Swain - yes, Ms. Love - no. The motion carried on a 6 to 3 vote.

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

   Mr. Mattis stated that this was a standard procedure when approving the tax rate. All though this item does not require a public hearing there is one provided. Discussion followed.

   Mayor Pro Tem Brashar made a motion to approve the ordinance and that the property tax rate be increased by the adoption of a tax rate of $0.431104 for the M&O Rate per one hundred dollars of assessed value, which is effectively in total, a 13.72% increase in the tax rate. Mr. Dennis seconded the motion. The vote was: Mayor Pro Tem Brashar - yes, Mayor McShan - yes, Ms. Casvonsky - yes, Mr. Gibson - yes, Mr. Swain - yes, Ms. Love - yes, Mr. Callahan - yes, Mr. Rodrigez - yes, Mr. Dennis - yes. The motion carried on a 9 to 0 vote.

   Mayor Pro Tem Brashar made a motion to approve the Ordinance and that the property tax rate be increased by the adoption of a tax rate of $0.167681 for the debt rate per one hundred dollars of assessed value, which is effectively in total a 24.2% increase in the tax rate. Mr. Dennis seconded the motion. The vote was: Mayor Pro Tem Brashar - yes, Mayor McShan - yes, Ms. Casvonsky - yes, Mr. Gibson - yes, Mr. Swain - yes, Ms. Love - yes, Mr. Callahan - yes, Mr. Rodrigez - yes, Mr. Dennis - yes. The motion carried on a 9 to 0 vote.

EXECUTIVE SESSION

The City Council did not adjourn into executive session.

RECONVENE

ANNOUNCEMENTS

Mayor Pro Tem Brashar stated that the Veterans Park ribbon-cutting ceremony would be at 6 p.m. Mr. Mattis stated that Thursday at 3:30 p.m. would be the CARTS dedication ceremony.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:34 p.m.

ATTEST: **Theresa Y. McShan, Mayor**

_____

Esmeralda Rangel, Assistant City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - October 8, 2024

DEPARTMENT: CMO

PROPOSED ACTION: Approve regular meeting minutes.

BACKGROUND:
This meeting took place on October 8, 2024.

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

RECOMMENDATION:
Approve minuted.

ATTACHMENTS:
1. City Council Regular Meeting Minuted - October 8, 2024

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

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

ELGIN CITY CITY COUNCIL MINUTES
October 8, 2024
6:30 PM

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

ROLL CALL
Mayor McShan announced there was a quorum. She stated that Ms. Love, Mr. Aurthur, Mr. Rodriguez, and Mr. Dennis would not be in attendance. Mayor Pro Tem Brashar made a motion to excuse their absences. Mr. Swain seconded the motion. All voted in favor. The motion carried.

Present:
Theresa Y. McShan, Mayor
Joy Casnovsky, Council Member
Chuck Swain, Council Member
Matthew Callahan, Council Member
Sue Brashar, Mayor Pro Tem

Absent:
YaLecia Love, Council Member
Arthur Gibson III, Council Member
Al Rodriguez, Council Member
Forest Dennis, Council Member

Staff:
Thomas L. Mattis, City Manager
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Beau Perry, City Engineer/Dev. Services Director
Esmeralda Rangel, Assistant City Secretary
Peyton Standifer, Executive Assistant
Daniel Mahonney, Police Officer

INVOCATION
Mr. Callahan provided the invocation.

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

PUBLIC COMMENT
Brett Douglas, 906 Main St, Chairman of Bastrop Pride, wanted to share that they had a successful

pride festival in the historic downtown Bastrop for the 4th year in July. They also have P-flag support groups open to all every Tuesday in Bastrop more information can be found at bastroppride.org They are also excited to hold a booth at the Hogeye Festival again this year.

CITY MANAGERS REPORT

1. **General Activity Report and/or Project Update**

CONSENT AGENDA

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A RATE INCREASE TO THE WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKIN CERTAIN FINDINGS RELATED THERETO**
   The resolution was approves on the consent agenda.

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS ESTABLISHING OFFICIAL CITY OF ELGIN HOLIDAYS FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; AND PROVIDING FOR RELATED MATTERS.**
   Ms. Casnovsky pulled this item from the consent agenda. Ms.Casnovsky made a motion to change Columbus Day to Indigenous People's Day. Mayor Pro Tem seconded the motion. All voted in favor. The motion carried.

   Ms. Casnovsky made a motion to approve all other holidays as listed. Mr. Callahan seconded the mortion. All voted in favor. The motion carried.

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH TRAVIS COUNTY MUD 14 FOR PASS THROUGH WASTEWATER SERVICE AND MAKING CERTAIN FINDINGS RELATED THERETO.**
   The resolution was approved on the consent agenda.

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

NEW BUSINESS

1. **Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including The Planning & Zoning Commission, Board of Adjustments, Library Advisory Boards, Park & Recreation Advisory Board, Economic Development Corporation Board of Directors, Historic Review Board, Main Street Board of Directors, And Building Standard Commission**
   Mayor Pro Tem Brashar made a motion to approve the Board of Adjustments as presented. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.
   Ms. Casnovsky made a motion to approve the Building Standards Commissions as presented. Mr. Swain seconded the motion. All voted in favor. The motion carried.
   Ms. Casnovsky made a motion to approve the EDC Board of Directors as presented. Mr. Swain seconded the motion. All voted in favor. The motion carried.
   Mr. Callahan made a motion to approve the Historic Review Board as presented. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

Mayor Pro Tem Brashar made a motion to approve the Library Advisory Board as presented. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.
Mr. Swain made a motion to approve the Main Street Board as presented. Mr. Callahan seconded the motion. All voted in favor. The motion carried.
Mayor Pro Tem Brashar made a motion to approve the Parks & Advisory Board as presented. Mr. Callahan seconded the motion. All voted in favor. The motion carried.
Mr. Callahan made a motion to approve the Planning & Zoning Commission as presented. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.
Ms. Casnovsky made a motion to approve the Public Safety Advisory Committee as presented. Mayor Pro Tem seconded the motion. All voted in favor. The motion carried.

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CONSENTING TO THE APPOINTMENT OF PEYTON STANDIFER AS CITY SECRETARY OF THE CITY OF ELGIN IN ACCORDANCE WITH THE CITY CHARTER; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

Mr. Mattis stated that the City Secretary position needs to be approved by the council per the city charter. He stated that over thirty applicants had applied and Peyton rose above the rest. Ms.Standifer then provided a bit about herself. Discussion followed.

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

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO RENEW AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Mr. Mattis stated that this was a routine renewal of the contract. The primary role of the system is to verify street names and addresses and to make sure that they provide no conflict for 9-1-1 operators to respond to those addresses. Discussion followed.

Mr. Swain made a motion to approve the resolution. Mr. Callahan seconded the motion. All voted in favor. The motion carried.

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE UNIMPROVED PROPERTY CONTRACT WITH MAREDIA BUSINESS, INC. FOR THE SALE OF CERTAIN REAL PROPERTY BY THE CITY OF ELGIN; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Mr. Mattis stated that when there is an unused or undeveloped property that the city owns, it can be conveyed to a neighboring property owner. The requestor must pay for a land survey and a certified appraisal is used to determine the value of the property. Mr. Mattis reiterated that the action tonight was only to authorize the sale of the property and the owner has complied with all the rules and has agreed to pay the appraised value.

Mr. Callahan made a motion to approve the resolution as presented. Mr. Swain seconded the motion. All voted in favor. The motion carried.

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATLAS CONSTRUCTION CORPORATION OF GRANITE SHOALSTEXAS FOR ROY RIVERS PHASE IV UTILITIES AND MAKING CERTAIN FINDINGS RELATED THERTO.**

Mr. Mattis stated that this will extend utilities from the business park to the Roy Rivers development. Mr. Perry provided more details. Discussion followed.

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

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING PERSONS FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**
   Mr. Mattis stated that the city council can make a nomination every year for both county appraisal districts for the board of directors. This was discussed at the last meeting. Since that meeting, Debbie Cartwright has requested the council to nominate her so she can be on the ballot.

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

EXECUTIVE SESSION
The City Council did not adjourn into excecutive session.

RECONVENE

ANNOUNCEMENTS
Mayor Pro Tem Brashar stated that the VFW would have a trunk or treat and would also be creating a haunted house. Any other pamphlets for announcements were left at the city council's place at the dias.

ADJOURNMENT
Mayor McShan adjourned the meeting at 7:11 p.m.

_____
ATTEST: **Theresa Y. McShan, Mayor**

_____
Esmeralda Rangel, Assistant City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - November 26, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of Meeting Minutes

BACKGROUND:
N/A

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

RECOMMENDATION:
Approval of Meeting Minutes

ATTACHMENTS:
1. City Council Special Meeting Minutes November 26, 2024

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

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

ELGIN CITY CITY COUNCIL MINUTES
November 26, 2024
6:30 PM

CALL TO ORDER
Mayor McShan called the meeting to order at 6:30 PM.

ROLL CALL
Mayor McShan announced there was a quorum. Council Member Gibson arrived at 6:35 p.m.

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

Staff:
Thomas L. Mattis, City Manager
Peyton Standifer, City Secretary
Owen Rock, Economic Development Director
Michael Gonzalez, Public Works Director
Chris Noble, Police Chief
Amy Miller, Community Services Director
Mark Schroeder, City Attorney
Pam Sanders, HR Director
Todd Johnson, Police Commander
Aaron Crim, Police Commander
Dodie Navejas, Utility Billing Customer Service Manager
Esmeralda Rangel, Assistant City Secretary
Karol Jarmon, Public Works Administrative Assistant
Rodeny Jarmon, Public Works Superintendent
Terry Fowler, Construction Manager
Heather Fowler, Library Services Manager
Matthew Hicks, Police Lietanuant
Melissa Lipec, Planning Tech

NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE EMPLOYMENT AGREEMENTS WITH THE CITY SECRETARY, THE DIRECTOR OF PUBLIC WORKS, THE DIRECTOR OF HUMAN RESOURCES, THE DIRECTOR OF ECONOMIC DEVELOPMENT, AND THE DIRECTOR OF COMMUNITY SERVICES; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**
   No action was taken by council.

EXECUTIVE SESSION
Mayor McShan announced that the City Council was reconvening into Executive Session. The time was 6:30 p.m.

1. **The City Council will convene into Executive Session pursuant to Texas Government Code, Section 551.074 (Personnel Matters) to deliberate the employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager.**

2. **The City Council will convene into Executive Session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) to seek legal advice and discuss potential litigation.**

RECONVENE
The City Council returned at 7:26 p.m. Mayor McShan reconvened the meeting into open session at 7:27 p.m. Council Member Rodriguez made a motion to approve the Separation and Release of Labor Agreement and authorize the Mayor to execute the Agreement on behalf of the City Council. Council Member Callahan seconded the motion. All voted in favor. The motion carried. Mayor McShan stated that the item on the New Business section of the agenda would not be addressed.

ADJOURNMENT
Mayor McShan adjourned the meeting at 7:28 PM.

ATTEST: _____ **Theresa Y. McShan, Mayor**

_____
Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - December 3, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the meeting minutes as they are presented.

BACKGROUND:
Meeting minutes from the December 3, 2024 Regular City Council Meeting.

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

RECOMMENDATION:
Approval of the meeting minutes as they are presented.

ATTACHMENTS:
1. City Council Regular Meeting Minutes - December 3, 2024

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

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

ELGIN CITY CITY COUNCIL MINUTES
December 3, 2024
6:30 PM

CALL TO ORDER
Mayor McShan called the meeting to order at 6:30PM.

ROLL CALL
Mayor McShan called roll call. All Council Members were present.

Present:
Theresa Y. McShan, Mayor
Sue Brashar, Mayor Pro Tem
Matthew Callahan, Ward 3
Al Rodriguez, Ward 3
Forest Dennis, Ward 4
Joy Casnovsky, Ward 1
Arthur Gibson III, Ward 1
Chuck Swain, Ward 2
YaLecia Love, Ward 2

Staff:
Beau Perry, City Engineer/ Development Services Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Amy Miller, Community Services Director
Mark Schroeder, City Attorney
Pam Sanders, Human Resources Director
Sonia Browder, Media Specialist
Esmeralda Rangel, Assistant City Secretary
Patrick Krzan, Police Sergeant
Karol Jarmon, Public Works Administrative Assistant
Rodeny Jarmon, Public Works Superintendant

INVOCATION
Council Member Gibson provided the invocation.

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

PUBLIC HEARING

1. **PUBLIC HEARING ON A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO.**
   Mayor Mcshan read the caption of the Public Hearing. No Public Comment was made by any in attendance.

2. **PUBLIC HEARING ON AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS TO WIT: APPROXIMATELY 56.2727 ACRES OF LAND OUT OF THE WILLIAM HINES SURVEY 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS (OUT OF TRAVIS CO. APPRAISAL DISTRICT PARCEL NUMBER 237109), INCLUDING ADJACENT RIGHT-OF-WAY AND BEING FULLY DESCRIBED IN EXHIBIT "A-4"; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**
   Mayor Mcshan read the caption of the Public Hearing. No Public Comment was made by any in attendance.

PUBLIC COMMENT

Shametra McGregor from Operation Turkey thanked Council and the Elgin community on behalf of Operation Turkey. Mayor McShan and the Council presented Shametra with a Proclamation for Operation Turkey.

Wes Callais, 18304 Willow Sage Lane, provided public comment on the Interim City Manager position on the agenda. He appealed to council to "look outside the box" for a "substitute" City Manager, and expressed opposition to having an Interim City Manager that is currently on staff.

PRESENTATION

1. **Presentation of the Annual Audit Report for the period ending September 30, 2023 by BrooksWatson &Co. PLLC**
   Mike Brooks from Brooks and Watson presented the annual audit for Fiscal Year 2023-2024, summarized the audit, and answered questions from the council. Mr. Brooks was able to issue an unmodified opinion for this audit, meaning that these statements are free of any material misstatement and any or all footnotes are disclosed. Council Member Casnovsky requested that Mr. Brooks summarize the packets given to the Council. Mr. Brooks presented the firm's findings and recommendations which stated that the City does not possess the staff necessary that is capable of preparing the required statements, and the City utilizes a pooled cash fund and the firm recommends that funds that are in a deficit position should be addressed in a timely manner. Mayor McShan questioned Mr. Brooks about his recommendation for pooled cash. Mr. Brooks stated that it was common and an efficient way to manage, and he is not recommending the City change that. Mr. Brooks stated that the staff turn-over and incoming staff did not allow for timely bank reconciliations. The fourth finding was related to the investments and associated necessary staff needed for investment requirements. The final finding was related to upcoming accounting standard, which will be in effect for the FY 2024-2025 year.

CITY MANAGERS REPORT

1. **General Activity Report and/or Project Update**
   No questions or comments were made by council.

2. **Board of Adjustments Quarterly Report**
   Mayor McShan directed council to look at this report at their leisure.

3. **Building Standards Commission Quarterly Report**
   Mayor McShan directed council to look at this report at their leisure.

CONSENT AGENDA

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NUMBER 3 FOR THE ELGIN POLICE DEPARTMENT PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.**
   The resolution was approved on the consent agenda.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NUMBER 4 FOR THE ELGIN POLICE DEPARTMENT PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO.
   The resolution was approved on the consent agenda.

3. **Board and Commissions Appointment**
   The appointment to the Historic Review Board was approved on the consent agenda.

4. **City Council Regular Meeting Minutes - August 6,2024**
   The minutes were approved on the consent agenda.

5. **City Council Special Meeting Minutes - August 13, 2024**
   The minutes were approved on the consent agenda.

6. **City Council Regular Meeting Minutes - November 12, 2024**
   The minutes were approved on the consent agenda.

   Council Member Dennis motioned to approve the consent agenda. Council Member Love seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. **AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2025 REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE**
   Mayor McShan explained that this Ordinance would set the required meetings for the 2025 year, and the schedule has already been adjusted for certain events. Mayor Pro Tem Brashar motioned to approve the ordinance as it was presented. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

2. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: APPROXIMATELY 56.2727 ACRES, LYING IN AND BEING SITUATED OUT OF THE WILLIAM HINES SURVEY 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS (OUT OF TRAVIS CO. APPRAISAL DISTRICT PARCEL NUMBER 237109), INCLUDING ADJACENT RIGHT-OF-WAY AND BEING FULLY DESCRIBED IN EXHIBIT "A-4", ATTACHED HERETO; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**
   Beau Perry, City Engineer, explained that this annexation was part of the Elgin Gateway Development Agreement voted on at the previous meeting, which allows the City to annex the commercial property and the multifamily property. Council Member Casnovsky

motioned to approve the ordinance as presented. Council Member Callahan seconded the motion. All voted in favor. The motion carried.

3. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**
Mayor McShan explained that the newly annexed property would be assigned to Ward 2 by this ordinance. Council Member Swain motioned to approve the ordinance as present. Council Member Love seconded the motion. All voted in favor. The motion carried.

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A STRATEGIC PARTNERSHIP AGREEMENT WITH TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 36 (OR NEXT AVAILABLE NUMERICAL DESIGNATION) AND MAKING CERTAIN FINDINGS RELATED THERETO.**
Beau Perry, City Engineer, explained that this agreement will ultimately give the City some control over the development of the ETJ MUD and work with the developer to meet the City's expectations. Council Member Dennis motioned to approve the resolution as it was present. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WGA ENGINEERS FOR DESIGN OF A DIRECT WATER WELL TIE IN AND MAKING CERTAIN FINDINGS RELATED THERETO**
Beau Perry, City Engineer, explained that this resolution was in response to the Council's direction to staff after the previous freeze to make certain that the City has redundancies in place to ensure that the City is not reliant on other entities when natural disasters occur. The project will require that the water treatment plant be taken offline several times and the tie in to the water well will allow the City to utilize that water, while still meeting various requirements for disinfection, while the water treatment plant is offline for construction or due to a natural disaster. Council Member Gibson questioned the cost of the water well tie-in, which Mr. Perry explained that this is just a resolution for engineering. The construction of the project will go out for bid, and return to council for a vote. Council Member Rodriguez questioned the impact to citizens when the treatment plant is taken offline, which Mr. Perry responded that the water well tie-in would mean citizens would see no impact. Council Member Dennis sought confirmation of the location of the well which Mr. Perry responded that it is Water Well 15 located at the water treatment plant.
Mayor Pro Tem Brashar motioned to approve the resolution as it was present. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR A RELATED MATTERS**
Amy Miller, Director of Community Services, explained that City of Elgin currently has a 3 year with the Chamber of Commerce for the expenditure of the Hotel Motel Tax that is expiring this year. Ms. Miller is presenting a new 3 year contract that has been prepared by City staff and the Chamber President. There have been several changes made to the proposed contract from the previous contract. City Council Casnovsky questioned the reporting requirements. Council Member Dennis questioned the location transition the Chamber of Commerce is currently going through. Ms. Miller explained that this is not related to their location change, and is just the receiving and expenditure of Hotel Motel tax

dollars. The lease of a City property was a separate agreement. Council Member Dennis questioned the change of leadership for the Chamber, and Ms. Miller explained that it does not currently affect the agreement. Council Member Casnovsky questioned the continuation of a visitor's center, and it was confirmed that they will still be operating a visitor's center. Council Member Swain motioned to approve the resolution as it was present. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

7. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**
   Mayor McShan explained that this was previously tabled, and the City has 126 votes to cast. Council Member Rodriguez confirmed that the Elgin Independent School District cast their votes for David Glass. Council Member Dennis motioned to cast all 126 votes for David Glass. Council Member Callahan seconded the motion. All voted in favor. The motion carried.

8. **Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2024-2025 Annual Operating Budget**
   Mayor McShan tabled this item with the intention to return to this item at the January 7, 2025 City Council Meeting.

9. **Discuss and take action to appoint acting city manager**
   Mayor McShan adjourned the public meeting to convene in Executive Session to discuss this item.

10. **Discuss and possible take action regarding process for appointment or selection of interim city manager.**
    Mayor McShan adjourned the public meeting to convene in Executive Session to discuss this item.

11. **Discuss and take possible action regarding creation of City Charter committee or amendments to City Charter.**
    Mayor McShan adjourned the public meeting to convene in Executive Session to discuss this item.

EXECUTIVE SESSION
Mayor McShan adjourned the public meeting into Executive Session at 7:21 P.M..

RECONVENE
Mayor McShan reconvened the meeting into open session at 8:15 P.M. from Execute Session. Mayor Pro Tem Brashar motioned to appoint Beau Perry as Acting City Manager. Council Member Dennis seconded the motion. All voted in favor. The motion carried.

ANNOUNCEMENTS
Sonia Browder, Media Specialist, issued a reminder that Holiday by the Tracks will be taking place this weekend, and there will be many events to enjoy. Parking from Brenham to Central Avenue will be closed for the Lighted Parade. All of these announcements are also available on the City's social media accounts.

ADJOURNMENT
Mayor McShan adjourned the meeting at 8:21 P.M.

ATTEST:

_____
Theresa Y. McShan, Mayor

_____
Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - December 10, 2024

DEPARTMENT: Executive

PROPOSED ACTION: Approval of meeting minutes.

BACKGROUND:
A special meeting was held on December 10, 2024.

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

RECOMMENDATION:
Approval of meeting minutes.

ATTACHMENTS:
1. City Council Special Meeting Minutes - December 10, 2024

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

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

ELGIN CITY CITY COUNCIL MINUTES
December 10, 2024
6:30 PM

CALL TO ORDER
Mayor McShan called the meeting to order at 6:31 P.M.

ROLL CALL
Mayor McShan called roll call. Council Member Callahan motioned to excuse Council Member Rodriguez. Council Member Casnovsky seconded the motion. All voted in favor. The motion carried.

Present:
Theresa Y. McShan, Mayor
Sue Brashar, Mayor Pro Tem
Matthew Callahan, Ward 3
Forest Dennis, Ward 4
Joy Casnovsky, Ward 1
Arthur Gibson III, Ward 1
Chuck Swain, Ward 2
YaLecia Love, Ward 2

Absent:
Al Rodriguez, Ward 3

Staff:
Beau Perry, Acting City Manager/ City Engineer/ Development Services Director
Michael Gonzalez, Public Works Director
Peyton Standifer, City Secretary
Mark Schroeder, City Attorney
Sonia Browder, Media Specialist
Esmeralda Rangel, Assistant City Secretary

INVOCATION
Council Member Casnovsky provided the invocation.

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

PUBLIC COMMENT
No Public Comment was made by any in attendance.

NEW BUSINESS

1. **Discuss and take possible action regarding creation of City Charter committee or amendments to City Charter.**
   Mark Schroeder, City Attorney, explained that the law firm has agreed to assist the City in a full Charter Review, but it cannot be completed before the May election. Mr. Schroeder answered questions from council. Council Member Dennis motioned to invite the law firm to attend the January meeting to speak to council. Council Member Love seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION
Mayor McShan adjourned the public meeting into Executive Session at 6:38 P.M.

1. **Pursuant to Texas Government Code Section 551.074 (Personnel Matters), the City Council will convene in Executive Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, specifically related to the Interim City Manager position.**

RECONVENE
Mayor McShan reconvened the meeting into open session at 8:40 P.M. No action was taken.

ANNOUNCEMENTS
Council Member Swain announced his motorcycle club was going to be participating in their 7th annual toy run on December 14th at 2:30 P.M. Sonia Browder, Media Specialist, reminded everyone that Sip, Shop and Stroll is Thursday as well as the Elf Scavenger Hunt and pictures with Santa. Mayor McShan announced that Council Member Love is the Elgin representative for the Bastrop County Health Task Force and one person will be selected for the Advisory Board for the Bastrop County Health Department.

ADJOURNMENT
Mayor McShan adjourned the meeting at 8:45 P.M.

ATTEST: _____ **Theresa Y. McShan, Mayor**

_____
Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Appointments to the Elgin Chamber of Commerce Board

DEPARTMENT: Executive

PROPOSED ACTION: Appoint two people to serve on the Elgin Chamber of Commerce Board.

BACKGROUND:
The City Council appoints two people to serve on Chamber Board.

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

RECOMMENDATION:
Appoint two people to serve on the Elgin Chamber of Commerce Board.

ATTACHMENTS:
None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2024-2025 Annual Operating Budget

DEPARTMENT: Executive

PROPOSED ACTION: This item has been placed on the agenda for general discussion and possible action relating to pending requests for funding and/or donations from various community non-profit groups and/or organizations.

BACKGROUND:
The City has annually considered requests and provided funding to various on-profit groups and organizations serving the Elgin Community. Based on the City's commitment to this effort in prior years, the City Council approved an overall funding set-aside of $50,000 for this purpose in the FY24-25 Annual Budget. Also typical of prior years, however, the City has received requests from such organizations that totals more than that amount. To that end, the Council created an ad hoc committee including the Mayor and Council Members who have reviewed and scored the applications; ultimately resulting in a recommendation as to the distribution of the funds budgeted for the current fiscal year.

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

RECOMMENDATION:
Consideration of and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2024-25 Annual Operating Budget.

ATTACHMENTS:
1. Score Sheet - NonProfit Funding 2024 Mayor McShan
2. Non-Profit Scores Final

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

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

Non-Profit Applicant:	Advocacy Outreach
Requested Amount:	$10,000.00
Amount received last year (if applicable):	$4,500.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	5
2	Objectives are specifically stated and measurable.	5
3	Impacts the quality of life of a significant number of people in the Elgin community.	5
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs.	4
5	Project participation, collaboration, and support of residents, community, and/or business partners.	4
6	Addresses issues or problems that the City as a government agency does not currently address.	5
7	Potential to have a major impact on the City and provides for a public purpose.	5
8	Projects/programs are sustainable over time.	4
9	Budget is complete, realistic, accurate, and appropriate.	5
	Total	42

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount?**	$ 4,500.00
Additional Comments	Excellent program, but only able to give the same amount as last year due to lack of funding.
Reviewer	Mayor McShan

Non-Profit Applicant:	Bastrop County Women's Shelter
Requested Amount:	$2,000.00
Amount received last year (if applicable):	$1,875.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	5
2	Objectives are specifically stated and measurable.	5
3	Impacts the quality of life of a significant number of people in the Elgin community.	5
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community	5
5	Project participation, collaboration, and support of residents, community, and/or business partners.	5
6	Addresses issues or problems that the City as a government agency does not currently address.	4
7	Potential to have a major impact on the City and provides for a public purpose.	4
8	Projects/programs are sustainable over time.	4
9	Budget is complete, realistic, accurate, and appropriate.	5
	Total	42

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 1,875.00
Additional Comments	Alloted same funding as last year.
Reviewer	Mayor McShan

Non-Profit Applicant:	Children's Advocacy Center
Requested Amount:	$10,000.00
Amount received last year (if applicable):	$3,250.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	5
2	Objectives are specifically stated and measurable.	5
3	Impacts the quality of life of a significant number of people in the Elgin community.	5
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community	5
5	Project participation, collaboration, and support of residents, community, and/or business partners.	5
6	Addresses issues or problems that the City as a government agency does not currently address.	5
7	Potential to have a major impact on the City and provides for a public purpose.	5
8	Projects/programs are sustainable over time.	5
9	Budget is complete, realistic, accurate, and appropriate.	5
	Total	45

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 3,250.00
Additional Comments	Lack of funding and giving the same amount as last year.
Reviewer	Mayor McShan

Non-Profit Applicant:	Court Appointed Special Adovocates
Requested Amount:	$3,500.00
Amount received last year (if applicable):	$1,750.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	4
2	Objectives are specifically stated and measurable.	4
3	Impacts the quality of life of a significant number of people in the Elgin community.	4
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs.	4
5	Project participation, collaboration, and support of residents, community, and/or business partners.	4
6	Addresses issues or problems that the City as a government agency does not currently address.	4
7	Potential to have a major impact on the City and provides for a public purpose.	4
8	Projects/programs are sustainable over time.	4
9	Budget is complete, realistic, accurate, and appropriate.	4
	Total	36

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 1,800.00
Additional Comments	Funding unavailable to grant the full request. Granted a few dollars more than last year.
Reviewer	Mayor McShan

Non-Profit Applicant:	Down Home Ranch
Requested Amount:	$12,100.00
Amount received last year (if applicable):	N/A

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	5
2	Objectives are specifically stated and measurable.	4
3	Impacts the quality of life of a significant number of people in the Elgin community.	3
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community	3
5	Project participation, collaboration, and support of residents, community, and/or business partners.	3
6	Addresses issues or problems that the City as a government agency does not currently address.	5
7	Potential to have a major impact on the City and provides for a public purpose.	4
8	Projects/programs are sustainable over time.	4
9	Budget is complete, realistic, accurate, and appropriate.	4
	Total	35

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 2,100.00
Additional Comments	This is their first application—insufficient funding to grant a complete request.
Reviewer	Mayor McShan

Non-Profit Applicant:	Drive a Senior, Central Texas
Requested Amount:	$10,000.00
Amount received last year (if applicable):	$3,750.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	4
2	Objectives are specifically stated and measurable.	4
3	Impacts the quality of life of a significant number of people in the Elgin community.	4
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address	4
5	Project participation, collaboration, and support of residents, community, and/or business partners.	4
6	Addresses issues or problems that the City as a government agency does not currently address.	4
7	Potential to have a major impact on the City and provides for a public purpose.	4
8	Projects/programs are sustainable over time.	4
9	Budget is complete, realistic, accurate, and appropriate.	4
	Total	36

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 3,000.00
Additional Comments	Lack of funding to complete this request. Great program.
Reviewer	Mayor McShan

Non-Profit Applicant:	Elgin Alley Cats
Requested Amount:	$12,000.00
Amount received last year (if applicable):	$3,000.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	4
2	Objectives are specifically stated and measurable.	4
3	Impacts the quality of life of a significant number of people in the Elgin community.	4
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address	3
5	Project participation, collaboration, and support of residents, community, and/or business partners.	4
6	Addresses issues or problems that the City as a government agency does not currently address.	4
7	Potential to have a major impact on the City and provides for a public purpose.	4
8	Projects/programs are sustainable over time.	3
9	Budget is complete, realistic, accurate, and appropriate.	3
	Total	33

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 3,000.00
Additional Comments	Lack of funding to complete their request. Provide same funding as last year.
Reviewer	Mayor McShan

Non-Profit Applicant:	Elgin Arts Association
Requested Amount:	$4,000.00
Amount received last year (if applicable):	$3,125.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	5
2	Objectives are specifically stated and measurable.	3
3	Impacts the quality of life of a significant number of people in the Elgin community.	4
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address	3
5	Project participation, collaboration, and support of residents, community, and/or business partners.	4
6	Addresses issues or problems that the City as a government agency does not currently address.	4
7	Potential to have a major impact on the City and provides for a public purpose.	4
8	Projects/programs are sustainable over time.	4
9	Budget is complete, realistic, accurate, and appropriate.	5
	Total	36

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 2,800.00
Additional Comments	funding not available to complete this request. There is no direct citizen resource.
Reviewer	Mayor McShan

Non-Profit Applicant:	Elgin Cares Organization
Requested Amount:	$19,245.00
Amount received last year (if applicable):	$9,400.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	5
2	Objectives are specifically stated and measurable.	5
3	Impacts the quality of life of a significant number of people in the Elgin community.	5
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address	5
5	Project participation, collaboration, and support of residents, community, and/or business partners.	5
6	Addresses issues or problems that the City as a government agency does not currently address.	5
7	Potential to have a major impact on the City and provides for a public purpose.	5
8	Projects/programs are sustainable over time.	4
9	Budget is complete, realistic, accurate, and appropriate.	5
	Total	44

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 10,000.00
Additional Comments	funding not available to full fill their request. They feed Elgin citizens every Friday and for that they are to be commended for their efforts.
Reviewer	Mayor McShan

Non-Profit Applicant:	Elgin Community Cupboard
Requested Amount:	$15,000.00
Amount received last year (if applicable):	$11,100.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	5
2	Objectives are specifically stated and measurable.	5
3	Impacts the quality of life of a significant number of people in the Elgin community.	5
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address	5
5	Project participation, collaboration, and support of residents, community, and/or business partners.	5
6	Addresses issues or problems that the City as a government agency does not currently address.	5
7	Potential to have a major impact on the City and provides for a public purpose.	5
8	Projects/programs are sustainable over time.	5
9	Budget is complete, realistic, accurate, and appropriate.	5
	Total	45

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 11,100.00
Additional Comments	Only have funding available as last year
Reviewer	Mayor McShan

Non-Profit Applicant:	Elgin Juneteenth Organization
Requested Amount:	
Amount received last year (if applicable):	

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	4
2	Objectives are specifically stated and measurable.	3
3	Impacts the quality of life of a significant number of people in the Elgin community.	3
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs.	3
5	Project participation, collaboration, and support of residents, community, and/or business partners.	4
6	Addresses issues or problems that the City as a government agency does not currently address.	4
7	Potential to have a major impact on the City and provides for a public purpose.	4
8	Projects/programs are sustainable over time.	4
9	Budget is complete, realistic, accurate, and appropriate.	4
	Total	33

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 1,500.00
Additional Comments	This organization provides scholarships for high school seniors as well as health and wellness programs focused on African American citizens in
Reviewer	Mayor McShan

Non-Profit Applicant:	Elgin Oral History Project
Requested Amount:	$966.00
Amount received last year (if applicable):	N/A

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	3
2	Objectives are specifically stated and measurable.	3
3	Impacts the quality of life of a significant number of people in the Elgin community.	3
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community	3
5	Project participation, collaboration, and support of residents, community, and/or business partners.	3
6	Addresses issues or problems that the City as a government agency does not currently address.	3
7	Potential to have a major impact on the City and provides for a public purpose.	3
8	Projects/programs are sustainable over time.	3
9	Budget is complete, realistic, accurate, and appropriate.	3
	Total	27

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	$ 500.00
Additional Comments	There is insufficient funding this year to meet the request, and there is no direct citizen resource.
Reviewer	Mayor McShan

Non-Profit Applicant:	Mary Christian Burleson Preservation and Development Foundation
Requested Amount:	$3,500.00
Amount received last year (if applicable):	$4,125.00

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	3
2	Objectives are specifically stated and measurable.	4
3	Impacts the quality of life of a significant number of people in the Elgin community.	4
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs.	4
5	Project participation, collaboration, and support of residents, community, and/or business partners.	4
6	Addresses issues or problems that the City as a government agency does not currently address.	4
7	Potential to have a major impact on the City and provides for a public purpose.	4
8	Projects/programs are sustainable over time.	3
9	Budget is complete, realistic, accurate, and appropriate.	4
	Total	34

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	0
Additional Comments	Insufficient funding this year. While an excellent project, there is no direct source of assistance noted for citizen care.
Reviewer	Mayor McShan

Non-Profit Applicant:	Elgin Historical Association
Requested Amount:	$19,478.00
Amount received last year (if applicable):	N/A

	Criteria	Score (5 is Highest; 1 is Lowest)
1	Community need for human/social services provide is clear.	3
2	Objectives are specifically stated and measurable.	3
3	Impacts the quality of life of a significant number of people in the Elgin community.	3
4	Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address	3
5	Project participation, collaboration, and support of residents, community, and/or business partners.	3
6	Addresses issues or problems that the City as a government agency does not currently address.	3
7	Potential to have a major impact on the City and provides for a public purpose.	3
8	Projects/programs are sustainable over time.	3
9	Budget is complete, realistic, accurate, and appropriate.	3
	Total	27

Please choose one	Partial Funding
***If Partial Funding, Recommended Amount**	0
Additional Comments	short on funding and this request has no direct cause and effect on the citizens of Elgin; It would be nice to have more funding to give them, but not at this time
Reviewer	Mayor McShan

	Non-Profit Organization	Address	Contact	How much is requested?	Mayor McShan	Al Rodriguez	Arthur Gibson	Matthew Callahan	Overall Score	Mayor McShan	Al Rodriguez	Arthur Gibson	Matthew Callahan	Have they received money in the past?	If yes, how much?	Number of Elgin residents served
1	Advocacy Outreach	200 Depot Street, Elgin, Texas	Damian Clark; Phone: (512)281-4180; email: damian@advocacyoutreach.org	$ 10,000.00	42				42	$ 4,500.00				Yes	$ 4,500.00	653
2	Bastrop County Women's Shelter	P.O. Box 736 Bastrop, Texas 78602	Cathy Henzen; Phone: (512)321-7760; email: cathyh@familycrisiscenter.us	$ 2,000.00	42				42	$ 1,875.00				Yes	$ 1,875.00	47
3	Children's Advocay Center	59 Texas 150 Loop, Bastrop, Texas	Cynthia Eck; phone:(512)321-6161; email: cynthia.eck@cacbastrop.org	$ 10,000.00	45				45	$ 3,250.00				Yes	$ 3,250.00	125
4	Court Appointed Special Advocates (CASA)	507 Water Street, Bastrop, Texas	Kristi Bauer; phone:(512)303-2272; email: kristi.bauer@casabfl.org	$ 3,500.00	36				36	$ 1,800.00				Yes	$ 1,750.00	35
5	Down Home Ranch	20250 FM 619, Elgin, Texas	Diana Daw; phone: (512)856-0128; email: diana.daw@downhomeranch.org	$ 12,100.00	35				35	$ 2,100.00				No	N/A	350
6	Drive a Senior, Central Texas	618 North Highway 95, Elgin, Texas	Octavio Hinojosa; phone: (512)470-9982; email: ohinojosa@chariot.org	$ 10,000.00	36				36	$ 3,000.00				Yes	$ 3,750.00	105
7	Elgin Alley Cats	100 North Avenue B, Elgin, Texas	Deborah White; phone: (512)343-8389; email: deborah.wright@phoenixtranslations.com	$ 12,000.00	33				33	$ 3,000.00				Yes	$ 3,000.00	65
8	Elgin Arts Association	P.O. Box 14, Elgin, Texas	Krista Lee Marx; phone: (512)632-2342; email: elginartsassoc@yahoo.com	$ 4,000.00	36				36	$ 2,800.00				Yes	$ 3,125.00	500+
9	Elgin Cares Organization	P.O. Box 711, Elgin, Texas	Marilyn Jones; phone: (737)666-0192; email: marilynjones00614@gmail.com	$ 19,245.00	44				44	$ 10,000.00				Yes	$ 9,400.00	14137
10	Elgin Community Cupboard	303 North Avenue C, Elgin, Texas	John C. Smith; phone: (512)797-0796; email: jsmith639@austin.rr.com	$ 15,000.00	45				45	$ 11,100.00				Yes	$ 11,100.00	2000
11	Elgin Juneteenth Organization	P.O. Box 763, Elgin, Texas	Taneia Cruz; phone:(512)961-9059; email: elginjuneteenth@gmail.com	$ 5,000.00	33				33	$ 1,500.00				Yes	$ 2,500.00	500+
12	Elgin Oral History Project	P.O. Box 625, Elgin, Texaas	Deborah Cartwright; phone:(512)789-8012; email: debbieinelgin@gmail.com	$ 966.00	27				27	$ 500.00				No	N/A	Entire Population
13	Mary Christian Burleson Preservation and Development Foundation	P.O. Box 1343, Elgin, Texas	Jake Carter; phone: (512)785-1872; email: jake@mcb.info	$ 3,500.00	34				34	$ -				Yes	$ 4,125.00	City-Wide
14	Elgin Historical Association	P.O. Box 1243, Elgin, Texas	Brenda Brinsfield; phone: (512)940-9362; email: bdeloris@gmail.com	$ 19,478.00	27				27	$ -				No	N/A	All of Elgin

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREMMENT WITH FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the proposal as presented

BACKGROUND:
This is the continuation of the street resurfacing program that was funded in the 23'-24' budget. Four sealed bids were received on December 3, 2024, at 11:00 AM for the above-referenced project. The base bids ranged from a low of $398,886.40 from Larry Young Paving, Inc., of College Station, to a high of $592,643.00 from Lone Star Paving, of Austin. A detailed bid tabulation is attached for your reference. Staff is recommending Larry Young Paving, Inc., as presented.

BUDGET/FINANCIAL IMPACT:
Funding for this item was {x} included {} not included in the current-year budget {} N/A

RECOMMENDATION:
Approve the proposal as presented

ATTACHMENTS:
1. ResAuthStreetPro1.7.25
2. 2024 Street Improvements Recommendation

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREMMENT WITH FOR THE FY2023-2024 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin has primary responsibility for maintaining safe and effective transportation systems throughout the City, which includes the maintenance and upgrade of all city-owned streets and;

WHEREAS, The City council made certain commitments to street resurfacing in the 2023-2024 annual operating budget and;

WHEREAS, City staff and the City Engineer have submitted a recommendation to award a contract to Larry Young Paving, of College Station, Texas for improvements to city streets prioritized on need, current conditions, and anticipated future use and/or traffic; and,

WHEREAS, the FY2023-24 Annual Budget includes encumbered funding to support a greatly enhanced effort toward improving, upgrading, and maintaining existing city streets.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute an agreement with, Larry Young Paving of College Station, Texas to resurface streets in accordance with the *2024 Street Improvements* plan from WGA, a recommendation letter of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

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

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

PASSED AND ADOPTED this 7th day of January 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

December 19, 2024

Honorable Theresa McShan, Mayor and City Council
City of Elgin
310 N. Main Street
Elgin, Texas 78621

ATTN: Michael Gonzalez

RE: 2024 Street Improvements
Bid Award Recommendation

Dear Mayor McShan:

Four sealed bids were received on December 3, 2024, at 11:00 AM for the above-referenced project. The base bids ranged from a low of $398,886.40 from Larry Young Paving, Inc., of College Station, to a high of $592,643.00 from Lone Star Paving, of Austin. A detailed bid tabulation is attached for your reference.

The project consists of approximately 4,572 SY of 2” HMAC Type D Overlay, 490 LF of standup curb; approximately 2,871 SY of 4” mill and overlay, and all other appurtenances.

The low bidder, Larry Young Paving, Inc. has completed similar work in the past. WGA conducted reference checks on projects supplied by the contractor and found that Larry Young Paving, Inc. has completed those projects to the satisfaction of both the Owners and the Engineers. References are attached for your review.

Therefore, it is recommended that the City award the project to the low bidder, Larry Young Paving, Inc., in the amount of $398,886.40. The Contractor has a bid bond and will be required to furnish a payment and performance bond to the City upon execution.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Beau Perry, PE
Regional Practice Leader

Attachment: Bid Tabulation, Contractor Reference Checks

City of Elgin
2024 Street Improvements
Bid Tabulation
Tuesday, December 3, 2024 @ 11:00 am CST

				Larry Young Paving, Inc. P.O. Box 11779 College Station, TX 77842		Bennett Paving P.O. Box 2309 Leander, TX 78646		ML Contracting, LLC 126 Lanark Suite E SanAntonio, TX 78218		Lone Star Paving 11675 Jollyvile Rd. Suite 150 Austin, TX 78759	
Item	**Item Description**	**Qty.**	**Unit**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
P. 1	For furnishing all materials, labor, and equipment to install 2" Type D HMAC overlay, including prime coat (and tack coat if necessary)	4,572	SY	$24.50	$112,014.00	$18.00	$82,296.00	$35.00	$160,020.00	$41.00	$187,452.00
P.2	For furnishing all materials, labor. and equipment to install 4" mill and overlay of existing pavement section per details, including 2" Type D HMAC, prime coat (and tack coat, if necessary), including re-compaction of base material	2,871	SY	$37.65	$108,093.15	$25.00	$71,775.00	$48.00	$137,808.00	$46.00	$132,066.00
P.3	For furnishing all material, labor, and equipment to remove and dispose of offsite 12" of existing native material, placement of millings in excavated areas, compaction of material, and including 2" Type D HMAC, prime coat (and tack coat, if necessary)	437	SY	$131.00	$57,247.00	$125.00	$54,625.00	$65.00	$28,405.00	$225.00	$98,325.00
P.4	For furnishing all labor, materials, and equipment to install 5' wide concrete sidewalk (including demolishing of existing if necessary), as detailed	74	SY	$281.75	$20,849.50	$200.00	$14,800.00	$65.00	$4,810.00	$165.00	$12,210.00
P.5	For furnishing all material, labor and equipment to install concrete curb and gutter with steel reinforcing including excavation and spoil disposal, subgrade compaction, compacted base material, at location shown in the plans or as directed by OWNER, regardless of sawtooth or standard (spill/catch), including demolition of existing (if necessary), as detailed	194	LF	$110.75	$21,485.50	$100.00	$19,400.00	$30.00	$5,820.00	$80.00	$15,520.00
P.6	For furnishing all material, labor and equipment to install concrete curb with steel reinforcing including excavation and spoil disposal, subgrade compaction, compacted base material, at location shown in the plans or as directed by OWNER, regardless of sawtooth or standard, including demolition of existing (if necessary), as detailed	490	LF	$60.00	$29,400.00	$100.00	$49,000.00	$31.00	$15,190.00	$73.00	$35,770.00
P.7	For furnishing all labor, materials, and equipment to install concrete driveways (commercial), including demolition of existing driveway, as detailed	109	SY	$196.25	$21,391.25	$175.00	$19,075.00	$95.00	$10,355.00	$240.00	$26,160.00
P.8	For furnishing all material, labor, and equipment to install 4" White (solid) Reflective Pavement Markings	1,035	LF	$4.75	$4,916.25	$3.00	$3,105.00	$1.50	$1,552.50	$6.00	$6,210.00
P.9	For furnishing all materials, labor, and equipment to install 12" reinforced concrete pipes (Class III) at locations shown on the plans, including bedding, backfill, as detailed	25	LF	$349.50	$8,737.50	$2,000.00	$50,000.00	$550.00	$13,750.00	$230.00	$5,750.00
P.10	For furnishing all material, labor, and equipment to install an ADA Parking Sign at the location shown on the plans	1	EA	$305.00	$305.00	$750.00	$750.00	$950.00	$950.00	$730.00	$730.00
P.11	For furnishing all material, labor, and equipment to adjust existing water valves as detailed in the plans	6	EA	$210.25	$1,261.50	$250.00	$1,500.00	$1,250.00	$7,500.00	$1,000.00	$6,000.00
P.12	For furnishing all material, labor, and equipment to adjust existing sanitary sewer manhole ring and covers as detailed in the plans	1	EA	$630.75	$630.75	$400.00	$400.00	$1,250.00	$1,250.00	$1,650.00	$1,650.00
P.13	For furnishing all material, labor, and equipment for the construction of new bar ditches, including the hydromulch, unclassified excavation, spoil disposal, brush clearing, as detailed on the plans	324	SY	$38.75	$12,555.00	$175.00	$56,700.00	$150.00	$48,600.00	$200.00	$64,800.00
	TOTAL PROPOSAL - ELGIN 2024 STREET IMPROVEMENTS				**$398,886.40**		**$423,426.00**		**$436,010.50**		**$592,643.00**
	TOTAL PROPOSAL				**$398,886.40**		**$423,426.00**		**$436,010.50**		**$592,643.00**

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: City of Elgin, Texas 2024 Street Improvements & 20003-004

CONTRACTOR: Larry Young Paving, Inc.

CONTACT INFO: Mark Schinzler

REFERENCE (NAME & COMPANY/CITY): James Robbins & TxDOT of Bryan

REFERENCE CONTACT INFO: (979) 778-9240

DATE OF INTERVIEW: 12/12/2024

REFERENCE PROJECT AREA OF WORK: Asphalt paving

__X__ UTILITIES (WATER, SEWER, STORM, ETC.)

_____ PLANT WORK (WWTP or WTP EXPANSION)

__X_ ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

Bridge, HMAC, Concrete, Storm, Water

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

Yes

2. General:

a. How much of the work was self performed versus sub contracted out?

More than 75-80% of the work was self-performed. Only work that has been sub-contracted out has been for striping and electrical work.

b. Did the contractor do the utilities or sub contract them out?

Self-performed.

c. Did the contractor do the roadway work or sub contract it out?

Self-performed.

3. Would you hire this contractor again?

Yes, they have been awarded several contracts. Have seen a lot of improvements over the time of working with them.

4. Project Time:

a. Was the construction started and completed on time?

Yes, with exception of one project. It was an issue with the sub-contractor, they got rid of sub.

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No

c. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?

No

d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

e. Other?

5. Project Budget:

a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

c. Did the contractor pay his sub-contractors timely?

Yes

d. Were there any liens placed on the project from vendors or sub-contractors?

No

e. Other?

6. Safety:

a. Were there any safety issues for the contractor's employees or safety issues with the public?

No, with exception of one project. It was an issue with a sub-contractor that did not have a proper traffic control plan.

7. General Problems/Issues:

a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

No

d. Did the contractor cleanup his work site sufficiently?

Yes

e. Was there excessive personnel turnover for the contractor's field workers?

No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: City of Elgin, Texas 2024 Street Improvements & 20003-004

CONTRACTOR: Larry Young Paving, Inc.

CONTACT INFO: Mark Schinzler

REFERENCE (NAME & COMPANY/CITY): Tara Gaha & City of Conroe

REFERENCE CONTACT INFO: (936) 522-3133

DATE OF INTERVIEW: 12/10/2024

REFERENCE PROJECT AREA OF WORK: Asphalt paving

__X__ UTILITIES (WATER, SEWER, STORM, ETC.)

_____ PLANT WORK (WWTP or WTP EXPANSION)

__X_ ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

HMAC, Concrete, Storm, Sanitary, Water

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

Yes

2. General:

a. How much of the work was self performed versus sub contracted out?

More than 80% of the work was self-performed.

b. Did the contractor do the utilities or sub contract them out?

Self-performed.

c. Did the contractor do the roadway work or sub contract it out?

Self-performed.

3. Would you hire this contractor again?

Yes

4. Project Time:

a. Was the construction started and completed on time?

Yes

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No

c. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?

No

d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

Not typically

e. Other?

5. Project Budget:

a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

Not typically

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

c. Did the contractor pay his sub-contractors timely?

Yes

d. Were there any liens placed on the project from vendors or sub-contractors?

No

e. Other?

6. Safety:

a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

7. General Problems/Issues:

a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

No

d. Did the contractor cleanup his work site sufficiently?

Yes

e. Was there excessive personnel turnover for the contractor's field workers?

No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, DIVISION 6 SECTION 40-282, DIVISION 2, SECTION 40-171, AND DIVISION 9, SECTION 40-340 OF THE CITY OF ELGIN, TEXAS CODE OF ORDINANCES; MAKING CERTAIN AMENDMENTS REGARDING THE TIME SCHEDULE FOR ENFORCEMENT OF SCHOOL SPEED ZONES, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS,

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the changes as presented

BACKGROUND:
The School District reached out to the City to changes these school zone times to more accurately align with the school schedule in those areas. As a matter of enforcement these times must be provided in a resolution and voted on by the council. The Public Works team will order and replace the signs on the roadways in the City's jurisdiction.

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

RECOMMENDATION:
Review and approve the resolution as presented

ATTACHMENTS:
1. ITEM X.4. - School Zones - ORDschoolzones1124
2. LetterfromISD

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

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

ORDINANCE NO. 2025-01-07-XX

AN ORDINANCE AMENDING CHAPTER 40, ARTICLE III, DIVISION 6 SECTION 40-282, DIVISION 2, SECTION 40-171, AND DIVISION 9, SECTION 40-340 OF THE CITY OF ELGIN, TEXAS CODE OF ORDINANCES; MAKING CERTAIN AMENDMENTS REGARDING THE TIME SCHEDULE FOR ENFORCEMENT OF SCHOOL SPEED ZONES, PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS,

WHEREAS, Section 545.352 of the Texas Transportation Code establishes prima facie reasonable and prudent speed limits for streets and highways situated in the State of Texas; and

WHEREAS, Section 541.302 of the Texas Transportation Code authorizes the governing body of a municipality to designate a reduced-speed zone on a street to facilitate the safe crossing of a street by children going to or leaving a public or private school; and

WHEREAS, the Elgin Independent School District (EISD) has requested certain adjustments to the time periods for enforcement of reduced-speed zones to facilitate the safe crossing of a street by children going to or leaving a public school.

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

Section 1. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2. Chapter 40, Article III, Division 6, Section 40-282, of the Code of Ordinances, City of Elgin, Texas, is hereby amended to adopt the following time periods for enforcement of reduced-speed school zones for the City of Elgin:

CAMPUS	AM	PM
Elgin Elementary School	6:30AM – 9:00AM	2:30PM – 4:30PM
Elgin Intermediate School	6:30AM – 9:00AM	2:30PM – 4:30PM
Booker T. Washington Elementary School	6:30AM – 8:30AM	2:30PM – 4:00PM
Neidig Elementary School	6:30AM – 8:30AM	2:30PM – 4:00PM
Elgin Middle School	7:30AM – 9:00AM	3:30PM – 5:00PM
Elgin High School	6:30AM – 9:30AM	3:00PM – 5:00PM

Section 3. Such adjustments to all signage will be made as appropriate to conform to the Texas Manual on Uniform Traffic Control Devices.

Section 4. This ordinance does not alter the speed limits or zone coverage established in Ordinance No. 2016-07-05-15.

Section 4. All ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

Section 5. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Section 6. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 7. The City Council hereby finds and declares that the effective date of this ordinance shall be the date of its passage by the Council.

READ and APPROVED on this 7th day of January, 2025.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

Tom,

I've compiled the attached information from the CoE ordinance. Over the years, Elgin ISD campuses have expanded and start and end times have grown with that expansion. The attached spreadsheet also includes a column of new times (last column in red text) of what we're requesting to be considered. We believe these times, first and foremost, provide adequate safety for pedestrians in the morning and afternoons. We also feel it minimizes slowing down vehicular traffic when it isn't necessary. I understand this may need to be presented to the City Council as some of the times are much different than the times currently posted. Please let me know if you would like to discuss or what our next steps might be.

Thank you.

--

Mike Brooks, RTSBA

Executive Director of Operations

Elgin ISD

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR A RELATED MATTER

DEPARTMENT: Community Services

PROPOSED ACTION: Approve resolution.

BACKGROUND:
The Chamber of Commerce requested revisions to the agreement that was reviewed and approved at the December 7 meeting. Staff continued to work with chamber president, Veronica Seever, to develop this modified agreement. This agreement reflects those revisions, modifying it to one year, adding a possible renewal option for one year, and modifying the operating hours of the visitors center during the Hogeye Festival to 10am to 2pm. The purpose of this Agreement is for the Elgin Chamber of Commerce to utilize City of Elgin Hotel Occupancy Taxes to promote tourism by providing a quality Visitor Center for out-of-town visitors in order to increase the number of overnight visitors to Elgin. City Hotel Occupancy Tax funds shall only be used for those activities associated with the Visitor Center.

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

RECOMMENDATION:
Approval of resolution.

ATTACHMENTS:
1. Resolution Funding Agreement between COE and Chamber
2. ITEM X.6. - Chamber Agreement with adjustments made by Chamber - Attachment

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

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

RESOLUTION NO. 2025-01-07-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Elgin Chamber of Commerce is a Texas non-profit corporation committed to promoting the civic, educational, historical, cultural and general interest of the City of Elgin and surrounding area, to enhance the quality of life for all citizens within the community. and,

WHEREAS, the Elgin Chamber of Commerce has requested Hotel Occupancy Tax funding to serve as the official Elgin Visitor Center to positively promote the City to out-of-town visitors; and

WHEREAS, the City of Elgin has considered the request and considers the Elgin Visitor Center provided by the Elgin Chamber of Commerce directly enhances and promotes tourism in the City.

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

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

Section 2. The Mayor or City Manager are hereby authorized to execute the *Funding Agreement between the City of Elgin, Texas and the Elgin Chamber of Commerce for Expenditure of Hotel Occupancy Tax Funds* as described therein; a copy of said agreement being attached hereto, marked Exhibit A, and made part of this Resolution as if copied verbatim herein.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

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

PASSED AND ADOPTED this 7th day of January 2025.

_____

THERESA MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____

PEYTON STANDIFER, City Secretary

FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS

THE STATE OF TEXAS KNOW ALL BY THESE PRESENTS:

COUNTY OF BASTROP

THIS PENDING AGREEMENT (the "AGREEMENT") is entered into between the CITY OF ELGIN, TEXAS, a Texas home-rule city ("CITY"), and the ELGIN CHAMBER OF COMMERCE, a Texas non-profit corporation ("Chamber"). In this agreement, the City and Chamber are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, the Elgin Chamber of Commerce has requested Hotel Occupancy Tax funding to serve as the official Elgin Visitor Center to positively promote the City to out-of-town visitors; and

WHEREAS, the City of Elgin has considered the request and considers the Elgin Visitor Center provided by the Elgin Chamber of Commerce directly enhances and promotes tourism in the City; and

WHEREAS, the goal of this agreement is to assist visitors to the City of Elgin, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code; and

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is for the Elgin Chamber of Commerce to utilize City of Elgin Hotel Occupancy Taxes to promote the City of Elgin tourism by providing a quality Elgin Visitor Center for out-of-town visitors in order to increase the number of overnight visitors to Elgin. City Hotel Occupancy Tax funds shall only be used for those activities associated with the Visitor Center as covered under this Agreement.

Section 2. Chamber Obligations. The Chamber shall use all of the awarded funds provided by the City in accordance with Chapter 351 of the Texas Tax Code and the Chamber's funding application solely for the use of operating and maintenance of the Elgin Visitor Center and providing assistance to out-of-town visitors. At a minimum, the Elgin Visitor Center must:

a) display marketing materials from local hotels, motels, and restaurants; and
   1. display information related to local special events and sporting events; which would support hotels, motels, and accommodations in the City.
   2. Produce at least one print marketing material targeted towards outside visitors and distribute at least 4,000 items by February 1 annually to locations outside Elgin including but not limited to the TXDOT travel Centers.

   3. advertise community events listed in Section 4 to outside visitors Via sponsored social media posts, flyers, newspaper ads. Provide documentation of this advertising in the respective quarterly reports.

   4. Add community events listed in Section 4 to online calendars such as the Statesman, Do512, Community Impact, Elgin Courier, Austin Chronicle, Texas Highways. Provide documentation of these listings in the respective quarterly reports.

   5. Chamber of Commerce will have a staff member attend joint Main Street & Chamber promotion and tourism committee meetings.
   6. Two representatives of the city's choosing are voting members on the Greater Elgin Chamber of Commerce Board of Directors.

Section 3. Chamber Reporting Requirements. The Chamber shall deliver the following to the City Secretary:

a) On a MONTHLY basis, within fifteen (15) days after the end of the month a Visitor Center Report that includes the following information to City Secretary:
   i. The number of assisted walk-in-visitors during normal visiting hours segregated into four categories (1) out-of-state or international visitors, (2) Elgin visitors, (3) Bastrop County visitors, and (4) other visitors from Texas; and
   ii. The number of phone calls where out-of-town visitors were provided assistance; and
   iii. The name of out-of-town groups and number of visitor packets distributed; and
   iv. Actual hours of operation of the Visitor Center

b) On a QUARTERLY basis, within fifteen (15) days of the end of each quarter a General Activity Report that includes the following information to City Secretary:
    i. Promotional activities, specifically including any activities intended to generate visitors to Elgin; and
    ii. Tourism related meetings and promotional events attended; and
    iii. Groups or organizations that utilized Chamber facilities or equipment; and
    iv. Marketing efforts, including but not limited to any publications or media coverage generated by Chamber; and
    v. A synopsis of Chamber social media activity; and
    vi. The number of volunteers utilized to support the Chamber and its programs, delineated by their associated activity.
c) On an ANNUAL basis, within fifteen (15) days after the end of the year, an Annual Report summarizing all information required under this section.
d) Chamber P&L Budget Performance for the Period ending December 31, Provided by January 15 and June 30, to City Secretary .
e) A copy of the Chambers Form 990 no later than June 30th to City Secretary .
f) A copy of audited financial reports submitted to the City Secretary every two years by June 30th.
g) Present an annual report to City Council on the first Tuesday of February, coordinated with the City Secretary.

Section 3 A.

a) The Chamber of commerce must comply with state and federal regulations for receiving hot funds.
b) The Chamber of commerce must have one member of the chamber staff attend a HOT Funds workshop or training provided through the Texas Comptroller's office every two years and provide documentation to the City Secretary of successful completion of that training by January 15 of odd numbered years.

Section 4. Visitor Center Operating Hours. The Chamber shall maintain operating hours whereby the Visitor Center is open for business a minimum of thirty-eight (38) hours each normal (non-holiday) work week. Unless otherwise agreed to by the City Manager, the average or normal operating hours of the Visitor Center shall be Monday through Friday 9:00 AM to 4:00 PM and Saturday 9:00 AM to noon (12:00PM).

Section 4 A Hours in addition to regular visitor center hours

The Chamber will have an information booth or the Visitor's Center will be open to the public outside normal business hours during the following events:

a. Elgin Music Festival / Explore Elgin Art & Culture 10am to 2pm
b. Juneteenth 10am to 2pm
c. Western Days 10am to 4pm
d. Hogeye Festival 10am to 2pm
e. Dia De Los Muertos 5pm to 8pm
f. Small Business Saturday 9am to noon
g. Holiday by Tracks 10am to 4pm
h. Sip Shop & Stroll monthly every 2nd Tuesday 5pm to 8pm

Section 5. Limitations on Funding. Subject to the Chamber's satisfactory performance and compliance with the terms of this Agreement, the City agrees to provide annual funding: $58,000 fiscal year 2024-2025.

a) The Chamber of Commerce will hold these funds in a separate bank account and will provide monthly bank statements to the City Secretary. Statements to be provided within 15 days of the end of the quarters listed in Section 6 to City Secretary. It is the expressed goal of this Agreement and the Parties hereto that at no time shall funding provided to the Chamber by the City under this Agreement represent the majority of overall annual operational funding of the Elgin Chamber of Commerce.
b) The Funding Agreement may be extended for one (1) year with written acceptance of both parties thirty (30) days prior to end of said Agreement term.

Section 6. Authorization of Payment. Subject to the Chambers satisfactory performance and compliance with the terms of this Agreement, the City agrees to provide funding to the Chamber in equal quarterly payments from City Hotel Occupancy Tax funds as authorized by the City Council in the City Annual Operating Budget. Quarterly payments will be made after services have been provided and within thirty (30) days of receiving the required reports and an invoice. Failure to submit the quarterly report within 30 days of the end of the quarter will result in the forfeiture of that quarters funding.

a. Q1 – ends March 30th.
b. Q2 – ends June 30th.
c. Q3 – ends September 30th.
d. Q4 – ends December 31st.

Section7. Non-Appropriation of Funds. All obligations of the City under this agreement are subject to the availability of annual legislative appropriations by the City Council and the Chamber acknowledges that the ability of the City to Perform under this Agreement is contingent upon the continued availability of funds. The amount of City obligation hereunder shall not at any time exceed the amount certified for the purpose stated in such advance authorization. The City has no obligation to

make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are within the exclusive discretion of the Elgin City Council.

Section 8. Rights. The City of Elgin has the right, at any time, to inspect the books or records of the Chamber that may relate to the performance of this Agreement. The City, at its sole expense, has the right to conduct an audit of the Chamber.

Section 9. Term. This Agreement shall become effective as of January 1, 2025, and shall continue in effect until December 31, 2025.

Section 10. Recapture Provision. In the event the Chamber does not comply with the terms of this Agreement, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this Agreement, the Chamber, in pursuant to the provisions herein shall refund to the City an amount equal to the sum of all funding actually paid by the City to the Chamber immediately preceding the date of such termination.

Section 11. Indemnification. The Chamber agrees to defend, indemnify, and hold harmless the City of Elgin, the Mayor, and City Council, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages which is sought, suffered by any person or persons, that may arise out of or be occasioned by the Chamber's breech of any of the terms or provisions of this Agreement, or by any negligent act or omission of the Chamber, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the Chamber and the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this Agreement does not assign any responsibility for civil liability to the City that may arise by virtue of this Agreement.

Section 12. Termination. TERM/TERMINATION

1. The term of this Agreement shall be for twelve months beginning on the date this Agreement is signed, unless otherwise terminated by either party in writing.

2. Upon sixty (60) days written notice, the City may terminate this Agreement, with or without cause, and without the consent of the Licensee. Likewise, upon sixty (60) days written notice, the Licensee may terminate this Agreement, with or without cause, and without the consent of the City.

Section 13. Appeal Process. If the Chamber wishes to make any appeals on decisions of the City relating to this Agreement, the Chamber must present their appeal in writing within ten (10) business days of funding denial to the City Manager.

MISCELLANEOUS

Section 14. Approval. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party herein. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

Section 15. Severability. The provision of this Agreement is held to invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid potion had never been contained herein.

Section 16. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 17. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations regarding the subject matter hereof.

Section 18. Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both parties.

Section 19. Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for action arising hereunder shall be in Bastrop County, Texas.

Section 20. Assignment. Except as otherwise provided in this Agreement, the Chamber may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the City.

Section 21. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy

under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Section 22. Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Section 23. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY: City of Elgin
Attn: City Secretary
PO Box 591
Elgin, TX 78621

CHAMBER: Elgin Chamber of Commerce
Attn: Executive Director
P.O. Box 408
Elgin, TX. 78621

Section 24. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

CITY OF ELGIN:

BY: _____

Theresa Y. McShan, Mayor

Date _____

THE ELGIN CHAMBER OF COMMERCE:

BY: Stacy Grant

Chairman

Date 12-18-24

BY: Veronica Seever

Executive Director

Date 12-18-24

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Executive

PROPOSED ACTION: Approval of a Resolution authorizing professional services agreement with Gradient Solutions Corporation to assist in the internal management of all city financial operations

BACKGROUND:
Discussed at previous meetings and being brought before council again. City staff has faced a number of challenges over the last 3 years in recruiting and retaining qualified employees to serve as a traditional Director of Finance. This is a common issue in today's job market, as many other cities have dealt with the same problem. In response to this situation, the staff has developed a plan to secure high-level consulting and management support for all accounting and finance-related operations through a Professional Services Agreement with Gradient Solutions Corporation of Mansfield, Texas.

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

RECOMMENDATION:
Approval of a Resolution authorizing professional services agreement with Gradient Solutions Corporation to assist in the internal management of all city financial operations

ATTACHMENTS:
1. ITEM X.6. - Resolution - ResAuth Gradient1024
2. 20241218 Elgin Fractional Exective Advisement Services
3. Elgin MPSA- 20241218-1047

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT AND WORK AUTHORIZATION WITH GRADIENT SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the Elgin City Manager is obligated under the City Charter to effectively manage all city financial operations; and,

WHEREAS, the City Manager has negotiated the terms of a professional services agreement with Gradient Solutions Corporation of Mansfield, Texas to assist in the internal management of all city financial operations; and,

WHEREAS, the City Manager is now recommending approval of a Master Professional Services Agreement and Work Authorization with Gradient Solutions Corporation to provide accounting and other support to city staff on a variety of Finance-related issues; and,

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Gradient Solutions Corporation of Mansfield, Texas for professional accounting and finance services in the not-to-exceed amount of $120,000.00 as described in the *"Master Professional Services Agreement"* and *"City of Elgin, TX Work Authorization No. 1 General Finance Support"*, a copy of which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 7th day of January, 2025.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
PEYTON STANDIFER, City Secretary

Work Authorization No. 1
Fractional Executive Advisement Services

This Work Authorization is made as of this _____, under the terms and conditions established in the MASTER PROFESSIONAL SERVICES AGREEMENT dated as of _____ between the _____, Elgin, TX (City) and Gradient Solutions Corporation (Consultant or Gradient). This Work Authorization is made for the following purposes consistent with the services defined in the Master Professional Services Agreement.

Section A – Scope of Services

Description of Services
Gradient is engaged by the City to act in an advisement capacity in a similar manner as a Chief Financial Officer or Director of Finance during a focused period of time to assist the City's leadership in meeting certain finance related objectives.

Key Goals
The following key goals are a part of this Work Authorization:

- Provide focused finance-related advice and support for the City's management team.
- Work with the finance team to advise and support the execution of policies, procedures, and processes while allowing the City's management teams to make all decisions.
- Where applicable, communicate any process or internal control improvements to the team as identified.

Key Tasks
Gradient's team will be available to assist the City in a variety of ways. The following items are examples of the support available during this Work Authorization. The list is not intended to be complete.

- Participate in calls, meetings, or discussions with management on a variety of topics whether in-person or remote.
- Support City-led teams in process assessment or process improvement initiatives.
- Provide feedback on policies, procedures, or other documents.
- Perform limited, targeted internal control assessments.
- Send surveys or questionnaires on behalf of management relating to processes or internal controls.
- Assist the Finance Director or Finance staff in requests relating to the annual audit preparation specifically readiness and workplans focused on year-end.
- Assist the Finance Director or Finance staff in evaluation of accounting or financial processes or the coaching of staff within those processes.
- Create or review documents provided by the Finance Director or other staff.
- Other similar requests from management and agreed upon by Gradient.

Staffing
Resources proposed for this project will include Lorie Lankford, Calvin E. Webb III, and other Gradient resources on an as needed basis.

Schedule
Gradient will be available beginning _____ with the first invoice occurring on that date.

Frequency
This Work Authorization anticipates approximately 2 days of weekly activity from Gradient's team in some capacity. Gradient's participation may vary some on a weekly basis.

Changes in Expectations
Any changes in expectations or significant frequency differences during this Work Authorization or items requested beyond the scope of this document will be subject to a Work Authorization Change Order, which would be drafted and agreed upon by both parties as required.

Expiration
This Work Authorization will expire effective _____ unless terminated for convenience by either party with 30 days written notice using E-Mail or USPS.

Section B – Deliverables

No specific deliverables are contemplated within this work authorization. Based on the City's specific requests, Gradient could agree to provide certain deliverables during this Work Authorization.

Section C – Compensation and Billing

Compensation Method

- Gradient will invoice the City on a monthly basis, based on hours worked, with a total annual billing cap of $120,000.
- Gradient will work with the City's team to determine a reasonable on-site schedule.
- Gradient will be available to support the City between the dates noted in the schedule above for an expected maximum of 20 hours per week (on-site or remote) or approximately 80 hours per month. The total requested hours per week will be agreed upon by the City and Gradient.

Billing Method
Gradient will invoice the City at the beginning of each month services are provided and at the conclusion of the project (if applicable). Expenses incurred during the month will be invoiced during the following month or at the conclusion of the project (if applicable). At termination, a final invoice will be provided to the City for time and expenses incurred through the termination date.

Expenses
Gradient will not bill the City for out-of-pocket expenses such as lodging, tolls, per diem, and mileage.

Section D – City Responsibilities

General

- The City's management team will provide direction on the tasks or scope for Gradient's hours.
- The City will provide a copy of relevant documents requested by Gradient.
- The City employees will complete applicable questionnaires or surveys requested by Gradient.
- The City will participate in meetings, discussions, calls, or web meetings applicable to projects requested by the city under this Work Authorization.
- The City will provide office, conference room, or other space along with an Internet connection for Gradient when meeting at the City's facilities.
- The City will make all management and implementation decisions stemming from any work performed by Gradient.
- The City will review any information submitted by Email and remove any personally identifiable information (PII) before sending. The use of a shared portal is advisable.

Management & Oversight

- The City is responsible for the proper execution, management, oversight, and decision making of all financial operations, including those overseen or advised upon by the Consultant. The City agrees to provide the necessary resources, personnel, and support to effectively carry out the strategies and recommendations proposed by the Consultant.
- The Consultant may recommend actions, policies, or strategies as part of its Fractional Director of Finance services. The City is solely responsible for the decision to implement, modify, or reject any recommendations provided by the Consultant. The Consultant is not liable for the outcomes of decisions made by the City, even if such decisions were based on the Consultant's advice or recommendations. The Consultant does not have the authority to unilaterally implement or execute any financial decision or strategy on behalf of the City.

Communication

- The City shall accurately describe the Consultant's role as a Fractional Director of Finance or any other capacity in which the Consultant is engaged under this Agreement. The City shall not imply that the Consultant holds a full-time or permanent position within the City or has authority beyond that explicitly granted in this Work Authorization.

Section E – Other Matters

- The following items are important for this Work Authorization:
    - Gradient does not contemplate connecting to the Client's internal information technology systems using our devices as part of this Work Authorization other than guest access to the internet while Gradient staff are working on-site at a Client facility.
    - If access to an internal financial system is required, the City will provide appropriate devices, under their control, for use in the internal IT environment as well as any security training (if required).

  - Gradient will not directly access any banking or treasury related accounts nor act as a signer on any accounts.
  - Gradient will not be able to sign any documents, electronic or physical, on behalf of the City or enter into any contracts on behalf of the City.
  - Gradient will not make any personnel decisions on behalf of the City.
  - These Services will not entail Gradient's assessment of the employees' capabilities in performing their identified tasks or supervision of any employees.
- No subcontractors will be utilized by Gradient without written approval of the City.
- The Services do not constitute work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Gradient's engagement does not constitute an audit, compilation, review, attestation service, investigation, or fraud examination.
- Gradient will not make any management decisions including setting policy or strategic direction; accepting responsibility for or directing Client employees; authorizing, executing, consummating, or otherwise exercising authority on behalf of the Client; preparing source documents for the Client; deciding which recommendations from Gradient or a third-party to implement or prioritize; reporting to a governing body on behalf of management; accepting project management responsibility for the Client; accepting responsibility for designing, implementing, or maintaining internal controls; or other similar activities.
- Gradient is not a public accounting firm.
- Although no investigative services will be performed as part of this Work Authorization, Gradient Solutions Corporation is licensed as a Private Investigation Company under the Texas Private Security Statutes and Rules Sec. 1702.104 Investigations Company. Gradient's license number is A14770801. Gradient's office address and phone number for Private Investigation matters is 460 Turner Warnell Road Mansfield, TX 76063 and 817-614-6329 respectively.

	City of Elgin, TX	Gradient Solutions Corporation
By:		
Name:		
Title:		
Email:		

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement" or "MPSA") is entered into on the Effective Date by and between Gradient Solutions Corporation of Mansfield, Texas, a private entity operating under the laws of the State of Texas, USA (the "Company"), and the undersigned Party set forth on the signature page (the "Client"). Company and Client may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Client intends to retain Company to perform stated services and produce stated work product; and Company intends to perform stated services and produce stated work product for Client;

WHEREAS, Company intends to maintain sole ownership and intellectual property rights in services performed and work product produced for Client under this MPSA, and Client intends to use and reproduce the work product produced by Company under this MSPA; and

WHEREAS, both Parties expect to disclose and receive confidential information with the other Party under this MSPA;

NOW THEREFORE, for good and valuable consideration including without limitation all rights and obligations under this MSPA, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. STRUCTURE & SCOPE

1.1 Master Agreement. Unless otherwise expressly stated in an individual Work Authorization, the terms and conditions of this MSPA are the default terms and conditions applicable to all services performed and work product produced by Company in the performance of a Work Authorization on behalf of the Client.

1.2 Work Authorization(s). From time to time pursuant to this MSPA, Company and Client may execute a subordinate agreement substantially in the form of Exhibit A (the "Work Authorization"), detailing without limitation, the terms and conditions under which Company is engaged to perform services and to product work product on behalf of the Client. Each individual Work Authorization is incorporated with and forms a discrete agreement together with the MPSA. There is no limit to the total number of Work Authorizations the Parties may execute under this MSPA. Multiple Work Authorizations may coexist under this MPSA. Any term or condition of an individual Work Authorization that modifies a term or condition of the MSPA, applies only to that individual Work Authorization and no other.

1.3 Products & Services. Client hereby retains Company under this MPSA based on Company's demonstrated competence and requisite qualifications to perform services and produce work product substantially of the type defined in the Company website[1] (the "Products and Services") and as called for in each Work Authorization. Company is not a public accounting firm. Company Products and Services do not constitute a formal audit,

[1] Gradient Solutions Corporation website https://www.gogradient.com/. Gradient Solutions Corporation is licensed and regulated by the Texas Private Security Bureau, P.O. 4087, Austin, TX 78773, phone (512) 424-7293. Company License #A14770801, 460 Turner Warnell Road Mansfield, TX 76063, phone (817) 614-6329.

compilation, review, attestation service, or fraud examination, and do not entail assessments of the capabilities or performance of Client's employees.

1.4 Performance by Company. Company hereby covenants and agrees to perform agreed upon Work Authorizations in a professional manner in accordance with applicable laws and industry standards relevant to the Products and Services called for and defined in Section 1.3.

2. RELATIONSHIP & RESPONSIBIITIES

2.1 Independent Contractor. Company and all associated persons including without limitation, employees, board members, contractors, sub-contractors, interns, and volunteers, whether engaged full time or part-time by Company (the "Company Representative(s)"), are and operate as, an independent contractor(s) to Client under this MPSA and all Work Authorizations. Nothing in this MPSA or in any Work Authorization is to be construed as establishing an employment, agency, joint venturer, or partner, relationship between Client and Company or with any Company Representative.

(a) Representations to Third Parties. Under no circumstances will Company represent to any third party that Company's relationship with the Client is anything but that of an independent contractor.

(b) Authority. Company has no authority to: (i) speak on behalf of the Client; (ii) make management or business decisions for the Client; and (iii) represent or bind the Client in a contract, negotiation, subpoena, or any other scenario or official proceeding.

(c) Cooperation with Client. Company will provide Products and Services specified in a Work Authorization in good faith cooperation with the Client wishes, but Company will determine, in Company's sole discretion, the manner and means in which Company performs or provides Products and Services as an independent contractor subject to compliance with applicable laws and regulations. Company will make good faith efforts to comply with Client requests for specific individuals to work on any one or more Work Authorization from among the Company Representatives.

2.2 Taxes and Benefits. Company will report all compensation received from Client pursuant to this MPSA as self-employment income for tax purposes. Company will indemnify Client and hold Client harmless from and against all claims, damages, losses, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on Client to pay withholding taxes, social security, unemployment, disability insurance, or similar items in connection with compensation received by Company under this MPSA. Company is not entitled to paid vacation, sick leave, or participation in any benefit plans, arrangements, or distributions by Client pertaining to bonus, stock option, profit sharing, insurance, or similar benefits otherwise available to an employee of Client.

2.3 Liability Insurance. Company will maintain adequate insurance for claims: (i) under workers' compensation or government-established disability acts; (ii) for damages due to bodily injury, sickness, disease, or death, arising from any willful misconduct, or negligent act or omission, by Company; and (iii) for damages due to mishandling or destruction of Client's tangible or intangible property, including loss of use resulting therefrom, arising from any willful misconduct, or negligent act or omission, by Company.

2.4 Client Role & Responsibilities.

(a) Authority. Neither the Client nor any associated persons under Client's control, including without limitation, employees, board members, contractors, sub-contractors, interns, and volunteers, whether engaged full time or part-time by Client (the "Client Representative(s)"), has the right or authority to direct or control the manner or means in which the Company performs or provides Products and Services as an independent contractor under this MPSA or any Work Authorization.

(b) Deliverables. Client will promptly acknowledge and accept deliverables that objectively conform to the requirements of a Work Authorization. Client will promptly notify Company in writing of any non-conformance of a deliverable and engage with Company to clarify the non-compliance and agree on a timeline to correct the non-compliance involving no less than ten (10) days. Work Authorization deliverables are nevertheless considered acknowledged and accepted by the Client where the Client fails to promptly notify Company of non-compliance in writing, or uses a non-conforming deliverable prior to notification of non-compliance, or unreasonably delays acknowledgment of accepting a deliverable.

(c) Client Data & File Sharing. Client consents to Company's commercially reasonable and compliant use of: (i) secure Internet communications and file transfer protocols and tools; (ii) secure cloud-based storage methods, tools, and facilities, for temporary storage and sharing of Client data and electronic files; and (iii) secure commercially available software, tools, protocols, and platforms, to (1) communicate and collaborate among Company/Client Representatives; (2) collect, analyze, duplicate, manipulate, and temporarily store Client data and Company work product; (3) monitor and control Client and Company access to Client data and Company work product, by way of a secure Company portal based on a third party software provider portal platform that may include a third party software platform provider's requirement that Client execute a client portal access agreement prior to using the software platform on which the Company portal resides; during the term of this MPSA and any Work Authorization. Company is not a direct portal host for Client data or electronic files. Company may delete Client data and electronic files from the Company portal at any time without notice. Client is responsible for maintaining separate copies of all Client data and electronic files provided to Company.

(d) Compliance & Reporting. Client is solely responsible for its own data and documentation retention policy, implementation, and reporting obligations.

2.5 Non-Solicitation. During the term of this MPSA and for a period of six (6) months thereafter, a first Party will not directly or indirectly solicit an employment or contractor engagement with any of the second Party's employees or contractors, whether for the first Party's own benefit or for that of any third-party person or entity, without prior written consent of the second Party.

3. TERM & TERMINATION

3.1 MSPA Term. This MSPA commences on the Effective Date. The MSPA expires ten (10) years from the Effective Date or as soon thereafter as the last of any active Work Authorization is complete, expires, or is terminated, unless the MSPA is terminated earlier by either Party (the "MSPA Term").

3.2 Termination for Breach.

(a) MSPA Breach. Either Party may terminate this MSPA if the other Party breaches a material term of the MSPA and fails to cure the breach within ten (10) days following written Notice of the breach by the non-breaching Party. Terminating the MSPA for a material breach immediately terminates all active Work Authorizations.

(b) Work Authorization Breach. Either Party may terminate an individual Work Authorization if the other Party breaches a material term of the individual Work Authorization and fails to cure the breach within ten (10) days following written Notice of the breach by the non-breaching Party. Terminating a Work Authorization for a material breach only terminates that individual Work Authorization.

3.3 Termination for Convenience. Either Party may terminate an individual Work Authorization, or the MSPA along with all active Work Authorizations, at any time for any reason or for no reason, by giving at least ninety (90) days written Notice to the other Party.

3.4 Effect of Expiration or Any Type of Termination.

(a) License Termination. Upon expiration or termination of a Work Authorization or of the MSPA along with all active Work Authorizations, related licenses granted between the Parties also terminate.

(b) Undisputed Compensation. Within thirty (30) days of expiration or any type of termination of a Work Authorization or this MPSA (except for termination pursuant to Section 3.2 for breach by Company), Client will pay Company all undisputed amounts due and payable under any Work Authorization performed in whole or in part prior to the expiration or termination effective date. Disputed amounts are payable to Company within thirty (30) days following resolution of the dispute.

(c) Return of Confidential Information. Upon the expiration or any type of termination of a Work Authorization or of the MSPA along with all active Work Authorizations, both Parties will promptly return relevant Confidential Information to the other Party, at each Party's own expense and in accordance with the receiving Party's reasonable instructions.

3.5 Survival. The provisions of Sections 2.5, 3.4, 5, 6, 8, 9, and 10 survive the expiration or any termination of this MPSA and any Work Authorization.

3.6 Remedy. Client acknowledges and agrees that in the event of any breach of this MPSA or a Work Authorization, Company may be irreparably and immediately harmed and may not be made whole by monetary damages, which would be difficult to ascertain. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, Company is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, and Client further agrees to waive – to the extent permitted by law – any requirement for the securing or posting of any bond in connection with such remedy. The remedy is not the exclusive remedy for Client's breach of this MPSA but is in addition to all other remedies available at law or equity to Company. Client agrees to reimburse Company for reasonable attorneys' fees, court costs, and expenses, including attorneys' fees incurred pursuing enforcement of obligations under this MPSA if Company prevails in obtaining the relief sought.

4. COMPENSATION & EXPENSES

4.1 Compensation. Client will compensate Company within thirty (30) days of Company delivering the Products and Services specified in each Work Authorization. Client's acknowledgement and payment of Company's satisfactory Work Authorization performance will not be unreasonably delayed or withheld, whether the performance is a final completion of or an agreed upon milestone of, the Work Authorization.

4.2 Expenses. Company receives reimbursement for reasonable, ordinary, and necessary business expenses incurred in the performance of each Work Authorization, including direct supplies, printing, and duplication costs, established U.S. Government per diem rates[2] for travel, parking, tolls, lodging, meals, and incidental expenses, and established IRS published rates for mileage.[3]

4.3 Taxes. Compensation quoted in a Work Authorization does not include taxes. Company will invoice the Client and provide supporting documentation for any applicable sales, use, excise, value add, or other relevant local, state, or federal tax associated with Company's performance of a Work Authorization, excluding taxes on Company's income.

4.4 Invoicing. Company will invoice the Client on or about the last non-holiday working day of each month for performance and expenses occurring that month for a given Work Authorization. Invoices will include supporting documentation and details of each invoice line item. Invoice payment terms are net thirty (30) days.

4.5 Invoice Disputes. Client will timely pay undisputed portions of an invoice, and promptly provide written Notice to Company of any disputed remainder. The Parties will proceed in good faith to promptly resolve disputed invoice amounts. Absent resolution in thirty (30) days from Notice by Client, Company may suspend performance of the relevant Work Authorization, without limitation or waiver of any other right or remedy available under this MPSA or at law.

5. CONFIDENTIALITY

5.1 Confidential Information. "Confidential Information" for either Party means and includes without limitation, in any tangible or intangible form, the communications, data, information, knowledge, materials, and the like, of one Party that is directly or indirectly disclosed to or is otherwise encountered by the other Party in connection with Innovations, or the performance or content of this MPSA or any Work Authorization. Confidential Information does not include Confidential Information of one Party that the other Party can demonstrate: (i) is or becomes part of the public domain through no direct or indirect action, fault, or omission of the other Party; (ii) was in the other Party's lawful possession prior to the subject disclosure; (iii) was lawfully disclosed to the other Party by a third party without restriction on disclosure; (iv) was independently developed by the other Party without use of or reference to the disclosing Party's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided the other Party gives prompt written notice of such requirement to permit the one Party to seek a protective order or other appropriate relief.

[2] U.S. General Services Administration (GSA) per diem rates by year and location https://www.gsa.gov/travel/plan-book/per-diem-rates
[3] Internal Revenue Service (IRS) Standard Mileage Rate per year https://www.irs.gov/tax-professionals/standard-mileage-rates

5.2 Confidentiality. At all times during and after termination or expiration of this MPSA and any Work Authorization, and to the fullest extent permitted by law, both Parties will take commercially reasonable actions to hold, and to require their respective Company/Client Representatives to hold, the other Party's Confidential Information in strict confidence, and to not use or allow third-party access to the other Party's Confidential Information for any reason, except as allowed by: (i) applicable law; (ii) this MPSA or an individual Work Authorization; or (iii) express written permission from an authorized representative of the other Party. Nothing in this Section 5 or otherwise in this MPSA or any Work Authorization will limit or restrict in any way either Party's immunity from liability for disclosing the other Party's trade secrets as specifically permitted by 18 U.S.C. § 1833[4] or equivalent statute in another jurisdiction.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership of Intellectual Property. Company retains exclusive ownership and holds all right, title, and interest in and to all Innovations, including without limitation, all available worldwide rights in patent disclosures, provisional patent filings, filed and unfiled patent applications, as well as copyright rights, Moral Rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein (collectively, "Intellectual Property Rights") relating to Products and Services under this MPSA and any Work Authorization. Client agrees that whether any Innovation(s) might otherwise legally be deemed works made for hire, all Innovations and Intellectual Property Rights are the sole and exclusive property of Company.

6.2 Ownership & License of Client Data. Client retains ownership of all raw data and information provided to Company under a Work Authorization. Client hereby grants Company a non-exclusive license to use, manipulate, and reproduce raw data and information provided by Client under a Work Authorization.

6.3 License to Client. Company hereby grants Client a non-exclusive, non-transferable, license to use and reproduce Company work product during the term of a Work Authorization under which the work product was produced.

6.4 Innovations. "Innovations" mean without limitation, all technical advancements, analysis, applications, algorithms, byproducts, combinations, discoveries, displays, encodings, enhancements, ideas, improvements, insights, inventions, know-how, outcomes, processes, results, systems, techniques, technology uses, test results, and the like, whether in tangible or intangible form, that Company: (i) utilized, made, conceived, developed, or reduced to practice, alone or jointly with Client or other third party, in the course of providing Products and Services under this MPSA; and (ii) were utilized, made, conceived, developed, or reduced to practice, actually or demonstrably, prior to the Effective Date of this MPSA in preparation for or in anticipation of a Work Authorization under this MPSA; whether any Innovation(s) are eligible for Intellectual Property Rights or other legal protection.

[4] The Defend Trade Secrets Act, 18 U.S.C. § 1833 (https://uscode.house.gov/) provides:
(b)(1) Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made, (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
(b)(2) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

6.5 Moral Rights. Client hereby irrevocably transfers and assigns to Company and agrees to irrevocably transfer and assign to Company in the future, and waives and agrees never to assert, any and all Moral Rights that Client may have in or with respect to any Innovation, during and after the term of this MPSA (the "Moral Rights"). Moral Rights mean any legal right to claim authorship of an Innovation, to object to or prevent the modification or destruction of an Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any jurisdiction in the world, or under any treaty, whether or not such a right is identified as or referred to as a "moral right."

6.6 Related Rights. To the extent Company owns or controls, presently or in the future, any patent rights, copyright rights, mask work rights, trade secret rights, or other intellectual property or proprietary rights that block or interfere with the rights granted to Client under this MPSA (collectively, "Related Rights"), Company hereby grants or shall cause to be granted to Client a limited, non-exclusive, revocable, non-transferable, license to use work product covered by the Related Rights to the extent necessary for Client to exercise rights expressly granted under this MPSA.

7. REPRESENTATIONS & WARRANTIES

7.1 Conflicting Obligations and Commitments. Company represents and warrants that it has no pre-existing obligations or commitments, and will not undertake future obligations or commitments, that conflict with or are inconsistent with providing full performance of obligations and commitments to the Client under this MPSA and any Work Authorizations. Company will use best judgment in the need to notify the Client of potential conflicts of interest prior to any undertaking by Company during the MPSA Term.

7.2 Third Party Products & Services. Company cannot and does not warrant products or services from any third party that is not a Company Representative.

7.3 Compliance & Non-Infringement. Company represents and warrants that: (i) Company performance under this MPSA is and will be in compliance with applicable public laws and voluntary guidelines established by comparable firms in the industry operating in the United States; and (ii) Company's Innovations or its Products and Services, do not knowingly infringe or otherwise misappropriate or violate the rights of any third party, including without limitation, third party Intellectual Property Rights or third party rights of privacy or publicity.

7.4 Disclaimer. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND COMPANY HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION

8.1 Indemnification. On prompt written notice from Client regarding a third party claim against Client, Company will indemnify, defend, and hold harmless, Client from and against claims, damages, losses, and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from an action by a third party against Client based on: (a) Client's compliant use or reliance on Company Products and Services under this MPSA that are free of any independent modification by Client; (b) Company's alleged infringement,

misappropriation, or violation, of the third party's Intellectual Property Rights; or (c) Company's negligent act, omission, or willful misconduct, resulting in: (i) bodily injury, illness, or death of a person; (ii) injury or destruction to tangible or intangible property including computer programs and data, or any loss of use resulting therefrom; or (iii) the violation of a relevant law, statute, ordinance, or regulation.

9. LIMITATION OF LIABILITY

9.1 Release. COMPANY IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Limitation. Company's liability, in contract, tort (including negligence), or any other legal or equitable theory will not exceed the sum of fees paid and fees due by Client under this MPSA and any Work Authorization.

10. GENERAL PROSVISIONS

10.1 No Election of Remedies. Any exercise of a remedy by Company under this MPSA shall be without prejudice to other remedies available under this MPSA or that are otherwise available at law or in equity. Any election by Company to terminate this MPSA or any individual Work Authorization will not be deemed an election of remedies, and all other remedies available under this MPSA or that are otherwise available at law or in equity, survive the termination.

10.2 Assignment. Neither Party may assign or transfer any rights or delegate any obligations under this MPSA, in whole or in part, without the other Party's express prior written consent. Any attempted assignment, transfer, or delegation, without such consent, is void. Subject to the foregoing, this MPSA and all Work Authorizations are binding upon and will inure to the benefit of the Parties' permitted successors and assigns.

10.3 Equitable Remedies. The Products and Services by Company under this MPSA are personal and unique, and therefore Company reserves the right to enforce this MPSA by injunction, specific performance, or other equitable relief, without having to post a bond or other consideration, further to other remedies Company may have for breach of this MPSA and any Work Authorization.

10.4 Attorneys' Fees. Unless otherwise stated, any action taken that is necessary to enforce a Party's rights under this MPSA or any Work Authorization, the substantially prevailing Party is entitled to reasonable attorneys' fees, costs, and expenses, in addition to any other relief the prevailing Party is entitled.

10.5 Governing Law. The validity, construction, and performance of this MPSA and each Work Authorization is governed by and must be construed in accordance with the laws of the State of Texas, excluding that body of law pertaining to conflict of laws. For any claim or dispute arising under this MPSA the Parties hereby consent to the exclusive jurisdiction, forum, and venue of the state courts of Bastrop County, Texas, USA, and the federal courts in Dallas/Ft.Worth, Texas, USA.

10.6 Dispute Resolution. Any matters relating to the performance, interpretation, application, or enforcement of this MPSA that cannot be privately resolved by the Parties within forty-five (45) days of a dispute being

identified, including but not limited to breach thereof, will be promptly referred at equally shared-cost of the Parties, to a mutually agreeable mediator, or otherwise to mediation or non-binding arbitration in metropolitan Dallas/Ft.Worth, Texas, USA conducted by and in accordance with the rules of the American Arbitration Association,[5] before and as a condition precedent to, either Party initiating any adjudicative action or binding arbitration. This condition does not apply where temporary injunctive relief is sought before a court of competent jurisdiction with the moving Party bearing related fees and expenses. Any matter that is addressed but not resolved to the satisfaction of either Party within sixty (60) days of the start of mediation may be pursued in an adjudicative action by either unsatisfied Party. Notwithstanding the foregoing, either Party may alternatively seek legal and equitable relief under Section 3.2 in any competent court or jurisdiction worldwide. **THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY RELATING TO ANY CLAIM, DISPUTE, OR CONTROVERSY ARISING OUT OF, UNDER, OR IN CONNECTION TO THIS AGREEMENT**.

10.7 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all remaining provisions of the Agreement remain in full force and effect, and the provision affected shall be construed to be enforceable to the maximum extent permissible by law.

10.8 Notice. Notice given by a Party under this Agreement including routine contact information updates, must be in writing and delivered to the receiving Party either by: (a) Email; (b) process service recognized in the receiving Party's jurisdiction; or (c) prepaid private courier or government registered post operating in the receiving Party's jurisdiction. Delivery of Notice is considered valid and sufficient if accompanied by the receiving Party's Email acknowledgement of safe receipt, or by an attested delivery receipt for delivery by process service, private courier, or government registered post.

Company contact information:	**Client contact information:**
Gradient Solutions Corporation 460 Turner Warnell Road Mansfield, Texas, 76063 USA Attn: Calvin E. Webb III Email: cwebb3@gogradient.com Web: https://www.gogradient.com	See Client contact information on the signature page of this Agreement.

10.9 Entire Agreement. This MPSA together with each Work Authorization constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein, and supersedes and replaces all prior oral or written: agreement; discussion; draft; negotiation; promise; representation; stipulation; understanding; or warranty; between the Parties or in any expressly mentioned extrinsic materials not incorporated in writing in this MPSA or any Work Authorization.

10.10 Modifications. Any waiver, modification, or amendment of any provision of this MPSA or of any Work Authorization is effective only if in writing signed by the Parties.

[5] American Arbitration Association https://www.adr.org/

10.11 Waiver. Waiver by either Party of any breach of any provision of this MPSA or any Work Authorization, must be in writing and does not constitute a waiver of any subsequent breach of the same other provisions of this MPSA or any Work Authorization.

10.12 Signatures and Counterparts. This MPSA may be executed with handwritten or electronic signatures delivered among the Parties in one or more identical counterparts, on paper, by e-mail attachment, or by agreed upon internet-based electronic signature platform. Each counterpart is deemed to be an original and all counterparts together constitute one and the same instrument. Each Party need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the Parties voluntarily execute this Agreement by an authorized representative of the named Party below as of the Effective Date.

"Effective Date": _____

Gradient Solutions Corporation (Company)	**City of Elgin (Client)**
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____
	Postal Delivery Street Address: _____ _____ _____
	Contact E-mail: _____
	Contact Telephone: _____

Attachments:
Appendix A – Sample Work Authorization

APPENDIX A
SAMPLE WORK AUTHORIZATION

This Work Authorization is effective _____ (the "Work Authorization Effective Date"), issued under and subject to the terms and conditions of the Agreement identified above (Agreement Number) by and between Company and Client.

1. Work Authorization Term
This Work Authorization begins on the Work Authorization Effective Date and expires

2. Services & Deliverables
Company shall engage in lawful activities and endeavors on behalf of Client in cooperation with Client representative [NAME] and persons designated by [NAME], as detailed below.

a.
b.

3. Schedule

4. Compensation, Expenses, Invoicing

5. Client Responsibilities

6. Other Terms & Conditions

SAMPLE

Gradient Solutions Corporation (Company)	**City of Elgin (Client)**
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Bastrop County Advisory Board of Health Applications

DEPARTMENT: Executive

PROPOSED ACTION: Decide the Council's process for scoring and selecting applications.

BACKGROUND:
The City Council must select and score applications for the appointment to the Bastrop County Advisory Board of Health. The City has one representative that needs to be selected. Applications are due to the City by January 10th. The City must send in completed, scored, and returned to Bastrop County by January 24th.

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

RECOMMENDATION:
Decide the Council's process for scoring and selecting applications.

ATTACHMENTS:
1. ITEM X.7. - Board of Health Member Application Municipality DCN 1209
2. ITEM X.7. - ABOH Member Application Rubric 12-09

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

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

BASTROP COUNTY

Advisory Board of Health

Member Application

The Advisory Board of Health for Bastrop County will serve in an advisory capacity which includes but is not limited to, providing oversight of the Public Health Department, assuring outreach to underserved and marginalized communities, and informing county commissioners and municipalities of emerging and high-profile public health issues. The Board will report to the Bastrop County Judge and Commissioners, and City Councils of Bastrop, Elgin and Smithville.

Authorization to establish an Advisory Board of Health is found in the TEXAS HEALTH AND SAFETY CODE, TITLE 2. HEALTH, SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH, CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT, SUBCHAPTER A. under GENERAL PROVISIONS which includes:
Sec. 121.034. PUBLIC HEALTH BOARD. (a) The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.
(b) The commissioners court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.
(c) The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department. Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Thank you for your interest in serving on the Bastrop County Advisory Board of Health. If you are applying as an applicant from (**Bastrop, Elgin, or Smithville**), please complete this application and send it to **XXXX (city manager or mayor for Bastrop, Elgin, and Smithville**). All applications will be reviewed and scored by your respective city leadership. **Applications are due January 10, 2025.**

NAME and TITLE: _____

HOME ADDRESS:_____
(Number) (Street) (Apt #)
CITY: _____ ZIP CODE: _____

BEST PHONE NUMBER (Cell/Home/Business):
_____ _____ _____

E-MAIL:_____

CURRENTLY EMPLOYED: YES NO RETIRED: YES NO

1-MOST RECENT EMPLOYER: _____ FROM_____TO_____

DUTIES/RESPONSIBILITES (**PLEASE ATTACH a CV or RESUME**):

_____

_____

2-CREDENTIALS (DEGREES, LICENSES AND CERTIFICATIONS): _____

3-BASTROP COUNTY RESIDENT: YES NO **If yes, number of years:** _____

4-Are you available to attend monthly, in-person meetings? YES NO

5-What is your area of expertise as a public health professional, healthcare representative including medical or allied health providers, health policy representative, legal, banking, or community representative? Please check all that apply.

A-Professional expertise:

☐Children's Health
☐Chronic Disease Prevention and Control
☐Community Health
☐Data Science
☐Dental Health
☐Emergency Medicine
☐Environmental Public Health
☐Epidemiology
☐Exercise Physiology
☐Health Administration (including financial management)
☐Health Communication
☐Health Equity
☐Health Policy
☐Health Promotion and Education
☐Infectious Disease Prevention and Control
☐Medical Ethics
☐Medical Practice
☐Men's Health
☐Mental Health
☐Nursing Practice
☐Nutrition
☐Occupational Health
☐Pharmacology
☐Physician Assistance
☐Public Health
☐Public Health Law
☐Veterinary Medicine
☐Women's Health

OTHER: (Specify)_____

B-Community Representative, Stakeholder or Leader Expertise:

Business Community (including, but not limited to, legal expertise or financial management), Specify_____

Public Health-Regulated Community, Specify_____

Community Representative with Access to Care Experience, Specify_____

OTHER: (Specify)_____

6-List any training, education, or experience that you have that is ***specific*** to Infectious Disease, Chronic Disease, Environmental Health, Health Promotion and Education or Access to Care such as navigation, coordination or advocacy.

7-Tell us why you wish to be a board member including what you can specifically contribute to Public Health in Bastrop County?

8-Have you ever been elected or appointed to/or are currently serving on any other board, council or commission? If so, list the city, state, dates and name of the board, council or commission.

Board, Council, or Commission Name	City	State	Dates of Service

9-Please provide the names and contact information for 2 references who can speak to your qualifications for the desired appointment. Please select one professional and one personal reference.

Reference #1 (Professional/Work Reference):
NAME: _____
ADDRESS: _____
DAYTIME PHONE NUMBER: _____

Reference #2 (Personal Reference):
NAME: _____
ADDRESS: _____
DAYTIME PHONE NUMBER: _____

Should a vacancy occur on the board for a position for which you are qualified, your application will be provided to the Bastrop County Advisory Board of Health. The board will review and may make a recommendation to the Bastrop County Commissioners for appointment. The selected applicant(s) will fulfill the term of the appointment that was vacated.

Bastrop County Advisory Board of Health members, appointed by the Bastrop County Commissioners' Court will serve a three-year term, with no more than three consecutive terms served. Of note, municipal appointed members will serve a one-year term only, based on the respective city charter, unless the municipality chooses to appoint their member for a two-year term.

As an applicant for the above position for the Bastrop County Advisory Board of Health, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The Bastrop County Commissioners and the municipal city councils, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the press and media.

Your Signature: _____ Date: _____

Applications are due January 10, 2025. If applying through the city of **XXXX** email the form to **XXXXX**. Applications will be kept on file for one year. If you have any questions about the process, contact the Bastrop County Public Health Department at 512-581-4200.

Bastrop County Advisory Board of Health

Member Application Rubric

Name of Applicant:

Name of Reviewer:

Question	Points Possible	Points Received
1-MOST RECENT EMPLOYER/ DUTIES/RESPONSIBILITES (ATTACH CV or RESUME)	10	
2-CREDENTIALS (DEGREES, LICENSES AND CERTIFICATIONS)	15	
3-BASTROP COUNTY RESIDENT: If yes, number of years	5	
4-Are you available to attend monthly, in-person meetings?	15	
5-What is your area of expertise as a public health professional, healthcare representative including medical or allied health providers, health policy representative or community stakeholder? Please check all that apply.	10	
6-List any training, education, or experience that you have that is *specific* to Infectious Disease, Chronic Disease, Environmental Health, Health Promotion and Education or Access to Care such as navigation, coordination or advocacy.	10	
7-Tell us why you wish to be a board member including what you can specifically contribute to Public Health in Bastrop County?	20	
8-Have you ever been elected or appointed to/or are currently serving on any other board, council or commission? If so, list the city, state, dates and name of the board, council or commission.	10	
9-Please provide the names and contact information for 2 references who can speak to your qualifications for the desired appointment. Please select one professional and one personal reference.	5	
Total	(100)	

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Discuss and take possible action regarding creation of City Charter committee or amendments to City Charter.

DEPARTMENT: Executive

PROPOSED ACTION: N/A.

BACKGROUND:
Mark Schroeder, City Attorney, has invited a law firm on behalf of the City Council to speak about Charter amendments and review.

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

RECOMMENDATION:

ATTACHMENTS:
None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Discussion and possible action regarding the Interim City Manager position

DEPARTMENT: Executive

PROPOSED ACTION: Appoint an Interim City Manager.

BACKGROUND:
Beau Perry is currently the Acting City Manager.

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

RECOMMENDATION:
Appoint an Interim City Manager.

ATTACHMENTS:
None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM:
In accordance with Texas Government Code, Chapter 551, the Council will convene into executive session, pursuant to Section 551.072, Tex. Gov't Code (Real Property): Discuss and consider the purchase of certain real property for the City of Elgin.

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

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

RECOMMENDATION:

ATTACHMENTS:
None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Pursuant to Texas Government Code Section 551.074 (Personnel Matters), the City Council will convene in Executive Session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, specifically related to the Interim City Manager position.

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

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

RECOMMENDATION:

ATTACHMENTS:
None

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

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