ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
August 5, 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. ANNOUNCEMENTS

1. **Back to School Bash at the Elgin Public Library on August 8th from 11AM-1PM**

2. **Build-A-Boat Workshop at the Elgin Recreation Center Studio on August 8th from 2PM-8PM**

3. **Cardboard Boat Race at Morris Memorial Pool on August 9th at 10:00AM**

4. **Sip Shop & Stroll in Downtown Elgin on August 14th from 5PM-8PM**

VII. PRESENTATION

1. **A PROCLAMATION DECLARING AUGUST AS CAPCOG EMERGENCY MANAGEMENT AWARENESS AND APPRECIATION MONTH**

VIII. CITY MANAGERS REPORT

1. **Public Safety Advisory Committee Quarterly Report**

2. **Main Street Board Quarterly Report**

3. **Economic Development Corporation Board Quarterly Report**

IX. CONSENT AGENDA

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

1. **City Council Regular Meeting Minutes - July 15, 2025**

2. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A TWO-YEAR SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT IN THE ANNUAL AMOUNT OF $124,436.00; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT. (Noble)**

X. NEW BUSINESS

1. **Consideration and Action to Set Dates for Public Hearings on the Proposed FY 2025-2026 Budget, Capital Improvement Plan, and Proposed Tax Rate (Turner/Sanders)**

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE EXTENSION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT WITH WASTE MANAGEMENT OF TEXAS, INC. (Sanders/Navejas)**

3. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A SPECIAL ELECTION ON NOVEMBER 4, 2025, FOR THE PURPOSE OF AMENDING THE CITY'S HOME RULE CHARTER AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION. (Schroeder/Standifer)**

XI. EXECUTIVE SESSION

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

1. **Section 551.074, Texas Government Code (Personnel Matters): To discuss Interim City Manager assignments and duties.**

2. **Section 551.074, Texas Government Code (Personnel Matters): To discuss executive recruitment for the City Manager position.**

3. **Section 551.071, Texas Government Code (Consultation with Attorney): To discuss contract negotiations with the City Manager.**

XII. RECONVENE

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

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 Wednesday, July 30, 2025, in accordance with Chapter 551 of the Texas Government Code.

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A PROCLAMATION DECLARING AUGUST AS CAPCOG EMERGENCY MANAGEMENT AWARENESS AND APPRECIATION MONTH

DEPARTMENT: Executive

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

RECOMMENDATION:

ATTACHMENTS:

1. Proclamation Emergency Manager Month

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.

A PROCLAMATION DECLARING AUGUST AS CAPCOG EMERGENCY MANAGEMENT AWARENESS AND APPRECIATION MONTH

WHEREAS, the Capital Area Council of Governments (CAPCOG) is a political subdivision of the State of Texas serving Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson counties; and,

WHEREAS, the State of Texas historically leads the nation in the number of federally declared disasters; be they natural hazards, technological, or human-caused; and,

WHEREAS, local agency, school, university, TDEM, and private-sector emergency managers dedicate countless hours to developing preparedness, response, recovery, mitigation, and prevention programs to protect the lives, businesses, property and the environment in their communities; and,

WHEREAS, local agency, school, university, TDEM, and private-sector emergency managers are responsible for establishing and maintaining the capabilities necessary to effectively direct, coordinate, and support emergency response and recovery efforts in their communities; and

WHEREAS, the efforts of the region's emergency managers have assisted communities in the ten-county CAPCOG region to prepare, recover, rebuild, and become more resilient in the face of continuing threats, emergencies, and disasters; and,

WHEREAS, the region's local agency, school, university, TDEM, and private-sector emergency managers are greatly appreciated by the communities they serve; and,

WHEREAS, the emergency management mission areas of prevention, protection, mitigation, response, recovery, preparedness are a national priority and align with the National Preparedness Goal; and,

NOW, THEREFORE, I, MAYOR THERESA Y. MCSHAN, Mayor of the City of Elgin hereby declare the month of August 2025, as CAPCOG Emergency Management Awareness and Appreciation Month and encourages all residents, businesses, schools, local governments and communities to acknowledge the service, commitment, dedication, and professionalism of local agency, school, university, TDEM, and private-sector emergency managers in the CAPCOG region.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Elgin, Texas to be affixed this 5th day of August 2025.

_____

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public Safety Advisory Committee Quarterly Report

DEPARTMENT: Police

PROPOSED ACTION: No action is necessary

BACKGROUND:
The Public Safety Advisory Committee (PSAC) is a committee that typically meets monthly, or as needed, to advise the Elgin Police Department. They are not a decision-making body.

BUDGET/FINANCIAL IMPACT:
None.

RECOMMENDATION:
Staff recommends Council review the report

ATTACHMENTS:
1. PSAC Quarterly Report 08.05.2025

None.

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.

Public Safety Advisory Committee
QUARTERLY REPORT

DATE: February 4, 2025

April 2025

- The meeting was canceled.

July 2025

- No quorum was present.
- Chief's suggested topics for future PSAC consideration:
    - Additional/ new lighting for Morris Park walking trail
    - Require new developments to install and fund Flock Safety Cameras within the development
    - Announce $43,880.00 Grant Award from the Texas Motor Vehicle Crime Prevention Authority

Proposed Activities

None.

Recommended Council Action

None.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Main Street Board Quarterly Report

DEPARTMENT: Community Services

PROPOSED ACTION: None.

BACKGROUND:

BUDGET/FINANCIAL IMPACT:
N/A

RECOMMENDATION:
Staff recommend reviewing the report.

ATTACHMENTS:
1. MSB Quarterly Update 07-25-2025

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

July 25, 2025

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.

Special Announcement:

Crosswalk of Unity project, a pedestrian safety and placemaking initiative near Veterans Memorial Park that reflects Elgin's diverse heritage is hosting the community input workshop for the project on Thursday, July 31, 2025, from 5–7 PM at The Clever Tiger.

Elgin is proud to host the upcoming Texas Downtown Regional Roundtable on Friday, August 22, 2025, at Firewild on Main. This full-day event will showcase Elgin's progress in downtown revitalization and connect professionals across the region for peer learning and collaboration.

The Bullock Texas State History Museum will feature Elgin's Hogeye Festival in its 2026 exhibit on Texas Festivals, running April through September. Elgin's beloved mascot, Priscilla, will be the centerpiece of the display, highlighting the creativity, community spirit, and culture of our town.

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

We have moved the Crosswalk of Unity project into the community engagement phase, culminating in a public workshop scheduled for July 31. The Hogeye Festival volunteer committee has officially kicked off planning efforts for this year's event. Additionally, we welcomed a new destination retail business, Things Celtic, and a new kettle corn vendor to Main Street–further contributing to downtown vibrancy.

Organization

- Volunteers supported the production and distribution of downtown welcome bags used at Sip, Shop & Stroll and provided to new residents and hotels.
- Volunteer hours were logged for quarterly reporting, supporting our compliance and showcasing strong community involvement.

- Kicked off the Hogeye Festival volunteer committee for 2025 planning.

Economic Development
- Welcomed Things Celtic, a new destination retail business downtown.
- Supported the relocation of a new kettle corn vendor to Main Street.
- Continued outreach to local businesses and stakeholders through recurring downtown events.

Design
- Advanced planning and community engagement for the Crosswalk of Unity project including scheduling and preparing for the Community Input Workshop for the Cross.
- Continued planning and design work for the Art Alley initiative.
- Explored pedestrian safety enhancements at intersections including Depot and Avenue C.

Promotion
- Hogeye Festival preparations are well underway, with volunteer coordination and early planning completed.
- Donna Ambrogio continues to lead the youth volunteer program with honor society students and supports logistics for every Main Street event.

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

Organization
- Plan and facilitate the Main Street Board work session to update the yearly work plan to discuss growth and revitalization strategies.
- Work with the Retail Group to revamp Sip, Shop, & Stroll and plan holiday activities

Economic Development
- Convert the Business Retention Committee into a podcast or video series to support downtown economic vitality.
- Continue outreach and support for new and existing businesses in the downtown district.

Design
- Finalize designs and begin work for the Crosswalk of Unity, with final reporting due in November.
- Install the first frame for the Art Alley project.
- Expand downtown design programming and public art installations.

Promotion
- Continue planning and execution for the Hogeye Festival
- Host the Texas Downtown Regional Roundtable on August 22, 2025.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Economic Development Corporation Board Quarterly Report

DEPARTMENT: EDC

PROPOSED ACTION: No action is necessary.

BACKGROUND:
This report covers activity from May, June and July 2025.

BUDGET/FINANCIAL IMPACT:
No fiscal impact.

RECOMMENDATION:
Review of quarterly report.

ATTACHMENTS:
1. Quarterly Report Q3 2025

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.

EDC Quarterly report – Q3 2025

- Participated in Foreign Trade Zone training with Bastrop County EDCs.
- Met with the local electric provider to discuss upcoming development projects.
- Facilitated board training for newly appointed EDC board members.
- Provided support with grant documentation and a resolution related to the Comprehensive Plan RFP.
- Held a meeting with a prospective business interested in opening a downtown location.
- Met with a developer regarding the potential purchase of 11 acres in the Elgin Business Park
- Conducted meetings with multiple healthcare providers to explore opportunities for development or expansion within the community.
- Met with an international manufacturer considering U.S. expansion.
- Participated in Chamber Board meetings and luncheons to support local business engagement.
- Developed the EDC budget and CIPs for City Council and the EDC Board.
- Presented upcoming commercial projects during a Media Day event hosted by Community Services.
- Hosted a tour for neighboring EDCs to highlight ongoing projects and community growth in Elgin.
- Attended the Texas Economic Development Council Conference in Rockwall.
- Attended the BEST Breakfast to support regional collaboration.
- Toured COTA and met with leadership to discuss future workforce and partnership opportunities.
- Met with a developer to review project status and discuss potential incentives.
- Attended the Governor's Small Business Summit to engage with regional partners and resources.
- Supported planning and coordination efforts for Western Days.
- Met with a video marketing firm to strategize content plans for the second half of the year.
- Held a business expansion meeting with a local company exploring growth opportunities.
- Met with a downtown business on potential funding sources for expansion.

- Researched and met with software developers to explore CRM and Business Retention & Expansion solutions.
- Created strategic plan goals & objectives document for City Council.
- Met with a developer to discuss real estate agreement and finalizing a contract.
- Collaborated with a community financial institution to explore funding options for a local business needing assistance.
- Met with Yerico to receive a project update and coordinate a contract amendment.
- Created a second amendment to a contract agreement with local business.
- Attended the Grand Opening of Things Celtic, celebrating a new addition to the downtown business community.
- Awarded $20,000 in City-Wide Business Enhancement Grants to support upgrades at three local businesses.
- Attended Elgin ISD CTE Advisory Board meeting to meet the team and discuss partnership opportunities.
- Attended a workforce transportation meeting held to discuss regional mobility plans and expanded services from CARTS.
- Met with Bastrop County Commissioner and County EDC Director to collaborate on upcoming project needs.
- Met with Ascension Seton Director to discuss expanded services and new services coming to the Elgin market.
- Met with neighboring Economic Development Corporation to strengthen regional relationships.
- Attended Opportunity Austins Regional Partners quarterly meeting.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - July 15, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the meeting minutes from July 15, 2025.

BACKGROUND:
The City Council held a regularly scheduled meeting on July 15, 2025.

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

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. City Council Regular Meeting Minutes - July 15, 2025

{} 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 MINUTES
July 15, 2025
6:30 PM

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

ROLL CALL
Mayor McShan called roll.

Present:
Theresa Y. McShan, Mayor
Arthur Gibson III, Council Member Ward 1
Joy Casnovsky, Council Member Ward 1
Chuck Swain, Council Member Ward 2
YaLecia Love, Deputy Mayor Pro Tem Ward 2
Tiffany St. Pierre, Council Member Ward 3
Al Rodriguez, Council Member Ward 3
Liston Crim, Council Member Ward 4
Sue Brashar, Mayor Pro Tem, Ward 4

Staff:
Isaac Turner, Interim City Manager
Peyton Standifer, City Secretary
Mark Schroeder, City Attorney
Michael Gonzales, Public Works Director
Beau Perry, City Engineer & Development Services Director
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Elizabeth Marzec, Recreation Program Manager
Esmeralda Rangel, Assistant City Secretary

INVOCATION
Council Member Swain provided the invocation.

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

PUBLIC COMMENT
Nicholas Teague, Elm Wood Dr., expressed concern that his mother-in-law's Fourth Amendment rights were violated when a code enforcement officer, upon noticing construction materials on her property, entered the premises without the homeowner's permission and began taking photographs

of areas not visible from any public space while the homeowner was not present. While he appreciates the City's apology letter and making the situation right, he remains troubled by how the current code is written—particularly the requirement for permits even for accessibility-related home improvements. He urged the City Council to review and revise the ordinance to prevent such invasions of privacy, emphasizing that it is their inherent responsibility to protect the rights of residents.

Brenda Pena, N Ave H, expressed concerns regarding the financial management of the City, specifically about transparency in how funds are received, allocated, and spent. She emphasized the importance of maintaining a balanced budget and stressed the importance of proper bookkeeping, including maintaining accurate records for accounts payable and receivable. She emphasized that all financial activities should be closely monitored and that all financial information should be easily accessible to residents who seek transparency. Additionally, she expressed her appreciation to City employees and noted that, if additional training is required, the City should ensure staff have full access to those resources. She also inquired about who is responsible for monitoring City vehicles and gas cards.

ANNOUNCEMENTS

1. **The Dino Dig Safari, put on by Elgin Rec Center and the Family Crisis Center, will be on Friday, July 18th from 6PM-8PM at Veterans Memorial Park.**
   Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.

2. **Dinosaur George's Traveling Dinosaur Museum will be at the Elgin Rec Center on Friday July 25th and Saturday July 26th.**
   Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.

3. **Dino-mite Movie Night will be at the Elgin Public Library on July 18th at 2PM.**
   Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.

4. **Family Free Swim is on Fridays & Saturdays from 6PM-8PM at Morris Memorial Pool.**
   Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.

5. **The Crosswalk of Unity Community Input Workshop is on Thursday July 24th from 5PM-7PM at The Clever Tiger.**
   Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.

6. **The Elgin Public Library's Ribbon Cutting for the Maker's Space on Thursday, July 31st, from 2:00 PM to 3:30 PM.**
   Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.

PRESENTATION

1. **A PROCLAMATION CELEBRATING FAMILY-OWNED BUSINESSES IN THE MONTH OF AUGUST IN THE CITY OF ELGIN**
   Mayor McShan read the proclamation. Kaley Frye, Interim Economic Development Director,

received the proclamation from Mayor McShan on behalf of the Acton Children's Business Fair group as they were not present.

2. **Presentation of FY 2025-2026 Proposed Budget to City Council (Turner/Sanders)**
Pamela Sanders, Human Resources Director, provided a brief presentation on the structure of the budget book and how to navigate each line item. Isaac Turner, Interim City Manager, reviewed some of the financial figures with the City Council. Discussion followed. Ms. Sanders noted that a summary page had been added to the green binder for Council members who have not previously gone through the budget process to get a clearer understanding. She also directed Council's attention to the white binder, which contains departmental and divisions budget increase requests with justification for each request. Mr. Turner explained that the purpose of the white binder is to document departmental needs for potential future consideration, should surplus funding become available. He clarified that the items included in the white binder are not part of this year's proposed budget. Ms. Sanders added that the full budget documents are available on the City's website, and printed copies will be available at the library beginning tomorrow morning.

CITY MANAGERS REPORT
Mr. Isaac Turner, Interim City Manager, stated he did not have any items to discuss during the City Manager's Report.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes - July 1, 2025**

   This item was approved on the consent agenda.

2. **Consider approval of amendments to the by-laws of the Elgin Economic Development Corporation (EDC) to transfer supervisory authority over the EDC Director from the EDC Board of Directors to the City Manager of the City of Elgin.**
This item was withdrawn and tabled until March of 2026.

3. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERTIM CITY MANAGER TO EXECUTE PAY APPLICATION NO. 20 TO BAIRD/WILLIAMS IN THE AMOUNT OF $53,100.00 FOR THE NEW POLICE STATION PROJECT; MAKING CERTAIN FINDINGS RELATED THERETO. (Sanders)**
This item was approved on the consent agenda.

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN THE AMOUNT OF $205,957 FOR UPSIZING UTILITY LINES IN THE BRIARWOOD DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
This item was approved on the consent agenda.

   Mayor Pro Tem Brashar made a motion to approve items 1, 3, and 4 on the consent agenda. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AND AGREEMENT WITH WARD GETZ AND ASSOCIATES IN THE AMOUNT OF $5,106,400 FOR DESIGN SERVICES OF THE WASTEWATER TREATMENT PLANT**

2 PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ)
Beau Perry, City Engineer & Development Services Director, stated that there was discussion regarding land acquisition for Wastewater Treatment Plant No. 2. The City Council has then entered into four agreements with developers that are seeking reserved capacity for wastewater treatment. The developers have committed to paying their pro rata share, which will ensure that taxpayers are not financially responsible. The pro rata share received would be approximately 61% of the total project costs from the participating developers. As project invoices are received, they are sent to the developers for payment. And, since these developments are ongoing, the City retains the authority to halt progress on any project if a developer fails to meet their financial commitments, ensuring accountability and protecting City interests. The City has identified a suitable property for the construction of Wastewater Treatment Plant No. 2. The proposal currently before Council is an engineering services agreement.

Mayor Pro Tem Brahar made a motion to approve the resolution. Council Member Casnovsky seconded. All voted in favor. The motion carried.

2. **Voting on Charter Propositions for the November 4th Ballot**
Mark Schroeder, City Attorney, presented the Charter Review Committee's recommendations to the City Council. He explained that, following Council feedback on the proposed propositions, an ordinance would be brought forward for approval to formally call the election. This ordinance will include both the ballot language and the measure which is a detailed description of how the Charter would appear if the propositions are approved by voters. Mr. Schroeder then reviewed each recommended proposition in detail, with assistance from Peyton Standifer, City Secretary, who provided clarification as needed. Proposition A would be brought back for final approval. Proposition B would be brought back for final approval. Proposition C would be brought back for final approval. Proposition D would be brought back for final approval. Proposition E would be brought back for final approval as two separate revised propositions, due to the lack of unanimous agreement. Proposition F would be brought back for final approval. Proposition G would be brought back for final approval. Proposition H would be brought back for final approval. Proposition I would be brought back for final approval. Proposition J would not be brought back for final approval, as the council believed it would be best to stay as is. Proposition K would not be brought back as it is already required by state law. Proposition L will not be brought back for final approval, as presenting the budget at this stage would result in an incomplete document, offering no improvement over its current form. Proposition M would be brought back for final approval. Proposition N would be brought back for final approval. Proposition O would be brought back for final approval. Proposition P would be brought back for final approval.
Mr. Schroeder reminded the Council that they will be bringing back a proposed ordinance with the ballot language and measures at the next meeting.

EXECUTIVE SESSION
Mayor McShan read the two item titles for Executive Session, and adjourned the meeting into executive session at 8:03 PM.

1. **Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.**

2. **In accordance with Chapter 551 of the Texas Government Code, the Council will convene into executive session, pursuant to Section 551.074 (Personnel Matters): Discuss executive recruitment for the City Manager**

RECONVENE
Mayor McShan reconvened the meeting at 8:42 PM. There was no action taken.

ADJOURNMENT
Deputy Mayor Pro Tem wanted to remind the citizens that Saturday would be the Town Hall meeting at the EISD Administration Building.

Mayor McShan adjourned the meeting at 8:42 PM.

ATTEST: _____
Theresa Y. McShan, Mayor

_____
Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A TWO-YEAR SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT IN THE ANNUAL AMOUNT OF $124,436.00; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT. (Noble)

DEPARTMENT: Police

PROPOSED ACTION: Approval of Resolution and Contract

BACKGROUND:
In FY 23-24, the City of Elgin entered into an Interlocal Agreement with the Bastrop County Office of Emergency Communication to provide dispatch & emergency communications services to the Elgin Police Department. The agreement was to last 24 months unless modified or terminated. For FY25-26, the agreement will last 24 months and will be renewed on October 1 each year thereafter until modified or terminated by the parties. The costs for dispatch services to the City of Elgin will remain the same during the term of this renewed agreement. This Agreement shall be for two (2) years from the effective date thereof and will automatically renew on October 1 every year thereafter until modified or terminated by the Parties. One hundred and twenty (120) days prior to the termination date or anniversary date of this Agreement, the Parties will meet to determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing the other Party with ninety (90) days' written notice of its desire and intention to terminate this Agreement.

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

ANNUAL COST	COST FOR THE LENGTH OF THE CONTRACT (2 YEARS)	QUARTERLY COST (Oct. 1st, Jan. 1st, Apr. 1st, & July 1st)
$124,436.00	$248,872.00	$31,109.00

The City agrees to pay the County the sum of $124,436.00 annually for two years, in quarterly installments of $31,109.00, for the term of this Agreement. There is no increase in cost from the last contract.

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. Resolution Dispatch Agreement EPD and Bastrop County FY25-26
2. City of Elgin Dispatch Contract 2025-27

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

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

RESOLUTION NO. 2025-08-05-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A TWO-YEAR SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT IN THE ANNUAL AMOUNT OF $124,436.00; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

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

WHEREAS, staffing for round the clock dispatching services is challenging due to Police Department building deficiencies; and

WHEREAS, Bastrop County is in a position to provide and is currently providing dispatching services to the City; and

WHEREAS, both Bastrop County and the City of Elgin desire to establish a fixed schedule for this arrangement by entering into an Agreement to formalize said arrangement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTIES, 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 Interim City Manager or Mayor is hereby authorized to finalize negotiations and execute a two-year agreement with *Bastrop County* of Bastrop, Texas, in total amount of $248,872.00.00 for the Dispatching Services to the City of Elgin Police Department, details of the compensation provided in the Agreement; and made part of this Resolution as if copied verbatim herein.

Section 3. Budget. The City Council does hereby acknowledge that this item was included within the *FY25-26 City of Elgin Annual Operating Budget*.

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

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

PASSED AND ADOPTED this 5th day of August 2025

_____
Theresa Y. McShan, Mayor
City of Elgin, Texas

ATTEST:

_____
Peyton Standifer, City Secretary

AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF ELGIN

This Agreement ("Agreement"), effective on October 1, 2025 by and between Bastrop County (the "County"), and the City of Elgin, Texas (the "City"), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (to be collectively referred to herein as the "Parties," and individually as "Party").

WHEREAS, the County of Bastrop and the City of Elgin agree that the availability of police dispatching services to the citizens of Bastrop County and the City of Elgin beneficial to the health and welfare of the citizens of Bastrop County and the City of Elgin; and

WHEREAS, the County of Bastrop has the facilities and personnel necessary to provide dispatching services to the City of Elgin Police Department to serve the residents of the City as well as the County; and

WHEREAS, Bastrop County has the proper equipment, training and personnel, necessary to receive police department assistance requests made by the citizens of the City of Elgin and Bastrop County, and further has the ability to then dispatch City of Elgin Police personnel to respond to such requests; and

WHEREAS, Bastrop County and the City of Elgin have in the past entered into agreements concerning the provision of dispatching service by the County to the City and desire to continue such inter-local contract arrangement related to the provision of police dispatching services to the City of Elgin Police Department by the County.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

As used in the Agreement, the following terms will be defined as follows:

AGREEMENT means this contract between the City and the County related to provisions of dispatching services to the City of Elgin Police Department.
EMERGENCY COMMUNICATIONS SERVICES means the services provided by Bastrop County to the City of Elgin Police Departments, under this Agreement.
BASTROP COUNTY TELECOMMUNICATIONS OPERATOR(S) means the person(s) employed by Bastrop County and trained to process emergency call and dispatch City of Elgin Police Department personnel, pursuant to this Agreement.

ARTICLE II
MUTUAL AGREEMENT OF THE PARTIES

The parties agree to the operation of the Bastrop County Emergency Communications Services, described herein, in furtherance of the Parties' goals to protect the health, safety, and welfare of the residents of the City and the County, and that this service could not be similarly furnished to these citizens by other individuals or entities without this Agreement, and that this service by the County constitutes a public service by a governmental entity with immunity for the City and the County, their employees, agents, contractors, representatives, personnel being invoked to the full extent applicable under the laws of the State of Texas.

The Parties hereby agree and acknowledge that in order to perform the duties envisioned by the terms of the Agreement, the County must employ and train telecommunications operators to meet the emergency communications needs of the City of Elgin Police Department. The Parties further agree that the County will use the quarterly payment made by the City pursuant to the Agreement only to pay the salary and benefits provided to Bastrop County Telecommunications Operator(s) and costs of providing such services.

The Parties agree that at least once a quarter throughout the duration of the Agreement, beginning three (3) months after the effective date of this Agreement, the City of Elgin Chief of Police will meet or otherwise communicate with the County Emergency Communications Management to discuss and determine whether the emergency communications services provided under this Agreement to the City have been sufficient and satisfactory. If it is determined that additional Bastrop County emergency communications personnel are needed to fulfill the needs of the City of Elgin Police Department, the Parties to this Agreement will work together to determine the required staffing increase and to determine what modifications to this Agreement shall be made, if any. If the Parties cannot reach an agreement as to the required staffing, either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its intention to terminate.

The Parties agree that the scheduling and assignment of the Bastrop County Telecommunicator(s) shall be controlled solely by Bastrop County, provided that emergency communications services shall be provided to City of Elgin Police Department on a continuous, twenty-four (24) hour per day, seven (7) days per week, basis.

ARTICLE III
OBLIGATIONS OF THE COUNTY

Bastrop County through the employees, contractors, agents and/or personnel, agrees to provide emergency communications services to the City of Elgin Police Department in response to requests placed by the citizens of Bastrop County, and the City of Elgin, as follows:

1) The County agrees to budget and staff the Emergency Communications Center with a sufficient number of positions for the term of the Agreement and to provide emergency communications services for the City of Elgin Police Department on a continuous 24 hours per day, seven (7) day per week basis, with a minimal staffing of 3 Telecommunicators at all times. Bastrop County will train its Telecommunicators in basic emergency communications operations and services, and will further train its Telecommunicators in procedures related to emergency communications requirements and procedures concerning police dispatching and record keeping for same;

2) The parties acknowledge and agree that the Bastrop County Telecommunicator(s) have employment responsibilities and duties to address citizens requests for the County in addition

to those required for emergency communications services to the City of Elgin Police Departments;

3) The Bastrop County Telecommunicator(s) will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the City of Elgin;

4) The Bastrop County Telecommunicator(s) will dispatch City of Elgin Police Department personnel, according to their training, instruction, procedures and policies, agreed upon by the City of Elgin Chief of Police and Bastrop County, in accordance with generally excepted industry standards;

5) The County will be solely responsible for scheduling and maintaining a twenty-four (24) hour, seven (7) days per week, communication/dispatch center to receive requests for service and dispatch City of Elgin Police Department personnel to respond to service request, at all times during the term of this Agreement and any extensions thereof, beginning immediately after the effective date noted in the agreement;

6) The County shall provide and pay all costs associated with the purchase and/or installation of all radio communication equipment to be located at the Bastrop County Communications Center, which the City and the County agree is sufficient for emergency communications between the Bastrop County Communications Center and the City of Elgin Police Department. The required equipment shall remain the property of the County and may be removed by the County, at its sole expense, in the event of expiration or termination of the Agreement;

7) Unless otherwise required by law, no information regarding service requests dispatched by the County will be given to third parties, without consent of the City of Elgin Police Department;

8) The Parties acknowledge and agree that the services to be provided by the County under this Agreement are contingent upon service demands, public convenience, and existing needs and necessity of the citizens of Bastrop County and the City of Elgin, and that if such demands change in the future, amendments to this Agreement may be required;

9) At the discretion of the Elgin City Manager, the City of Elgin Chief of Police will act as the City's contact and contract administrator concerning this Agreement;

10) Bastrop County agrees to provide the City of Elgin Police Department with access to computerized records, reports, literature, and/or documentation that memorialize the services provided by the County under this Agreement and conformance with the County's requirements, the City's requirements, and/or any other applicable regulatory requirements;

11) All emergency communications calls dispatched by the County to the City shall be dispatched on frequencies approved by the City, unless it is not possible to do so because of emergency circumstances;

12) The County shall provide, at no additional cost to the City, all emergency communications training required by any Bastrop County employees, contractors, representatives, agents, or personnel who act as Bastrop County Telecommunicator(s) pursuant to this Agreement;

13) The Parties agree that all telephone lines into the Bastrop County Communications Center remain the property of the entity that purchases and initiates service of the lines. Each respective entity shall be responsible for all maintenance on their respective telephone lines;

14) The Parties agree that in the event the Bastrop County Communications Center is relocated from its current location, during the term of this Agreement or any extension to such term, the parties shall work together to coordinate the equipment relocation and emergency communications services transition in a manner that ensures minimal disruption or alteration of all emergency communications services.

ARTICLE IV
OBLIGATIONS OF THE CITY

The City of Elgin, through its Police Department, employees, contractors, agents, and/or personnel, agrees to receive Emergency Communications Services from Bastrop County in response to requests placed by the citizens of Bastrop County and the City of Elgin, as follows:

1) The City agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from the Bastrop County Communications Center, and for communicating with the Bastrop County Communications Center and between the City's personnel.

2) The City shall be responsible for purchasing, maintaining, and repairing the City of Elgin Police Department's base, mobile, and portable communications equipment including pagers and computers.

3) The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claims as a result of incorrect or improper information provided by the City regarding warrants being entered into TCIC/NCIC.

ARTICLE V
COMPENSATION

As compensation from the Emergency Communications Services provided by the County, pursuant to the terms of this Agreement, the Parties agree to the following:

1) The City agrees to pay the County the sum of **One Hundred Twenty-Four Thousand, Four hundred and Thirty-Six Dollars ($124,436.00)** per year, in quarterly installments of **Thirty-One Thousand, One Hundred and Nine Dollars ($31,109.00),** for the term of this Agreement. The installment of quarterly payments by the City shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year thereafter for the term of the Agreement.

2) In the event this Agreement is extended by the mutual consent of the Parties on a month-to-month basis payments shall continue to be made by the City to the County on or before the 15th calendar day of each month, in a monthly pro-rated amount, unless the Parties agree to a modification in compensations for the month-to-month extension of services.

3) The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve at a minimum the Bastrop County Judge, the Bastrop County Communications Center Management and the City of Elgin Chief of Police. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Term of Agreement, Termination, and Renewal. This Agreement shall be for **Two (2) years** from the effective date hereof and will automatically renew on **October 1 each year thereafter** until modified or terminated by the Parties. One hundred and twenty (120) days prior to the termination date or anniversary date of this Agreement, the Parties will meet to determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing the other Party with ninety (90) days written notice of its desire and intention to terminate this Agreement.

Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under the Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer Period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, epidemics,

landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand at the opposing Party or Parties when such settlement is unfavorable to it in the judgment of either Party hereto.

Severability. The provisions of the Agreement are severable, and if any provision or part of the Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be void, invalid or unenforceable for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons or circumstances shall not be affected thereby.

Modification. This Agreement shall be subject to change, amendment or modification only with the mutual consent of the city and the county. All modifications shall be memorialized in writing between the Parties.

Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the City are and shall remain as follows:

Bastrop County
Bastrop County
Attn: Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

Bastrop County Sheriff's Office
Communications Division
1501 Business Park Dr.
Bastrop, Texas 78602

With copy to: District Attorney
804 Pecan Street
Bastrop, Texas 78602

The City of Elgin
Attn: Mayor

With copy to:
City Attorney of the City of Elgin

Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Captions. The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall never be considered or given any effect construing this Agreement.

Assignment. This Agreement may not be assigned by the County or the City to any other Party without the express written consent of the other Party. Any permitted assignee of the County shall be

obligated by contract with the County and the City to honor the County's obligations to the City under the terms of the Agreement.

Successor Rights and Responsibilities. In the event of any occurrence which renders the County incapable of performing under this Agreement, any successor of the County, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of this Agreement. In the event of any occurrence which renders the City incapable of performing under the Agreement, any successor of the City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the Agreement.

Non-Waiver. Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.

Scope of the Agreement. This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.

Release By County. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the County hereby releases, dismisses, and forever, discharges the City Police Department, the city, it's officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the County, which the County may now have or hereafter claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The County agrees to release the City from any and all liability including, but not limited to, the following:

(1) Liability caused by the County's employees, contractors, subcontractors, or agents for all injuries and damage to property of the County, the City or third parties that is caused by the County, it's employees, contractors, subcontractors or agents actions, omissions or negligence, or by the failure of the County, it's employees, contractors, subcontractors or agents to comply at any time with the terms of this Agreement, except that which is caused in the majority by the acts and/or omissions of the City.

(2) Liability for such injuries to the County, it's employees, contractors, subcontractors or third parties, or for damages to the County, it's employees, contractors, subcontractors or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the City.

(3) Liability for any damages to any of the County's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the City.

(4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other use by the City of any equipment, policies, procedures, maps, routing information, or templates provided by the County, except that which is caused in the majority by the acts and/or omissions of the City.

(5) Liability caused by trespass by the County, its employees, agents, contractors, or subcontractors.

Release By City. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the City hereby releases, dismisses, and forever discharges the County, it's officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the city, which the city may now have or here after claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The City agrees to release the County from any and all liability including, but not limited to, the following:

(1) Liability caused by the City's employees, contractors, subcontractors, or agents for all injuries and damage to property of the City, the County or third parties that is caused by the City, it's employees, contractors, subcontractors or agents actions, omissions or negligence or by the failure of the City, it's employees, contractors, subcontractors or agents to comply at any time with the terms of the Agreement, except that which is caused in the majority by the acts and/or omissions of the County.

(2) Liability for such injuries to the City, it's employees, contractors, subcontractors or third parties, or for damages to the City, it's employees, contractors, subcontractors, or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the County.

(3) Liability for any damages to any of the City's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the County.

(4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other used by the County of any equipment, policies, procedures, maps, routing information, or templates provided by the City, except that which is caused in the majority by the acts and/or omissions of the County.

(5) Liability caused by trespass by the City, its employees, agents, contractors, or subcontractors.

Dispute Resolution. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.

GOVERNING LAW AND JURISDICTION: The parties agree that this agreement is construed under Texas law and that jurisdiction and venue are proper in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin Division.

Construction of Agreement. The Parties acknowledge that each, and if it so chooses, it's legal counsel has reviewed the Agreement and that the normal rule of construction, to the effect that

ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

THE CITY OF ELGIN

By:_____
Theresa Y. McShan, Mayor

Date:_____

ATTEST:

By:_____
Peyton Standifer, City Secretary

BASTROP COUNTY

By:_____
, County Judge

Date:_____

ATTEST:

By:_____
County Clerk

BASTROP COUNTY SHERIFF

By:_____
Maurice Cook, Bastrop County Sheriff
Date:_____

Approved as to form:

_____
Bastrop County Attorney
Bastrop County, Texas

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Consideration and Action to Set Dates for Public Hearings on the Proposed FY 2025-2026 Budget, Capital Improvement Plan, and Proposed Tax Rate (Turner/Sanders)

DEPARTMENT: Finance

PROPOSED ACTION: Staff recommend setting the following dates to receive public input:

1. **Public Hearing on Proposed FY 2025-2026 Budget:** September 2nd Regular Meeting
2. **Public Hearing on Capital Improvement Plan:** August 19th, Regular Meeting
3. **Public Hearing on Proposed Tax Rate:** September 2nd Regular Meeting

BACKGROUND:
In accordance with state law and the City Charter, the City Council is required to hold public hearings prior to adopting the annual budget, capital improvement plan, and tax rate for the upcoming fiscal year. Staff recommend setting the Public Hearings for Tuesday, September 2, 2025 prior to the regularly scheduled council meeting to receive public input.

These hearings will provide the community with opportunities to review, comment, and ask questions regarding the City's planned expenditures, capital projects, and tax rate before Council consideration and adoption.

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

RECOMMENDATION:
Set the dates for the public hearings as recommended for compliance with statutory notice requirements and ensure adequate public participation in the budget, CIP, and tax rate adoption process.

ATTACHMENTS:
None

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

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE EXTENSION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT WITH WASTE MANAGEMENT OF TEXAS, INC. (Sanders/Navejas)

DEPARTMENT: Utility Billing

PROPOSED ACTION: Approve the assignment of an extension to the existing contract for solid waste disposal and collection services with Waste Management of Texas, Inc. and authorize the Interim City Manager to execute all related documents.

BACKGROUND:
On September 4, 2018, the City entered into a contractual agreement with Waste Management of Texas, Inc. The current agreement will expire on September 16, 2025. This extension will provide for three (3) additional years of service with a mutual option to extend the term an additional two (2) years.

The contract extension will continue current services with the same provider with an initial 5% rate increase for the first year. Years 2 and 3 will include a contractural increase based on the current CPI at that time and will be capped at 5%.
The costs will be passed on to the utility customer, and will be an estimated $1.20 per month for residential customers. Commercial customers will vary based on size and service.

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

RECOMMENDATION:
Approve the assignment of an extension to the existing contract for solid waste disposal and collection services with Waste Management of Texas, Inc. and authorize the Interim City Manager to execute all related documents.

ATTACHMENTS:
1. Resolution Waste Mgmt 2025
2. Waste Managment Presentation August 5th

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

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

RESOLUTION NO. 2025-05-20-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE EXTENSION OF SOLID WASTE COLLECTION AND DISPOSAL SERVICES CONTRACT WITH WASTE MANAGEMENT OF TEXAS, INC.

WHEREAS, the City of Elgin ("City") previously entered into an agreement with Waste Management of Texas, Inc. for the provision for solid waste collection and disposal services; and

WHEREAS, the existing contract is set to expire on September 16, 2025, and both the City and Waste Management of Texas, Inc. have negotiated a three (3) year extension, with the option for a mutual two (2) year extension upon agreement of both parties; and

WHEREAS, the renewed agreement shall include a 5% rate increase effective upon the commencement of the new term; and

WHEREAS, the City Council of the City of Elgin finds it to be in the best interest of the City and its residents to approve the renewal of this agreement under the terms stated.

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 Interim City Manager is hereby authorized to execute and implement a renewal agreement with Waste Management of Texas, Inc. for solid waste collection and disposal services for a term of three (3) years beginning September 16, 2025, with an option for a mutually agreed two (2) year extension. Such an agreement shall include a 5% rate increase effective at the commencement of the renewal term.

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 5th day of August 2025.

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

ATTEST:

_____
PEYTON STANDIFER, City Secretary

WASTE MANAGEMENT CONTRACT RENEWAL

FYI - *On average 200 plus tons of trash collected per month in Elgin*

Services

WEEKLY CURBSIDE TRASH SERVICE

QUARTERLY BULK PICK-UP

BIWEEKLY RECYCLE SERVICE

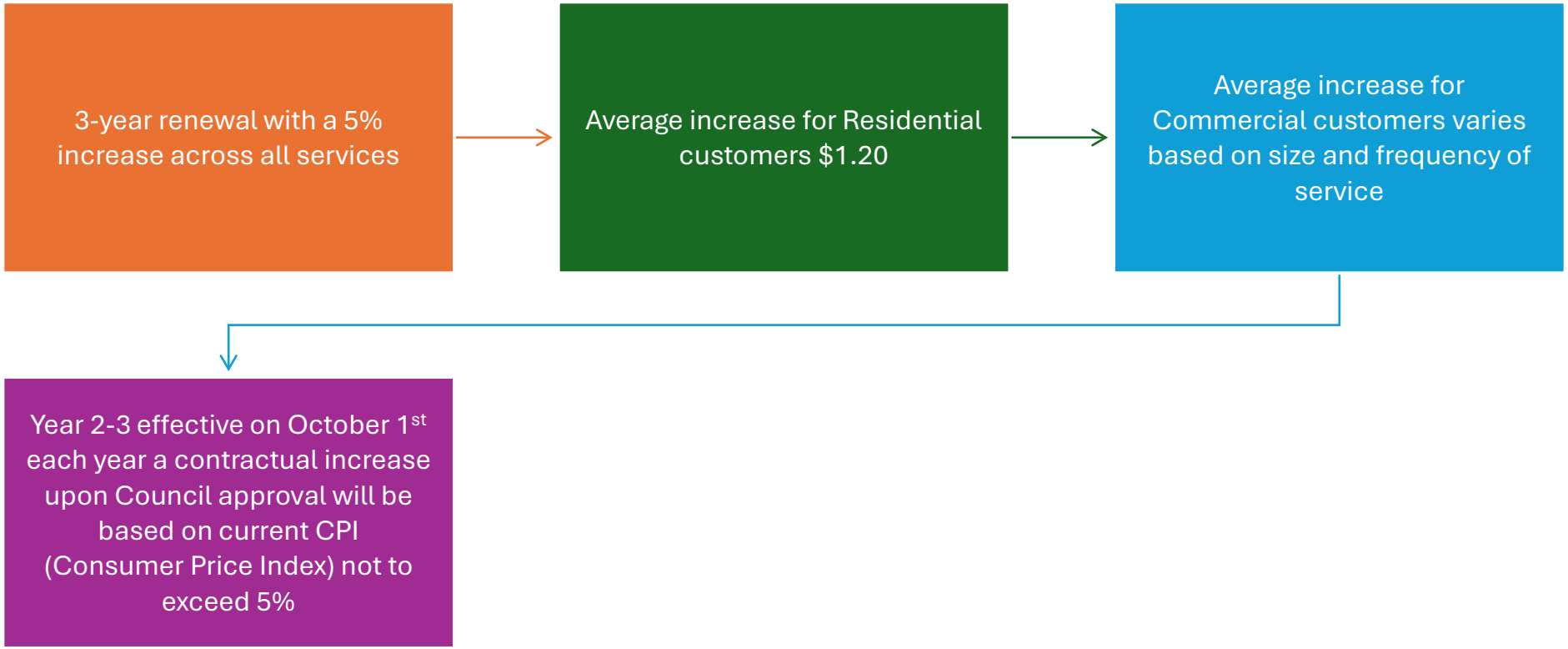
Services/Benefits

RESIDENTIAL DRIVER HAS BEEN SERVICING ELGIN FOR 16 PLUS YEARS

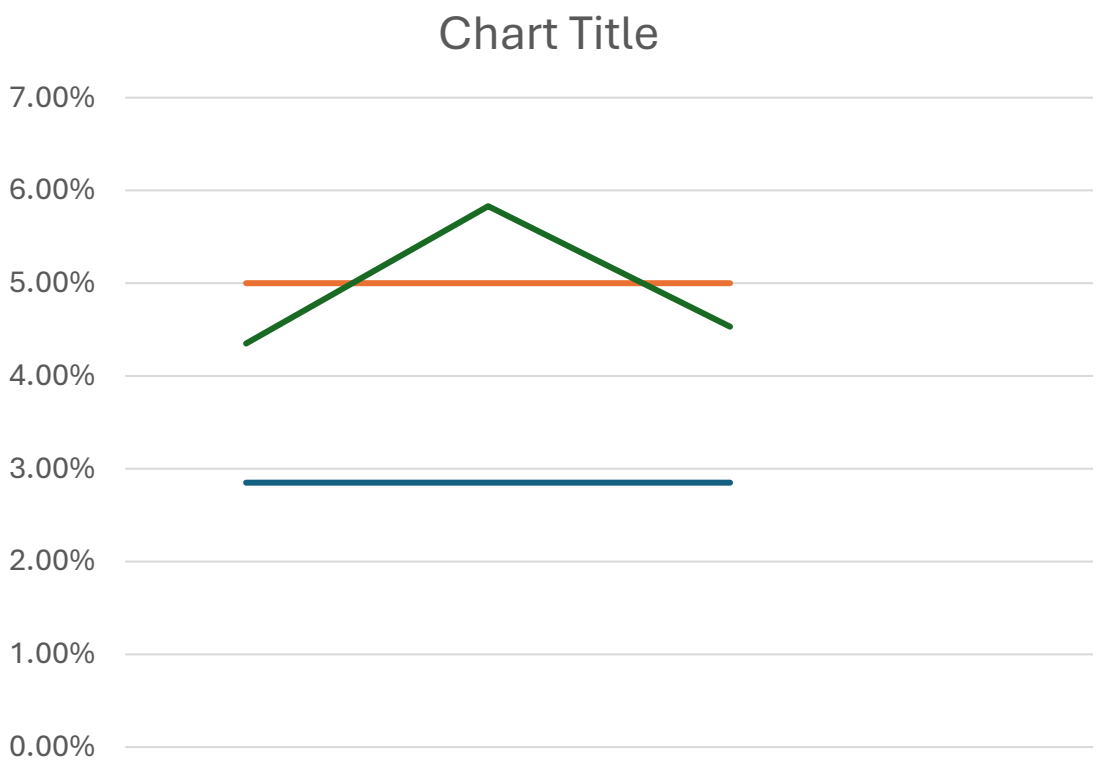
COMMERCIAL DRIVER HAS BEEN SERVICING ELGIN FOR 7 PLUS YEARS

UTILITY BILLING STAFF HAS DIRECT COMMUNICATION WITH WM DRIVES DAILY TO ADDRESS ISSUES REPORTED FOR TRASH/RECYCLE.

Prosed Rate Increase



Consumer Price Index for All Urban Consumers



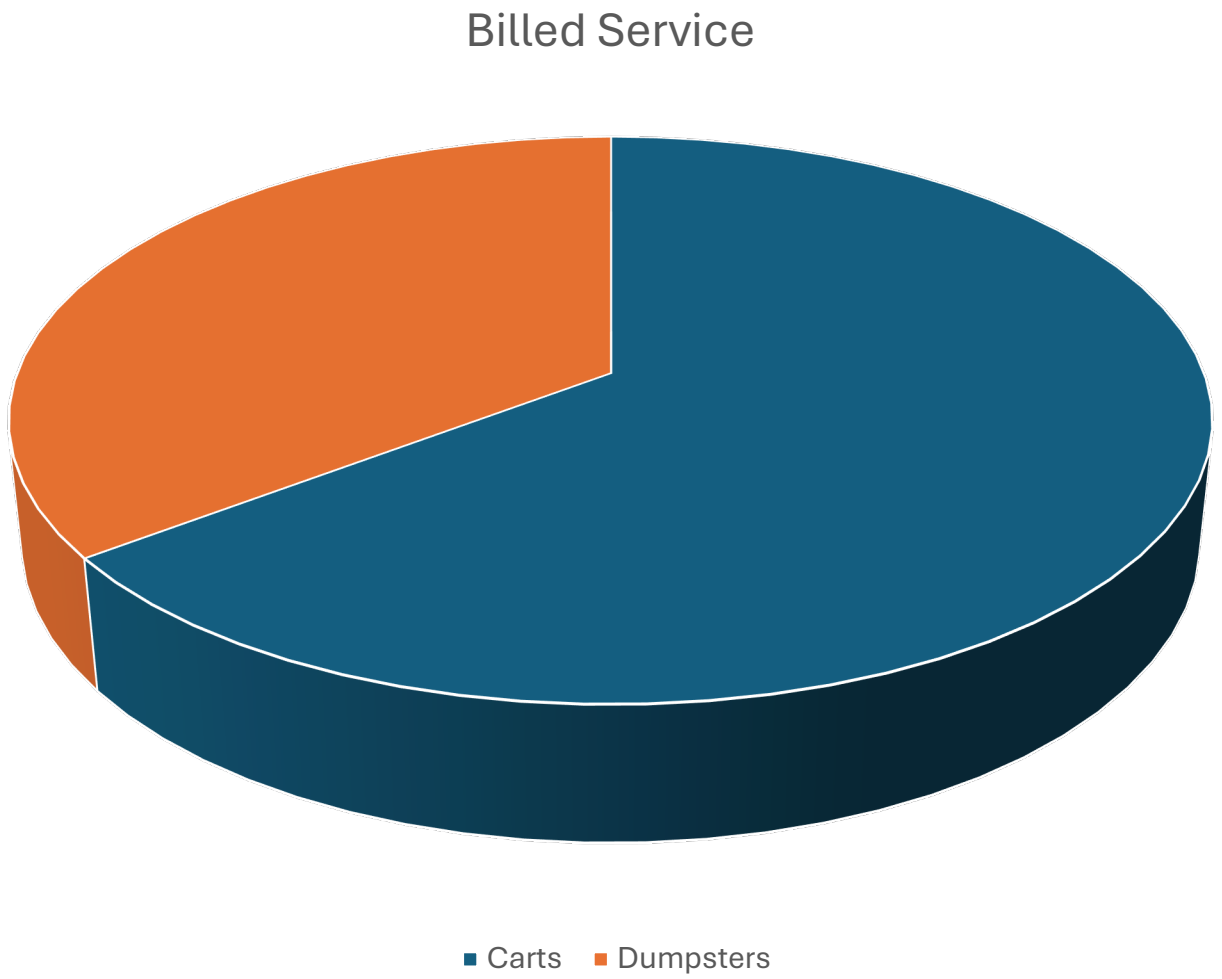
Current CPI Cap 2.85%

Proposed CPI Cap 5.00%

CPI 3 Year Trend

Garbage Billed February 2025

Graph showing city wide carts/dumpster use for billed service



Residential Carts

3394 residential carts

187 senior citizen carts

100 replacement carts per month

50 Commercial carts

Break out of Carts within the city limits

Quarterly Bulk Pick Up

Bulk is serviced quarterly on designated trash schedule for residential customers

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A SPECIAL ELECTION ON NOVEMBER 4, 2025, FOR THE PURPOSE OF AMENDING THE CITY'S HOME RULE CHARTER AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION. (Schroeder/Standifer)

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the ordinance and the propositions for the ballot

BACKGROUND:
The City Council formally charged a Charter Review Committee earlier this year to review and recommend changes to the City Charter. The Charter Review Committee returned their recommendations to the City Council, and the Council has selected the propositions they would like to be placed on the November ballot. For the election to be held in November, the City Council must pass the proposed ordinance to order the election on November 4, 2025. The deadline to order an election for November 2025 is August 18, 2025.

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

The Special Election will take place next fiscal year, and will be paid for by FY2025-2026 funds.

RECOMMENDATION:
Staff recommend approving the Ordinance calling the election, and approving the proposed Charter amendments that the City Council desires to place on the ballot.

ATTACHMENTS:
1. Ordinance Ordering Special Election on Charter Amendments (4912-9735-6883.1)

{} 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. 2025-08-05-XX

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A SPECIAL ELECTION ON NOVEMBER 4, 2025, FOR THE PURPOSE OF AMENDING THE CITY'S HOME RULE CHARTER AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

WHEREAS, On February 4, 2025, City Council ("Council") created a charter review commission ("CRC") and appointed persons to the CRC and charged it with reviewing and proposing amendments to the Charter; and

WHEREAS, the CRC recommends certain amendments to the City Charter; and

WHEREAS, the Council now believes it in the public interest that City of Elgin voters, in accordance with Section 9.004 of the Texas Local Government Code, should vote on certain amendments to the City charter, in the form of propositions, at the next uniform election date to be held on November 4, 2025.

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

Section 1. Special Election Ordered.

A special election to amend the City's home rule charter shall be held on Monday, November 4, 2025, between the hours of 7:00 A.M. and 7:00 P.M., in accordance with this Ordinance and Order of Election, the City Charter and State law.

Section 2. Early Voting.

Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places and temporary polling places designated by the Bastrop County Elections Administrator and Travis County Administrator in accordance with State law and approved by the Bastrop County Commissioners Court and Travis County Commissioners Court and as delineated on Exhibit "B-1" and Exhibit "B-2" attached hereto.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being Monday, October 20, 2025, and continue through Friday, October 31, 2025, the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 4. Measures and Propositions.

The measures in the form of their associated propositions shall be submitted to the qualified voters of the City at the special election as provided for in Exhibit C, attached hereto, in accordance with Section 9.004 of the Texas Local Government Code and other applicable laws and the charter.

Section 5. Charter Renumbering

The Charter shall be renumbered consistent with the approved amendments.

Section 6. Severability.

The provisions of this ordinance are severable; and in case any one or more of the provisions of this ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby. By motion duly made, seconded, and passed with an affirmative vote of the City Council members present, the requirement for reading this ordinance was dispensed.

READ, PASSED and **ADOPTED** on first reading on this 5th day of August 2025.

_____

THERESA Y. MCSHAN
Mayor, City of Elgin, Texas

Attest:

_____

PEYTON STANDIFER
City Secretary

EXHIBIT A

ORDER OF SPECIAL ELECTION
CITY OF ELGIN, TEXAS

An election is hereby ordered to be held on Tuesday, November 4, 2025, for the purpose of voting on amending the City's Home Rule Charter.

For voters in Bastrop County, early voting by personal appearance will be conducted at the locations designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are delineated on Exhibit "B-1" attached hereto and incorporated herein by reference for all purposes.

For voters in Travis County, early voting by personal appearance will be conducted at the locations designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court, all as are delineated on Exhibit "B-2" attached hereto and incorporated herein by reference for all purposes.

For voters in Bastrop County, applications for ballots by mail shall be mailed to:

Kristin Miles
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

For voters in Bastrop County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us.

For voters in Travis County, applications for ballots by mail shall be mailed to:

Travis County Early Voting Clerk
PO Box 149325
Austin, TX 78714-9325

For voters in Travis County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to ebbm@traviscountytx.gov.

Applications for Ballot by Mail must be received no later than the close of business on Friday, October 24, 2025.

Applications for Federal Post Card Applications must be received no later than the close of business on Friday, October 24, 2025.

Issued this fifth day of August 2025.

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

_____
Signature of Council Member, Ward 1

_____
Signature of Council Member, Ward 1

_____
Signature of Council Member, Ward 2

_____
Signature of Council Member, Ward 2

_____
Signature of Council Member, Ward 3

_____
Signature of Council Member, Ward 3

_____
Signature of Council Member, Ward 4

_____
Signature of Council Member, Ward 4

EXHIBIT "B-1"

BASTROP COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Election Order was issued, Bastrop County had not determined the Election Day precincts and polling places. As soon as this information is made available from Bastrop County, it will be attached as Exhibit "B-1" to this Election Order.

EXHIBIT "B-2"

TRAVIS COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Election Order was issued, Travis County had not determined the Election Day precincts and polling places. As soon as this information is made available from Travis County, it will be attached as Exhibit "B-2" to this Election Order.

Proposition A

An amendment to the City Elgin Charter revising and deleting any provisions which are repetitive of state law, repetitive of other sections of the Charter or otherwise unnecessary to be in the Charter.

FOR _____ AGAINST _____

Measure A

Article II

The city may exercise all powers of local self-government not inconsistent with the Constitution or the laws of this state or by special limitations in this charter, and has all powers and authority possible for a city to have under the Constitution and laws of this state, as fully and completely as though all such powers and authority were specifically enumerated in this Charter. ~~The city may exercise all powers of local self-government not inconsistent with the Constitution or the laws of this state or by special limitations in this charter, and has all powers and authority possible for a city to have under the Constitution and laws of this state, as fully and completely as though all such powers and authority were specifically enumerated in this Charter. The City shall have all the powers granted to cities by the Constitution and laws of the State of Texas together with all of the implied powers necessary to carry into execution such granted powers. The city may use a corporate seal; may sue and be sued; may contract and be contracted with; may cooperate with the government of the State of Texas or any agency or any political subdivision thereof; or with the federal government or any agency thereof, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety and convenience of the city and its inhabitants; may acquire property within or without its corporate limits for any municipal purpose in fee simple, or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation, and, subject to the provisions of this Charter, may sell, lease, mortgage, hold, manage, improve, and control such property as may now or hereafter be owned by it; my exercise the power of eminent domain when necessary or desirable to carry out any of its powers; may pass ordinances and enact such regulations as my be expedient for the maintenance of good government, order and peace of the city and the welfare, health, morals, comfort, safety, and convenience of its inhabitants. The powers hereby conferred upon the city shall include, but are not restricted to, the powers conferred expressly and permissively by Chapter 147, page 307, of the Acts of the 33rd Legislature, Regular Session enacted in 1913 pursuant to the Home Rule Amendment of the Constitution of Texas, known as the Enabling Act and including Articles, 1175, 1176, 1177, 1178, and 1180 of Vernon's Annotated Civil Statutes of Texas, as now or hereafter amended, all of which are hereby adopted. In addition to the powers enumerated herein, and subject only to the limitations imposed by the State Constitution, the state laws, and this Charter, the city shall have without the necessity of express enumerated in this Charter, each and every power which, by virtue of Article XI, Section 5 of the Constitution of Texas, the people of the city are empowered by election to grant to or confer upon the city by expressly and specifically granting and enumerating the same herein. The city council may by ordinance annex territory lying adjacent to the city with or without the consent of the inhabitants in such territory of the owners thereof, not inconsistent with the procedural rules prescribed by law applicable to the citizens operating under charter adopted or amended under Article XI,~~

~~Section 5 of the Constitution of the State of Texas . All such powers, whether expressed or implied, shall be exercised and enforced in the same manner prescribed by this Charter; or when not prescribed herein, in such manner as shall be provided by ordinance or the council.~~

~~The City has the power to spend taxpayer money to construct and maintain streets, roads, highways, bike trails, sidewalks and mass transit facilities, except that~~ .No taxpayer money may be spent on or contractually pledged to any passenger train project unless a public bus line shall have first demonstrated a need for train service by having 500 intercity boardings in Elgin per weekday, averaged over three months, connecting to the City of Austin.

Article VIII

~~Sec. 9. Franchise Records.~~

~~Within six (6) months after this Charter takes effect, every public service company and every owner of a public service company franchise shall file with the city certified copies of all franchises owned or claimed, or under which such public service company is operated. The city shall compile and maintain a public record of public service company franchises.~~

Article X

Sec. 7. Personal Financial Interests.

The Mayor, council members, candidates for mayor or city council, and other officials and employees of the city shall not have a substantial interest, either directly or indirectly, in any contract, job, work or service to the city, including the sale or lease of any real or personal property by or to the city

"Substantial interest" is defined as 1) owning 10 percent or more of the voting stock or shares of a business entity or owning either 10 percent or more or $5,000.00 or more of the fair market value of a business entity, or 2) if the finds received by person from the city exceed 10 percent of the person's gross income for the previous year, or 3) if a person has an equitable or legal ownership on real or personal property of $2,500.00 or more. A person is considered to have a substantial interest if a person is related to the mayor, council member, candidate for mayor or city council, or an officer of employee of the city in the first degree by consanguinity of affinity~~, as determined under Article 5996h V.A.T.S~~.

If a mayor, councilmember or candidate for mayor or city council knowingly violates this section, he or she shall immediately forfeit his or her office

Proposition B

Amendments to the City Elgin Charter for compliance with state law.

FOR _____ AGAINST _____

Measure B

Article III

Sec. 3. Official Ballots.

A. *Names on Ballot.* ~~The full names of all candidates nominated for office, except those who have withdrawn, died or become ineligible, shall be printed on the official ballots without party designation or symbol. If two (2) or more candidates have the same surname or surnames so similar as to be likely to cause confusion, their residence addresses shall be printed with their names on the ballot.~~ A candidate's name shall be printed on the ballot with the given name or initials first, followed by a nickname, if any, followed by the surname, in accordance with this section.

(a) A person may use any surname acquired by law or marriage.

(b) In combination with the surname, a candidate may use one or more of the following:

(1) a given name;

(2) a contraction or familiar form of a given name by which the candidate is known; or

(3) an initial of a given name.

(c) A nickname of one unhyphenated word of not more than 10 letters by which the candidate has been commonly known for at least three years preceding the election may be used in combination with a candidate's name. A nickname that constitutes a slogan or otherwise indicates a political, economic, social, or religious view or affiliation may not be used. A nickname may not be used unless the candidate executes and files with the application for a place on the ballot an affidavit indicating that the nickname complies with this subsection.

(d) A suffix such as "Sr.," "Jr.," or "2nd" may be used in combination with a candidate's name.

(e) A married woman or widow may use in combination with her surname, if the same as her husband's surname, the given name or initials of her husband with the prefix "Mrs."

Sec. 4. Canvassing and Election Results: Mayor and Ward Positions for Wards Numbers 1, 2, 3 and 4.

The following provisions set forth in this section shall apply with regard to elections to fill the offices of Mayor, Councilmen from Ward No. 1, Councilmen from Ward No. 2, Councilmen from Ward No. 3 and Councilmen from Ward No. 4.

A. Conducting and Canvassing Elections. The election judges and other necessary election officials for conducting all the elections shall conduct the elections, determine, record and report the results as provided by the Texas Election Laws. ~~Within five (5) days or as soon as practical after an election, the council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions, and the Mayor shall issue certificates of election to candidates elected as hereinbefore provided.~~ City Council shall convene to conduct the canvass at the time set by the Mayor, which shall be not later than the 11th day after election day and not earlier than the later of:

(1) the third day after election day;

(2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or

(3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

B. Majority Vote. A majority vote for an elective office is that number of votes which is greater than one-half (½) of the total number of valid ballots cast for the office concerned. Any candidate for elective office who receives a majority vote shall be declared elected. If none of the candidates for an elective position receives a majority vote, none of such candidates shall be elected.

C. Notification and Taking Office. It shall be the duty of the city secretary to notify all persons elected. A candidate who is elected in the regular city election of special election shall take office and enter upon his duties after qualifying by taking and subscribing to his oath of office at the next regular council meeting after closing of the polls.

D. Run-Off Election. In the event no candidate for these elective offices receives a majority of the votes cast for that position in a regular or special election, a run-off election shall be held between the candidates receiving the greatest number of votes. Such run-off election shall be held the date designated by the Secretary of State. ~~within thirty (30) days following the preceding regular or special election.~~

Article VII

Sec. 2. Budget.

The budget shall be finally adopted not later than three (3) calendar days prior to the end of the fiscal year by the favorable votes of at least a majority of all members of the council. ~~Should the council take no final action on or prior to such day on a proposed budget which has been timely and duly submitted by the city manager, the budget, as submitted, shall be deemed to have been adopted by the council~~. In the event the city manager fails to timely submit a proposed budget as provided herein, the council may cause the same to be prepared by someone else and may consider and adopt the same.

Article IX

Sec. 12. Submission to Voters of Initiative or Referred Petitions.

If the council shall fail to pass an ordinance proposed by initiative petition in the exact form proposed, or it fails to repeal a referred ordinance, the initiated or referred ordinance shall be submitted to the voters on the first authorized uniform election date authorized by law not less than thirty (30) days no more than ninety (90) days from the date the council takes its final vote thereon, or upon the next official election date, as authorized by state law, should an official election date not fall within the designated time specified.

Proposition C

Amendments to the City of Elgin Charter to provide for greater clarity as to intent and to simplify the language for ease of understanding as to eligibility for file for office.

FOR _____ AGAINST _____

Measure C

Article III

Sec. 2. Filing for Office.

A. Eligibility to File. Candidates for an elective city office shall meet the following qualifications.

1. Shall be a qualified voter of the city.

2. Candidates for mayor shall reside for at least twelve (12) months immediately preceding the election within the corporate limits of the city, including territory annexed prior to the filing deadline.

   Candidates for ~~council~~ Wards shall reside for at least twelve (12) months immediately preceding the election and within the Ward from which they are seeking election ~~corporate limits of the city, including territory annexed prior to the filing deadline~~.

3. An incumbent councilmember may not file for mayor until after tendering a resignation to the City Secretary prior to filing his/her application for Mayor.

4. No candidate's name may appear on the ballot for more than one (1) position per election.

Proposition D

An amendment to the City of Elgin Charter to eliminate the requirement that a public bus line shall have first demonstrated a need for train service by having 500 intercity boardings in Elgin per weekday, averaged over three months, connecting to the City of Austin before taxpayer money may be spent on or contractually pledged to any passenger train project.

FOR _____ AGAINST _____

Measure D

Article II

The City shall have all the powers granted to cities by the Constitution and laws of the State of Texas together with all of the implied powers necessary to carry into execution such granted powers. The city may use a corporate seal; may sue and be sued; may contract and be contracted with; may cooperate with the government of the State of Texas or any agency or any political subdivision thereof; or with the federal government or any agency thereof, to accomplish any lawful purpose for the advancement of the interest, welfare, health, morals, comfort, safety and

convenience of the city and its inhabitants; may acquire property within or without its corporate limits for any municipal purpose in fee simple, or in any lesser interest or estate, by purchase, gift, devise, lease or condemnation, and, subject to the provisions of this Charter, may sell, lease, mortgage, hold, manage, improve, and control such property as may now or hereafter be owned by it; my exercise the power of eminent domain when necessary or desirable to carry out any of its powers; may pass ordinances and enact such regulations as my be expedient for the maintenance of good government, order and peace of the city and the welfare, health, morals, comfort, safety, and convenience of its inhabitants. The powers hereby conferred upon the city shall include, but are not restricted to, the powers conferred expressly and permissively by Chapter 147, page 307, of the Acts of the 33rd Legislature, Regular Session enacted in 1913 pursuant to the Home Rule Amendment of the Constitution of Texas, known as the Enabling Act and including Articles, 1175, 1176, 1177, 1178, and 1180 of Vernon's Annotated Civil Statutes of Texas, as now or hereafter amended, all of which are hereby adopted. In addition to the powers enumerated herein, and subject only to the limitations imposed by the State Constitution, the state laws, and this Charter, the city shall have without the necessity of express enumerated in this Charter, each and every power which, by virtue of Article XI, Section 5 of the Constitution of Texas, the people of the city are empowered by election to grant to or confer upon the city by expressly and specifically granting and enumerating the same herein. The city council may by ordinance annex territory lying adjacent to the city with or without the consent of the inhabitants in such territory of the owners thereof, not inconsistent with the procedural rules prescribed by law applicable to the citizens operating under charter adopted or amended under Article XI, Section 5 of the Constitution of the State of Texas . All such powers, whether expressed or implied, shall be exercised and enforced in the same manner prescribed by this Charter; or when not prescribed herein, in such manner as shall be provided by ordinance or the council.

The City has the power to spend taxpayer money to construct and maintain streets, roads, highways, bike trails, sidewalks and mass transit facilities.~~, except that no taxpayer money may be spent on or contractually pledged to any passenger train project unless a public bus line shall have first demonstrated a need for train service by having 500 intercity boardings in Elgin per weekday, averaged over three months, connecting to the City of Austin.~~

Proposition E

An amendment to the City of Elgin Charter changing the City Council and Mayor's terms of office from two years to three years.

FOR _____ AGAINST _____

Measure E

Article IV

Sec. 3. Terms of Office.

A.The mayor and eight (8) councilmen shall be elected by a majority vote for ~~two (2)~~ three (3) year terms and until their successors are elected, qualified and take office in the manner hereinafter provided. ~~The mayor and one (1) councilman from each ward shall be elected for a two (2) year term at the regular city election to be held on the 1st Saturday in April of 1986 and at two~~

~~(2) year intervals thereafter. One (1) councilman from each of the four (4) wards shall be elected at the regular city election to be held on the 1st Saturday in April of 1987 and at two (2) year intervals thereafter.~~

Sec. 8. Vacancies, Forfeiture, Filling of Vacancies.

C. *Filling of Vacancies.* In the event of a vacancy in the City Council, if there are 365 days or more remaining on the term of the vacated Mayoral or City Council position, the City Council shall call a special election to fill such vacancy. If there are less than 365 days remaining in the term of the vacated Mayoral or City Council position, the City Council may, by majority vote of the remaining Councilmembers, at its discretion, appoint a new Mayor or Councilmember to fill such vacancy or call a special election to fill such vacancy. For purposes of transitioning to three (3) year terms, elections for terms ending in 2026 shall be for a three (3) year term and elections for terms ending in 2027 shall be for a three (3) year term. All future terms shall be for three (3) years.

~~When any vacancy occurs on the council for any reason, a special election shall be ordered as soon as practicable and shall be held in accordance with the Texas Election Code; and further providing that, if such vacancy occurs within 90 days of the Next Regular Election, the Council shall not appoint a replacement but if such vacancy occurs at a time greater than 90 days of the next Regular Election, the Council shall appoint a replacement.~~

	~~Term Expires~~
~~Mayor Marvin Carter~~	~~April 1986~~
~~Councilman Beth L. Hall~~	~~April 1986~~
~~Councilman Jesse P. Mendez~~	~~April 1986~~
~~Councilman Eric Carlson~~	~~April 1986~~
~~Councilman Verdie P. Murphy~~	~~April 1986~~
~~Councilman Gladys Y. Ward~~	~~April 1987~~
~~Councilman Gordon Swenson~~	~~April 1987~~
~~Councilman Rudy Hernandez~~	~~April 1987~~
~~Councilman Jan Schroeder~~	~~April 1987~~

Proposition F

An amendment to the City of Elgin Charter requiring council members to reside within the ward from which they are elected during their term of office.

FOR _____ AGAINST _____

Measure F

Article IV

Sec. 4. Qualifications.

In addition to any other qualifications prescribed by law, the mayor and each council member shall meet the conditions of Article III of this Charter while in office, and shall reside within the city, and within the ward from which they were elected, while in office.

Proposition G

An amendment to the City of Elgin Charter changing the number of meeting absences without an excuse which results in a forfeiture of office from three (3) consecutive regular meetings to two (2) consecutive regular meetings.

FOR _____ AGAINST _____

Measure G

Article IV

Sec. 8. Vacancies, Forfeiture, Filling of Vacancies.

B. *Forfeiture of Office.* A councilman or the mayor shall forfeit his office if he:

1. Lacks at any time during his term of office any qualification for the office prescribed by this Charter or by law;
2. Is convicted of a crime involving moral turpitude; or
3. Fails to attend two (2) ~~three (3)~~ consecutive regular council meetings without being excused by the council.

Proposition H

An amendment to the City of Elgin Charter requiring the mayor and council members to recuse themselves from voting on any item where they have a conflict of interest under state law.

FOR _____ AGAINST _____

Measure H

Article IV

Sec. 11. Rules of Procedure and Quorum Requirements.

All members of the council present, including the mayor, shall vote upon every resolution or ordinance, except where there is a conflict of interest under state law, the reason for which shall be stated concisely.

Proposition I

An amendment to the City of Elgin Charter requiring the city manager to be evaluated annually.

FOR _____ AGAINST _____

Measure I

Article V

Sec. 1. City Manager.

D. *Annual Review.* The council shall annually review the performance of the city manager.

Proposition J

An amendment to the City of Elgin Charter subjecting city council members elected by Ward to recall by only those citizens within their Ward.

FOR _____ AGAINST _____

Measure J

Article IX

Sec. 16. Recall Procedure.

~~The qualified and registered voters shall have the power to recall any elected or appointed member of the council, and may exercise such power by filing with the city secretary a petition which shall be signed and verified by the same number of signers with the same qualifications and in the same manner required in this Charter for an initiative petition. If the petition is certified by the city secretary to be sufficient, the council shall order and hold an election to determine whether such officer shall be recalled.~~

Before the question of recall of such officer shall be submitted to the qualified voters of the City, a petition demanding such questions to be so submitted shall first be filed with the person performing the duties of City Secretary. As to the Mayor and Council Members elected at large, said petition shall be signed by qualified voters of the city equal in number to at least twenty-five (25) percent of the number of votes cast in the last regular city-wide municipal election of the City, but in no event less than two hundred (200) such petitioners. As to the Council Members elected by Ward, said petition shall be signed by qualified voters in such District equal in number to at least twenty-five (25) percent of the number of votes cast in the last regular district council municipal election in such Ward, excluding any special elections or run-off elections. Each signer of such recall petition shall personally sign his name thereto in ink or indelible pencil, and shall write after his signature his printed name, his place of residence, giving name of street and number, his county of residence, his voter registration number, and shall also write thereon the day, the month and year his signature was affixed. A

separate petition shall be circulated with respect to each elected City official whose removal is sought.

Proposition K

An amendment to the City of Elgin Charter requiring the City Secretary to issue appropriate blanks to a recall, initiative or referendum petitioners' committee within three business days after the affidavit of the petitioners' committee is filed.

FOR _____ AGAINST _____

Measure K

Article IX

Sec. 5. Commencement of Proceedings: Petitioners' Committee and Affidavit.

Any five (5) qualified and registered voters may commence initiative or referendum proceedings by filing with the city secretary an affidavit stating they will constitute the petitioners' committee and shall become circulators of the petition, and will be responsible for filing it in proper form, stating their names and addresses, and specifying the addresses to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinances or citing the ordinance sought to be reconsidered.

~~Immediately~~ Within three business days after the affidavit of the petitioners' committee is filed, the city secretary shall issue the appropriate blanks to the petitioners' committee.

Proposition l

An amendment to the City of Elgin Charter requiring initiative ordinances adopted or approved by the electors to be published on the City's website instead of the official newspaper of the city.

FOR _____ AGAINST _____

Measure l

Sec. 15. Publication of Ordinances.

Initiative ordinances adopted or approved by the electors shall be published on the City's website for a period of five business days ~~in the official newspaper of the city~~ within thirty (30) days after certification of the election.

Proposition M

An amendment to the City of Elgin Charter to provide for gender neutrality.

FOR _____ AGAINST _____

Measure M

Except where otherwise amended by other approved amendments:

ARTICLE III.

Sec. 2. Filing for Office.

A. Eligibility to File. Candidates for an elective city office shall meet the following qualifications.

1. Shall be a qualified voter of the city.

2. Candidates for mayor shall reside for at least twelve (12) months immediately preceding the election within the corporate limits of the city, including territory annexed prior to the filing deadline.

Candidates for council shall reside for at least twelve (12) months immediately preceding the election within the corporate limits of the city, including territory annexed prior to the filing deadline.

3. An incumbent councilmember may not file for mayor until after tendering a resignation to the City Secretary prior to filing ~~his/her~~ an application for Mayor.

4. No candidate's name may appear on the ballot for more than one (1) position per election.

Sec. 4. Canvassing and Election Results: Mayor and Ward Positions for Wards Numbers 1, 2, 3 and 4.

The following provisions set forth in this section shall apply with regard to elections to fill the offices of Mayor, Councilmen from Ward No. 1, Councilmen from Ward No. 2, Councilmen from Ward No. 3 and Councilmen from Ward No. 4.

A. *Conducting and Canvassing Elections.* The election judges and other necessary election officials for conducting all the elections shall conduct the elections, determine, record and report the results as provided by the Texas Election Laws. Within five (5) days or as soon as practical after an election, the council shall meet, open the returns, canvass and officially declare the result of the election as to candidates and questions, and the Mayor shall issue certificates of election to candidates elected as hereinbefore provided.

B. *Majority Vote.* A majority vote for an elective office is that number of votes which is greater than one-half (½) of the total number of valid ballots cast for the office concerned. Any candidate for elective office who receives a majority vote shall be declared elected. If none of the candidates for an elective position receives a majority vote, none of such candidates shall be elected.

C. *Notification and Taking Office.* It shall be the duty of the city secretary to notify all persons elected. A candidate who is elected in the regular city election of special election shall take office and enter upon ~~his~~ their duties after qualifying by taking and subscribing to his oath of office at the next regular council meeting after closing of the polls.

D. *Run-Off Election.* In the event no candidate for these elective offices receives a majority of the votes cast for that position in a regular or special election, a run-off election shall be held between the candidates receiving the greatest number of votes. Such run-off election shall be held within thirty (30) days following the preceding regular or special election.

ARTICLE IV.

Sec. 7. Mayor and Mayor Pro-Tem.

The mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the council. The mayor may vote on every proposition before the council but shall have no power of veto;. ~~He~~ shall, when directed by the council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts, and bond~~s.~~; ~~He~~ shall appoint committees and commission members with the advice and consent of the council members;. ~~He~~ and shall perform such other duties consistent with this Charter as may be imposed ~~upon him~~ by the council.

The mayor pro tem shall be a council member elected by the council at the first regular council meeting following each regular city election. The mayor pro tem shall act as mayor during the absence or disability of the mayor and shall have power to perform every act the mayor could perform if present.

Sec. 8. Vacancies, Forfeiture, Filling of Vacancies.

A. *Vacancies.* The office of a councilman or office of the mayor shall become vacant upon ~~his~~ their death, resignation, removal from office in any manner authorized by law, or forfeiture of ~~his~~ office.

B. *Forfeiture of Office.* A councilman or the mayor shall forfeit ~~his~~ their office if ~~he~~:

1. Lacks at any time during ~~his~~ the term of office any qualification for the office prescribed by this Charter or by law;

2. Is convicted of a crime involving moral turpitude; or

3. Fails to attend three (3) consecutive regular council meetings without being excused by the council.

C. *Filling of Vacancies.* When any vacancy occurs on the council for any reason, a special election shall be ordered as soon as practicable and shall be held in accordance with the Texas Election Code; and further providing that, if such vacancy occurs within 90 days of the Next Regular Election, the Council shall not appoint a replacement but if such vacancy occurs at a time greater than 90 days of the next Regular Election, the Council shall appoint a replacement.

Sec. 9. Prohibitions.

A. *Holding Other Office.* Except where authorized by law, no mayor or councilman shall hold any other office or city employment during ~~his~~ their term as mayor or councilman, and no former mayor or councilman shall hold any compensated appointive city office or

employment or contractual agreement until one year after the expiration of ~~his~~ their term as mayor or councilman.

B. *Appointments and Removals.* Neither the council nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees who the city manager or any ~~of his~~ subordinates are empowered to appoint, but the council may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

C. *Interference with Administration.* The council or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately.

Sec. 14. Authentication and Recording, Codification.

A. *Authentication and Recording.* The city secretary shall authenticate by ~~his~~ their signature and record in full in a properly indexed book kept for the purpose, all ordinances and resolutions adopted by the council. All ordinances shall be categorically filed in the order in which adopted. This record shall be open for public inspection.

B. *Codification.* The Elgin City Code shall be reviewed and revised at least every five (5) years. The council shall repeal and revise any ordinances as may be obsolete or in conflict with this Charter.

ARTICLE V.

Sec. 1. City Manager.

A. *Appointment and Removal.* The council shall appoint an officer of the city who shall have the title of "city manager," who shall have the powers and perform the duties as provided in this Charter. No mayor or council member shall receive such appointment during the term for which ~~he~~ they shall have been elected or within one (1) year after the expiration of his term.

B. *Qualifications.* The city manager shall be chosen by the council solely on the basis of ~~his~~ executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practice in respect to the duties of ~~his~~ the office. During the as hereinafter during his tenure of office, the City Manager ~~he~~ shall reside within the Elgin Independent School District's boundaries.

C. *Term.* The city manager shall not be appointed for a definite term but may be removed at the discretion of the council, by vote of the majority of the entire council. The action of the council in suspending or removing the city manager shall be final, it being the intention of this Charter to rest all authority and fix all responsibility for such suspension or removal in the city council. During the extended absence or disability of the city manager, the council shall designate some properly qualified person to perform the duties of the office.

Sec. 2. Powers and Duties of the City Manager.

A. *Appointment and Removal of Employees.* ~~He~~ The City Manager shall appoint and remove any officer or employee of the city except those officers and employees whose appointment or election is otherwise provided for by law of this Charter.

B. *Preparation of Budget.* The City Manager shall prepare the budget annually, submit it to the council and be responsible for its administration after its adoption.

C. *Information for the Council.* He shall keep the council informed of the financial condition of the city and make recommendations on current and future needs of the city as may seem desirable.

1. Prepare and submit a quarterly report to the council on the finances and administrative activities of each department.

2. Prepare and submit to the council at the end of the fiscal year a complete report on the finances and administrative activities of the city for preceding fiscal year.

D. *Delegation to Contract.* The council may, by ordinance, confer upon the City Manager general authority to contract for budgeted expenditures involving an amount approved by the Council.

E. *Other Responsibilities.* ~~He~~ The City Manager shall perform such other duties as may be prescribed by the Charter or required of ~~him~~ by the council which are not inconsistent with the provision of the Charter.

Sec. 4. City Attorney.

The council shall appoint an attorney, or attorneys, licensed to practice law in the State of Texas, to serve as legal advisor to the city and to all officers and departments of the city. ~~He~~ The city attorney shall represent the city or be responsible for the representation of the city in all cases;~~.~~ ~~He~~ shall either draft, approve, or file ~~his~~ written legal objections to every ordinance adopted by the council and ~~he~~ shall pass upon all documents, contracts, and legal instruments in which the city may have an interest.

Sec. 5. City Secretary.

The city manager, with the consent of council, shall appoint the city secretary and such assistant city secretaries as may be necessary and advisable. The duties of the city secretary, or an assistant city secretary, shall include, but not be limited to, the following:

1. ~~He shall give~~ Give notice of council meetings.

2. Record the minutes of all official meetings of the council; provided, however, only the captions of duly enacted ordinances and resolutions shall be recorded in the minutes;

3. Be the custodian of all official records of the council;

4. Recommend to the council rules and regulations to be adopted by ordinances to protect the safety and security of the municipal records;

5. Hold and maintain the city seal and affix to all instruments requiring such seal; and

6. ~~He shall~~ ~~pP~~erform such other duties as the city manager shall assign and those elsewhere provided for in this Charter. ARTICLE VII. FINANCIAL ADMINISTRATION

Sec. 2. Budget.

The department heads of the city shall prepare annual departmental budget requests for the ensuing fiscal year as directed by the city manager and submit said requests ~~to him for his~~ to

the city manager for review. It shall be the duty of the city manager to submit a balanced annual budget not later than forty-five (45) days prior to the end of the current fiscal year to the council for review, consideration, and revision, if desired. The council shall call a public hearing on the budget in accordance with the state laws.

When recommended by the city manager and in the discretion of the city council the budget may contain a reasonable sum set aside as an unallocated reserve fund, to meet unexpected and unforeseen contingencies in current operating costs of any budget project.

The budget shall be finally adopted not later than three (3) calendar days prior to the end of the fiscal year by the favorable votes of at least a majority of all members of the council. Should the council take no final action on or prior to such day on a proposed budget which has been timely and duly submitted by the city manager, the budget, as submitted, shall be deemed to have been adopted by the council. In the event the city manager fails to timely submit a proposed budget as provided herein, the council may cause the same to be prepared by someone else and may consider and adopt the same.

ARTICLE IX.

Sec. 6. Petitions.

A. *Number of Signatures.* Initiative and Referendum petitions must be signed by qualified and registered voters of the city equal in number to at least twenty-five (25) percent of the number of votes cast in the last regular municipal election of the city, or two hundred (200), whichever is greater.

B. *Form and Content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be dated, and shall be executed in ink or indelible pencil and shall be followed by ~~his~~ their place of residence by street and number or other description sufficient to identify the place. Petitions shall contain or have attached thereto throughout their circulation and [sic] the full text of the ordinance proposed or sought to be reconsidered.

Sec. 7. Affidavit or Circulator.

When filed, each paper of a petition shall have attached to it an affidavit executed by the circulator thereof stating that the circulator personally circulated the paper, that the signatures were affixed in ~~his~~ their presence, that ~~he~~ they believe~~s~~ them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

Sec. 17. Results of Recall Election.

If the majority of the legal votes cast at a recall election be for the recall of the officer named on the ballot, the council shall immediately declare ~~his~~ the office vacant and such vacancy shall be filled in accordance with the provisions of this Charter.

Sec. 18. Limitation of Recall.

No recall petition shall be filed against any officer within six (6) months after ~~he~~ taking office, and no officer shall be subject to more than one (1) recall election during a term of office.

ARTICLE X

~~**Sec. 16. Gender Terms.**~~

~~A word importing the masculine gender, only, shall extend and be applied to include females, firms, partnerships and corporations as well as males.~~

Proposition N

An amendment to the City of Elgin Charter to provide for term limits of four consecutive terms of mayor or council member and eight consecutive combined terms of mayor and council member.

FOR _____ AGAINST _____

Measure N

Sec. 3. – Terms of Office; Term Limits

F. Term Limits

(1) No person who shall have served four (4) consecutive terms as a councilmember, either in the same ward or any combination of wards, shall be eligible for election to the office of councilmember thereafter.

(2) No person who shall have served four (4) consecutive terms as mayor shall be eligible for election to the office of mayor thereafter.

(3) No person who shall have served eight (8) consecutive combined terms as mayor and councilmember shall be eligible for election to the office of mayor or councilmember thereafter.

(4) No person who holds the office of councilmember or mayor when this section becomes effective shall be barred from subsequent election to the office of councilmember or mayor by virtue of any period of office holding prior to the expiration of the term of office then in effect when this section shall become effective