



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
August 19, 2025
6:30 PM**

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA

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. Hogeys Volunteer Committee meeting at El Maguey on August 27th, 2025.**

2. **Dino Splash Bash at Thomas Memorial Park on Saturday, August 23rd, 2025 from 6PM-8PM**
3. **Texas Downtown's Regional Roundtable in Downtown Elgin on Friday, August 22nd, 2025**
4. **DIY Beauty Bar at the Elgin Public Library on August 29th, 2025 from 2PM-4PM**

VII. CITY MANAGERS REPORT

1. **BUDGET UPDATE: REVIEW AND DISCUSSION OF BUDGET FOR FY 2025-26 (Turner/Sanders)**
2. **Planning and Zoning Commission Quarterly Report**
3. **Strategic Planning Session Priorities with Goals and Objectives**

VIII. CONSENT AGENDA

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

1. **City Council Special Meeting Minutes - July 30, 2025**
2. **City Council Regular Meeting Minutes - August 5, 2025**
3. **City Council Work Session Minutes - August 5, 2025**
4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A INTERLOCAL COOPERATION ACT WITH ELGIN INDEPENDENT SCHOOL DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO. (Gonzalez)**
5. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH BASTROP AND TRAVIS COUNTIES FOR ELECTION SERVICES IN THE NOVEMBER 4, 2025, SPECIAL ELECTION.**
6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE JOINT WRITTEN INSTRUCTIONS TO CADENCE BANK AUTHORIZING THE RELEASE OF THE REMAINING Escrow FUNDS TO KB HOME LONE STAR INC., A TEXAS CORPORATION, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Perry)**
7. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, RATIFYING PAYMENT AND AUTHORIZATION FOR THE FINAL PAY APPLICATION FOR THE PISTOL HILL BOOSTER STATION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
8. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, APPROVING A MULTIPLE-USE AGREEMENT WITH TXDOT FOR THE PLACEMENT OF CAMERAS ON STATE RIGHTS OF WAY (Noble)**

IX. NEW BUSINESS

- 1. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, GRANTING TO SIENERGY GAS, LLC A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTIES, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE. (GONZALEZ)**
- 2. Consideration and possible action to appoint a new City Manager and approve an employment agreement and severance agreement.**

X. EXECUTIVE SESSION

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

- 1. 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.**

XI. RECONVENE

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

XII. 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, August 13, 2025, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink, appearing to read "Peyton Standifer". The signature is written in a cursive, flowing style.

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: BUDGET UPDATE: REVIEW AND DISCUSSION OF BUDGET FOR FY 2025-26 (Turner/Sanders)

DEPARTMENT: Finance

PROPOSED ACTION: The City Manager will provide any updates to the City Council for the proposed Fiscal Year 2025–2026 budget, discuss final adjustments, and direct staff for the final preparation.

BACKGROUND:

The purpose of this agenda item is to discuss and review updates to the proposed Fiscal Year 2025–2026 budget.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends City Council ask any remaining questions as they relate to the budget 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: Planning and Zoning Commission Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action is requested or required on this item.

BACKGROUND:

This report covers the period of May 2025 to July 2025.

BUDGET/FINANCIAL IMPACT:

None.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Planning and Zoning Commission Quarterly Report May 25 - July 25

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



Development Services Department

STAFF REPORT

Planning & Zoning Commission (PZC) Quarterly Report

Date: July 31, 2025

SUMMARY OF ACTIVITIES FROM MAY 2025 – JULY 2025 MEETINGS

May 2025

- A. Travis County Parcel No. 248221, aka 14021 Klaus Lane Project #202500038 – A Zoning Change request from R-1 to R-2 -PZC recommended approval.
- B. Elgin Gateway Preliminary Plat (Project #202500002) – Consisted of 800 lots on a total of 241.634 acres of land in Travis County – PZC Approved.

June 2025

- A. Final Plat of Primavesta Subdivision Phase 1B (Project #202500004) – Consisted of 109 lots on a total of 17.48 acres located in Bastrop County – PZC Approved.
- B. Final Plat for Lund Subdivision Section 1, Phase 1 (Project #202400039) – Consisted of 210 lots on a total of 47.559 acres of land – PZC Approved.
- C. Final Plat for Harvest Ridge Section 7 (Project #202300194) – Consisted of 130 lots on a total of 22.099 acres of land – PZC disapproved.

July 2025

- A. Cedar Grove Subdivision Replat (Project #202400079) – Consisted of one 8.255 acre lot in Travis County. – PZC approved contingent upon corrections.
- B. Triada Phase 2 Final Plat (Project #202500031) – Consisted of 110 lots on a total of 8.255 acres of land in Travis County. – PZC approved with conditions.
- C. Triada Phase 2-B Final Plat (Project #202500042) – Consisted of 32 lots on a total of 5.423 acres of land in Travis County. – PZC approved with conditions.
- D. The Planning and Zoning Commission Chairman requested that a workshop be added to the August meeting for the purpose of establishing standard plat notes.

PROPOSED ACTIVITIES FROM AUGUST 2025 – OCTOBER 2025 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as subdivision of land, zoning changes, specific use permits and reviewing amendments to the subdivision, zoning and site development ordinances.

RECOMMENDED COUNCIL ACTION

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Strategic Planning Session Priorities with Goals and Objectives

DEPARTMENT: Executive

PROPOSED ACTION: Approve presented responses from staff

BACKGROUND:

On March 29, 2025, the City Council met with Dr. Mowery, Strategic Government Resources, to develop their Strategic Plan and Goals. Below are the goals that the Council identified:

- Economic Development
- Industrial and Commercial Land
- Infrastructure
- Public Safety
- Secure Healthcare Services
- Maintain Elgin's Unique Identity

Attached is a document outlining the staff's responses to the goals.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends review and approval of responses.

ATTACHMENTS:

1. City Council Strategic Planning

{ } 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 STRATEGIC PRIORITIES 2025



PREPARED BY:

**ISAAC TURNER, INTERIM CITY MANAGER
& LEADERSHIP TEAM**

CITY COUNCIL

Mayor Theresa McShan

Mayor Pro Tem Sue Brashar

Deputy Mayor Pro Tem YaLecia Love

Al Rodriguez

Arthur Gibson

Chuck Swain

Joy Casnovsky

Liston Crimm

Tiffany St. Pierre

LEADERSHIP TEAM

Isaac Turner

Interim City Manager

Stacey Ford Osborne

Interim Community Services Director

Chris Noble

Police Chief

Michael Gonzalez

Public Works

Beau Perry

City Engineer & Development Services

Pam Sanders

Human Resources

Peyton Standifer

City Secretary

Kaley Frye

Economic Development

CITY COUNCIL STRATEGIC PRIORITIES

2025

1

ECONOMIC DEVELOPMENT

2

**INDUSTRIAL AND COMMERCIAL
LAND**

3

INFRASTRUCTURE

4

PUBLIC SAFETY

5

SECURE HEALTHCARE SERVICES

6

MAINTAIN ELGIN'S UNIQUE IDENTITY



CITY COUNCIL EDC GOALS



1

**FUTURE BUSINESS PARK OPPORTUNITIES:
SCOUT LAND, BUY LAND, DEVELOP INFRASTRUCTURE,
COLLABORATE WITH DEVELOPERS**

2

**EXPAND BUSINESS RETENTION AND EXPANSION
PROGRAM**

3

**BUSINESS RECRUITMENT- HUNTERS NOT ORDER
TAKERS- SEEK A VARIETY OF BUSINESSES**

4

**MAINTAIN UNIQUE IDENTITY:
CONTINUED INVESTMENT IN DOWNTOWN**

5

**HEALTHCARE SERVICES - MEET WITH ASCENSION &
ATTRACT OTHER HEALTHCARE PROVIDERS**

**THINK
BIGGER**

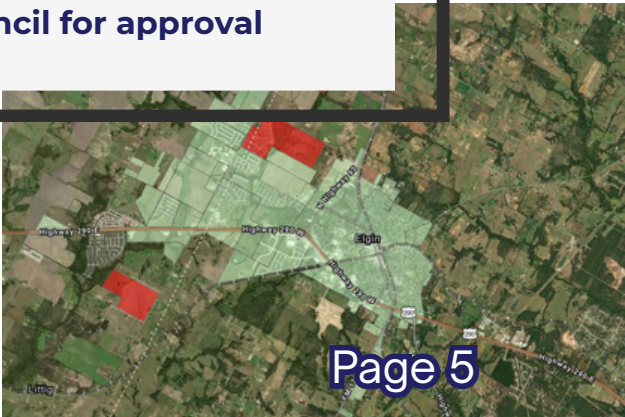


GOAL : INDUSTRIAL/ COMMERCIAL LAND

Future Business Park Opportunities

Proactively seek parcels of land within the City’s ETJ to create additional opportunities for businesses to expand and attract new businesses to the community. Explore options for purchasing the land, developing infrastructure, and the feasibility of a public-private partnership. Secure 500+ acres of land

- 1 Identify parcels of land that are most beneficial for the project.
- 2 Meet with the property owners and determine their level of interest in selling the property or if they have interest in a public-private partnership
- 3 Quarterly meetings with local realtors about property coming on the market
- 4 Explore funding options
- 5 Assess the market needs. Property size, infrastructure, location, transportation
- 6 Develop a project timeline & budget
- 7 Present to EDC board and City Council for approval



GOAL : ECONOMIC DEVELOPMENT

Business Retention & Expansion

Cultivate a strong relationship with local employers . Work with them to address challenges or avenues for growth & expansion. Create a productive Business Retention Committee with action-oriented goals to make consistent site visits. Assist the Chamber to host networking events to attract current and potential businesses.

- 1** Create a database of all existing business by industry, size, updated contact info and location
- 2** Develop an outreach schedule for regular site visits and communication.
- 3** Prioritize businesses, with known expansion potential, workforce challenges, and at risk indicators
- 4** Establish a BRE response team of internal & external partners that can review feedback and quickly respond to identified issues or opportunities.
- 5** Follow-up with businesses after the survey. Address concerns, provide resources and solutions to their challenges.
- 6** Track trends and common concerns across industries to inform infrastructure planning, workforce initiatives, and incentive structures.



GOAL : ECONOMIC DEVELOPMENT

BUSINESS RECRUITMENT

Attract industries that align with Elgin's long-term economic vision, workforce strengths, and available infrastructure. By leveraging data-driven marketing, strategic partnerships, and tailored incentive packages, the EDC aims to position Elgin as a competitive and desirable location for business investment and expansion.

- 1** **Develop a target industry profile**
- 2** **Develop professional, data-driven marketing tools such as brochures, one-pagers, videos, and a recruitment website to highlight Elgin's assets**
- 3** **Collaborate with regional partners and site selectors to promote Elgin in recruitment pipeline**
- 4** **Attend targeted conferences and expos to generate leads and build relationships with companies considering expansion.**
- 5** **Maintain an inventory of development-ready sites**
- 6** **Enhance incentive strategy and clearly market**



GOAL : SECURE HEALTHCARE SERVICES

Foster relationships with current and prospective healthcare providers to see how expanded healthcare services within the community.

- 1** Met with Ascension to get a clear understanding of what the future plans are.
- 2** Explored the possibility to amend the agreement with Ascension Seton and if they are willing to give the land back or develop
- 3** Set meetings with additional healthcare providers in central texas
- 4** Exploring incentives and creative solutions to motivate healthcare development
- 5** Connecting with healthcare providers that purchased land in the community for a project timeline
- 6** Working with developers to attract healthcare services
- 7** Working with commercial broker to attract healthcare



GOAL : MAINTAIN ELGIN'S UNIQUE IDENTITY

SUPPORT FOR DOWNTOWN BUSINESSES & PROGRAMS

Assist the Main Street Program on attracting desirable destination businesses to promote and expand downtown.

- 1** Continue to provide grant opportunities for the downtown businesses and property owners
- 2** Promote downtown as a destination - Launch coordinated marketing campaigns that highlight downtown shopping, dining, events, and historic character.
- 3** Assist the Main Street Program to transform downtown into a destination by providing support to attract development
- 4** Work with Main Street on acquiring property that could extend or enhance downtown.
- 5** Financial support of Main Street Program to streamline the requests for projects with approval from EDC Board



CITY COUNCIL PUBLIC WORKS GOALS



1

CONTINUE YEARLY LOCAL ROAD IMPROVEMENT

2

BETTER TRANSPORTATION PARTNERSHIPS

3

SEEK GRANT FUNDS FOR SIDEWALKS

4

**PIPES, ASSESSMENT OF WATER AND SEWER
INFRASTRUCTURE (ST)**

5

MAKE A SCHEDULE FOR IMPROVEMENTS

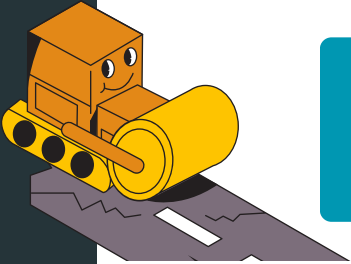
6

EXPAND FIBER/BROADBAND THROUGHOUT CITY

7

INTERMODAL ASSESSMENT





GOAL : INFRASTRUCTURE

Local Road Improvements

Restore annual street resurfacing program of \$500,000 and increasing funding to \$700,000. Enhancements for pedestrians and other modes of traffic are typically grant funded while roadway maintenance is seen as a City maintenance obligation.

- 1** Restore the annual street resurfacing program funding to \$500,000 and increasing it to \$700,000.
- 2** The City continues to make investments in multi modal options for transportation, including the design requirements for sidewalks and trails and our continued support for CARTS through direct funding based on CARTS recent request letter.
- 3** Collaborate with our transportation partners, TxDOT Partners. Bastrop County Precinct 4 Road and Bridge, CAMPO, CAPCPG and the Bastrop County Safety Task Force, and Grant Works to explore potential grant opportunities related to local transportation, shared transportation, and traffic enhancements and s Sidewalks.
- 4** Continue developing the Five-Year Capital Improvement Plan (CIP) to incorporate enhanced transportation projects aimed at addressing traffic concerns and improving mobility for residents.
- 5** Prioritization of street improvements will continue to be made with underground utilities in mind. If there is an opportunity to upgrade utilities along with the street repaving projects those items may gain more movement.
- 6** Pavement assessment: streets, water & sewer lines, and create a database of the information for staff to reference.

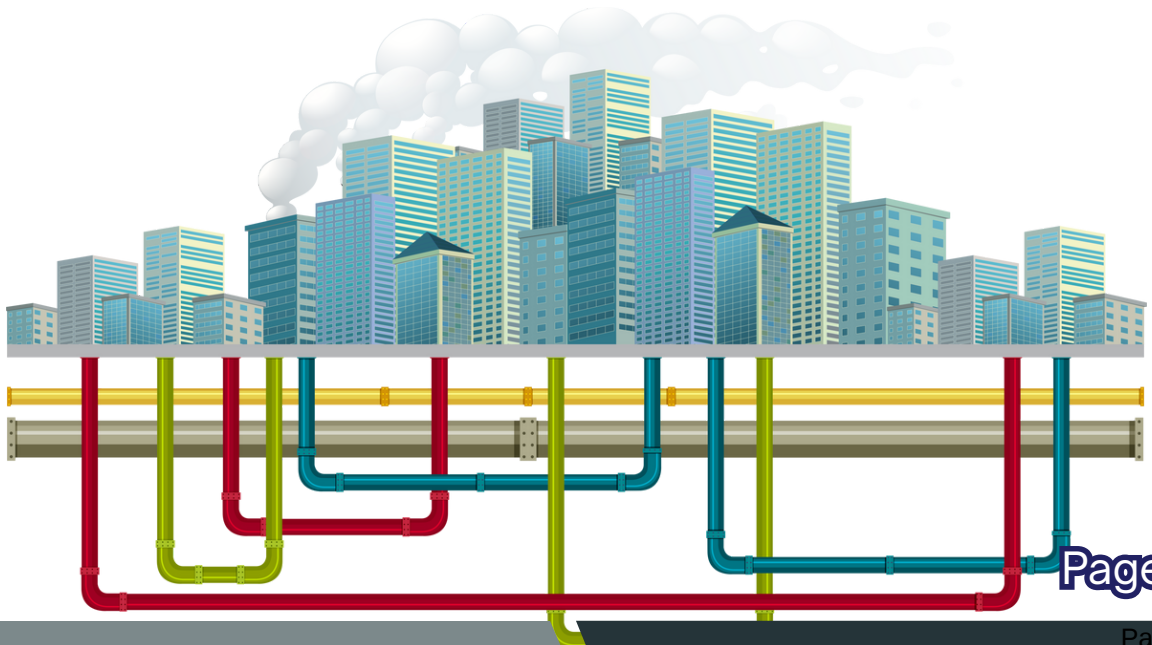




GOAL : INFRASTRUCTURE

Pipes, Assessment of Water and Sewer infrastructure

- 1** Work with Ward, Gertz & Associates (WGA) and set aside a full day to update the Geographic Information System (GIS) information and add notes to the data from the crew's knowledge of consistent problems.
- 2** An example of priority capital projects from the 5 year plan include:
 1. Westwind lift station bypass
 2. Carver Lift station rehabilitation
 3. Utility upgrades East 1st Street
 4. Downtown Alley upgrades
 5. Isla and Lexington Wastewater improvements



GOAL : INFRASTRUCTURE

Expand Fiber/Broadband

Since the Texas Broadband Development Office announced that Bastrop County would receive \$47 million through the BOOT II program. The Public Works Department aims to make every resource available to help close this digital divide as it crosses the City of Elgin.



CITY COUNCIL PUBLIC SAFETY GOALS



1

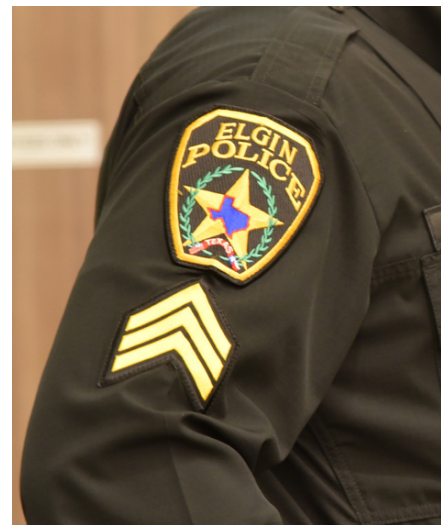
PROPERLY STAFFED POLICE DEPARTMENT

2

**IMPLEMENT MENTAL HEALTH & BEHAVIORAL HEALTH
TRAINING FOR FIRST RESPONDERS**

3

MASS COMMUNICATION PLAN FOR EMERGENCIES



GOAL : PUBLIC SAFETY

Properly Staffed Police Department

The Elgin Police Department (EPD) will pursue qualified candidates through continuous recruitment efforts of new and experienced personnel.

- 1** EPD is sponsoring one cadet in the July CAPCOG police academy
- 2** EPD is recruiting uncommitted cadets that will attend the July academy
- 3** EPD staff visits other central Texas training academies to recruit officers
- 4** EPD will participate in the citywide Compensation Compensation, Salary, and Benefits Study. EPD pay is below the area average, nor does the city offer stipends for certifications, education, language skills, specialty training, etc.



GOAL : PUBLIC SAFETY

Implement Mental Health & Behavioral Health training for First Responders

- 1** All officers have received State mandated Crisis Intervention Training (CIT)
- 2** Though not mandated by the State, over the next 12-18 months all officers in a first-responder position will be trained as Mental Health Officers (depending on the training budget). Recertification will occur as required to maintain individual certifications and proficiency. Currently, ~10% of patrol officers are certified Mental Health Officers.



GOAL : PUBLIC SAFETY

Mass Communication Plan for Emergencies

To prevent citizens from relying or depending on only one method to obtain emergency information, the Elgin Police Department will utilize layers upon layers of communication alternatives such as WarnCentralTexas.org, traditional media, multiple social media outlets, and strategies to engage in direct contact with citizens.

- 1** The Elgin Police Department & City of Elgin supports and encourages residents to register with Warn Central Texas (WTC) via the CAPCOG website to receive critical emergency communications, warnings, & information from Bastrop & Travis counties. The WTC platform is publicized via social media and city website.
- 2**
 - The City of Elgin uses Crisis Communication Plans. – [Crisis Communications Plans |nnnnp Ready.gov](#)
 - Contact information
 - Working with the Media
 - Message Development
 - Contact & Information Centers
- 3**
 - The City of Elgin uses media to communicate with citizens
 - Utilize Local Media
 - Utilize Social Media
 - Utilize City of Elgin website
 - Share on Travis County website
 - Share on Bastrop County website
 - Share on Williamson County website
 - Roving patrols with announcements via vehicle loudspeakers



CITY COUNCIL

“Secure Healthcare Services” GOALS



1

ASSERTIVELY PURSUE EXISTING CONTRACT

2

ASSERTIVELY PURSUE OTHER HEALTHCARE/HOSPITAL PROVIDERS

3

VOCAL & VISIBLE RECRUITMENT

GOAL : SECURE HEALTH CARE SERVICES IN PROGRESS



Healthcare services - Meet with Ascension & attract other healthcare providers

- 1** Met with Ascension Seton - 2 meetings in May, 1 meeting in June
- 2** Contacted & meet with Baylor Scott & White. Will meet with St. David's
- 3** Connect with Austin Regional Clinic for a project status update
- 4** Urgent care clinic scheduled to open fall of 2026 next to VCA animal hospital



CITY COUNCIL

“Maintain Elgin’s Unique Identity” GOALS



1

MAINTAIN CALENDAR OF EVENTS

2

ENCOURAGE AND MAINTAIN VOLUNTEERISM

3

**CONTINUE AND ENHANCE RECREATION CENTER &
LIBRARY PROGRAMS.**

4

ENHANCE ELGIN’S WELCOMING ATMOSPHERE



GOAL : MAINTAIN ELGIN'S UNIQUE IDENTITY

MAINTAIN CALENDAR OF EVENTS

- 1** Hogeeye Festival, Elgin's arts and culture, Music in the park, Dia de los muertos and Sip, shop & stroll
- 2** Parks and Rec will continue to collaborate with community organizations and provide volunteer opportunities.

examples include:
 - Continue to work with Boy Scouts and Girls Scouts on workdays, service hours and Eagle Scout/Gold Award/Silver Award Projects (Short Term).
 - Continue to work with Recovery Houses on monthly workdays to maintain pollinator gardens in parks (Short Term).
 - Continue to provide opportunities for community organizations to participate in Parks & Recreation programming and special events to connect with community members on a personal level (Short Term).
- 3** Seek formal recruitment for Boards and Commissions appointment .
 - Annual appreciation banquet for Boards and Commissions Members
 - Board and Commission recruitment event
- 4** Continue with creative community programming including: crafting workshops, sewing classes, woodworking classes, and creation station (Makerspace)
- 5** Continue with community outreach programming including:
 - Welcome to Elgin event for new residents
 - Visitor's center
 - Downtown 78621
 - 78621 Live! Podcast with Mayor McShan
 - Review Visitors Center impact



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - July 30, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the minutes

BACKGROUND:

The City Council held a special meeting on July 30, 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 Special Meeting Minutes - July 30, 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 CITY COUNCIL MINUTES
July 30, 2025
8:00 AM

CALL TO ORDER

Mayor McShan called the meeting to order at 8:25AM.

ROLL CALL

Mayor McShan called roll. Council Member Casnovsky made a motion to excuse Council Member Crim. Council Member Gibson seconded the motion.

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
Sue Brashar, Mayor Pro Tern, Ward 4

Absent:

Liston Crim, Council Member Ward 4

Staff:

Isaac Turner, Interim City Manager
Larry Gilley, SGR Recruiter

INVOCATION

Mayor McShan provided the invocation.

EXECUTIVE SESSION

Mayor MsChan read the item title for Executive Session, and adjourned the meeting into executive session at 8:31 AM.

- 1. In accordance with Chapter 551 of the Texas Government Code, the City Council will convene into executive session, pursuant to Section 551.074 (Personnel Matters): To deliberate the appointment, employment, and interview of candidates for the position of City Manager.**

Mayor McShan recessed the meeting for lunch at 12:13PM. The Council reconvened after lunch at 1:51PM.

RECONVENE

1. **The City Council will reconvene into open session and consider action, if any, on matters discussed in Executive Session.**

Mayor McShan reconvened the meeting into open session at 5:25 PM. There was no action taken.

ADJOURNMENT

Mayor McShan adjourned the meeting at 5:25PM.

ATTEST:

Theresa Y. McShan, Mayor

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - August 5, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the meeting minutes

BACKGROUND:

The City Council held a regularly scheduled meeting on August 5, 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 - August 5, 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 CITY COUNCIL MINUTES
August 5, 2025
6:30 PM

CALL TO ORDER

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

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
Kaley Frye, Interim Economic Development Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Stacey Osbourne, Acting Community Services Director
Beau Perry, City Engineer & Development Services Director
Pam Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvaraz, Main Street Manager
Heather Fowler, Library Services Manager
Elizabeth Marzec, Recreation Program Manager
Dodie Navejas, Utility Billing Customer Services Manager
Esmeralda Range, Assistant City Secretary
Tametra Cook, Police Corporal
Lori Lankford, Gradient Consultant Specialist

INVOCATION

Deputy Mayor Pro Tem Love 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

Stacey Savage, Kahalulu Dr., introduced herself as the founder and CEO of Waste Strategies. Although she does not reside in Elgin, she expressed her commitment to the health and sustainability of all communities. She addressed the proposed extension of the current waste hauling contract, stating that it is an important decision for managing both waste and taxpayer dollars. She noted that the contract includes an annual cost increase of 5% for the next three years, with possible extensions beyond that, and expressed concern that this increase could quickly become a burden for many households and businesses. While she emphasized that she was not there to criticize the city's current approach, she believed there is room to explore more cost-effective and forward-thinking waste management options.

ANNOUNCEMENTS

- 1. Back to School Bash at the Elgin Public Library on August 8th from 11AM-1PM**
Kristina Alvarez, Main Street Manager, provided the Council with information on this announcement.
- 2. Build-A-Boat Workshop at the Elgin Recreation Center Studio on August 8th from 2PM-8PM**
Kristina Alvarez, Main Street manager, provided the Council with information on this announcement.
- 3. Cardboard Boat Race at Morris Memorial Pool on August 9th at 10:00AM**
Kristina Alvarez, Main Street Manager, provided the Council with information on this announcement.
- 4. Sip Shop & Stroll in Downtown Elgin on August 14th from 5PM-8PM**
Kristina Alvarez, Main Street Manager, provided the Council with information on this announcement.

PRESENTATION

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

Mayor McShan read the proclamation, and presented the proclamation to Chris Noble, Chief of Police.

CITY MANAGERS REPORT

- 1. Public Safety Advisory Committee Quarterly Report**
Isaac Turner, Interim City Manager, explained to the Council that the Public Safety Advisory Committee Quarterly Report is available for their review. There were no questions from the Council.
- 2. Main Street Board Quarterly Report**
Isaac Turner, Interim City Manager, explained to the Council that the Main Street Board Quarterly Report is available for their review. There were no questions from the Council.

3. Economic Development Corporation Board Quarterly Report

Isaac Turner, Interim City Manager, explained to the Council that the Economic Development Corporation Board Quarterly Report is available for their review. There were no questions from the Council.

CONSENT AGENDA

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

This item was approved on the consent agenda.

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)

This item was approved on the consent agenda.

Mayor Pro Tem Brashar motioned to approve the items on the consent agenda. Council Member Crim seconded the motion. All voted in favor. The motion carried.

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)

Pamela Sanders, Human Resources Director, explained that it is standard procedure for the City Council to select dates for public hearings for the tax rate, capital improvement plan, and budget. She noted that the recommendation from staff was to schedule the first reading and public hearing for September 2nd, and the second reading and public hearing for September 16th.

Mayor Pro Tem Brashar made a motion to approve the dates of September 2 and September 16 for the public hearings. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

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)

Dodie Navejas, Utility Billing Customer Services Manager, presented information regarding the upcoming Waste Management renewal contract. She outlined the services to be provided, the benefits gained from the years of service the company has delivered, and the proposed rate increase, including how the rates are determined. She also discussed details related to waste carts within the city limits, quarterly pickup schedules, and other service components. Ms. Navejas noted that Paul Douge, a representative from Waste Management, was present to answer any questions from the Council. Council Member Casnovsky asked whether there had been any discussion about offering weekly recycling services instead of the current every-other-week schedule. Paul, from Waste Management, responded that, based on the current schedule, every other week is effective, and moving to weekly service would increase costs for every citizen, whether they use the service or not. Ms. Casnovsky inquired about additional ways to promote commercial recycling, which Ms. Navejas suggested utilizing social media platforms to increase awareness and participation. Regarding bulk pickup, Council Member Casnovsky asked how items

exceeding the allowable amount or outside the accepted guidelines are handled. Ms. Navejas explained that if an item cannot be collected or exceeds the allowable limit, a green tag is placed on it to inform the resident. Following this, after the designated bulk pickup periods, Code Enforcement will notify residents of the need to remove any remaining items. Discussion followed.

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

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)

Mark Schroeder, City Attorney, stated that he was present to finalize the ordinance calling for the election, and the propositions to be placed on the ballot. He noted that, at the previous meeting, all propositions had been reviewed, but two—Propositions E and N—required further feedback from the Council. Once those matters are resolved, the propositions will be placed on the ballot, and the measure will be published, so the public can review the exact changes being proposed. Deliberation followed.

Council Member Crim motioned to change the length of Council Member's terms from two years to three years. Mayor Pro Tem Brashar seconded the motion.

The vote was:

Council Member Crim - yes

Mayor Pro Tem Brashar - yes

Mayor McShan - yes

Council Member Casnovsky - yes

Council Member Gibson - yes

Council Member Swain - no

Deputy Mayor Pro Tem Love - yes

Council Member St. Pierre - yes

Council Member Rodriguez - yes.

The motion carried with eight votes in favor, and one vote not in favor.

Council Member St. Pierre motioned to amend the suggested term limit from four consecutive terms to three consecutive terms. Mayor Pro Tem Brashar seconded the motion.

The vote was:

Council Member St. Pierre - yes

Council Member Rodriguez - no

Council Member Crim - yes

Mayor Pro Tem Brashar - yes

Mayor McShan - no

Council Member Casnovsky - no

Council Member Gibson - yes

Council Member Swain - no

Deputy Mayor Pro Tem Love - no

The motion did not pass with a vote of four in favor, and five not in favor.

Council Member Casnovsky made a motion to remove Proposition N. Council Member Swain seconded the motion.

The vote was:

Council Member Casnovsky - yes

Council Member Gibson - no

Council Member Swain - yes

Deputy Mayor Pro Tem Love - no

Council Member St. Pierre - no

Council Member Rodriguez - yes

Council Member Crim - no

Mayor Pro Tem Brashar - no

Mayor McShan - yes

The motion did not pass with a vote of four in favor, and five not in favor.

Deputy Mayor Pro Tem Love made a motion to approve the ordinance, with the amendment already passed. Mayor Pro Tem Brashar seconded the motion.

The vote was:

Deputy Mayor Pro Tem Love - yes

Council Member St. Pierre - yes

Council Member Rodriguez - yes

Council Member Crim - yes

Mayor Pro Tem Brashar - yes

Mayor McShan - no

Council Member Casnovsky - no

Council Member Gibson - yes

Council Member Swain - no

The motion carried with a vote of six in favor, and three not in favor.

EXECUTIVE SESSION

Mayor McShan read the captions for the Executive Session items and provided an opportunity for members of the public to speak on those items before the Council recessed to the workshop. No members of the public wished to address the Executive Session items. Mayor McShan recessed the meeting at 7:28 p.m. to begin the work session.

Mayor McShan reconvened to the regular meeting after the work session at 8:28. Mayor McShan read the three titles for Executive Session, and adjourned the meeting into executive session at 8:39 PM.

- 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.**

RECONVENE

Mayor McShan reconvened the meeting at 10:07 PM. There was no action taken.

ADJOURNMENT

Mayor McShan adjourned the meeting at 10:07 PM

ATTEST:

Theresa Y. McShan, Mayor

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Work Session Minutes - August 5, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the minutes

BACKGROUND:

The City Council participated in a budget work session on August, 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 Work Session Minutes - August 5, 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 CITY COUNCIL MINUTES
August 5, 2025
7:00 PM

CALL TO ORDER

Mayor McShan called the meeting to order at 7:38 PM

ROLL CALL

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
Al Rodrigues, Council Member, Ward 3
Tiffany St. Pierre, 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
Kaley Frye, Interim Economic Development Director
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Stacey Osbourne, Acting Community Services Director
Beau Perry, City Engineer & Development Services Director
Pam Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvaraz, Main Street manager
Heather Fowler, Library Services manager
Elizabeth Marzec, Recreation Program Manager
Dodie Navejas, Utility Billing Customer Services Manager
Esmeralda Range, Assistant City Secretary
Tametra Cook, Police Corporal
Lori Lankford, Gradient Consultant Specialist

NEW BUSINESS

1. Budget

Mr. Turner, Interim City Manager, stated that projected revenues would exceed conservative forecasts. However, the City remained behind on its reserve targets. He

recommended adhering to the current budget and revisiting the matter in March, ideally with a new City Manager and Finance Director in place. Ms. Sanders distributed an answer sheet addressing questions previously raised by Council. Ms. Love posed a follow-up question regarding the proposed fee schedule change, to which Mr. Turner and Ms. Marzec provided clarification. Mr. Turner also addressed the utility fund, with additional clarifying information provided by Mr. Perry and Mr. Gonzalez.

2. Tax Rate

Mr. Turner, Interim City Manager, stated that although the final recommendation had not yet been decided, he wanted to provide Council with updated information. Ms. Lankford presented the taxable values from the Travis and Bastrop County Appraisal Districts, noted in the county's spreadsheet. She reported that the tax office set the No-New-Revenue Rate at 0.569382 and the Voter-Approval rate at 0.619296. Mr. Turner reminded Council that if the City of Elgin joining the ESD #3 is approved in November, there would be a \$1 million impact, which was already included in the budget. However, if it is not approved, the annual cost would range from \$1.3 to \$1.5 million. Council Member Rodriguez asked about the difference between the current rate and the Voter-Approved tax rate, and how this difference would affect the average homeowner. Discussion followed, and Mr. Turner encouraged Council to follow up with any additional questions should they have any.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:30 PM.

ATTEST:

Theresa Y. McShan, Mayor

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A INTERLOCAL COOPERATION ACT WITH ELGIN INDEPENDENT SCHOOL DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO. (Gonzalez)

DEPARTMENT: Public Works

PROPOSED ACTION: Approve the resolution and Interlocal agreement

BACKGROUND:

The City is underway with the Kennedy Street Drainage Project under General Land Office Grant D270. As part of this project, the City of Elgin will be making certain improvements to the area, including a detention pond. Some of the project will be on and improving land owned by the Elgin Independent School District. This land was obtained by the ISD through tax foreclosures. It is less than an acre on the side of Kennedy Street. As discussed in previous meetings, there are no plans or opportunities for this land to be used by the district for any financial gain or anything else, other than for drainage improvements. The attached agreement gives the City operating control over the project, and allows the City to move forward with design and construction with consent from EISD. This agreement names the City as the responsible governing body to move the grant through to construction and close out. This is simply an acknowledgment of participation from both parties that has been discussed previously.

BUDGET/FINANCIAL IMPACT:

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

The total grant amount is \$11,051,496.00. Roughly \$5M will be used in this area and the other portion will be used on County Line Rd as part of the same flooding mitigation grant D270.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. RESOLUTION EISD interlocal agreement
2. EISD - City of Elgin Interlocal Agreement

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

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

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

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE MAYOR TO EXECUTE A INTERLOCAL
COOPERATION ACT WITH ELGIN INDEPENDENT SCHOOL
DISTRICT AND MAKING CERTAIN FINDINGS RELATED
THERE TO**

WHEREAS, the City of Elgin is underway with certain drainage and flooding remediation projects in the area of Kennedy Street and Central Avenue; and,

WHEREAS, Elgin Independent School District operates certain Bastrop County Parcels directly adjacent to and in the project area; and,

WHEREAS, the interlocal cooperation agreement attached lays out the responsibilities and scope for each participating governing body to make the project successful; and,

WHEREAS, City staff and the City Engineer have reviewed the agreement and now recommend it for execution by the Mayor and City Council.

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

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

Section 2. Authorization. The Mayor, Mayor Pro Tem or Deputy Mayor Pro Tem are hereby authorized to execute the interlocal Cooperation Agreement as attached and copied verbatim.

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 19th day of August 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

THE STATE OF TEXAS

§

INTERLOCAL AGREEMENT

Pursuant to the Interlocal Cooperation Act
Texas Government Code, Chapter 791

BASTROP AND TRAVIS
COUNTY

§

This AGREEMENT is made between Elgin Independent School District, TEXAS, hereinafter referred to as EISD, acting through its School Board, and the City of Elgin, TEXAS, hereinafter referred to as the CITY, acting through its City Council.

The CITY agrees to use grant funds budgeted for the construction/reconstruction of drainage and detention pond infrastructure on behalf of EISD from its Texas General Land Office (GLO) grant contract 22-085-029-D270, hereinafter referred to as the GRANT. The term of this Agreement shall be from November 19, 2021, until the project is administratively closed by the Texas General Land Office. Either party may terminate this Agreement with thirty (30) days' written notice to the other party, provided that the City shall complete any pending construction project once started prior to its terminating this Agreement.

The CITY shall:

1. Execute its GRANT responsibilities in accordance with its GRANT contract.
2. Be the repository of all receipts and documentation pertinent to the GRANT and furnish such to GLO upon its request.
3. Serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, EISD, and GLO.
4. Instruct its selected engineer to provide pre-bid project designs to EISD for its review and approval prior to authorization by the CITY.
5. Not award a construction contract or approve a contract modification, including change orders, to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the CITY or another party.
6. Provide any GRANT matching funds that it has separately committed by resolution of its City Council.
7. Maintain at its sole discretion the option to approve construction change orders that would result in its obligation to pay costs that exceed available GRANT funds.
8. Be solely responsible for all costs and expenses incurred in performing the improvements.
9. Automatically transfer full ownership of the GRANT-funded improvements to EISD upon acceptance by the CITY of the Certificate of Construction Completion. Transfer all warranties to EISD. EISD shall be named a third-party beneficiary to the construction contracts, or the City otherwise shall ensure that any construction defects or other non-conforming work is remedied by the contractors.

EISD shall:

1. Comply with all CITY requests for information required to fulfill the CITY'S obligations under the GRANT.
2. Gain CITY approval for any design, pre-bid, or post-award changes to the project scope.
3. Permit access by the CITY and its selected engineering, administrative, and construction contractors to those portions of the construction site under EISD control as required to perform their GRANT- related duties, provided the parties shall cooperate to ensure such access does not interfere with EISD's ongoing operations.
4. Be solely responsible for the continued maintenance and operation of any proposed drainage and detention pond infrastructure upon acceptance by the CITY of the Certificate of Construction Completion.
5. Automatically receive full ownership of the GRANT-funded improvements upon acceptance by the CITY of the Certificate of Construction Completion.

The parties further agree that any GRANT funds provided by the CITY are without warranty of any kind to EISD or any third party. Nothing herein shall be construed to create any rights in third parties.

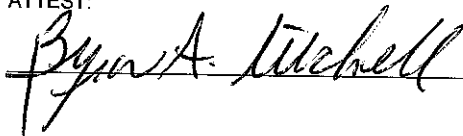
SIGNED AND ENTERED this 21 day of July, 2025

BY:


DR. JANA RUETER, SUPERINTENDENT

THERESA Y. MCSHAN, CITY OF ELGIN MAYOR

ATTEST:


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 AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH BASTROP AND TRAVIS COUNTIES FOR ELECTION SERVICES IN THE NOVEMBER 4, 2025, SPECIAL ELECTION.

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the resolution allowing the Mayor to execute contracts for election services

BACKGROUND:

The City of Elgin contracts with both Bastrop and Travis counties for election services. Each election requires contracts with both counties. This resolution will authorize the Mayor to execute contracts with both counties on behalf of the City for the November 4, 2025, election.

BUDGET/FINANCIAL IMPACT:

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

This election will take place during the next fiscal year (FY2025-2026). The cost estimate for the Bastrop County portion of the election is \$4,154.26. Travis County will deliver their cost estimate at a later date.

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

1. RESOLUTION for Contracts
2. ITEM 10.3 Travis County - 2025 Election Services Agreement
3. ITEM 10.3 Travis County - 2025 Joint Election Agreement
4. ITEM 10.3 Bastrop County contract - EA_Joint Election contract_COE

{ } 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. 2025-08-19-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS
WITH BASTROP AND TRAVIS COUNTIES FOR ELECTION SERVICES
IN THE NOVEMBER 4, 2025, SPECIAL ELECTION.**

WHEREAS, the City of Elgin ordered an election on August 5, 2025, for the purpose of amending the Elgin City Charter; and

WHEREAS, the Special Election will take place on November 4, 2025; and

WHEREAS, Bastrop and Travis Counties contract with the City of Elgin to conduct both General and Special elections; and

WHEREAS, Joint Election Agreements and Election Services Agreements must be executed by the City of Elgin.

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 Mayor is hereby authorized to execute agreements with both Bastrop County and Travis County for the purposes of conducting an election in November of 2025.

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 19th day of August 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF ELGIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the “County”) and the City of Elgin (“Participating Entity”) enter into this agreement (this “Agreement”) for the Travis County Clerk, as the County’s election officer (the “Election Officer”), to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term “election” refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity’s territory located in Travis County. If a runoff is necessary, to the extent the date is not already set by statute, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term “Election Officer” refers to the Travis County Clerk;
 - (2) The term “precinct” means all voter registration precincts in the territory of the Participating Entity located within Travis County;
 - (3) The term “election services” refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election; and

- (4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.
- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) Preparing, adopting, and publishing all required election orders, including orders for appointment of central counting station personnel, early voting ballot board personnel, and signature verification personnel in elections where needed, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.
- (E) The City Secretary will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Secretary will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Secretary will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involves entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via email. The following email address will be used for email communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated the City Secretary as the Participating Entity's representative for sending and receiving email communications under Section 5, and the Participating Entity designates the following email

address as the Participating Entity's email address for sending and receiving email communications pursuant to Section 5: peyton.standifer@elgintexas.gov.

- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.
- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for email communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2025, through January 1, 2026, the Participating Entity shall pay (a) the sum of 4% of the cost of the electronic voting system equipment installed at a polling place and 4% for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
 - (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.
- (C) If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity designates the City Secretary to serve as the main point of contact for media inquiries related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.
- (B) Notice. Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF ELGIN, TEXAS

Peyton Standifer, City Secretary
P.O. Box 591
Elgin, Texas 78621

TRAVIS COUNTY

Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by email are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the email is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the email was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

- (C) Force Majeure. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (D) Venue and Choice of Law. The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
- (E) Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of

no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

- (F) Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- (G) Breach. In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.
- (H) Payments from Current Revenues. Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.
- (I) Other Instruments. The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- (J) Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.
- (K) Joint Election Agreements. The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.
- (L) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section

154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

- (M) Addresses for Payments. Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

CITY OF ELGIN, TEXAS
Peyton Standifer, City Secretary
P.O. Box 591
Elgin, Texas 78621

- (N) Effective Date. This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (O) Reference of Time. All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk’s Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (P) Signatures. The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF ELGIN, TEXAS

BY: _____
Theresa Y. McShan
Mayor

DATE: _____

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

Election Services Agreement

JOINT ELECTION AGREEMENT FOR NOVEMBER 4, 2025 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on November 4, 2025. Each Participating Entity requires elections to be held on November 4, 2025 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 4, 2025 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 4, 2025 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County. This agreement also covers any General and Special Election runoffs, if necessary.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County’s duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations as selected by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body, in accordance with Texas Election Code chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election classes to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will

perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.
7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for facilitating the appointment and operation of the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections. In elections that are not also countywide elections, the Participating Entity will be responsible in making the presiding judge and the alternate presiding judge appointment. The Participating Entity will be responsible for these appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.
10. The County will be responsible for facilitating the appointment and operation of the Signature Verification Committee, if needed. The early voting clerk will issue a written order creating the committee if the early voting clerk determines that a signature verification committee should be appointed or if the clerk receives a petition signed by at least 15 registered voters for the creation of the committee. The early voting clerk will determine the number

of members on the committee, providing for a minimum of five (the committee chair and four members), and they will comprise the Signature Verification Committee. The Signature Verification Committee will meet prior to election day to compare signatures on the applications for ballot by mail to the corresponding carrier envelopes and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. Not later than the fifth day after the date the early voting clerk issues the order calling for the appointment of a signature verification committee, or not later than October 15 for a committee required on the written request by at least 15 registered voters of the county in the general election for state and county officers, the Participating Entity will be responsible for appointing the members unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not appoint the members of the Committee by the above deadline, then the County will make those appointments.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.
5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, any number of ballot boxes required for each election site, as determined by the County, will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. Each Participating Entity shall keep their office open for election duties for at least 3 hours per day, during regular office hours, on regular business days beginning no later than the 50th day before the date of each general election or by the 3rd day after the date a special election is ordered and ending no earlier than the 40th day after election day.
3. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for coordinating the transport of voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. This provision applies only in elections that are also countywide elections.

In elections that are not also countywide elections, the Participating Entity will be responsible in making these appointments. The Participating Entity will be responsible for all appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.
- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. If the Participating Entity desires to establish an early voting polling place, other than those sites the Election Officer has already selected, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

If the Election Officer agrees that adding a proposed location is appropriate for that election, the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid, as set forth in Exhibit B. The Participating Entity will be responsible for the full cost of the additional site(s) that is being requested. If after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.
2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 4, 2025 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

PARTICIPATING ENTITIES

Name of Participating Entity	_____
Address	_____ _____ _____
Name of Authorized Signatory	_____
Signature	_____
Date signed	_____
E-mail address	_____

EXHIBIT A *[this list needs to be updated]*

Municipalities

School Districts

MUDs

ESDs

EXHIBIT B
COST ESTIMATE

**CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Contract for Election Services and Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the “**COUNTY**”), the BASTROP COUNTY ELECTIONS ADMINISTRATOR (“**ADMINISTRATOR**”), and the CITY OF ELGIN” (the “**CITY**”), a political subdivision of the State of Texas, individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the COUNTY each expect to call an election to be held on November 4, 2025; and

WHEREAS, the CITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the CITY desires that certain election services for the CITY’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, the COUNTY, ADMINISTRATOR, and the CITY desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on November 4, 2025, and for certain election services to be provided to the CITY in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the CITY.

**ARTICLE II
JOINT ELECTION**

2.01 The COUNTY and the CITY agree to conduct their respective November 4, 2025 elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the CITY’S Election Officer and Early Voting Clerk to conduct the CITY’S November 4, 2025 election. As CITY’S Election Officer and Early Voting Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the CITY’S November 4, 2025 election in compliance with all applicable law, as provided in Article III hereof.

ARTICLE III

ELECTION SERVICES

3.01 ADMINISTRATOR agrees to provide to the CITY the following general election services with respect to the CITY'S November 4, 2025 election, including early voting, regular Election Day voting, and any resulting run-off:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the CITY will prepare the text of such ballots as set forth in Section 5.01(C) below;
- (B) Procure election judges and clerks for early voting and Election Day voting;
- (C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the CITY with a list for presentation to the governing body of the CITY, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the CITY for approval;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the CITY;
- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide training and information for all election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct election day voting and early voting, in person and by mail, for the CITY;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the ADMINISTRATOR. The ADMINISTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a

written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the CITY as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:

(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:

- a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
- b. Preparation and programming of the ES&S ExpressVote voting system;

(P) Serve as “regular early voting clerk” for the CITY to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the CITY will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the CITY.

ARTICLE IV SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

ARTICLE V SERVICES NOT PROVIDED BY COUNTY

5.01 The CITY will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the CITY necessary to the conduct of the election;

(B) preparing the text for the CITY’S official ballot in English and Spanish, or other languages as required by law;

(C) on or before August 18, 2025, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the

CITY;

- (D) conducting the official canvass of the CITY'S election;
- (E) having a CITY representative serve as the custodian of its election records; and
- (F) filing the CITY'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

(G) The CITY is solely responsible for the integrity and correctness of its boundary utilized by the Contracting Officer with respect to the November 4, 2025 election. The CITY shall ensure the Contracting Officer possesses an accurate boundary of its territory within Bastrop County, Texas. Before the coding and programming of the ballot begins, the CITY shall review and confirm, in a method provided by the Contracting Officer, its jurisdictional area as spatially accurate or submit its correct boundary information. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Note: Pursuant to Texas Election Code Section 276.006, a change in a boundary of a territorial unit of a political subdivision other than a county from which an office of the political subdivision is elected is not effective for an election unless the date of the order or other action adopting the boundary change is more than three months before election day, that deadline being August 4, 2025 for the November 4, 2025 election.

5.02 Pursuant to Section 271.006(c), the CITY designates ADMINISTRATOR to serve as "regular early voting clerk" for the CITY to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the CITY will serve as the Custodian of Records for the CITY to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

ARTICLE VI TERM

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the CITY hereunder have been completed.

ARTICLE VII COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit "A"**. The Parties agree that this is an estimate only and that the CITY is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the CITY if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the CITY. The CITY shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the CITY for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The CITY shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the CITY in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the CITY.

ARTICLE VIII GENERAL PROVISIONS

8.01 In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

- a) the authority with whom applications of candidates for a place on the ballot are filed;
- b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or
- c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the CITY, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the CITY on November 4, 2025.

8.03 If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 4, 2025 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

8.05 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in BASTROP County, Texas.

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

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.08 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

8.09 Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY:

Peyton Standifer
City Secretary
City of Elgin
310 N Main Street/PO Box 591
Elgin, TX 78621
Tel: (512) 229-3222
Fax: (512) 285-3016
Email: peyton.standifer@elgintexas.gov

COUNTY and ADMINISTRATOR:

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 2025.

COUNTY:

BY: _____
Gregory Klaus
County Judge
Bastrop County, Texas

Executed to be effective the ____ day of _____, 2025.

ADMINISTRATOR:

BY: _____
Kristin Miles
Elections Administrator
Bastrop County, Texas

Executed to be effective the ____ day of _____, 2025.

CITY:

BY: _____

Printed Name: _____

Title: _____

EXHIBIT “A”

ESTIMATED COST FOR THE CITY OF ELGIN

Election Expenses	\$3,576.60
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$3,776.60
10% ADMINISTRATIVE FEE	<u>\$ 377.66</u>
TOTAL	<u>\$4,154.26</u>



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE JOINT WRITTEN INSTRUCTIONS TO CADENCE BANK AUTHORIZING THE RELEASE OF THE REMAINING Escrow FUNDS TO KB HOME LONE STAR INC., A TEXAS CORPORATION, AND MAKING CERTAIN FINDINGS RELATED THERETO. (Perry)

DEPARTMENT: Development Services

PROPOSED ACTION: Review and consider the Joint Written Instructions presented by staff for approval.

BACKGROUND:

On January 19, 2021, the City Council approved a Cost Participation Agreement with Tack Development, LTD (Developer of Eagles Landing Phase 2) for the construction of County Line Road from FM 1100 to Carlson Lane. KB Home became the successor of Tack Development, LTD upon purchasing the property. The City Council signed an Escrow Agreement in the amount of \$329,336.27 with KB Home on November 19, 2021. Now that the construction of County Line Road between FM 1100 and Carlson Lane has been completed, the parties wish to release the remaining funds to KB Home. The Joint Written Instructions direct the Escrow Agent to do just that.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approving the resolution allowing the Interim City Manager to sign the Joint Written Instructions. City staff has confirmed that the funds have been received.

ATTACHMENTS:

1. Eagles Landing Ph 2 Escrow Release Resolution
2. Joint Written Instructions

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

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

RESOLUTION NO. 2025-08-19-__

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE JOINT WRITTEN INSTRUCTIONS TO CADENCE BANK AUTHORIZING THE REALEASE OF THE REMAINING ESCROW FUNDS TO KB HOME LONE STAR INC., A TEXAS CORPORATION, AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, On January 19, 2021, the Elgin City Council approved a Cost Participation Agreement for the construction of County Line Road from FM 1100 to Carlson Lane with Tack Development, LTD.; and,

WHEREAS, KB Home Lone Star Inc., a Texas Corporation became successor in interest upon the purchase of the land from Tack Development, LTD.; and,

WHEREAS, On November 19, 2021, the City of Elgin entered into an Escrow Agreement with KB Home Lone Star Inc., a Texas Corporation, to fund the costs and expenses incurred by the City for the construction of County Line Road from FM 1100 to Carlson Lane; and,

WHEREAS the construction of County Line Road from FM 1100 to Carlson Lane has been completed, and KB Homes Lone Star Inc., a Texas Corporation, has fulfilled their payment obligations under the Escrow Agreement; and,

WHEREAS, the City of Elgin and KB Home Lone Star Inc., a Texas Corporation, now wish to have the Escrow Agent release the funds from the Escrow Account to KB Home Lone Star Inc., a Texas Corporation.

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 the Joint Written Instructions *with KB Home Lone Star Inc., a Texas Corporation to Cadence Bank*, a copy of said instructions being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this ____-day of _____ 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

Peyton Standifer, City Secretary

EXHIBIT A

JOINT WRITTEN INSTRUCTIONS

These Joint Written Instructions are hereby entered into and provided by **KB HOME LONE STAR INC.**, a Texas corporation ("**KB Home**") and the **CITY OF ELGIN, TEXAS**, a home-rule city (the "**City**") to **CADENCE BANK**, as escrow agent (the "**Escrow Agent**"). KB Home and the City are sometimes referred to herein, individually, as a "**Party**" and collectively as the "**Parties**."

WHEREAS, KB Home and the City entered into that certain Escrow Agreement dated November 19, 2021 (the "**Escrow Agreement**"), pursuant to which the Escrow Agent held and holds certain funds in an Escrow Account (therein defined).

WHEREAS, the Parties desire to have the Escrow Agent release the funds from the Escrow Account pursuant to the Joint Written Instructions set forth below.

NOW, THEREFORE, the Parties hereby agree and instruct the Escrow Agent to do the following:

1. Escrow Agent shall release to KB Home any and all interest and earnings, if any, that have accrued on the funds held in the Escrow Account.
2. Except for the interest and earnings to be released to KB Home, Escrow Agent shall release to the City all remaining funds held in the Escrow Account.
3. Upon the disbursement of all the funds in the Escrow Account as described above, the Escrow Agreement shall terminate and be of no further force and effect.

IN WITNESS WHEREOF, these Joint Written Instructions have been duly executed by the respective Parties as of the dates below their respective signature blocks.

CITY:

CITY OF ELGIN, TEXAS,
a home-rule city

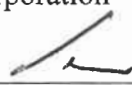
By: _____
Name: Isaac Turner
Title: Interim City Manager
Date: _____

ATTESTED TO:

By: _____
Name: Peyton M. Standifer
Title: City Secretary
Date: _____

KB HOME:

KB HOME LONE STAR INC.,
a Texas corporation

By:  _____
Name: Steve Still
Title: Executive Vice President
Date: 6/24/25



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, RATIFYING PAYMENT AND AUTHORIZATION FOR THE FINAL PAY APPLICATION FOR THE PISTOL HILL BOOSTER STATION PROJECT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve

BACKGROUND:

This is the final Payment installation for the Pistol Hill Booster Station Project. This payment is the withheld retainage now authorized by all parties to be released. The Certificate of completion has been executed by the City.

BUDGET/FINANCIAL IMPACT:

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

ORIGINAL CONTRACT AMOUNT	TOTAL CONTRACT AMOUNT	PAYMENTS MADE TO DATE	FINAL PAYMENT AMOUNT BEING REQUESTED
\$1,967,138.12	\$4,856,720.70	\$4,612,613.37	\$24,107.33

Council is advised this is a grant-funded project through hazard mitigation funds with a 5% match by the City. Totaling \$4,856,720.70 Grant works and TRC have now recommended releasing payment and the City of Elgin staff recommend the same.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. RESOLUTION Pay Req 16 PH
2. Pay Request Final - Letter to City

{ } 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. 2025-08-19-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, RATIFYING
PAYMENT AND AUTHORIZATION FOR THE FINAL PAY
APPLICATION FOR THE PISTOL HILL BOOSTER STATION
PROJECT, AND MAKING CERTAIN FINDINGS RELATED
THERE TO.**

WHEREAS, the City of Elgin, TRC Engineers and Grant Works are now finalizing close out items on the Pistol Hill Booster Station project; and

WHEREAS, City staff have reviewed the quantities and confirmed them with the City Engineer, and are now recommending approval of such payments and the ratification of staffs' work to make such payments; and

WHEREAS, The City Manager is authorized to execute such payment in accordance with the terms listed in the original agreement and as part of this attached pay request.

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

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

Section 2. Authorization. The City Council ratifies the payment and execution of Pay Request #16, the Final Pay Request presented by TRC Engineers for this project in the amount of the pay request identified as an attachment to this resolution and copied verbatim herein.

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

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

PASSED AND ADOPTED this 19th day of August 2025.

THERESA Y. MCSHAN, Mayor

City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

August 11, 2025

Mr. Michael Gonzalez, Public Works Director
City of Elgin
310 North Main
Elgin, Texas 78621

**Re: Elgin Pistol Hill Booster Station Improvements
GLO Contract No. 22-082-009-D207
Final Pay Request**

Dear Mr. Gonzalez:

Enclosed for consideration by the City is the final Pay Request for the above referenced project in the amount of **\$244,107.33**. It is recommended that the payment be made at the City's earliest convenience. The quantities have been reviewed by City staff and this office. An affidavit of bills paid has been provided from the contractor and is included as an attachment. Please sign and forward a digital copy to IECONI Inc. at Raghu.iyer@ieconi.com, Grantworks at Allison.land@grantworks.net, and TRC at wwachel@trccompanies.com.

If you have any questions or need additional information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink that reads "William Wachel". The signature is fluid and cursive, with a long horizontal stroke at the end.

William Wachel, P.E.
Regional Vice President

cc: Ms. Karol Jarmon, City of Elgin

Enclosures

CONTRACTORS APPLICATION FOR PAYMENT



Payment Application No:	16	Application Period:	From: 07/13/2023	To: 04/17/2025	Application Date:	5/28/2025
Owner:	City of Elgin	Engineering Firm:	TRC	Engineer:	William Wachel	
Project:	Pistol Hill Booster Station	Contractor's Project No:	2023-003	Engineer's Project No:	22-082-009-D207	Owner's Project No:

Change Order Summary

Description	Qty	Rate	Amount
CO1.1	LS		4,487.47
CO1.2	LS		3,103.00
CO1.3	LS		4,085.00
CO2.1	LS		57,981.76
CO2.2	LS		(90.00)
CO4.1	LS		\$73,121.45
			-
Total Change Orders		\$	142,688.68

Current Retainage Percentage	5.00%
------------------------------	-------

Isaac Turner
Interim City manager
512-281-5724
isaac.turner@elgintexas.gov

Michael Gonzalez
City of Elgin
Public Works Director
(512) 285-6645
mgonzalez@ci.elgin.tx.us

Contract Payment Summary

1	Original Contract	\$	1,967,138.12
2	Supplemental Items	\$	2,746,893.90
3	Change Orders	\$	142,688.68
4	Total Contract (Sum 1-3)	\$	4,856,720.70
5	Original Contract Completed		\$1,967,138.12
6	Supplemental Items Completed	\$	2,746,893.90
7	Change Orders Completed	\$	142,688.68
8	Material on Hand		-
9	Total Completed to Date (Sum 5-8)		\$4,856,720.70
10	Retainage - Original Contract	\$	98,356.91
	Retainage - Supplemental Items	\$	137,344.70
12	Retainage - Change Orders	\$	7,134.43
13	Retainage - Materials	\$	1,271.30
14	Total Retainage (Sum 10-13)	\$	244,107.33
15	Amount Eligible to Date (Line 9 - Line 14)		\$4,856,720.70
16	Less: Previous Payments	\$	4,612,613.37
17	Amount Due on this Payment Application+retainage		\$244,107.33
18	Balance to Finish, Plus Retainage	\$	00.00

PAYMENT ABOVE		
Raghu Iyer		5/29/2025
REQUESTED BY:	CONTRACTOR SIGNATURE:	DATE:
PAYMENT ABOVE		
		8/11/2025
SIGNATURE	ENGINEER: William Wachel	DATE:
PAYMENT ABOVE		
APPROVED BY:	OWNER:	DATE:



Payment Application No: 16			Application Period:	From: 07/13/2023	To: 04/17/2025	Application Date 5/28/2025		5%			
ITEM	QTY	UNIT		UNIT RATE	AMOUNT	COMPL. PREV.	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	Balance to Finish	RETAINAGE
Base Bid											
P.1	1	LS	For furnishing the required Performance and Payment Bonds for the project, as described in these specifications	\$ 50,000.00	\$50,000.00	1.0000	1.0000	\$0.00	\$50,000.00	\$0.00	\$2,500.00
P.2	1	LS	For furnishing the mobilization to the site at project commencement and demobilization from the site at project end, as described in these specifications	\$ 243,703.00	\$243,703.00	1.0000	1.0000	\$0.00	\$243,703.00	\$0.00	\$12,185.15
P.3	1	LS	For furnishing all labor, materials, equipment, and superintendence for the completion and installation of all site work, including gravel access road, chain link fence, masonry fence, entrance gate, drainage ditch, and site grading, as specified and shown on the plans.	\$ 207,118.14	\$207,118.14	1.0000	1.0000	\$0.00	\$207,118.14	\$0.00	\$10,355.91
P.4	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of all site piping, including valves, gauges, pipe supports, manholes, and fittings, as specified and shown on the plans	\$ 668,065.15	\$668,065.15	1.0000	1.0000	\$0.00	\$668,065.15	\$0.00	\$33,403.26
P.5	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of a flow meter vault, including access hatch, flow meter, and sump pump, as specified, and shown on the plans	\$ 70,315.08	\$70,315.08	1.0000	1.0000	\$0.00	\$70,315.08	\$0.00	\$3,515.75
P.8	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of two (2) vertical turbine pumps, as specified and shown on the plans	\$ 224,672.96	\$224,672.96	1.0000	1.0000	\$0.00	\$224,672.96	\$0.00	\$11,233.65



Payment Application No: 16			Application Period:	From: 07/13/2023	To: 04/17/2025	Application Date 5/28/2025		5%			
ITEM	QTY	UNIT		UNIT RATE	AMOUNT	COMPL. PREV.	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	Balance to Finish	RETAINAGE
P.16	1	LS	For furnishing all labor, materials, equipment, and superintendence to complete the entire project for those work items not described in other bid items, including wiring and conduit, duct banks, trenching, backfill, as described in these plans	\$ 45,933.37	\$45,933.37	1.0000	1.0000	\$0.00	\$45,933.37	\$0.00	\$2,296.67
P.17	1	LS	For furnishing all labor, materials, equipment, and superintendence for maintaining trench and/or excavation safety according to OSHA Standards, as specified and shown on the plans	\$ 37,817.36	\$37,817.36	1.0000	1.0000	\$0.00	\$37,817.36	\$0.00	\$1,890.87
P.18	1	LS	For furnishing all labor, materials, equipment, and superintendence for installing Loaming and Hydroseeding, including watering and acquiring sufficient growth coverage, complete in place	\$ 12,605.79	\$12,605.79	1.0000	1.0000	\$0.00	\$12,605.79	\$0.00	\$630.29
P.19	1	LS	For preparation and maintenance of Storm Water Pollution Prevention Plan (SWP3) including all reports and records, all pollution control devices and measures necessary to maintain and complete the SWP3 plan that are not a separate bid item (including installation, maintenance and removal of such items as required), costs for the Contractor's Notice of Intent application fee costs for the annual Water Quality fee, Costs for personnel to inspect the SWP3's protective measures, costs for all pollution control measures that may be required outside the right-of-way or easement area such as construction staging areas, preparation and submittal of Notice of Termination, submittal of Notice of Change letter (if required), and all other requirements found in the TPDES General Permit No. TXR 150000	\$ 25,211.58	\$25,211.58	1.0000	1.0000	\$0.00	\$25,211.58	\$0.00	\$1,260.58
					\$ 1,967,138.12			\$0.00	\$1,967,138.12	\$0.00	\$98,356.91



Payment Application No: 16			Application Period:	From: 07/13/2023	To: 04/17/2025	Application Date 5/28/2025		5%			
ITEM	QTY	UNIT		UNIT RATE	AMOUNT	COMPL. PREV.	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	Balance to Finish	RETAINAGE
P.A.7	1	LS	For furnishing all labor, materials, equipment, and superintendence for the installation of an asphalt access drive in lieu of the gravel access drive in the Base Bid, as detailed in the specifications and drawings, complete in place	\$ 38,538.15		1.0000	1.0000	\$0.00	\$38,538.15	\$0.00	\$1,926.91
					\$38,538.15						
					\$2,746,893.90			\$0.00	\$2,746,893.90	\$0.00	\$137,344.70
Change Orders											
CO1.1	1	LS	Excavation of large concrete sections located and excavation for the 1.0 MG tank	\$ 4,487.47	\$4,487.47	1.000	1.000	\$0.00	\$4,487.47	\$0.00	\$224.37
CO1.2	1	LS	Excavation and demolition of a manhole located during excavation for the 1.0 MG tank	\$ 3,103.00	\$3,103.00	1.000	1.000	\$0.00	\$3,103.00	\$0.00	\$155.15
CO1.3	1	LS	Excavation and removal of a valve and the adjoining pipe located in the area of 1.0 MG tank during general excavation	\$ 4,085.00	\$4,085.00	1.000	1.000	\$0.00	\$4,085.00	\$0.00	\$204.25
CO2.1	1	LS	The relocation of the 12" water system feed pipe by installation of a new 12" PVC pipe, 90 degree elbows, and PuVcTie iron fittings, trenching and backfill, testing and disinfection, and all other requirements for installation of new potable water distribution piping.	\$ 57,981.76	\$57,981.76	1.000	1.000	\$0.00	\$57,981.76	\$0.00	\$2,899.09
CO2.2	1	LS	Correction of amount on CO2.1	\$ (90.00)	(\$90.00)	1.000	1.000	\$0.00	(\$90.00)	\$0.00	(\$4.50)
CO4.1	1	LS	Tap and Sleeve and labor for exploration to locate existing stuff and fill line valves	\$ 73,121.45	\$73,121.45	0.000	1.000	\$73,121.45	\$73,121.45	\$0.00	\$3,656.07
					\$142,688.68			\$73,121.45	\$142,688.68	\$0.00	\$7,134.43
Totals					\$4,856,720.70			\$73,121.45	\$ 4,856,720.70	\$ -	\$242,836.04

Infrastructure Engineering
Construction, LLC
710 N Post Oak Rd, Ste 400
Houston, Texas 77024

**WAIVER AND RELEASE ON FINAL
PAYMENT**

PHONE: 713-885-1622
FAX: 713-613-2908



Project: City of Elgin
Job Number: 22-082-009-D207
Owner: City of Elgin
Payment Application #: 16

Total Contract: \$ 4,714,032.02
Payment Amount: \$ 244,107.33
Application From: 07/13/2023
Application To: 04/17/2025

On receipt by the Contractor of this document, of a check from the Project Owner (maker of check) in the sum of the final payment amount payable to Contractor (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of the Project Owner located at the address identified above for the project listed above.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to the Contractor (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Contractor:

Signature:

A handwritten signature in black ink, appearing to read "R. Raghu Iyer", written over a horizontal line.

Date:

5/28/2025

Printed Name:

Raghu Iyer

Title:

CEO

Notary:

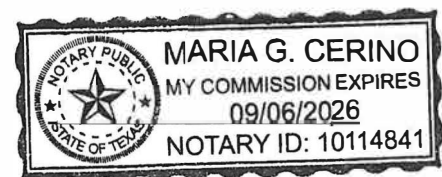
Signature:

A handwritten signature in black ink, appearing to read "Maria G. Cerino", written over a horizontal line.

Date:

5/28/2025

Stamp:



Project:	<u>City of Elgin</u>	Total Contract:	<u>\$ 4,856,720.70</u>
Job Number:	<u>22-082-009-D207</u>	Payment Amount:	<u>\$ (0.00)</u>
Owner:	<u>City of Elgin</u>	Application From:	<u>07/13/2023</u>
Payment Application #:	<u>16</u>	Application To:	<u>04/17/2025</u>
Progress or Final:	<u>Progress</u>		

Improvements have been constructed and completed in full compliance with the above referenced contract and the agreed plans and specifications by the Contractor.

All bills with Lien Releases have been paid from contract funds by contractor and there are no outstanding claims with corresponding lien releases for labor or materials furnished upon said job

This affidavit is being made by the contractor realizing that it is in reliance upon the truthfulness of the statements contained herein that a request for full settlement of the balance due on said Contract is being made. The contractor releases all liens, claims, and rights to assert a lien on said premises and agrees to indemnify and hold the Project Owner safe and harmless from and against all losses, damages, costs, and expenses of any character whatsoever, specifically including court costs, bonding fees, and attorney fees arising out of or in any relation to claims for unpaid labor or materials used in associated with the constructions improvements on the above-described project.

Contractor:

Signature:

Date: 5/28/2025

Printed Name: Raghu Iyer

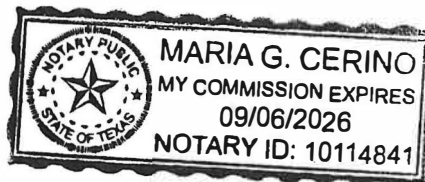
Title: CEO

Notary:

Signature:

Date: 5/28/2025

Stamp:





State of Texas
County of Montgomery

Project:	<u>City of Elgin</u>	Original Contract	<u>\$ 1,967,138.17</u>
Job Number:	<u>2023-003</u>	Final Contract	<u>\$ 4,856,720.70</u>
Owner:	<u>City of Elgin</u>	Contract Date	<u>07/13/2023</u>
Bond Number	<u></u>	Completion Date	<u>4/17/2025</u>

Raghu Iyer, being duly sworn, deposes and says that he is the CEO of ieconi, LLC the contractor for the owner; contract dated, and bond number listed above. All work on this contract was completed and accepted on the dates listed above. The original contract price and final contract price listed above are also accurate.

Witness:

Signature:

A handwritten signature in black ink, appearing to be "Naveen", written over a horizontal line.

Date: 5/28/2025

Printed Name: Naveen Chinnannavar

Title: Project Engineer

Contractor:

Signature:

A handwritten signature in black ink, appearing to be "Raghu Iyer", written over a horizontal line.

Date: 5/28/2025

Printed Name: Raghu Iyer

Title: Managing Director



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, APPROVING A MULTIPLE-USE AGREEMENT WITH TXDOT FOR THE PLACEMENT OF CAMERAS ON STATE RIGHTS OF WAY (Noble)

DEPARTMENT: Police

PROPOSED ACTION: Approval of Resolution

BACKGROUND:

In January 2025 the Elgin Police Department received grant funding from the Texas Department of Motor Vehicles - Motor Vehicle Crime Prevention Authority to acquire Flock license plate reader cameras. As part of the permitting process to place the Flock cameras on state rights of way, TXDOT requires the jurisdiction's governing body to authorize the City of Elgin - Police Department to enter into a Multiple Use Agreement with the State of Texas.

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. Resolution to Approve Cameras on TXDOT Right of Ways 20250807
2. Multiple Use Agreement

{ } 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. 2025-08-19-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, APPROVING A MULTIPLE-USE AGREEMENT WITH TXDOT FOR THE PLACEMENT OF CAMERAS ON STATE RIGHTS OF WAY (US 290, SH 95, FM 3000, FM 1100, SH LOOP 109, AND FM 1704); AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Elgin has requested that the State of Texas, by and through the Texas Department of Transportation (TXDOT), to install Flock cameras on state rights-of-way: US 290, SH 95, FM 3000, FM 1100, SL 109, AND FM 1704; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Elgin will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

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

Section 1. Findings. That the City of Elgin hereby approves the location of the Flock cameras on State rights-of-way (US 290, SH 95, FM 3000, FM 1100, SH Loop 109, and FM 1704) and approves the Multiple Use Agreement with the State of Texas, determining the respective responsibilities of the City and the State with reference thereto.

Section 2. Authorization. The Mayor is authorized to execute, and the City Secretary is authorized to attest, the Multiple Use Agreement in substantially the same form as attached as Exhibit A, and all documents associated with the Multiple Use Agreement and the project.

Section 3. Budget. There are no anticipated costs of this Agreement.

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

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

PASSED AND ADOPTED this 19th day of August 2025

ATTEST:

Theresa Y. McShan, Mayor
City of Elgin, Texas

Peyton Standifer, City Secretary



Form 2044 (Rev. 8/21)
Page 1 of 10

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and Elgin Police Department, hereinafter called City of Elgin, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 19 day of August, 20 25, the governing body for the City of Elgin entered into Resolution/Ordinance No. hereinafter identified by reference, authorizing the City of Elgin's participation in this agreement with the State; and

WHEREAS, the City of Elgin has requested the State to permit the construction, maintenance and operation of a public camera system on the highway right of way, (ROADWAY "see attached" CONTROL SECTION NO.).
(General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Elgin will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Elgin and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

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

1. DESIGN AND CONSTRUCTION

City of Elgin will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City of Elgin shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Elgin and found not to comply with ADA or TAS shall be corrected at the entire expense of the ~~City of Elgin~~

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Elgin. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Elgin has failed to comply with these responsibilities, it will perform the necessary work and charge City of Elgin the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Elgin shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Elgin shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Elgin for the use of the facility under this agreement, the City of Elgin will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Elgin must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City of Elgin 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City of Elgin _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City of Elgin _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City of Elgin _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City of Elgin _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City of Elgin _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City of Elgin WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2025, THE City of Elgin (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Elgin. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Elgin shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Elgin, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Elgin shall include TxDOT as an additional insured by endorsement in City of Elgin's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Elgin's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Elgin shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Elgin, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City of Elgin shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

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

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Elgin must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Elgin if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Elgin
Maintenance Division	Elgin Police Department
125 East 11th Street	204 Depot Street
Austin, Texas 78701-2483	Elgin, TX 78621

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

Exhibit A - General Layout
Exhibit B - Metes and Bounds Description
Exhibit C - Approved Construction Plans
Exhibit D - Certificate of Insurance (TxDOT Form 1560)
Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

City of Elgin on the 19th day of August, 20 2025, and the
State on the _____ day of _____, 20____.

STATE OF TEXAS

City of Elgin
(Name of other party)

By: _____
Signature

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

Theresa McShan
Printed Name

By: _____
Director, Maintenance Division

Mayor of the City of Elgin
Title

Printed Name

Elgin Police Department
Agency

Date

(512) 285-5757
Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.



CERTIFICATE OF INSURANCE

Form 1580
(Rev. 07/24)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Flock Group Inc DBA Flock Safety

Street/Mailing Address: 1170 Howell Mill Rd NW

City/State/Zip: Atlanta, Georgia 30318

Phone Number: (866) 901 - 1781

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Travelers Property Casualty Company of America			Carrier Phone #: (415) 732 - 1400	
Address: 100 California St.			City, State, Zip: San Francisco, CA 94111	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation	UB-6T346569-24-I3-G	08/23/2024	08/23/2025	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: Travelers Property Casualty Company of America			Carrier Phone #: (415) 732 - 1400	
Address: 100 California St.			City, State, Zip: San Francisco, CA 94111	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	H-630-9W194831-TIL-24	08/23/2024	08/23/2025	Not Less Than: \$ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: Travelers Property Casualty Company of America			Carrier Phone #: (415) 732 - 1400	
Address: 100 California St.			City, State, Zip: San Francisco, CA 94111	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	810-6T343696-24-I3-G	08/23/2024	08/23/2025	Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name: Travelers Property Casualty Company of America			Carrier Phone #: (415) 732 - 1400	
Address: 100 California St.			City, State, Zip: San Francisco, CA 94111	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy	CUP-6T386924-24-I3	08/23/2024	08/23/2025	10,000,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name

Marsh Risk & Insurance Services

Address

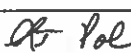
Four Ebarcadero Center, Suite 1100

City, State, Zip Code

San Francisco, CA 94111

(415) 215 - 0717

Authorized Agent's Phone Number


Authorized Agent Original Signature

10/08/2024

Date

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

NOTES TO AGENTS:

Agents must provide all requested information then either email, fax, or mail this form as noted below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount on an Acord Form.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The Texas Department of Insurance (TDI) approved forms are the only acceptable proof of insurance for department contracts. The preferred Certificate of Insurance (COI) is on a 1560 or Acord form.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The word **STATUTORY**, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or **ACCIDENT INSURANCE** is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or **CONTRACTOR LIABILITY INSURANCE** is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

Completed forms may be submitted by any of the following methods:

Email: CST_Insurance@txdot.gov
Fax: (512) 416-2536
Mail: Texas Department of Transportation
CST – Contract Processing
125 E. 11th Street
Austin, TX 78701-2483

flock safety

LOCATION / VICINITY MAP



STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
SUBMITTED BY ELGIN POLICE DEPARTMENT
FLOCK SAFETY EQUIPMENT
INSTALLATION PERMIT

CONTACT LIST

PERMITTING

ERIN CROUSE
ERIN.CROUSE@FLOCKSAFETY.COM
PROJECT MANAGER

CHARMISSHA HAMLIN
CHARMISSHA.HAMLIN@FLOCKSAFETY.COM

SEE APPROVED PERMIT FOR ALL TDC NUMBERING

DRAWING INDEX

T 01	COVER SHEET & LOCATION MAPS
GN 01	LOCATION INFORMATION
A.01 - A.08	PLAN DRAWINGS
SPEC 01 - SPEC 06	EQUIPMENT AND FOUNDATION DETAILS
TCP 01 - TCP 03	TRAFFIC CONTROL DETAILS



SAFETY IS IN YOUR HANDS.
EVERY DIG, EVERY TIME.

I HEREBY CERTIFY THIS DOCUMENT WAS
PREPARED BY MYSELF OR UNDER MY
DIRECT SUPERVISION THAT I AM A DUTY
REGISTERED ENGINEER UNDER THE LAWS
OF THE STATE OF TEXAS

PLANS PREPARED BY:

flock safety
11770 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION

CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	07/15/2025	SWB	PRELIM

EQUIPMENT OWNER:

ELGIN POLICE DEPARTMENT
202 DEPOT ST
ELGIN, TEXAS 78821

COVER SHEET & LOCATION MAPS	REV
SHEET T.01	0

THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THE USER ASSUMES RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS. IT REMAINS THE RESPONSIBILITY OF THE USER TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY IT COMPLETS ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW DEPARTMENT OF TRANSPORTATION DESIGN GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.

CAMERA LOCATION INFORMATION

SHEET	LOCATION NAME	LATITUDE	LONGITUDE	NEAREST ADDRESS	PRODUCT	POLE TYPE
A.01	PM001 US-290 @ Abert Vodka Rd EB	30.351235	-97.451332	16711 Highway 290 E, Elgin, TX 78621-4109, United States	picard	advancedPole
A.02	PM002 US-290 @ Western Sky Blvd WB	30.352417	-97.422195	18401 Highway 290 E, Elgin, TX 78621-4005, United States	picard	advancedPole
A.03	PM003 Hwy 290 E @ Fisher St EB	30.344694	-97.361460	203 Highway 290 E, Elgin, TX 78621-3314, United States	picard	advancedPole
A.04	PM004 Hwy 290 @ W Cleveland St WB	30.336405	-97.373287	517 W Cleveland St, Elgin, TX 78621-3327, United States	picard	advancedPole
A.05	PM005 FM 3000 @ Westbrook Ln WB	30.352873	-97.359424	824 E 2nd St, Elgin, TX 78621-1704, United States	picard	advancedPole
A.06	PM007 FM 1100 @ Klaus Ln EB	30.369797	-97.424657	14300 Klaus Ln, Elgin, TX 78621-3809, United States	picard	advancedPole
A.07	PM008 FM 1100 @ Bear Grass Dr EB	30.363285	-97.400146	1516 N Avenue C, Elgin, TX 78621, United States	picard	advancedPole
A.08	PM009 Hwy 95 @ Tynor Rd SB	30.366003	-97.372940	847 Highway 95 N, Elgin, TX 78621-1058, United States	picard	advancedPole
A.09	PM012 FM 1704 @ Fisher St NB	30.335569	-97.367062	808 S Main St, Elgin, TX 78621-3217, United States	picard	advancedPole



I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS

Plans Prepared By:
flock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

**TEXAS FLOCK SAFETY EQUIPMENT
 INSTALLATION**
 CASE NUMBER: 1046609
 PERMITTING JURISDICTION:
 DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	07/15/2025	SHB	PRELIM

EQUIPMENT OWNER:
 ELGIN POLICE DEPARTMENT
 202 DEPOT ST
 ELGIN, TEXAS 78621

LOCATION INFORMATION
 SHEET: GN.01
 REV: 0

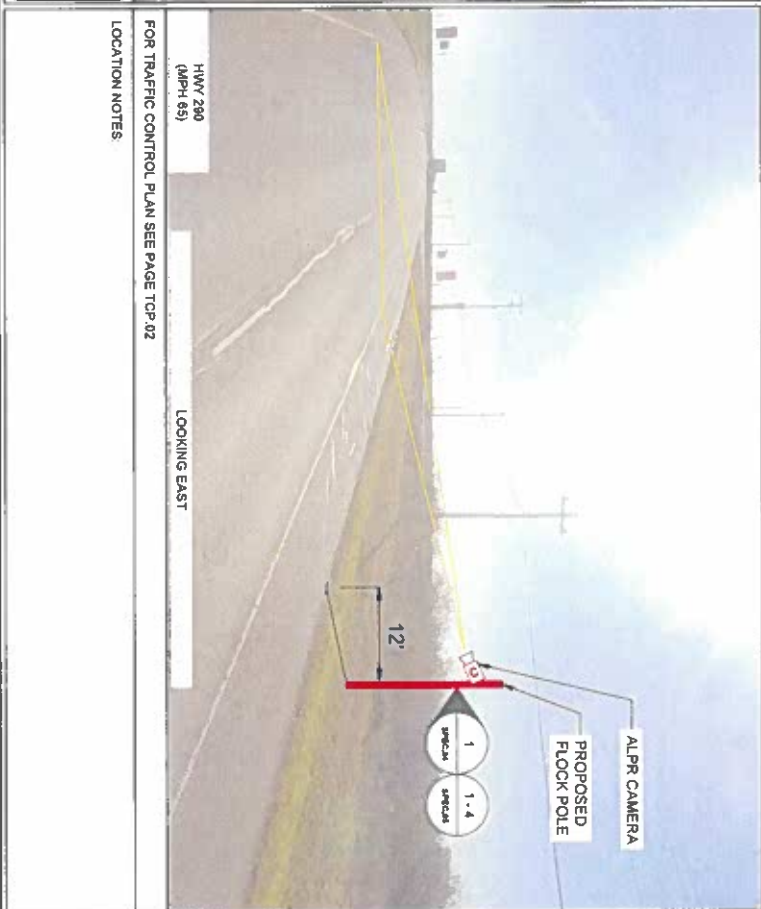
SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED RED-TORQUE POLE
 LOCATION NAME: PM001 US-290 @ ALBERT VOELKER RD EB
 SITE ADDRESS: 16711 HIGHWAY 290 E, ELGIN, TX 79021-4108, UNITED STATES
 LAT/LONG: 30.351235, -97.451332

AERIAL VIEW



STREET VIEW



SAFETY IS IN YOUR HANDS.
 EVERY DIG. EVERY TIME.

I HEREBY CERTIFY THIS DOCUMENT WAS
 PREPARED BY MYSELF OR UNDER MY
 DIRECT SUPERVISION THAT I AM A DULY
 REGISTERED ENGINEER UNDER THE LAWS
 OF THE STATE OF TEXAS

flock safety
 11770 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

PLANS PREPARED BY

TEXAS FLOCK SAFETY EQUIPMENT
 INSTALLATION
 CASE NUMBER: 1046609
 PERMITTING JURISDICTION:
 DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/15/2023	SMG	PRELIM

EQUIPMENT OWNER:
 ELGIN POLICE DEPARTMENT
 202 DEPOT ST
 ELGIN, TEXAS 79021

SHEET: A.01
 SITE PLAN
 REV: 0

THIS DOCUMENT HAS BEEN DOWNLOADED OFF THE MOST RECENT AVAILABLE ONLINE AERIAL IMAGERY. THIS INCLUDES RIGHT-OF-WAY EXISTING UTILITIES & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING JURISDICTION FACILITIES TO VERIFY A CONFLICT ABOVE & BELOW GROUND. ALL CONSTRUCTION TO FOLLOW DEPARTMENT OF TRANSPORTATION GENERAL ORDINANCES. DO NOT SCALE DIMENSIONS. CALL 811 PRIOR TO DIGGING.

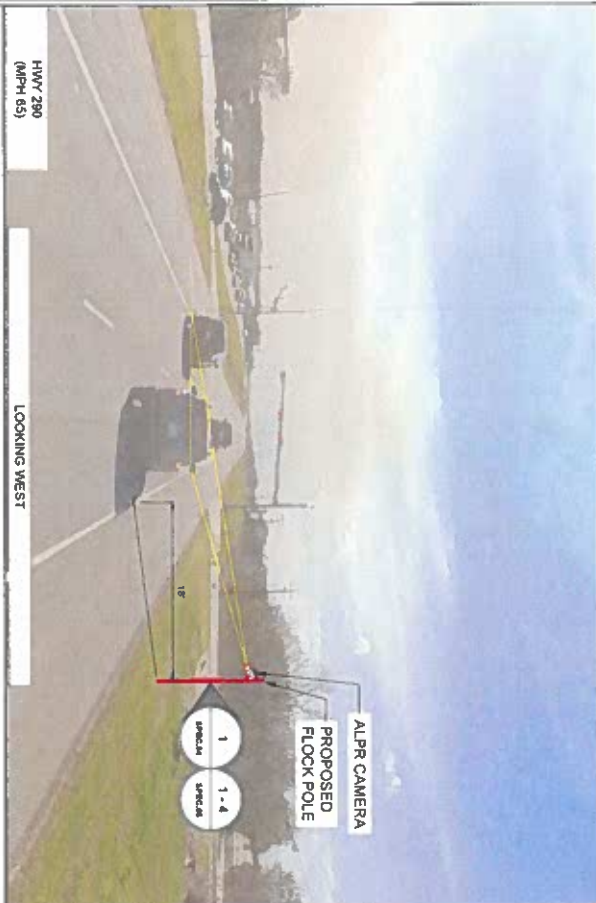
SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED REDU-TORQUE POLE
 LOCATION NAME: PM002 US-290 @ WESTERN SKY BLVD WB
 SITE ADDRESS: 19401 HIGHWAY 290 E. ELGIN, TX 78621-9005, UNITED STATES
 LAT/LONG: 30.352417, -97.422195

AERIAL VIEW



STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TOP 02
 LOCATION NOTES:



I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION THAT I AM A DAILY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS

PLANS PREPARED BY:
flock safety
 11770 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

TEXAS FLOCK SAFETY EQUIPMENT
 INSTALLATION
 CASE NUMBER: 1046609
 PERMITTING JURISDICTION:
 DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/15/2025	SMG	PRELIM

EQUIPMENT OWNER	
ELGIN POLICE DEPARTMENT 202 DEPOT ST ELGIN, TEXAS 78621	
SHEET:	REV:
A.02	0

THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THIS INCLUDES MOST OF HIGH EXISTING UTILITIES & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & COMPLETE ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW DEPARTMENT OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DIMENSIONS. CALL 811 PRIOR TO DIGGING.

SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED RED-TORQUE POLE

LOCATION NAME: PM003 HWY 290 E @ FISHER ST EB

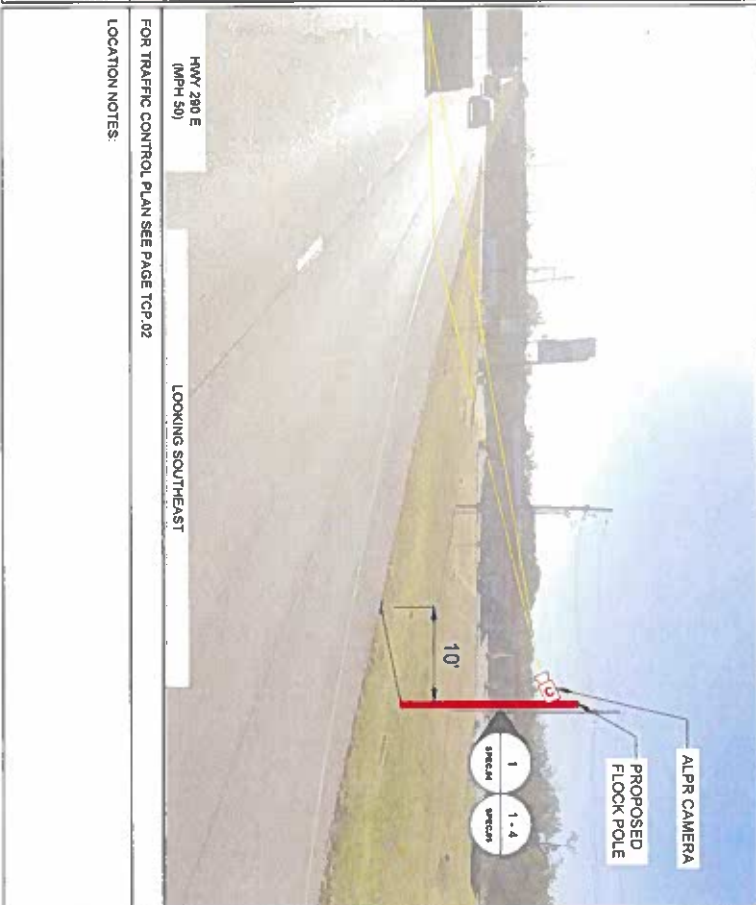
SITE ADDRESS: 203 HIGHWAY 290 E, ELGIN, TX 78821-3314, UNITED STATES

LAT/LONG: 30.334094, -97.361460

AERIAL VIEW



STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TOP 02
LOCATION NOTES:

HWY 290 E
(MPH 50)

LOOKING SOUTHEAST



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EVERY DIG EVERY TIME

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OF THE STATE OF TEXAS

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

PLANS PREPARED BY:

TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	07/15/2025	SMG	PRELIM

EQUIPMENT OWNER
ELGIN POLICE DEPARTMENT
202 DEPOT ST
ELGIN, TEXAS 78821

SITE PLAN
SHEET: A.03
REV: 0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED RED-TORQUE POLE
 LOCATION NAME: PH004 HWY 280 @ W CLEVELAND ST WB
 SITE ADDRESS: 517 W CLEVELAND ST, ELGIN, TX 78621-3527, UNITED STATES
 LAT/LONG: 30.336405, -97.373287

AERIAL VIEW



STREET VIEW



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PLANS PREPARED BY:
flock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

TEXAS FLOCK SAFETY EQUIPMENT
 INSTALLATION
 CASE NUMBER: 1046609
 PERMITTING JURISDICTION:
 DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/15/2025	SMG	PRELIM

EQUIPMENT OWNER	SHEET	REV.
ELGIN POLICE DEPARTMENT 202 DEPOT ST ELGIN, TEXAS 78621	A.04	0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED RED-TORQUE POLE

LOCATION NAME: P8005 FM 3000 @ WESTBROOK LN WB

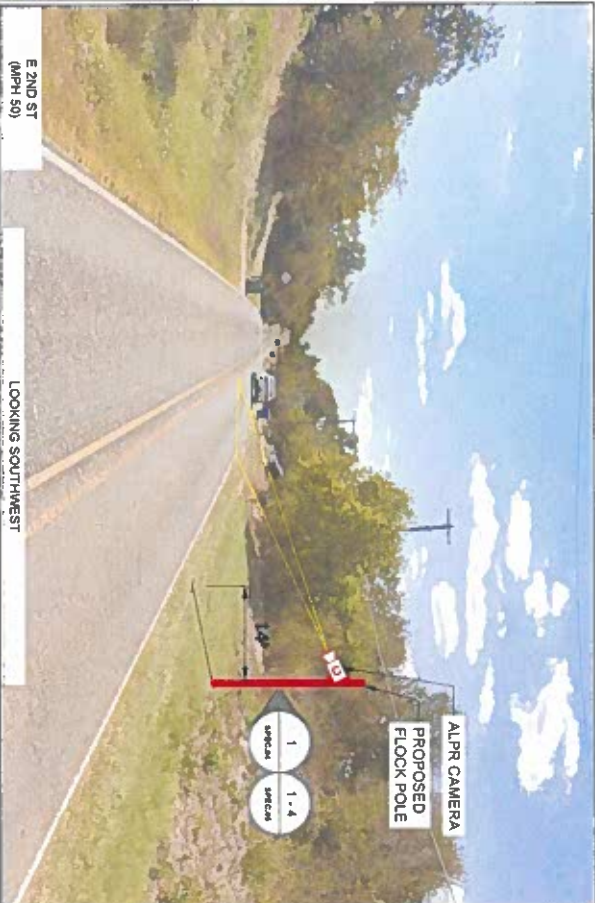
SITE ADDRESS: 824 E 2ND ST, ELGIN, TX 78621-1704, UNITED STATES

LAT/LONG: 30.352873, -97.358424

AERIAL VIEW

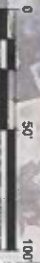


STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TOP 02

LOCATION NOTES:



PLANS PREPARED BY:

flock safety

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ATLANTA, GA 30318



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TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	07/15/2025	SWB	PRELIM

EQUIPMENT OWNER	
ELGIN POLICE DEPARTMENT 202 DEPOT ST ELGIN, TEXAS 78621	
SITE PLAN	
SHEET: A.05	REV: 0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED RED-TORQUE POLE
 LOCATION NAME: PM007 FM 1100 @ KLAUS LN EB
 SITE ADDRESS: 14300 KLAUS LN, ELGIN, TX 78621-3809, UNITED STATES
 LAT/LONG: 30.389797, -97.424657

AERIAL VIEW



STREET VIEW



FM 1100
(MPH 60)
 FOR TRAFFIC CONTROL PLAN SEE PAGE TOP 02
 LOCATION NOTES:

LOOKING SOUTHEAST



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flock safety
 1170 HOWELL MILL ROAD SUITE 210
 ATLANTA, GA 30318

TEXAS FLOCK SAFETY EQUIPMENT
 INSTALLATION
 CASE NUMBER: 1046609
 PERMITTING JURISDICTION:
 DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/15/2025	SM8	PRELIM

EQUIPMENT OWNER: ELGIN POLICE DEPARTMENT 202 DEPOT ST ELGIN, TEXAS 78621	
SHEET: A.06	REV: 0

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SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED RED-TORQUE POLE

LOCATION NAME: P#008 FM 1100 @ BEAR GRASS DR EB

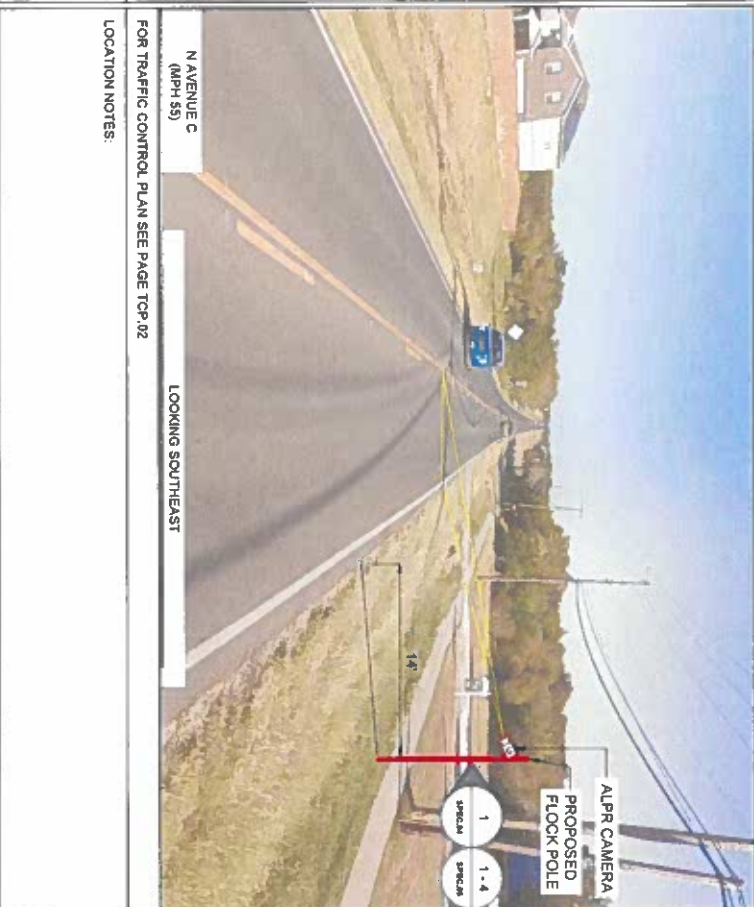
SITE ADDRESS: 1518 N AVENUE C, ELGIN, TX 78921, UNITED STATES

LAT/LONG: 30.363288, -97.400146

AERIAL VIEW



STREET VIEW



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flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

PLANS PREPARED BY:

TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	07/15/2025	SMG	PRELIM

EQUIPMENT OWNER	
ELGIN POLICE DEPARTMENT 202 DEPOT ST ELGIN, TEXAS 78921	
SITE PLAN	REV.
SHEET A.07	0

THIS DOCUMENT HAS BEEN PREPARED FOR THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THIS INCLUDES SCENE OF VIEW, EXISTING UTILITIES, & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & CORRECT AS ABOVE & BELOW. UNDER ALL CIRCUMSTANCES, ALL CONSTRUCTION TO FOLLOW DEPARTMENT OF TRANSPORTATION DESIGN GUIDELINES. DO NOT SCALE DIMENSIONS. CALL 811 PRIOR TO DIGGING.

SITE PLAN

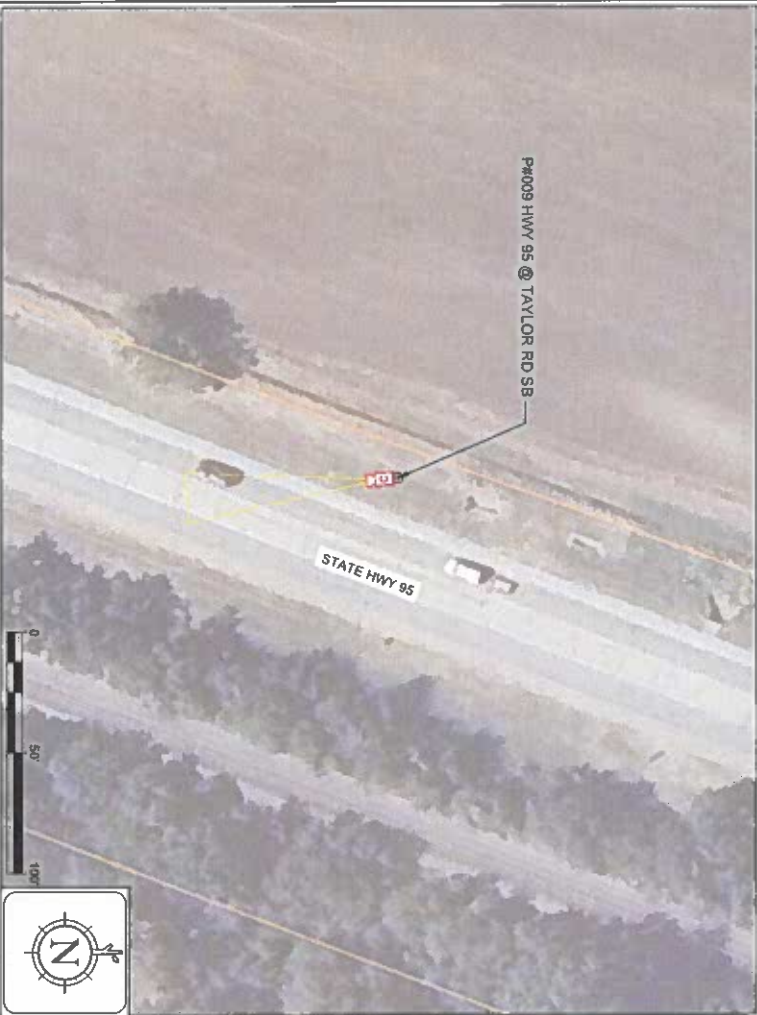
PROPOSED FLOCK EQUIPMENT ON PROPOSED RED-TORQUE POLE

LOCATION NAME: P#009 HWY 95 @ TAYLOR RD SB

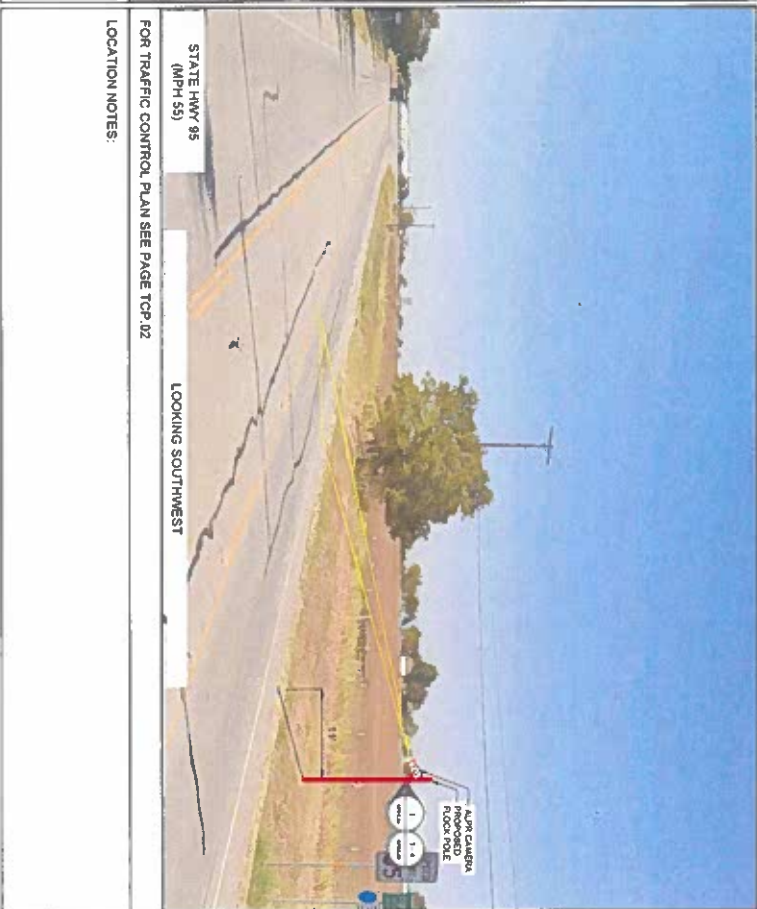
SITE ADDRESS: 847 HIGHWAY 95 N. ELGIN, TX 78821-1056, UNITED STATES

LAT/LONG: 30.368003, -97.372940

AERIAL VIEW



STREET VIEW



STATE HWY 95
(MPH 55)

FOR TRAFFIC CONTROL PLAN SEE PAGE TOP 02

LOCATION NOTES:

LOOKING SOUTHWEST



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PLANS PREPARED BY:

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/15/2025	SMG	PRELIM

EQUIPMENT OWNER
ELGIN POLICE DEPARTMENT
202 DEPOT ST
ELGIN, TEXAS 78821

SITE PLAN
SHEET: A.08
REV: 0

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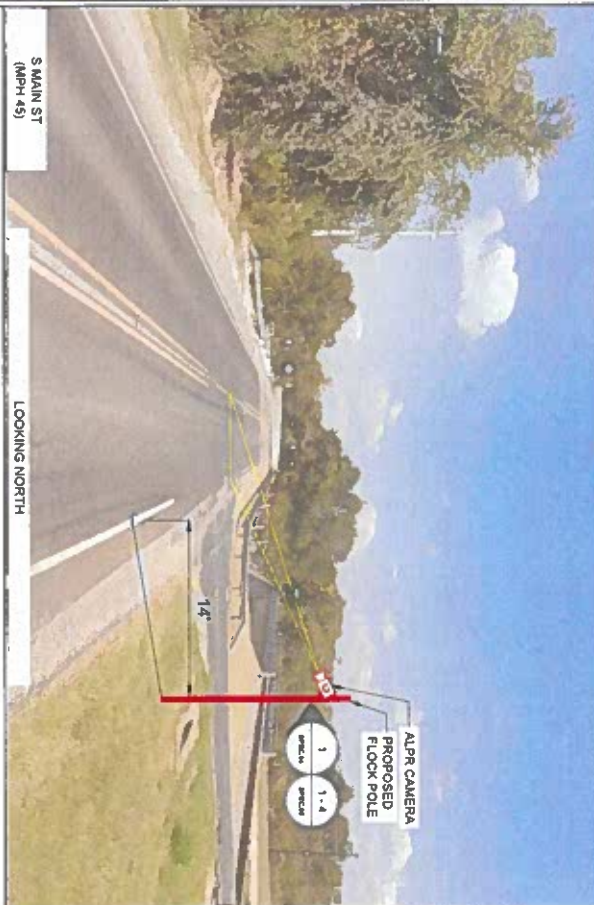
SITE PLAN

PROPOSED FLOCK EQUIPMENT ON PROPOSED RED-TORQUE POLE
 LOCATION NAME: PM012 FM 1704 @ FISHER ST NB
 SITE ADDRESS: 808 S MAIN ST, ELGIN, TX 78021-3217, UNITED STATES
 LAT/LONG: 30.335589,-97.387062

AERIAL VIEW



STREET VIEW



FOR TRAFFIC CONTROL PLAN SEE PAGE TCP 02
 LOCATION NOTES:



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PLANS PREPARED BY:
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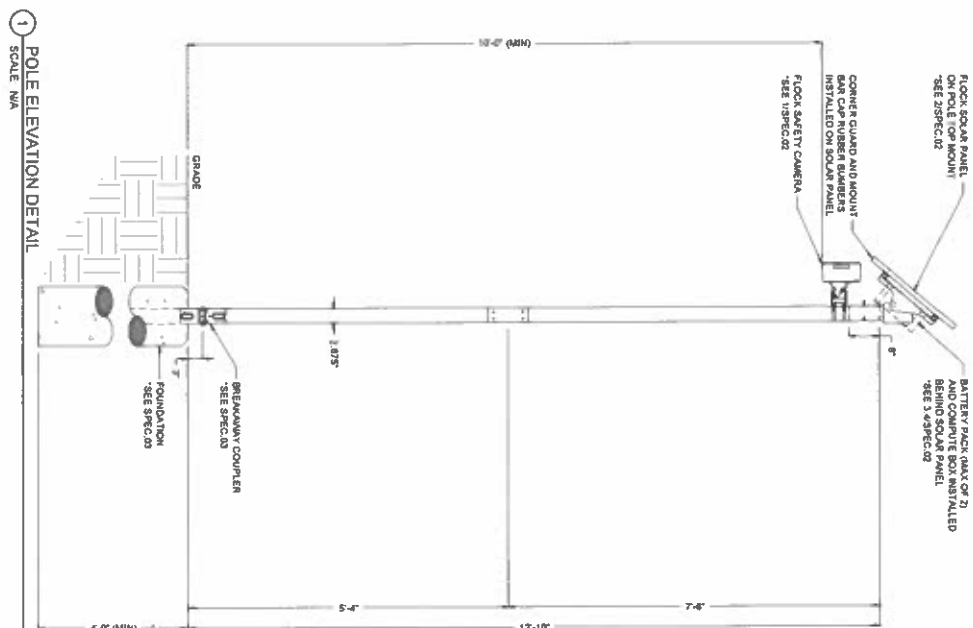
TEXAS FLOCK SAFETY EQUIPMENT
 INSTALLATION
 CASE NUMBER: 1046609
 PERMITTING JURISDICTION:
 DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	07/15/2025	SM8	PRELIM

EQUIPMENT OWNER	
ELGIN POLICE DEPARTMENT	202 DEPOT ST ELGIN, TEXAS 78021
SHEET:	REV:
A.09	0

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THERE ARE TWO WASH-TESTED AND TXDOT APPROVED POLES. EITHER POLE MAY BE USED FOR THIS INSTALLATION. THE SPECIFICATION SHEETS ARE INCLUDED FOR REVIEW. WHENEVER POSSIBLE, FLOCK WILL UTILIZE THE PROVELT POLE ON SHEETS SPEC. 01 = SPEC. 03. IF IT IS UNAVAILABLE, FLOCK WILL UTILIZE THE X2 RED-TORQUE POLE ON SHEETS SPEC. 04 = SPEC. 06.



1. POLE AND FOUNDATIONS ARE DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES
 1.1. 10606R/1020159/10201 INTERNAIONAL BUILDING CODE
 1.2. 10606R/1020159/10201 AISC STEEL DESIGN CRITERIA FOR MOMENT RESIST. JOINTS
 2. POLE ANALYSIS AND FOUNDATION DESIGN ARE BASED ON THE FOLLOWING CRITERIA
 2.1. DESIGN WIND SPEED (VW)
 2.2. EXPOSURE CATEGORY
 2.3. TYPICAL CATEGORY
 2.4. TYPICAL CATEGORY
 2.5. SOIL SITE CLASS
 2.6. SPECTRAL RESPONSE SA
 2.7. SPECTRAL RESPONSE SB
 2.8. SPECTRAL RESPONSE SC
 2.9. DESIGN DESIGN CATEGORY
 3. STRUCTURE BASE REACTIONS ARE CALCULATED AS FOLLOWS

DESIGN WIND SPEED (mph)	MOMENT (ft-k)	SHAFT (ft ²)	AXIAL (kips)
115	2.70	0.260	0.160
125	3.20	0.335	0.180
135 (max)	3.70	0.380	0.190

1. ALL SIGNAL & CONSTRUCTION SHALL BE IN ACCORDANCE WITH AASHTO & STATE DEPARTMENT OF TRANSPORTATION STANDARDS.
2. STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE USED FOR RECREATIONAL CONTROL.
3. MINIMUM CLEAR REDUCED-SHADE ACCESS ROUTE (PAV) SHALL BE 40' WIDE.
4. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIGNAL, UP TO AN ELEVATION 10'-7" ABOVE GRADE.
5. TRANSPORTATION OF LOCAL JURISDICTION UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.

ADD COMPLAINTS/NOTES

REV	DATE	BY	DESCRIPTION
0	07/15/2025	SWB	PRELIM

EQUIPMENT OWNER	
ELGIN POLICE DEPARTMENT	
202 DEPOT ST ELGIN, TEXAS 78821	
SHEET: SPEC. 01	RE: 0



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OF THE STATE OF TEXAS

PLANS PREPARED BY:

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

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DO NOT CALL DRAINAGE CALL (311) FOR DRAINAGE.



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Plans Prepared By:
flock safety
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 ATLANTA, GA 30318

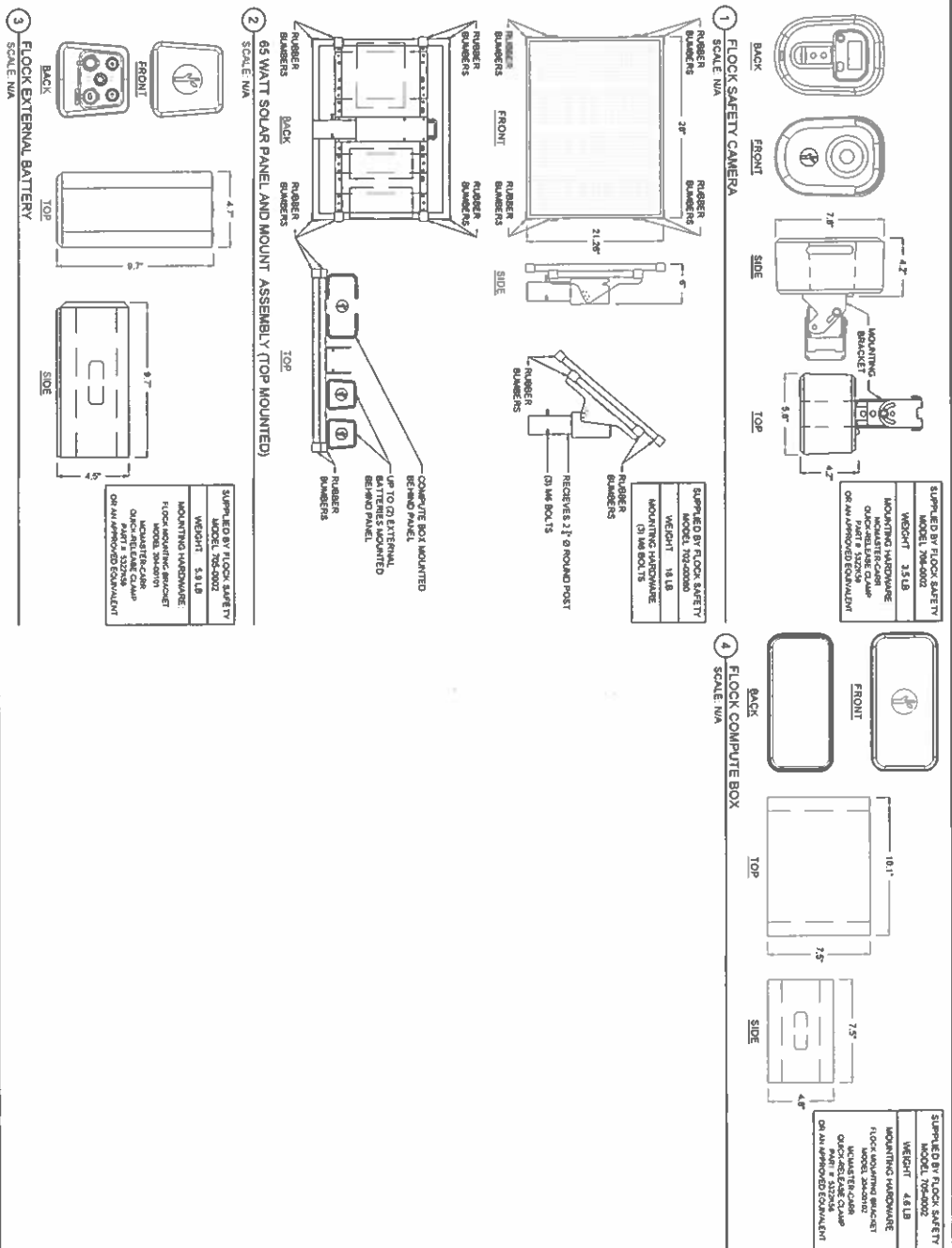
**TEXAS FLOCK SAFETY EQUIPMENT
 INSTALLATION**
 CASE NUMBER: 1046609
 PERMITTING JURISDICTION:
 DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	07/15/2023	SHG	PRELIM

EQUIPMENT OWNER:
 ELGIN POLICE DEPARTMENT
 202 DEPOT ST
 ELGIN, TEXAS 78821

SHEET: SPEC.02 **REV:** 0

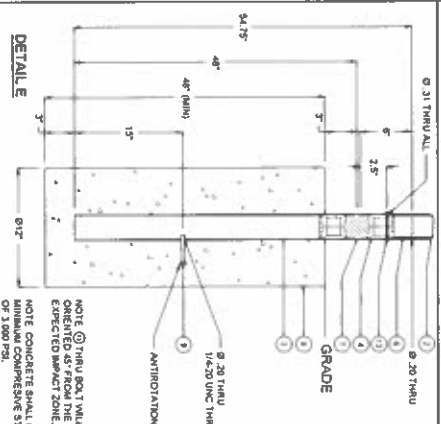
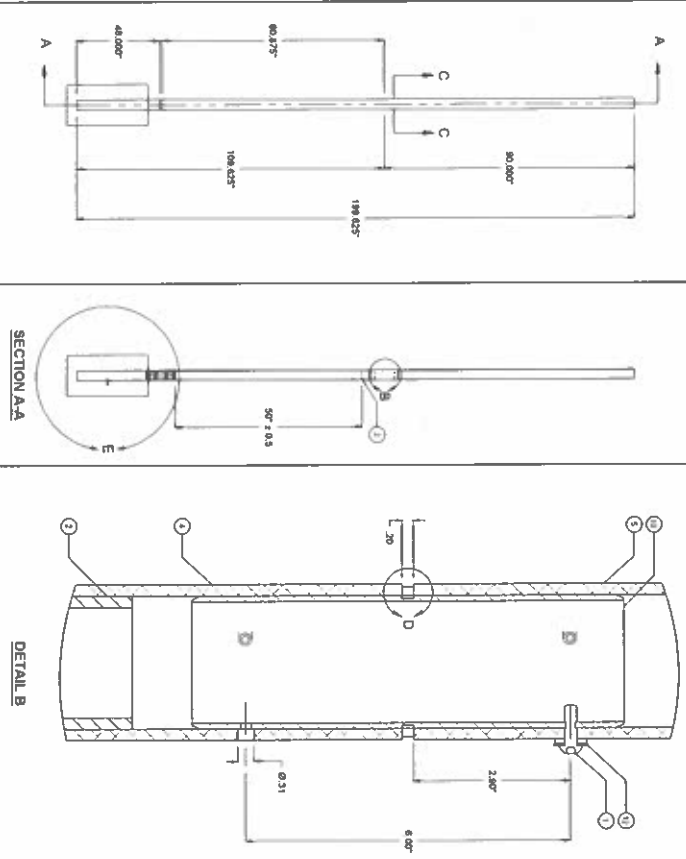
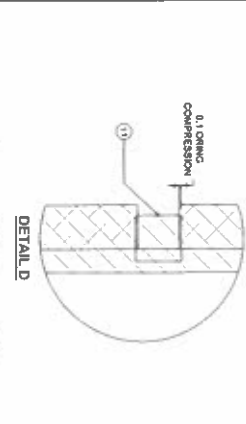
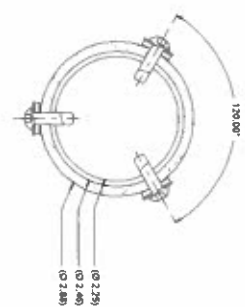
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ADDITIONAL NOTES:

ITEM NO.	DESCRIPTION	QTY.
1	0.20x2 1/2 x 196 BT 11 TUBES/ASSEMBLY KIT	4
2	2" SCH 40 27X000 S SHAWL - GALV. ANODIZED STEEL	1
3	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
4	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
5	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
6	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
7	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
8	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
9	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
10	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
11	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
12	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1
13	1.5" DIA. 2.000 WALL, 1.000 DIA. 1.000 WALL ALUMINUM	1

PROVELL MASH DETAILS
BREAKAWAY STYLE 7 COUPLER ASSEMBLY
PART #: SP-7MASH
MATERIAL: ALUMINUM
WEIGHT: 232.39 LBS
DATE: 01/11/2024
DO NOT SCALE DRAWINGS (NTS)



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flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

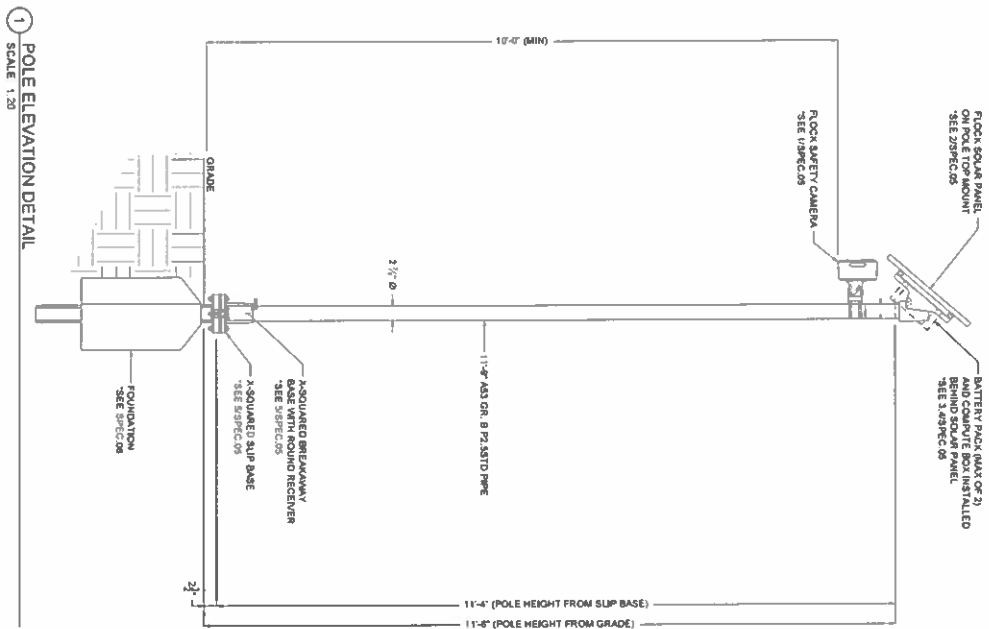
TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/15/2023	SHB	PRELIM

EQUIPMENT OWNER:
ELGIN POLICE DEPARTMENT
202 DEPOT ST
ELGIN, TEXAS 78821
SHEET: SPEC.03
REV: 0

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THERE ARE TWO MASH-TESTED AND TXDOT APPROVED POLES. EITHER POLE MAY BE USED FOR THIS INSTALLATION. THE SPECIFICATION SHEETS ARE INCLUDED FOR REVIEW. WHENEVER POSSIBLE, FLOCK WILL UTILIZE THE PROVELL POLE ON SHEETS SPEC. 01 - SPEC. 03. IF IT IS UNAVAILABLE, FLOCK WILL UTILIZE THE X2 RED-TORQUE POLE ON SHEETS SPEC. 04 - SPEC. 06.



1. POLE AND FOUNDATIONS ARE DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES
 - 1.1. 2008/2012/2015/2018/2071 INTERNATIONAL BUILDING CODE
 - 1.2. ASHRAE/LFD SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGHWAY BRIDS, 11TH, TRAFFIC SIGNALS, 2013 EDITION
2. POLE ANALYSIS AND FOUNDATION DESIGN ARE BASED ON THE FOLLOWING CRITERIA
 - 2.1. DESIGN WIND SPEED (ASCE 7)
 - 2.2. DESIGN WIND SPECTRUM (ASCE 7)

- 2.2. RISK CATEGORY
2.3. EROSION CATEGORY
2.4. TOPOGRAPHIC CATEGORY
2.5. SLOPE CATEGORY
2.6. ROCK SITE CLASS
2.7. SPECTRAL RESPONSE S1
2.8. SPECTRAL RESPONSE S2
2.9. RESILIENT DESIGN CATEGORY
2.10. STRUCTURAL BASE REINFORCEMENT
- 2.7. SHOULD ANY OF THE SITE-SPECIFIC PARAMETERS BE HIGHER THAN WHAT IS NOTED ABOVE, THE EOR SHALL BE CONTACTED TO PROVIDE A REVISED DESIGN CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO INSTALLATION
- | DESIGN WIND SPEED
(MPH) | MOMENT
(K-FT) | SHAPE
(K-FT) | AREA
(K-FT) |
|----------------------------|------------------|-----------------|----------------|
| 115 | 2.75 | 0.280 | 0.160 |
| 125 | 3.20 | 0.320 | 0.160 |
| 135 (MAX) | 3.70 | 0.390 | 0.160 |

DESIGN WIND SPEED (MPH)	MOMENT (K-FT)	SHEAR (KIP)	AXIAL (KIP)
115	2.70	0.260	0.160
125	3.20	0.330	0.160
135 (MAX)	3.70	0.390	0.160

1. CONTRACTOR SHALL CONTACT RESPECTED AGENCY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION STANDARDS.
3. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL, SITE CONDITION TO THE SATISFACTION OF STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION STANDARDS EXCEPT WHEN CONDITION OF TRANSPORTATION OR LOCAL JURISDICTION STANDARDS SUPERSEDES.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH PRESCRIPTIONS DERIVED BY THE STATE DEPARTMENT OF TRANSPORTATION LOCAL JURISDICTION UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH PRESCRIPTIONS DERIVED BY THE STATE DEPARTMENT OF TRANSPORTATION LOCAL JURISDICTION UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION STANDARDS.
2. STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE PLANNED FOR PEDESTRIAN CONTROL.
3. WHEN IN CLOSURE OF SIDEWALK IS REQUIRED FOR CONSTRUCTION.
4. MINIMUM CLEAR PAVED SURFACE ACCESS ROUTE (PAV) SHALL BE 4' WIDE.
5. NO OBSTRUCTION IS PERMITTED FROM THE MOUTH OF SIDEWALK UP TO AN ELEVATION OF 7'-0" ABOVE GRADE.

1. ALL SIDEWALK JUNCTION SHALL BE IN ACCORDANCE WITH MA TITLLE STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION STANDARDS.
2. STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE USED FOR PEDESTRIAN C&T/TRAFFIC PLANS WHEN CLOSURE OF SIDEWALK IS REQUIRED FOR CONSTRUCTION.
3. MINIMUM 4' WALKWAY ACCESS ROUTE (PAV) SHALL BE 4' WIDE.
4. NO CROSS FUNCTION IS PERMITTED AT THE MOUTH OF THE SIDEWALK UP TO AN ELEVATION OF 7'-0" ABOVE GRADE.

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EQUIPMENT OWNER:	
ELGIN POLICE DEPARTMENT	
202 DEPOT ST	
ELGIN, TEXAS 76021	
SHEET:	REV:
SPEC.04	0



811

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PLANS PREPARED BY:

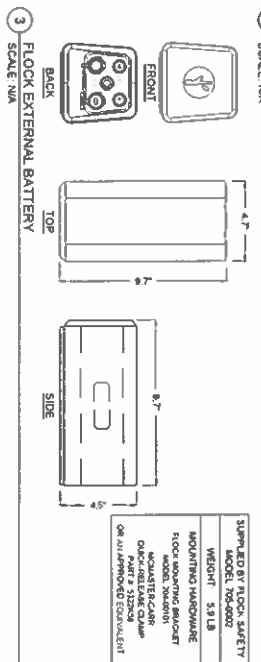
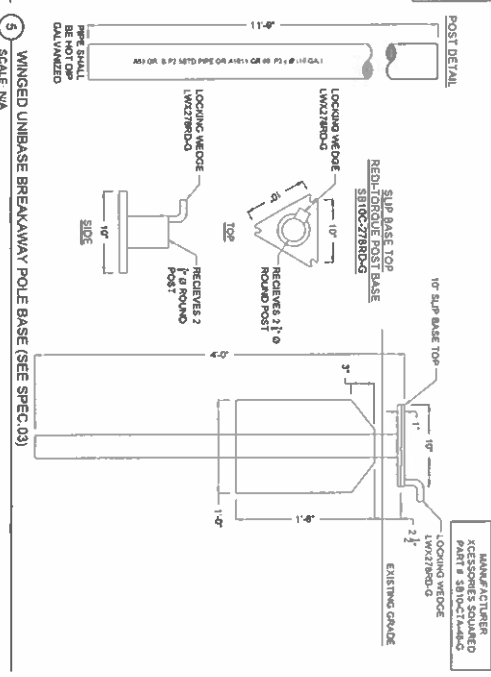
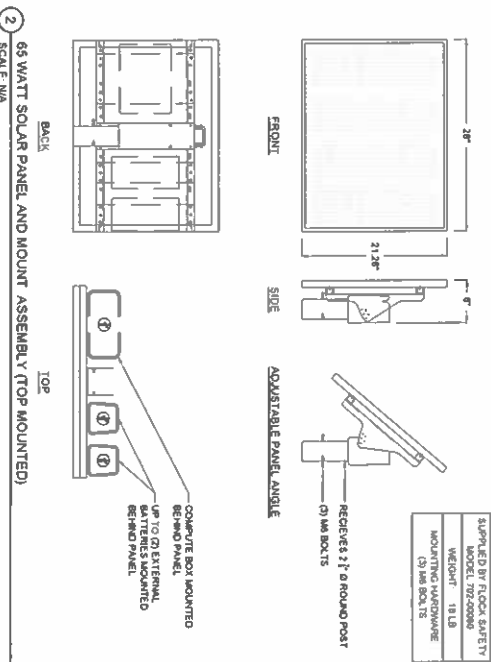
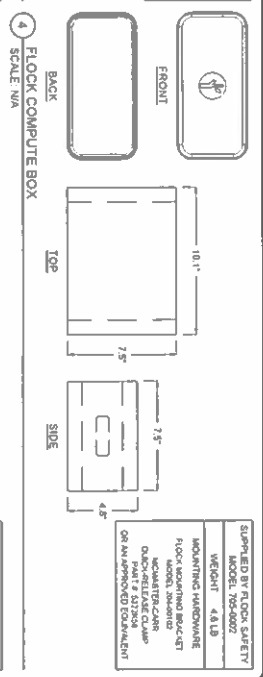
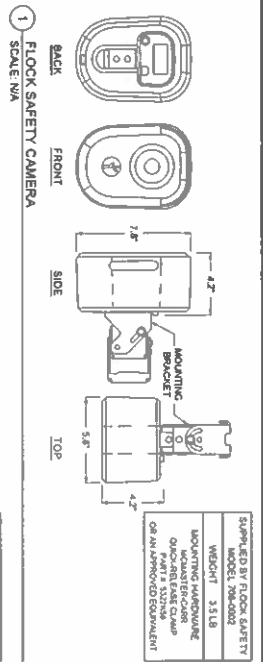
flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION

CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

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811

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flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

**TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION**

CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/15/2025	SMG	PRELIM

EQUIPMENT OWNER:

ELGIN POLICE DEPARTMENT
202 DEPOT ST
ELGIN, TEXAS 76821

SHEET:

SPEC.05

REV:

0

RT280U-RDI

MASH-16 COMPLIANT FOR INTERSECTIONS AND MAINLINE ROADWAYS
NCHRP 350 CRITERIA - FHWA ACCEPTANCE LETTERS 88-134 & 88-134A

November 15, 2022

ACCESSORIES SQUARED DEV. KAPCO, CO., INC., 200 BURNETT BLVD.
TEL: (800) 621-7948 FAX: (217) 438-3917 www.x-3grd.com

www.x-3gpd.com

ITEM	QTY	DESCRIPTION
A	1	(combination Anchor/Lower Slip Plate

ITEM	QTY	DESCRIPTION
A	1	(combination Anchor/Lower Slip Plate

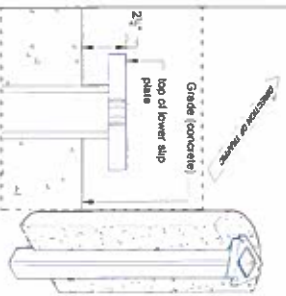
Redi-Torque Match Plate Hardware

ITEM	QTY	DESCRIPTION
01	3	3/4"-1.5" J" Gr. B Ready-Tie/extra Black
B2	6	500' 1/2"-3/4" J" Bar W/ribber
R3	3	3/4" thick, Teflon (coated) Slip W/ribber
B4	3	3/4"-1.5" Gr. B Large diameter Flange/No
B5	6	3/4" thick 1'-6" long Nuts

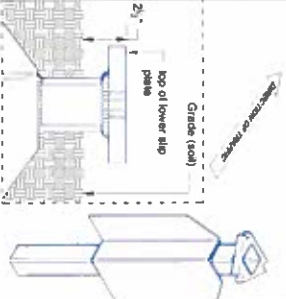
Upper Slip Plate Sub-Assembly

ITEM	QTY	DESCRIPTION
1	1	1op Kereher for Round Ngn Support
1	1	Round Sign Support Lacking W/dge

CONCRETE INSTALLATION DETAIL



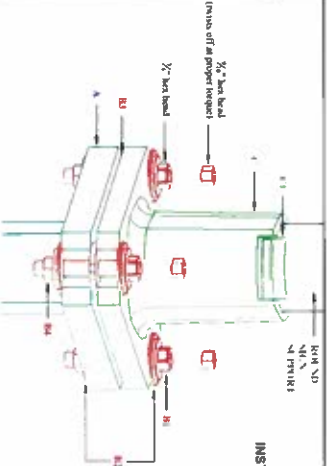
DIRECT DRIVEN SOIL INSTALLATION DETAIL



REINSTALLATION PROCEDURE

- NOTE:** At match plate hardware components are given a reusable across the Ride-Torque Bolt (11).
1. Remove upper support locking Wedge (5) from Upper Slip Plate (1) (renew with a hand held hammer).
2. Place Upper Slip Plate (1) on Lower Slip Plate of Unbalance (4) to check for wedging and level of slip plates.
3. Visually check all welds and castings for fractures or other damage.
4. When insured both Lower Slip Plate (4) and Upper Slip Plate (1) are reusable employ new or reused hardware (2) from NERF Ride-Torque Bolt (11) then follow installation procedures, starting with 3.17.2.4.

INSTALLED VIEW
/EBAWT



PLANS PREPARED BY:

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION

CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/15/2025	SWB	PRELIM

ELGIN POLICE DEPARTMENT
202 DEPOT ST
ELGIN, TEXAS 78621

SHEET: SPEC.06	RE 0
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GENERAL NOTES AND TRAFFIC DESIGN NOTES/TABLES

1. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST CURRENT TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND STATE STANDARD PLANS.
2. NO LANE CLOSURES PERMITTED BEFORE 9:00AM AND AFTER 3:00PM.
3. ALL AFFECTED RESIDENTS, BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED AT ALL TIMES.
4. TEMPORARY NO PARKING SIGNS SHALL BE POSTED 48 HOURS PRIOR TO START OF WORK.
5. ALL CONFLICTING SIGNS, STRIPING OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.
6. TRAFFIC DIRECTION THROUGH A SIGNALIZED INTERSECTION SHALL BE CONDUCTED BY A DEPARTMENT OF TRANSPORTATION POLICE DEPARTMENT UNIFORMED POLICE OFFICER OR A COMMUNITY SERVICE OFFICER ONLY. SHOULD WORK REQUIRE A SIGNAL TO BE OVERRIDDEN, ARRANGEMENT SHALL BE MADE WITH THE CITY POLICE DEPT AND TRANSPORTATION ENGINEERING DEPT AT LEAST 14 DAYS PRIOR TO START OF WORK.

TABLE 6C-1. SUGGESTED ADVANCE SIGN SPACING

	POSTED SPEED (MPH)	SIGN SPACING (FT)
	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55	500
	60	600
	65	700
	70	800
	75	900
	80	1000
EXPRESSWAY OR FREEWAY	ALL SPEEDS	SEE TYPICAL APPLICATIONS (CHAPTER 6H)

TABLE 6C-2. LONGITUDINAL BUFFER SPACE

	SPEED (MPH)	DISTANCE (FT)
	20	40
	25	60
	30	90
	35	120
	40	155
	45	195
	50	240
	55	295
	60	350
	65	410
	70	475
	75	540
	80	615

TABLE 6C-3. TAPER LENGTH CRITERIA FOR TEMPORARY TRAFFIC CONTROL ZONES

TYPE OF TAPER	TAPER LENGTH
MERGING TAPER	AT LEAST L
SHIFTING TAPER	AT LEAST 0.5 L
SHOULDER TAPER	AT LEAST 0.25 L
ONE-LANE, TWO-WAY TRAFFIC TAPER	50 FT MINIMUM, 100 FT MAXIMUM
DOWNSTREAM TAPER	50 FT MINIMUM, 100 FT MAXIMUM

NOTE: USE TABLE 6C-4 TO CALCULATE L.

SPEED (S)	TAPER LENGTH (L) IN FEET (FT)
40 MPH OR LESS	L = WS/60
45 MPH OR MORE	L = WS

WHERE:
L = TAPER LENGTH IN FT
S = POSTED SPEED LIMIT OR OPERATING SPEED PRIOR TO WORK STARTING.
OR THE ANTICIPATED OPERATING SPEED IN MPH.

TABLE 6C-4. MERGING TAPER LENGTHS AND SPACING OF CHANNELIZING DEVICES

POSTED SPEED	MINIMUM DESIRABLE TAPER LENGTHS		MAXIMUM SPACING OF CHANNELIZING DEVICES	
	10' OFFSET	11' OFFSET	ON A TAPER	ON A TANGENT
30	150'	165'	180'	30'
35	205'	225'	245'	35'
40	265'	295'	320'	40'
45	450'	490'	540'	45'
50	500'	550'	600'	50'
55	550'	605'	660'	55'
60	600'	660'	720'	60'
65	650'	715'	780'	65'
70	700'	770'	840'	70'
75	750'	825'	900'	75'
80	800'	880'	960'	80'



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flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

PLANS PREPARED BY:

TEXAS FLOCK SAFETY EQUIPMENT
INSTALLATION
CASE NUMBER: 1046609
PERMITTING JURISDICTION:
DEPARTMENT OF TRANSPORTATION

REV	DATE	BY	DESCRIPTION
0	07/12/2023	SHB	PRELIM

EQUIPMENT OWNER:
ELGIN POLICE DEPARTMENT
202 DEPOT ST
ELGIN, TEXAS 78621

TRAFFIC CONTROL PLAN
SHEET: TCP.01
REV: 0



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, GRANTING TO SIENERGY GAS, LLC A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTIES, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider the ordinance as presented.

BACKGROUND:

City staff are taking a neutral position on this ordinance. This ordinance will grant access to the City's right-of-ways in exchange for a small fee, 5% or the gross revenue of gas sales from SIENERGY GAS LLC. Staff anticipates specific questions about the agreement to be directed to the vendor requesting the ordinance and access to sell to residents.

Part of the fee policy from the vendor is listed below:

"In consideration of the privilege granted by the City to Company to use and occupy the Public Rights-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II(G). The initial payment shall be paid to the City by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance...."

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommend reviewing and considering the ordinance.

ATTACHMENTS:

1. ORD - SiEnergy - Elgin Franchise Agreement_Final
2. SiEnergy Acceptance of Elgin Franchise Agreement - 07.29.2025 - signed

- { 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. 2025-08-19-XX

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, GRANTING TO SIENERGY GAS, LLC A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTIES, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Elgin, Texas (hereinafter referred to as "City"), finds that it is in the best interest of the City to adopt a franchise ordinance allowing SiEnergy, Gas, LLC, ("SiEnergy" or "Company") to furnish and supply gas to the general public in the City, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes.

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

SECTION I. Grant of Franchise, Term, and Use

(A) City hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and City's consent, to use and occupy the present and future Public Rights-of-Way of the City for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the City, and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined herein) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of this Ordinance, it shall be automatically renewed for up to two (2) additional terms of two (2) years each on the same terms and conditions as set forth herein.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the City.

(D) By entering into this Ordinance, the City does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the City. Likewise, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under any federal, state or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the City, including adoption of ordinances by the City, that Company believes is contrary to this Ordinance or any federal, state or local law or regulation.

SECTION II. Definitions

(A) "Affiliate" shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

(B) "City" shall mean the City of Elgin, Texas.

(C) "Company" shall mean SiEnergy Gas, LLC and its successors and assigns, but does not include a SiEnergy affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XV herein.

(D) "City Manager" shall mean the City Manager of the City or his or her designee.

(E) "Contributions in Aid of Construction" or "CIAC" means monies received by Company for construction of new facilities in the City and facility removal/relocation reimbursements and does not include donated property or reimbursements received for damages to the System.

(F) "Emergency" shall mean sudden and unforeseeable damage to or malfunction of a portion of the System that creates a threat to life, health, or property.

(G) "Gross Revenues" shall mean the operating revenue for the sale of gas after the Effective Date to the Company's customers within the corporate boundaries of the City pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:

- (1) all revenues derived or received, directly or indirectly, by the Company from the sale of gas to all classes of customers in the City (excluding gas sold to another gas utility in the City for resale to its customers within the City);
- (2) all revenues derived or received by the Company from the transportation of gas through the System of Company within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within the City);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;

- (4) franchise fees paid pursuant to Section XI of this Ordinance, CIAC, revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following “miscellaneous charges:”
 - (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the City, and
 - (c) State gross receipts fees.

“Gross Revenues” shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section XI below, any taxes or fees required to be remitted to a third party including the City;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property;
- (v) amounts billed or collected from Company’s customers for refundable fees and deposits;
- (vi) State or federal grants, credits or reimbursements;
- (vii) sales of gas for resale or to wholesale customers;
- (viii) reimbursements for damage to, or relocation of, any part of the System; and
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup.

(H) “Ordinance” means this ordinance, as the same may be amended from time to time.

(I) “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the City or any employee, agent, servant, representative, or official of the City.

(J) “Public Right(s)-of-Way” shall mean public streets, roadways, alleys, highways, bridges, public easements, public places, utility access easements, thoroughfares and sidewalks of the City, as they now exist or may be hereafter constructed or extended within the corporate limits of the City. The term includes the area on, below, and above the surface of the Public Right-of-Way. The term applies regardless of whether the Public Right-of-Way is paved or unpaved.

(K) "System" or "System Facilities" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the City.

(L) "Transport Customer" shall mean any Person for which Company delivers gas through the System of Company within the City for delivery or consumption within the City.

SECTION III. Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company's System shall be initially constructed so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) Permits

Company's facilities shall not unreasonably interfere with City-owned public works facilities and with vehicular and pedestrian use of Public Rights-of-Way. Company's operations within the Public Rights-of-Way are at all times subject to Article III, Section 34, Divisions 2 and 3 of the City's Code of Ordinances, as amended. Prior to commencing any work within the Public Rights-of-Way, Company must apply for a permit as required by Article III, Section 34, Division 3 of the City's Code of Ordinances.

(C) Company shall install, maintain, construct, operate, remove and replace System facilities in accordance with applicable City ordinances and to not unreasonably interfere with traffic. Company shall provide advance notice of work performed within the Public Rights-of-Way to each property owner within 200 feet of such work through door hangers, letters, or other written postings. In determining the location of new facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the City, the Company shall minimize interference with then-existing or documented planned underground structures of the City or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of City or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject however to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public.

(E) The City's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. City shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Company's excavations in the Public Rights-of-Way are subject to Chapter 34, Article III, Division 2 of the City's Code of Ordinances. Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Rights-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the reasonable cost of such repair or restoration. Company must notify the City of work initiated in response to an Emergency within twenty-four (24) hours of commencing the construction related to the Emergency. In the event of an Emergency, Company will notify the City in conformance with the requirement set forth in the preceding sentence, and shall respond to such Emergency promptly and in conformance with best industry practice and any and all applicable state and/or federal laws, rules and regulations governing emergency response. Subject to the foregoing, no actions or work undertaken by Company in connection with such Emergency shall be deemed to violate any notice or approval provisions set forth in this Ordinance, including without limitation the public notice requirement set forth in Section III.C.

(G) The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as storm water, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

(H) If City, in constructing, reconstructing, improving, widening, or straightening its Public Right-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Right-of-Way required by the Americans with Disabilities Act, should request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Right-of-Way, Company shall do so at its own expense for System Facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Company and City shall jointly determine whether System Facilities are in conflict and the extent that the proposed City facilities are determined by City and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable City ordinances. Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company.

(I) When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Right-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included by City in any application by City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. City shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City for City to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities. If Company is required by City to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer or for projects whose primary purpose is beautification or for any reason other than the construction, reconstruction, improving, widening, or straightening of its Public Right-of-Way, sewers, drainage, water lines, or other utilities by City, Company shall be entitled to reimbursement of the cost and expense of such removal or relocation from the party requesting the removal or relocation.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by state law.

(K) If City abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XI, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by City. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) Upon request by City made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. Laying of Lines in Advance of Paving

(A) Whenever City shall conclude to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System Facilities, Company will be provided the opportunity, at no expense to City, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, next to the property lines where buildings are already located.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, City shall give Company written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the City. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the City's discretion, if Company has promptly notified the City of the circumstances that have caused the delay and has requested an extension of the construction period. City shall grant the extension unless withheld for good cause.

SECTION V. Liability Insurance

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

(A) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for a warranty period of 2 years,
- (2) Personal and advertising injury,
- (3) Contractual liability, and
- (4) Explosion, collapse, or underground (XCU) hazards.

(B) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

(C) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers' compensation claims.

(D) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

SECTION VI. Indemnity

THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY'S NATURAL GAS SYSTEM, OR IN ANY WAY GROWING OUT OF COMPANY'S EXERCISE OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

SECTION VII. Installation of Meter

If a meter is to be installed in or near the Public Rights-of-Way, Company agrees to discuss with the City's representative the aesthetics of the meter placement and to accommodate the request of City to the maximum extent possible. Company meters and placement thereof must meet all landscaping requirements under the City's Code of Ordinances, as amended. If City requests a meter upgrade, Company will comply so long as City reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VIII. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules, or rates, and charges and service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

SECTION IX. Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION X. Non-Exclusive Use

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and City hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for City and the inhabitants thereof.

SECTION XI. Franchise Fee and Payment

(A) In consideration of the privilege granted by the City to Company to use and occupy the Public Rights-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II(G). The initial payment shall be paid to the City by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2026, and will be based on the calendar year January 1 through December 31, 2025. The final CIAC franchise fee amount under the initial term will be paid on or before April 30, 2036, and will be based on the calendar year January 1 through December 31, 2035.

(D) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees,

bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property and Company's separate obligation to reimburse the City for street repairs in accordance with this Ordinance. Should City not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then City agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(E) If Company fails to pay when due any payment provided for in this section, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

(F) SiEnergy Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the City a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(G) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this section, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(H) Within thirty (30) days after receipt of a request by Company following the effective date of this Ordinance, the City shall provide Company (at the notice address specified in Section XVI) with maps clearly showing the location of the boundaries of the City. Within thirty (30) days after City annexes property into, or de-annexes property from, the territory of City, City shall provide Company (at the notice address specified in Section XVI) with maps clearly showing the location of the boundaries of such annexed or de-annexed property. Within sixty (60) days, or such additional time as mutually agreed to by the City and Company, after Company's receipt of (i) written notice from the City that the City has annexed territory into the City and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the City. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are in any area de-annexed by City shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XII. Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for payments of Gross Revenues associated with this Ordinance for not less than five years.

(B) Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from the City. The City's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance. If such an examination reveals that Company has underpaid the franchise fee to City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and, if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section XI(E). The cost of the audit shall be borne by City unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the City by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by City. The City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION XIII. Renegotiation

If either the City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Company's service territory, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Company to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City.

SECTION XIV. Termination

(A) The City, in accordance with subsection (B) below, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material

provision of this Ordinance (an "Event of Default").

(B) Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIV(C).
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIV(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies pursuant to Section XIV(C).

(C) Remedies. Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIV(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIV(B) or such longer period of time as may be agreed to by the City, either cure such alleged failure or, in a written response to the City, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the City determines that an unexcused "Uncured Event of Default" has occurred, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIV(C). City shall notify Company in writing at least thirty (30) business days in advance of the City Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the City Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XV. Successors and Assigns

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the City sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the City's approval thereof, if required, shall authorize the City to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIV, including the right to terminate the franchise granted herein.

SECTION XVI. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received if sent electronically to the email address provided below, if applicable, and: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the City:

City of Elgin
Attention: City Manager's Office
P.O. Box 591
Elgin, TX 78621
citysecretary@elgintexas.gov

If intended for the Company:
SiEnergy Gas, LLC
Attention: Chief Executive Officer
13215 Bee Cave Pkwy, Suite B-250
Bee Cave, Texas 78738
Travis County, Texas

SECTION XVII. Severability; Amendment; Ordinance Controlling

It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the City expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the City. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the City's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVIII. Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby, or the liabilities or obligations imposed hereunder shall be in the State District Court of Bastrop County, Texas.

SECTION XIX. No Waiver

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XX. Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XXI. Acceptance; Effective Date

The Company has consented to and agrees with this Ordinance via the submission to the City of written acceptance in the form of **Exhibit A** attached hereto and incorporated herein. Subject to the submission to the City of this acceptance, this Ordinance shall become effective

immediately upon final adoption of this Ordinance by the City (such date being the "Effective Date").

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 202__.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

EXHIBIT "A"

SiEnergy Gas, LLC Acceptance of Franchise Ordinance

[DATE]

City of Elgin, Texas
Attention: City Secretary

RE: SiEnergy Gas, LLC Gas franchise; acceptance of ordinance

This letter certifies that SiEnergy Gas, LLC accepts and agrees to be contractually bound by the terms and conditions of an ordinance duly-enacted by the City of Elgin in the form attached hereto as Attachment A (the "Ordinance"). The Ordinance shall be deemed effective as of the date it is duly enacted by the City, with no further action necessary by either the City or SiEnergy.

SIENERGY GAS, LLC

By: _____

Printed Name: _____

Title: _____

SiEnergy Gas, LLC Acceptance of Franchise Ordinance

July 29, 2025

City of Elgin, Texas
Attention: City Secretary

RE: SiEnergy Gas, LLC Gas franchise; acceptance of ordinance

This letter certifies that SiEnergy Gas, LLC accepts and agrees to be contractually bound by the terms and conditions of an ordinance duly-enacted by the City of Elgin in the form attached hereto as Attachment A (the "Ordinance"). The Ordinance shall be deemed effective as of the date it is duly enacted by the City, with no further action necessary by either the City or SiEnergy.

SIENERGY GAS, LLC


By: Dan Croll (Jul 29, 2025 17:12:08 CDT)
Printed Name: Dan Croll
Title: General Counsel

ATTACHMENT A
to
ACCEPTANCE OF FRANCHISE ORDINANCE

ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, GRANTING TO SIENERGY GAS, LLC A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTIES, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Elgin, Texas (hereinafter referred to as “City”), finds that it is in the best interest of the City to adopt a franchise ordinance allowing SiEnergy, Gas, LLC, (“SiEnergy” or “Company”) to furnish and supply gas to the general public in the City, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes.

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

SECTION I. Grant of Franchise, Term, and Use

(A) City hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and City’s consent, to use and occupy the present and future Public Rights-of-Way of the City for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the City, and to sell gas to persons, firms, and corporations, including all the general public, within the City’s corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined herein) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of this Ordinance, it shall be automatically renewed for up to two (2) additional terms of two (2) years each on the same terms and conditions as set forth herein.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the City.

(D) By entering into this Ordinance, the City does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the City. Likewise, Company’s acceptance of the terms of this Ordinance shall in no way affect or impair Company’s rights, obligations or remedies under any federal, state

or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the City, including adoption of ordinances by the City, that Company believes is contrary to this Ordinance or any federal, state or local law or regulation.

SECTION II. Definitions

(A) "Affiliate" shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

(B) "City" shall mean the City of Elgin, Texas.

(C) "Company" shall mean SiEnergy Gas, LLC and its successors and assigns, but does not include a SiEnergy affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XV herein.

(D) "City Manager" shall mean the City Manager of the City or his or her designee.

(E) "Contributions in Aid of Construction" or "CIAC" means monies received by Company for construction of new facilities in the City and facility removal/relocation reimbursements and does not include donated property or reimbursements received for damages to the System.

(F) "Emergency" shall mean sudden and unforeseeable damage to or malfunction of a portion of the System that creates a threat to life, health, or property.

(G) "Gross Revenues" shall mean the operating revenue for the sale of gas after the Effective Date to the Company's customers within the corporate boundaries of the City pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:

- (1) all revenues derived or received, directly or indirectly, by the Company from the sale of gas to all classes of customers in the City (excluding gas sold to another gas utility in the City for resale to its customers within the City);
- (2) all revenues derived or received by the Company from the transportation of gas through the System of Company within the City to customers located within the City (excluding gas transported to another gas utility in the City for resale to its customers within the City);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside

FERC's Gas Market Report" under "Delivered Spot-Gas Prices" (or a successor publication or another publication agreed upon by City and Company) as reasonably near the time as the transportation service is performed;

- (4) franchise fees paid pursuant to Section XI of this Ordinance, CIAC, revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following "miscellaneous charges:"
 - (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the City, and
 - (c) State gross receipts fees.

"Gross Revenues" shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section XI below, any taxes or fees required to be remitted to a third party including the City;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property;
- (v) amounts billed or collected from Company's customers for refundable fees and deposits;
- (vi) State or federal grants, credits or reimbursements;
- (vii) sales of gas for resale or to wholesale customers;
- (viii) reimbursements for damage to, or relocation of, any part of the System; and
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup.

(H) "Ordinance" means this ordinance, as the same may be amended from time to time.

(I) "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the City or any employee, agent, servant, representative, or official of the City.

(J) "Public Right(s)-of-Way" shall mean public streets, roadways, alleys, highways, bridges, public easements, public places, utility access easements, thoroughfares and sidewalks of the City, as they now exist or may be hereafter constructed or extended within the corporate limits of the City. The term includes the area on, below, and above the surface of the Public Right-of-Way. The term applies regardless of whether the Public Right-of-Way is paved or unpaved.

(K) "System" or "System Facilities" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the City.

(L) "Transport Customer" shall mean any Person for which Company delivers gas through the System of Company within the City for delivery or consumption within the City.

SECTION III. Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company's System shall be initially constructed so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) Permits

Company's facilities shall not unreasonably interfere with City-owned public works facilities and with vehicular and pedestrian use of Public Rights-of-Way. Company's operations within the Public Rights-of-Way are at all times subject to Article III, Section 34, Divisions 2 and 3 of the City's Code of Ordinances, as amended. Prior to commencing any work within the Public Rights-of-Way, Company must apply for a permit as required by Article III, Section 34, Division 3 of the City's Code of Ordinances.

(C) Company shall install, maintain, construct, operate, remove and replace System facilities in accordance with applicable City ordinances and to not unreasonably interfere with traffic. Company shall provide advance notice of work performed within the Public Rights-of-Way to each property owner within 200 feet of such work through door hangers, letters, or other written postings. In determining the location of new facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the City, the Company shall minimize interference with then-existing or documented planned underground structures of the City or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of City or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject however to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the City shall be subject to such reasonable rules and regulations of the City as may be authorized by applicable law from time to time for the protection of the general public.

(E) The City's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. City shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Company's excavations in the Public Rights-of-Way are subject to Chapter 34, Article III, Division 2 of the City's Code of Ordinances. Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Rights-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the City of a deficiency, the City may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the City for the reasonable cost of such repair or restoration. Company must notify the City of work initiated in response to an Emergency within twenty-four (24) hours of commencing the construction related to the Emergency. In the event of an Emergency, Company will notify the City in conformance with the requirement set forth in the preceding sentence, and shall respond to such Emergency promptly and in conformance with best industry practice and any and all applicable state and/or federal laws, rules and regulations governing emergency response. Subject to the foregoing, no actions or work undertaken by Company in connection with such Emergency shall be deemed to violate any notice or approval provisions set forth in this Ordinance, including without limitation the public notice requirement set forth in Section III.C.

(G) The City reserves the right to lay, and permit to be laid, any City-owned facilities, such as storm water, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The City also reserves the right to change in any manner any City-owned curb, sidewalk, highway, alley, public way, street, and City-owned utility lines, storm sewers, drainage basins, drainage ditches, and other City facilities.

(H) If City, in constructing, reconstructing, improving, widening, or straightening its Public Right-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Right-of-Way required by the Americans with Disabilities Act, should request that Company remove or relocate its mains, laterals, and other System Facilities lying within Public Right-of-Way, Company shall do so at its own expense for System Facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Company and City shall jointly determine whether System Facilities are in

conflict and the extent that the proposed City facilities are determined by City and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable City ordinances. Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company.

(I) When Company is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Right-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through City, Company costs and expenses shall be included by City in any application by City for reimbursement if Company submits its cost and expense documentation to City prior to the filing of the application. City shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City for City to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, City shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities. If Company is required by City to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer or for projects whose primary purpose is beautification or for any reason other than the construction, reconstruction, improving, widening, or straightening of its Public Right-of-Way, sewers, drainage, water lines, or other utilities by City, Company shall be entitled to reimbursement of the cost and expense of such removal or relocation from the party requesting the removal or relocation.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by City without reimbursement from City, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the City shall have the right to request other project documentation to the full extent provided by state law.

(K) If City abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, City shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If City determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XI, and to the maximum extent of its right to do so, City shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If City determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by City. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by City to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such

relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) Upon request by City made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. Laying of Lines in Advance of Paving

(A) Whenever City shall conclude to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System Facilities, Company will be provided the opportunity, at no expense to City, in advance of such paving to modify such System Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, next to the property lines where buildings are already located.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, City shall give Company written notice of the intention of City to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the City. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the City's discretion, if Company has promptly notified the City of the circumstances that have caused the delay and has requested an extension of the construction period. City shall grant the extension unless withheld for good cause.

SECTION V. Liability Insurance

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

(A) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for a warranty period of 2 years,
- (2) Personal and advertising injury,
- (3) Contractual liability, and
- (4) Explosion, collapse, or underground (XCU) hazards.

(B) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

(C) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the City with a waiver of subrogation for workers' compensation claims.

(D) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

SECTION VI. Indemnity

THE COMPANY, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF THE COMPANY'S NATURAL GAS SYSTEM, OR IN ANY WAY GROWING OUT OF COMPANY'S EXERCISE OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF THE COMPANY OR THE CONTRACTORS, AGENTS OR EMPLOYEES OF THE COMPANY OR ITS SUCCESSORS AND ASSIGNS, AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND THE COMPANY OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

SECTION VII. Installation of Meter

If a meter is to be installed in or near the Public Rights-of-Way, Company agrees to discuss with the City's representative the aesthetics of the meter placement and to accommodate the request of City to the maximum extent possible. Company meters and placement thereof must meet all landscaping requirements under the City's Code of Ordinances, as amended. If City requests a meter upgrade, Company will comply so long as City reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VIII. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules, or rates, and charges and

service rules and regulations applicable to the City. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

SECTION IX. Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION X. Non-Exclusive Use

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and City hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for City and the inhabitants thereof.

SECTION XI. Franchise Fee and Payment

(A) In consideration of the privilege granted by the City to Company to use and occupy the Public Rights-of-Way in the City for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to City, and City agrees to accept, a franchise fee in an amount equivalent to five percent (5%) of the Company's Gross Revenues as defined in Section II(G). The initial payment shall be paid to the City by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2026, and will be based on the calendar year January 1 through December 31, 2025. The final CIAC franchise fee amount under the initial term will be paid on or before April 30, 2036, and will be based on the calendar year January 1 through December 31, 2035.

(D) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property and Company's separate obligation to reimburse the City for street repairs in accordance with this Ordinance. Should City not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges, then City agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(E) If Company fails to pay when due any payment provided for in this section, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by City.

(F) SÍEnergy Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the City a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(G) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this section, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(H) Within thirty (30) days after receipt of a request by Company following the effective date of this Ordinance, the City shall provide Company (at the notice address specified in Section XVI) with maps clearly showing the location of the boundaries of the City. Within thirty (30) days after City annexes property into, or de-annexes property from, the territory of City, City shall provide Company (at the notice address specified in Section XVI) with maps clearly showing the location of the boundaries of such annexed or de-annexed property. Within sixty (60) days, or such additional time as mutually agreed to by the City and Company, after Company's receipt of (i) written notice from the City that the City has annexed territory into the City and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the City. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are in any area de-annexed by City shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XII. Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for payments of Gross Revenues associated with this Ordinance for not less than five years.

(B) Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from the City. The City's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance. If such an examination reveals that Company has underpaid the franchise fee to City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of City's claim and, if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with Section XI(E). The cost of the audit shall be borne by City unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the City by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by City. The City shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information to allow Company adequate time to pursue available remedies for protection. If the City receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, City will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The City also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the City to withhold the information.

SECTION XIII. Renegotiation

If either the City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Company's service territory, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Company to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City.

SECTION XIV. Termination

(A) The City, in accordance with subsection (B) below, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an "Event of Default").

(B) Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to City or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIV(C).
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to City or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the City) after receipt of written notice from City of an occurrence of such Event of Default to cure same before City may exercise any of its rights or remedies pursuant to Section XIV(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle City to exercise the remedies pursuant to Section XIV(C).

(C) Remedies. Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIV(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIV(B) or such longer period of time as may be agreed to by the City, either cure such alleged failure or, in a written response to the City, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not forthcoming or the City determines that an unexcused "Uncured Event of Default" has occurred, City shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of City and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different

times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, City shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIV(C). City shall notify Company in writing at least thirty (30) business days in advance of the City Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the City Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the City Council's decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the City Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XV. Successors and Assigns

Company's rights under this Ordinance shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the City sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the City's approval thereof, if required, shall authorize the City to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIV, including the right to terminate the franchise granted herein.

SECTION XVI. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received if sent electronically to the email address provided below, if applicable, and: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the City:
City of Elgin
Attention: City Manager's Office
P.O. Box 591

Elgin, TX 78621
citysecretary@elgintexas.gov

If intended for the Company:
SiEnergy Gas, LLC
Attention: Chief Executive Officer
13215 Bee Cave Pkwy, Suite B-250
Bee Cave, Texas 78738
Travis County, Texas

SECTION XVII. Severability; Amendment; Ordinance Controlling

It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. Both the Company and the City expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the City. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the City's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVIII. Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby, or the liabilities or obligations imposed hereunder shall be in the State District Court of Bastrop County, Texas.

SECTION XIX. No Waiver

Either City or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XX. Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XXI. Acceptance; Effective Date

The Company has consented to and agrees with this Ordinance via the submission to the City of written acceptance in the form of **Exhibit A** attached hereto and incorporated herein.

Subject to the submission to the City of this acceptance, this Ordinance shall become effective immediately upon final adoption of this Ordinance by the City (such date being the "Effective Date").

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 202__.

APPROVED:

ATTEST:

APPROVED AS TO FORM:

EXHIBIT "A"

SiEnergy Gas, LLC Acceptance of Franchise Ordinance

[DATE]

City of Elgin, Texas
Attention: City Secretary

RE: SiEnergy Gas, LLC Gas franchise; acceptance of ordinance

This letter certifies that SiEnergy Gas, LLC accepts and agrees to be contractually bound by the terms and conditions of an ordinance duly-enacted by the City of Elgin in the form attached hereto as Attachment A (the "Ordinance"). The Ordinance shall be deemed effective as of the date it is duly enacted by the City, with no further action necessary by either the City or SiEnergy.

SIENERGY GAS, LLC

By: _____

Printed Name: _____

Title: _____

SiEnergy Acceptance of Elgin Franchise Agreement - 07.29.2025

Final Audit Report

2025-07-29

Created:	2025-07-29
By:	Peter Jetty (peterjetty@sienergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABRKcTfWr7YDKr-ZPi31uKhk0Y6ND0eHV

"SiEnergy Acceptance of Elgin Franchise Agreement - 07.29.2025" History

-  Document created by Peter Jetty (peterjetty@sienergy.com)
2025-07-29 - 10:09:06 PM GMT
-  Document emailed to Dan Croll (dancroll@sienergy.com) for signature
2025-07-29 - 10:09:12 PM GMT
-  Email viewed by Dan Croll (dancroll@sienergy.com)
2025-07-29 - 10:11:44 PM GMT
-  Document e-signed by Dan Croll (dancroll@sienergy.com)
Signature Date: 2025-07-29 - 10:12:08 PM GMT - Time Source: server
-  Agreement completed.
2025-07-29 - 10:12:08 PM GMT



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Consideration and possible action to appoint a new City Manager and approve an employment agreement and severance agreement.

DEPARTMENT: Executive

PROPOSED ACTION: Possible approval of an employment agreement and severance agreement

BACKGROUND:
None.

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

RECOMMENDATION:
None.

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.