



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
December 16, 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 HEARING

- 1. PUBLIC HEARING ON AN ORDINANCE ANNEXING A 10.108-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF "PDD" PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (PERRY)**

VI. PUBLIC COMMENT

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

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

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

VII. ANNOUNCEMENTS

- 1. Chief Noble's Update on Shop with a Cop, Operation Turkey, and the First Annual Badges and Bags: First Responder Food Drive**
- 2. Parks and Recreation Polar Bear Plunge Saturday, January 3rd at Morris Memorial Pool**
- 3. Family Movie Night Friday, December 19th at Elgin Public Library**
- 4. Stocking Stuffer Saturday, December 20th at Downtown Elgin**

VIII. PRESENTATION

- 1. City Manager Oath of Office**
- 2. BCPHD Advisory Board Update by Elgin Representative Roger Adams**

IX. CITY MANAGERS REPORT

- 1. Direction to Staff to Set the Second Monthly Meetings for the City Council in 2026**
- 2. Special Events Permitting Process Adoption**

X. CONSENT AGENDA

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

- 1. City Council Regular Meeting Minutes - November 17, 2025**
- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ADOPTING A WRITTEN INVESTMENT POLICY AND INVESTMENT STRATEGY REGARDING THE INVESTMENT OF CITY FUNDS; DESIGNATING THE CITY'S INVESTMENT OFFICER(S); TO BE EFFECTIVE DECEMBER 16, 2025 AND PROVIDING FOR RELATED MATTERS. (Sanders)**

XI. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND AV ELGIN 46, LP, AV ELGIN 46 QOF, LP, AND**

**MRRM QOZP LP AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT.
(FRYE)**

- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE WORK AUTHORIZATION NO. 3 WITH GRADIENT LEADERSHIP SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO
(Sanders)**
- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO AWARD THE NEGOTIATED PROFESSIONAL SERVICES CONTRACT AWARD TO LOGIC COMPENSATION GROUP FOR THE CITY'S COMPENSATION AND BENEFITS STUDY FOR THE CITY OF ELGIN, TEXAS. (Sanders)**
- 4. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ADOPTING THE TEN TEXAS TRAITS OF GOOD GOVERNMENT AS GUIDING PRINCIPLES FOR CITY COUNCIL, COMMITTEES AND ADVISORY COUNCILS, OFFICIALS, EMPLOYEES, AND CONTRACTED EMPLOYEES; PROVIDING FOR IMPLEMENTATION AND APPLICATION; ESTABLISHING STANDARDS FOR CONDUCT AND GOVERNANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
(Eads)**
- 5. AN ORDINANCE ANNEXING A 133.6470-ACRE AND A 40.363-ACRE TRACT OF LAND TOTALING 174.01 ACRES, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF "PDD" PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (PERRY)**
- 6. AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (Perry)**
- 7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES (THE "DEVELOPER") AND THE ALTESSA MUNICIPAL UTILITY DISTRICT (THE "DISTRICT") AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)**
- 8. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR RELATED MATTERS. (Eads)**

XII. 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. **Consultation with Attorney Regarding Lund Farm Items: Pursuant to Section 551.071, the City Council will consult with the City Attorney regarding legal issues related to the Lund Farm Development Agreement Amendment and proposed annexation of the 10.108-acre tract.**
2. **Executive Session pursuant to Texas Government Code §551.071 to consult with the City Attorney regarding a potential claim and related legal issues.**

XIII. RECONVENE

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

XIV. NEW BUSINESS SECTION 2

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, A TEXAS LIMITED LIABILITY COMPANY AND LUND FARM MUNICIPAL UTILITY DISTRICT, A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS AMENDING SECTION 2.03 (ANNEXATION) AND ADDING SECTION 2.05 (DISANNEXATION) AND SECTION 2.06 (INDEMNIFICATION) AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)**
2. **AN ORDINANCE ANNEXING A 10.108-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF “PDD” PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (PERRY)**
3. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (Perry)**

XV. 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, December 10, 2025, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in dark ink, appearing to read "Peyton Standifer". The signature is stylized with a large, looped initial "P" and a cursive "Standifer".

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON AN ORDINANCE ANNEXING A 10.108-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF "PDD" PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (PERRY)

DEPARTMENT: Development Services

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

BACKGROUND:

The owner of the 10.108 acre territory has submitted a petition for annexation. This territory is located in Travis County along the east side of County Line Road and within the Lund Farm limited purpose annexation area. State law requires one public hearing before adoption of the annexation ordinance.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Ordinance Annexing 10.108 acres and granting PDD zoning
2. Petition for Voluntary Annexation into City of Elgin Texas_signed and notarized
3. Exhibit "B" Service Plan for Lund Farm
4. 10.108-acre Annexation Vicinity Map

{ } 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.

ORDINANCE NO. 2025-12-16-

AN ORDINANCE ANNEXING A 10.108-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF “PDD” PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, §43.0671 of the Texas Local Government Code and Article II of the Charter of the City of Elgin, Texas, an incorporated city, authorizes the annexation of territory on request of property owners, subject to the laws of this state, and

WHEREAS, a petition for voluntary annexation and permanent zoning has been received from Lund Farm Investment LLC, the owner of 10.108 acres of land located in Travis County and being portions of Travis County Appraisal District Parcel Nos. 358788 and 358784, the property being more fully described in Exhibit “A”, and

WHEREAS, the City Council has previously approved a Development and Consent Agreement dated October 19, 2023, and an Amended and Restated Development and Consent Agreement dated April 15, 2025, between the City of Elgin, Texas and Lund Farm Investment LLC, Lund Farm Municipal Utility District, and Judith and Michael Lundgren; and

WHEREAS, the City Council has now approved the First Amendment to the Amended and Restated Development and Consent Agreement allowing for annexation of the portions of the Property, and

WHEREAS, the City of Elgin and Lund Farm Investment LLC, and Lund Farm Municipal Utility District now wish to convert the Development Agreement into a Planned Development District (PDD) for the 10.108 acres to be fully annexed, and

WHEREAS, on December 16, 2025, after proper notification, the City Council held a public hearing on the proposed annexation and permanent zoning, and

WHEREAS, the City Council determined that the annexation and permanent zoning provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Elgin, Texas, and the laws of this state have been duly followed,

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

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

The property described in Exhibit “A” is hereby annexed to the City of Elgin, Travis County, Texas, and that the boundary limits of the City of Elgin are hereby extended to include the above described territory within the city limits of the City of Elgin, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Elgin and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

III.

A service plan or agreement for the area is hereby adopted and attached as Exhibit “B”.

IV.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit “A” is classified as “PDD” Planned Development District.

V.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

VI.

That this Ordinance shall become effective after its passage.

VII.

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

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

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

VIII.

The City Secretary is hereby directed to file with the County Clerk of Travis, Texas, a certified copy of this ordinance.

READ, PASSED, AND ADOPTED this 16th day of December 2025.

THERESA Y. MCSHAN, Mayor

ATTEST:

PEYTON STANDIFER, City Secretary

**PETITION FOR VOLUNTARY ANNEXATION
INTO THE CITY OF ELGIN, TEXAS**

Pursuant to the provisions of Section 43.0671 of the Local Government Code and our agreement with the City of Elgin under the provisions of Section 212.172 of the Local Government Code, Lund Farm Investment LLC requests voluntary annexation in the City of Elgin, Texas of the following described property attached as Exhibit "A."

EXECUTED on this 15 day of October, 2025.

Jing Liu
Printed Name: Jinsong Liu

Printed Name: _____

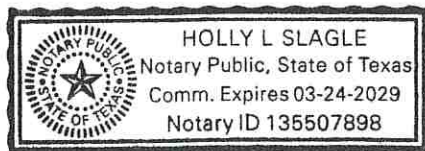
Printed Name: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 15 day of October, 2025, by Jinsong Liu.

Holly L. Slagle
Notary Public, State of Texas

[Notary Seal]



METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 10.108 ACRE TRACT OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 569.717 ACRE TRACT OF LAND AS CONVEYED TO LUND FARM INVESTMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202126260 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND AS RECORDED IN DOCUMENT NUMBER 2021269398 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 10.108 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the east right-of-way line of County Line Road (no deed reference found), at an the most westerly southwest corner of the above described Lund Farm Investment 569.717-acre tract, and at the northwest corner of a called 13.471 acre tract of land as conveyed to Lund Farm Investment, LLC by Special Warranty Deed recorded in Document Number 202511891 of the Official Public Records of Bastrop County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the east right-of-way line of County Line Road, at the most westerly corner of said Lund Farm Investment 13.417-acre tract bears, S 27°06'52" W a distance of 745.98 feet;

THENCE, with the east right-of-way line of said County Line Road and the west line of said Lund Farm Investment 569.717-acre tract, N 27°10'05" E a distance of 1,071.28 feet to a calculated angle point;

THENCE, continuing with the east right-of-way line of said County Line Road and the west line of said Lund Farm Investment 569.717-acre tract, N 27°14'54" E a distance of 249.69 feet to a calculated point for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found at the intersection with the south right-of-way line of said Lund Road, at the northwest corner of said Lund Farm Investment 569.717-acre tract bears, N 27°14'54" E a distance of 3,477.71 feet;

THENCE, leaving the east right-of-way line of said County Line Road over and across said Lund Farm Investment 569.717-acre tract, S 63°21'06" E a distance of 14.45 feet to a calculated point of curvature of a curve to the left;

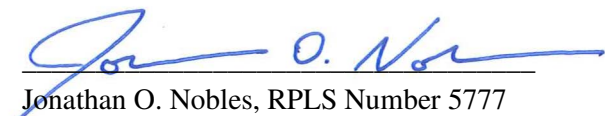
THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract along said curve to the left an arc distance of 237.72 feet, having a radius of 370.00 feet, a central angle of 36°48'41" and a chord which bears S 82°22'56" E a distance of 233.65 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract, along said curve to the right an arc distance of 77.47 feet, having a radius of 1,011.00 feet, a central angle of 4°23'25" and a chord which bears N 81°24'55" E a distance of 77.45 feet to a calculated point on the approximate east line of Travis County, Texas, being the approximate west line of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract with the approximate common line of said Travis County and Bastrop County, S 25°16'30" W a distance of 1,447.50 feet to a calculated point on the south line of said Lund Farm Investment 569.717-acre tract, and on the north line of said Lund Farm Investment 13.471-acre tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found at an interior corner of said Lund Farm Investment 569.717-acre tract, and at the northeast corner of said Lund Farm Investment 13.417-acre tract bears, S 62°28'20" E a distance of 637.50 feet;

THENCE, leaving the approximate common line of said Travis County and Bastrop County, with a south line of said Lund Farm Investment 569.717-acre tract, and a north line of said Lund Farm Investment 13.417-acre tract, N 62°28'20" W a distance of 345.66 feet to the **POINT OF BEGINNING** and containing 10.108 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on August 19, 2025 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. This document was prepared under 22 Texas Administrative Code §138.95 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Jonathan O. Nobles, RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, Texas 78728

Telephone: 512-879-0400

TBPLS Licensed Surveying Firm Number 10106500



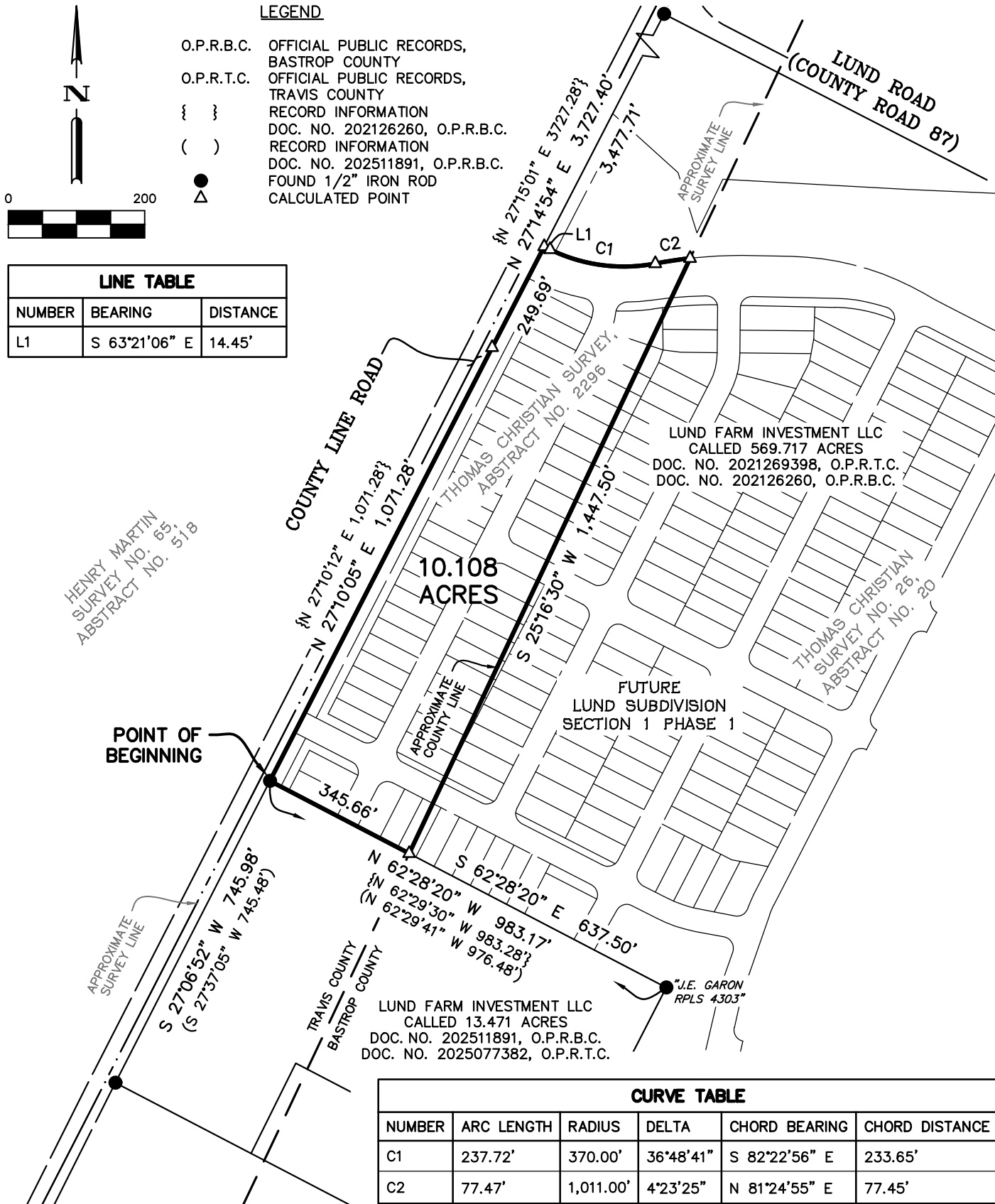
09/19/2025

Date

Client: Lund Farm Investment, LLC

Date: September 19, 2025

Job No: 13402-00



SCALE: 1"=300'

SHEET 3

OF 3

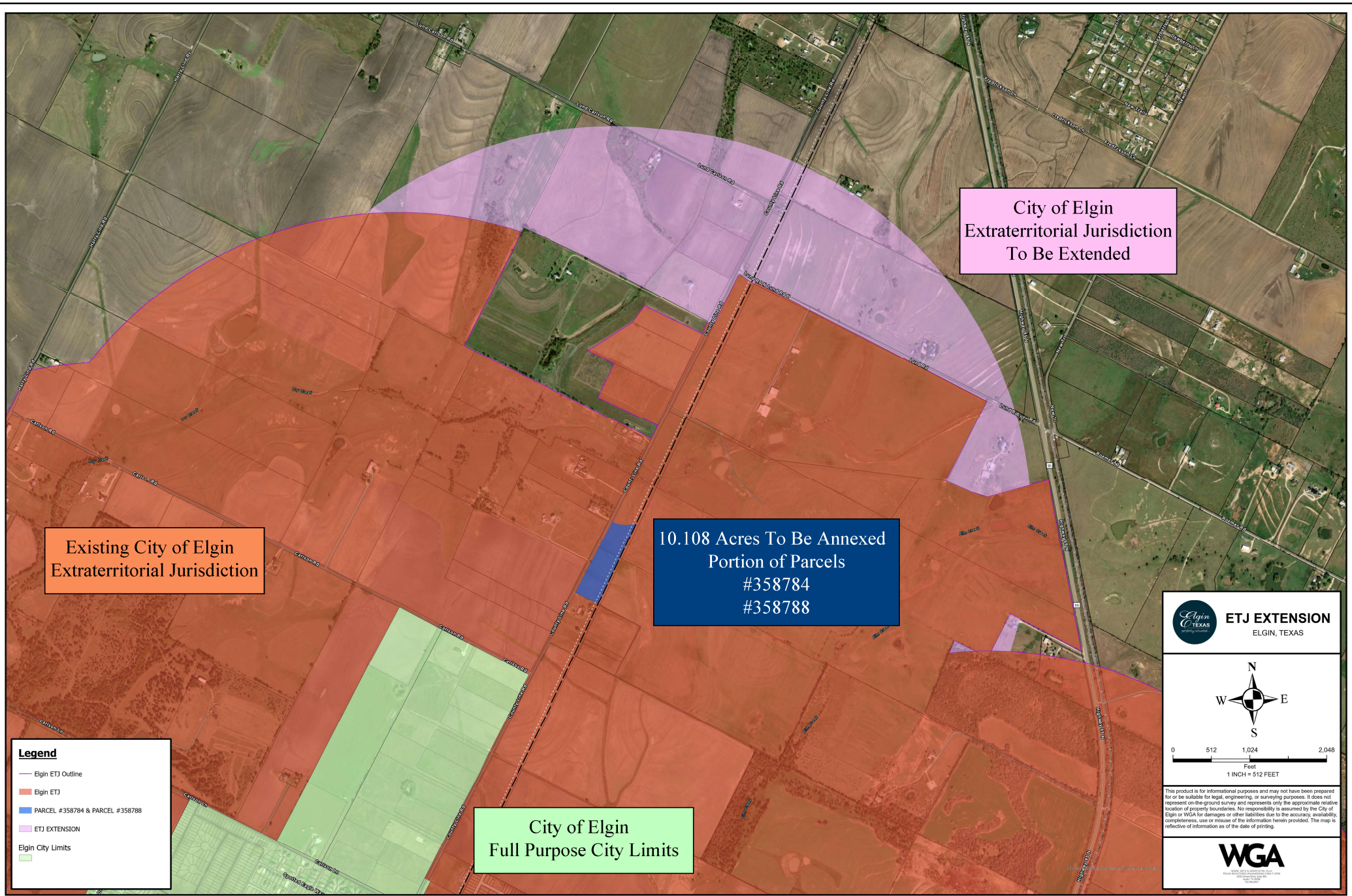
Copyright 2025

Exhibit “B”

10.108 Acres

PROVISION OF SERVICES PLAN

Date:	December 1, 2025
Annexation Area:	10.108 Acres of land, situated in the Thomas Christian Survey No. 26, Abstract No. 2296, Travis County, Texas (Portions of TCAD Parcel #358788 and 358784)
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Lund Farm Municipal Utility District serves this area with water services. All new installations will be made in accordance with Lund Farm MUD requirements.
2. Sewer Service	City of Elgin will provide wholesale wastewater services through the existing County Line Lift Station.
3. Fire Protection	Bastrop/Travis Counties ESD 1 North Bastrop County Fire Rescue serves this area.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste Collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	None by the City of Elgin



City of Elgin
Extraterritorial Jurisdiction
To Be Extended

Existing City of Elgin
Extraterritorial Jurisdiction

10.108 Acres To Be Annexed
Portion of Parcels
#358784
#358788

City of Elgin
Full Purpose City Limits

Legend

- Elgin ETJ Outline
- Elgin ETJ
- PARCEL #358784 & PARCEL #358788
- ETJ EXTENSION
- Elgin City Limits



ETJ EXTENSION
ELGIN, TEXAS



0 512 1,024 2,048
Feet
1 INCH = 512 FEET

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Elgin or WGA for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided. The map is reflective of information as of the date of printing.



WGA
10000 W. 10th Street, Suite 100
Elgin, Texas 78742
Phone: 512.781.1234
Fax: 512.781.1235
www.wga.com



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Manager Oath of Office

DEPARTMENT: Executive

PROPOSED ACTION: None.

BACKGROUND:

Mayor McShan and the City Council have determined that they would like the City Manager to take an Oath of Office.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. City Manager Oath of Office

{ } 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.



CITY OF ELGIN



OATH OF OFFICE

I, Robert Alexander Eads, do solemnly swear that I will faithfully execute the duties of the office of City Manager and will, to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, and the City Charter and Ordinances of the City of Elgin so help me God.

Robert A. Eads, City Manager
City of Elgin, Texas

Theresa Y. McShan, Mayor
City of Elgin, Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: BCPHD Advisory Board Update by Elgin Representative Roger Adams

DEPARTMENT: Executive

PROPOSED ACTION: None.

BACKGROUND:

Mr. Roger Adams is the City of Elgin's appointed representative for the Bastrop County Advisory Board of Health, and he was recently reappointed on December 3rd. Each representative is encouraged to provide an update or report to the entity they are representing.

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 not be making a presentation. Mr. Roger Adams will be making a presentation to Council.

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: Direction to Staff to Set the Second Monthly Meetings for the City Council in 2026

DEPARTMENT: Executive

PROPOSED ACTION: Direct the City Secretary to schedule the second monthly City Council meetings desired by the Council for the 2026 calendar year.

BACKGROUND:

On December 2nd, the City Council scheduled the required monthly meeting by Ordinance, as required by the Elgin City Charter. The City Council typically schedules a second monthly meeting for January through October. Meetings are typically set with the required monthly meeting on the first Tuesday of the month, and a second meeting on the third Tuesday of the month.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends that the Council direct the City Manager and City Secretary to set the second monthly meeting dates of the City Council for the 2026 calendar year.

ATTACHMENTS:

1. Proposed SECOND 2026 Meeting Dates

{ } 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.

 City Holiday

 Adopted Required Monthly Meeting Date

2026

 Proposed SECOND Monthly Meeting Date

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Special Events Permitting Process Adoption

DEPARTMENT: Executive

PROPOSED ACTION: Implement a formal application process for special events and fee waivers.

BACKGROUND:

At the December 2nd City Council meeting, the permitting process for Special Events was proposed. The Council requested that they be given time to review the permitting process, and have the item brought back for the December 16th meeting.

The City of Elgin frequently receives requests from community organizations, nonprofits, and private groups to host events on City property. Many of these requests include the use of City facilities, equipment, and staff resources. The current process for submitting and reviewing these requests lacks uniformity, creating challenges in budgeting, scheduling, and ensuring equitable treatment of applicants. Below is the process that has been developed by City staff to address the challenges:

1. Standardized Application Form with Submission Deadlines
 - Available online and at City Hall.
 - Includes event details, anticipated attendance, location, date/time, equipment/staff needs, and safety/security plans.
 - Applications due a minimum of 90 days prior to the event date.
2. Fee Waiver Requests
 - Must be included as part of the initial application.
 - Applicants must demonstrate they meet the established standards.
 - A rubric will be established for Council or staff to evaluate waiver eligibility.
3. Review and Approval Process
 - Applications reviewed by staff for completeness and operational feasibility.
 - Staff provides a recommendation to City Council for fee waiver requests or events requiring city resources.
 - Routine or low-impact events may be approved under staff authority.
4. Cost Recovery & Equity
 - All event organizers are required to pay the \$25 application fee.
 - Event organizers will be responsible for direct costs unless eligible for and requesting a fee waiver.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends adoption of the Special Events Permitting Process as it was proposed.

ATTACHMENTS:

1. Process for Non-City Special Event Applications - Staff
2. Special Event Fee Waiver Rubric - City Council
3. Special Event Summary - Customer Facing
4. 12.02.2025 Memo - Special Event Process and Rubric
5. 2025 COE Special Event Permit

{ } 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.

Process for Non-City Sponsored Special Event Applications

Applicant Process: Application

- Submit Special Event Application (Minimum of 90 days before event date)
community@elgintexas.gov
- Submit supplemental information (Minimum of 90 days before event date):
 - Solid Waste Plan/Portable Toilets (Municode Sec. 28-90)
 - Traffic Plan (Municode Sec. 28-92)
 - Sound Policy (Municode Sec. 28-94)
 - Safety and Security Plan (Municode Sec. 28-95)
 - Detailed Site Plan (Municode Sec. 28-97)
 - Copy of Premises Liability Insurance Policy in the amount of \$1,000,000 naming the City of Elgin as an additionally insured.
 - Copy of Liquor Liability Insurance Policy in the amount of \$500,000 naming the City of Elgin as an additionally insured if serving alcohol at the event.
- Pay Special Event Application fee at time of submission.
 - Special Event Application Fee can be found in the City of Elgin Fee Schedule.
 - Payment can be made online or at the City of Elgin Recreation Center, 361 N. Hwy 95.
 - If payment is not received at time of application, the application will not be processed.
- Answer questions from City Staff regarding application in a timely manner.
- Be present at City Council Meeting where the event is considered by Council to answer questions if necessary.

Applicant Process: Post Approval

- Pay associated fees as calculated by City Staff, including but not limited to park rentals, street closure fees and support staff fees.
 - Payment can be made online or at the City of Elgin Recreation Center, 361 N. Hwy 95.
- Provide event notifications to residents within 200 feet of the event site a minimum of 30 calendar days prior to the first date of the event:
 - Acceptable notification forms include:
 - Letters mailed to residents.
 - Letters dropped off at resident's addresses, hand delivered.
 - Emails to residents.
 - Voicemails left on resident's phones.
 - Submit copy of all notifications to the City of Elgin.
 - Notifications must include date(s) and time(s) of the event, a map showing the closure(s) and applicant contact information.
- List the City of Elgin as a donor, sponsor or co-host on all promotional materials as applicable.
- Organizations receiving a fee waiver will still be required to pay a deposit on park and facility rentals.
 - Deposit will be refunded as applicable post-event.

- After the event is complete, fill out the City of Elgin post event evaluation to communicate a summary of the success of the event.

City Staff Process

Special Event Applications and Fee Waiver requests will be processed via email through community@elgintexas.gov.

1. Once a Special Event Application has been received, confirm that payment of the application fee has been received.
 - a. If there is no receipt attached to the application with the payment, send an invoice to the event coordinator listed on the application.
 - b. Applications will not be processed until payment has been received.
2. Set a meeting with relevant departments for review:
 - a. Public Works: michael.gonzalez@elgintexas.gov
 - b. Police Department: todd.johnson@elgintexas.gov and chris.noble@elgintexas.gov
 - c. Parks & Recreation: parks@elgintexas.gov
 - d. Main Street: Kristina.alvarez@elgintexas.gov
3. If there are any questions or concerns, reach out to the event organizer to address.
4. Based on application and clarification from event organizer, create an invoice for total cost of the event based on the City of Elgin approved Fee Schedule.
5. Based on the application and supplemental information, create a summary page for City Council to review.
 - a. Include the following information:
 - i. Application Organization/Individual.
 - ii. Event Name.
 - iii. Event Dates/Times.
 - iv. Event Location.
 - v. Map
 - vi. Event Description.
 - vii. Fee Calculation Table.
6. If the applicant is seeking a fee waiver:
 - a. Review application to determine if the event meets the following requirements for fee waiver:
 - i. Is a benefit to the whole community with no barriers to participation; or
 - ii. Is an event that the City of Elgin is co-hosting for the community; or
 - iii. Does not charge a fee for participants; AND
 - iv. The primary intent of the event cannot be to raise funds for the operational costs of the event organizer. Exceptions can be made for events raising funds for charity.
 - b. If the event is eligible for fee waiver, take completed application and all relevant information to the City Manager/City Secretary for review.
 - c. Once the City Manager/City Secretary has reviewed and approved the application, schedule for review by City Council:
 - i. Submit a place holder on the City Council Agenda when you receive the Special Event Application.
 - ii. Using the attached document, follow the steps to complete the agenda item.

- iii. Let the Organization know which upcoming City Council agenda will include their event so a representative can be present to answer questions.
 - d. Once City Council has reviewed the application and either approved or denied the request, email the event organizer with confirmation of the decision and next steps.
- 7. If the applicant is not seeking a fee waiver, or is not eligible for a fee waiver, send them the updated invoice for payment.
 - a. Payment can be made online or at the Elgin Recreation Center, 361 N. Hwy 95.
- 8. Follow up to ensure that event organizers have provided event notifications to residents within 200 feet of the event site.
- 9. Email a high-resolution graphic of the City of Elgin logo to the event organizer to be included in all promotional materials by the event organizer if the City of Elgin is a sponsor.
- 10. Submit event information to Public Information Officer for press release if applicable.
- 11. Submit event information to Communications Team for posting notice online if applicable.

Special Event Fee Waiver Rubric

The City of Elgin values community events that bring people together, celebrate heritage, and enhance quality of life. To make sure fee waivers are applied fairly, the City Council and staff use a rubric (scoring tool) when reviewing applications.

Applications will be reviewed in the following areas:

1. Community Benefit
 - Does the event strengthen community pride or connection?
 - Is it free for residents?
2. Alignment with City Goals
 - Does the event support Elgin's goals such as culture, tourism, economic vitality, or wellness?
 - Will it positively represent Elgin to visitors?
3. Public Impact & Participation
 - How many people are expected to attend?
 - Does the event include diverse age groups and communities?
4. Organizational Status & Capacity
 - Is the applicant a nonprofit, school, or civic group?
 - Can the group demonstrate the ability to safely manage the event?
5. Use of City Resources
 - How much staff time, equipment, or facilities are needed?
 - Will the applicant share costs or provide in-kind support?

Scoring: Each category is scored from 0 (does not meet) to 5 (excellent match).

- High scores (24–30 points) are most likely to receive a waiver.
- Moderate scores (18–23 points) may be approved at Council discretion.
- Low scores (0–17 points) are unlikely to receive a waiver.

City Council Member: _____

Applying Organization: _____

Event Name: _____

Ranking: Each category is scored from 0 (does not meet) to 5 (excellent match).

	0	1	2	3	4	5
Community Benefit						
Alignment with City Goals						
Public Impact & Participation						
Organizational Status & Capacity						
Use of Resources						

Special Event & Fee Waiver Summary

The City of Elgin permitting process has been established to create a streamlined approach to the planning, review, and on-site management of events in the city.

Activity Requiring a Special Event Permit

Special Events are events that...

- Have 50 or more attendees per day at a city facility or park.
- Impact a city street, sidewalk, alley, walkway, or other city public right-of-way.
- Impact access to any businesses or residents.
- Meet any of the following conditions:
 - Are temporary
 - Involve 50 or more attendees per day
 - Are inconsistent with the permanent use to which the property may legally be used, or the occupancy levels permitted on the property, and include one of the following:
 - Temporary structures, including, but not limited to: tents, stages, or fences
 - Sound equipment in an area not fully enclosed by permanent, solid walls, and roof
 - Provision of food or beverages, including alcohol
 - Involve a Fee Waiver request by the organizer.

Things to Know Before You Plan

- Review the current Fee Schedule to see associated costs for rental facilities, parks, police or public works support.
- Park hours are Dawn - 10PM unless approved by City Council. Any time a park is utilized for an event, including setting up and tearing down, the park needs to be rented.
 - Please note: If you will have tents set up, portable toilets delivered, etc. the day before your event date, you will need to rent the space.
- Applications are charged an application processing fee at the time of application submittal, regardless of fee waiver request status.
 - Payment can be made online or at the Elgin Recreation Center, 361 N. HWY 95.
 - If payment is not received at time of application, the application will not be processed.
- Applications must include the following at the time of submission:
 - Solid Waste Plan/Portable Toilets (Municode Sec. 28-90)
 - Traffic Plan (Municode Sec. 28-92)
 - Sound Policy (Municode Sec. 28-94)
 - Safety and Security Plan (Municode Sec. 28-95)
 - Detailed Site Plan (Municode Sec. 28-97)
 - Copy of Premises Liability Insurance Policy in the amount of \$1,000,000 naming the City of Elgin as an additionally insured.
 - Copy of Liquor Liability Insurance Policy in the amount of \$500,000 naming the City of Elgin as an additionally insured if serving alcohol at the event.
- Special Events organizers requesting a Fee Waiver must:
 - Follow the Fee Waiver requirements
 - Submit an application no later than 90 days before the start date of the event.

- Have a representative available to answer questions at the City Council meeting the waiver is being considered on.
- Event organizers must ensure that all vendors:
 - Post required, current, valid permits in a visible location.
 - Are prepared for fire and health inspections at any time during the event.
 - Adhere to all fire and safety requirements (Municode Sec. 8-157.104., Sec. 8-157.105, Sec. 8-157.108., Sec. 8-157.109. and Sec. 8-157.110.)
- If a police presence is determined to be necessary by either the organizer or the City of Elgin, the rate will be charged according to the information found here: <https://www.elgintexas.gov/1205/Hire-an-Off-Duty-Police-Officer>
 - The suggested number of officers needed to adequately staff an event will be provided within 30 days of receipt of the event organizer's request.
 - All costs and/or expenses for EPD personnel/equipment for a non-city event (estimated or actual) will be coordinated through Off Duty Management, Inc.
 - Scheduling requests for EPD officers at any non-city event will be coordinated through Off Duty Management, Inc.
- Submission of a Special Event Application does not guarantee approval of event or reservation of event dates. City of Elgin has final decision on approved events and dates.
- After the event is complete, the City of Elgin will request a post event evaluation to communicate a summary of the success of the event.

Fee Waivers Requirements

- To be eligible for a fee waiver from City Council, the event must meet one of the following conditions:
 - Be a benefit to the whole community with no barriers to participation (No membership requirement, entry fee, etc.); or
 - Be an event that the City of Elgin is co-hosting for the community (ex. Juneteenth Festival); or
 - Does not charge a fee for participation; and
 - The primary intent of the event cannot be to raise funds for the operational costs of the event organizer. Exceptions can be made for events raising funds for charity.
 - Submit a Special Event Application no later than 90 days before the date of the event.
 - Have a representative available to answer questions at the City Council meeting the waiver is being considered on.
- In exchange for a fee waiver, the City of Elgin:
 - Will be listed as a donor, sponsor or co-host on all promotional materials as applicable with the City of Elgin logo visible on marketing materials.
- The organization will still be required to pay a deposit on park and facility rentals. The deposit will be refunded as applicable post-event following existing city procedures.

Special Event Fee Waiver Rubric

The City of Elgin values community events that bring people together, celebrate our heritage, and enhance quality of life. To make sure fee waivers are applied fairly, the City Council and staff use a rubric (scoring tool) when reviewing applications.

Your application will be reviewed in the following areas:

1. Community Benefit
 - Does the event strengthen community pride or connection?
 - Is it free or affordable for residents?
2. Alignment with City Goals
 - Does the event support Elgin's goals such as culture, tourism, economic vitality, or wellness?
 - Will it positively represent Elgin to visitors?
3. Public Impact & Participation
 - How many people are expected to attend?
 - Does the event include diverse age groups and communities?
4. Organizational Status & Capacity
 - Is the applicant a nonprofit, school, or civic group?
 - Can the group demonstrate the ability to safely manage the event?
5. Use of City Resources
 - How much staff time, equipment, or facilities are needed?
 - Will the applicant share costs or provide in-kind support?

Scoring: Each category is scored from 0 (does not meet) to 5 (excellent match).

Notification Requirements

Special events can significantly impact residents and businesses. For any events that require residents or businesses to use alternative access routes, have their normal parking spaces removed, or shift their schedules around the activity, event organizers must:

- Provide event notifications to residents within 200 feet of the event site a minimum of 30 calendar days prior to the first date of the event:
 - Acceptable notification forms are:
 - Letters mailed to residences.
 - Letters dropped off at residence addresses, hand delivered.
 - Emailed to residents.
 - Phone call with verbal communication to resident or voicemail left.
- Submit copy of all notifications to the City of Elgin.
- Notifications must include date(s) and time(s) of the event, a map showing the closure(s) and applicant contact information.

Supplemental Information

The following information must be submitted at the time of application, a minimum of 90 days before event date.

Solid Waste Plan/Portable Toilets (Municode Sec. 28-90)

A solid waste plan includes number and type of portable toilets, location, delivery and removal dates, trash collection locations and trash receptacle removal time frame.

Traffic Plan (Municode Sec. 28-92)

The traffic and parking plan shows street closures, parking and motorized vehicles on park grounds. Event planners shall provide a plan for reducing the number of vehicles utilized during the event and minimizing the number of vehicle trips made on parkland and minimizing the event's impact on business districts and/or residential neighborhoods. Any plans involving TXDOT roadways must be filed a minimum of 60 days prior to the event with the City and TXDOT.

Sound Policy (Municode Sec. 28-94)

City Noise Ordinance (Sec. 16-82 and 28-94) defines noise as any sound of a level and duration that would unreasonably interfere with the enjoyment of life or property in the city of Elgin including the use of any public loudspeaker in a fixed position, moveable position, or mounted on a sound vehicle in a public space or public right-of-way for the purpose of communication or sound reproduction unless a permit has been approved by the city council of the City of Elgin.

Events intending to use amplification devices:

- Will include agreements by sponsors with performers that state the date, time and decibel limits for amplified sound.
- Will make a diligent effort to minimize the impact of amplified sound on surrounding neighborhoods and businesses, i.e., placement of stage and direction of speakers.
- Acknowledge that sound may be measured and monitored by the city police department.

Safety and Security Plan (Municode Sec. 28-95)

The city manager and city staff shall determine safety and security needs for each event. At minimum, special events must have at least one staffed first aid station with a minimum of a first aid kit and communication equipment. The city may refuse to make available a special event venue for a proposed event if the city determines that the safety of the participants or park patrons cannot be adequately assured and/or if significant damage to park property may occur.

Fencing / Exits (Municode Sec. 28-96)

If fencing is required for an event, a fence plan shall be provided to the city 30 days prior to the event. Such plan shall provide adequate opening for safe ingress and egress in the event of an emergency. The time allowed for installation and removal of fencing will be 24 hours prior to the event and removed 24 hours after the event. Dates for fencing must be included in rental as fencing will impede public access on public lands.

Detailed Site Plan (Municode Sec. 28-97)

A site plan, of the venue that includes but is not limited to, the location of fencing, stage/booths, tents, portable toilets, bicycle spaces, first aid stations and any other appurtenances.

Copy of Premises Liability Insurance Policy naming the City of Elgin (Municode Sec. 28-133)

A copy of the organization's insurance policy naming the City as an additional insured with a waiver of subrogation and minimum of \$1,000,000 coverage for property damage per occurrence, incident or accident and a minimum of \$15,000 coverage for medical and personal injury per occurrence, incident or accident.

It is recommended that event organizers reach out to their primary insurance company to add an additional event policy. Other alternatives available are found online, including:

- www.specialeventinsurance.com
- www.kandkinsurance.com
- www.eventsured.com
- www.progressive.com

The City of Elgin does not endorse or promote any particular insurance company or provider. The list of event insurance options supplied is for informational purposes only and was compiled from publicly available resources such as Google search results. Event organizers are encouraged to research independently and select the provider that best meets their needs.

Examples:

Following are examples of a site map and notes that might accompany a map in a submission.

Inclusive Site Map

Following is an example of a Solid Waste Plan, Traffic Plan, Safety and Security Plan, Fencing and Exits and Site Plan included in one graphic that clearly notates where each of the following will be located:

- Portable toilets
- Extra trash cans
- Barricades
- Street closures
- Location and orientation of speakers
- Fencing
- EMS access point
- First Aid Station



Notes Accompanying Site Map:

- Solid Waste Plan/Portable Toilets: Four portable toilets will be placed at the corner of Main Street and Depot Street, within the barricades on Depot Street, facing Avenue C. Toilets will be delivered on *(date and time)* by *(Company)*, will be emptied on *(date and time)* and will be collected on *(date and time)*. If further servicing is required, event organizer is responsible for communicating with *(Company)* to arrange servicing and will communicate new dates with the City as soon as reasonably possible.
- Sound Policy: Speakers will be placed at the *(location, ex. Veterans Memorial Park Stage)* and facing *(direction, ex. West towards the Elgin Police Department)*. Sound will be projected between *(hours)* and will not be louder than *(decibels)* as agreed upon by *(event organizer and band/dj/performer)*. No residences are within 200 feet of the event site. Notice to the Police Department of sound projection is scheduled to be delivered on *(date)* via *(letter/email/phone call)*.
- Safety and Security Plan: The First Aid Tent will be located at the corner of Depot Street and N. Ave. C in Veterans Memorial Park and will be staffed by a volunteer between *(hours)*. First Aid Tent will include a basic First Aid Kit including band aids, disinfectant, gloves, cold compresses and a cell phone. EMS access to the event is through the barricades on N. Ave. C at Depot Street. No vendors, tents or tables will be located on N. Ave. C to allow through access to EMS personnel.

To: Mayor and Members of the Elgin City Council

Date: 12.02.2025

From: Elizabeth Marzec, Recreation & Leisure Manager

Subject: Proposal for Revised Application Process for Special Events and Fee Waiver Requests

Purpose

The purpose of this memo is to recommend the adoption of a standardized application process for all special events hosted within the City of Elgin, as well as for fee waiver requests submitted by non-city organizations seeking to host events on city property or requiring city staff support.

Background

- The City of Elgin frequently receives requests from community organizations, nonprofits, and private groups to host events on city property.
- Many of these requests include the use of city facilities, equipment, and staff resources.
- **The City of Elgin awarded (or is projected to award) \$51,180 in waived fees in 2025.**
- Current process for submitting and reviewing these requests lacks uniformity, creating challenges in budgeting, scheduling, and ensuring equitable treatment of applicants.

Proposal: Implement a formal application process for special events and fee waivers:

1. **Standardized Application Form with Submission Deadlines**

- Available online and at City Hall.
- Includes event details, anticipated attendance, location, date/time, equipment/staff needs, and safety/security plans.
- Applications due a minimum of 90 days prior to the event date.

2. **Fee Waiver Requests**

- Must be included as part of the initial application.
- Applicants must demonstrate they meet the established standards.
- A rubric will be established for Council or staff to evaluate waiver eligibility.

3. **Review and Approval Process**

- Applications reviewed by staff for completeness and operational feasibility.
- Staff provides a recommendation to City Council for fee waiver requests or events requiring city resources.
- Routine or low-impact events may be approved under staff authority.

4. **Cost Recovery & Equity**

- All event organizers are required to pay the \$25 application fee.
- Event organizers will be responsible for direct costs unless eligible for and requesting a fee waiver.

Benefits

- **Transparency:** Clear and consistent rules for all applicants.
- **Efficiency:** Streamlined process reduces staff time spent on ad hoc negotiations.
- **Fairness:** Equitable treatment of all organizations, regardless of size or influence.
- **Accountability:** Provides Council with clear documentation for decision-making.
- **Resource Management:** Ensures city staff and facilities are used effectively.

Recommendation:

That the City Council approve the development and adoption of a formalized application process for special events and fee waiver requests, as outlined above.

City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

This document is to assist you in preparing the information needed to inform the City of Elgin of your request. Please meet with the City of Elgin at least 90 days in advance of your event.

Annual Events shall have preference in the reservation of a special events venue over other requested reservations for an upcoming year. Event sponsors must submit a letter not later than thirty (30) days after the conclusion of the event to reserve the upcoming year's event dates. Reservations for event dates are subject to cancellation if fees, agreements, permits and other required submissions are not timely received by the City of Elgin.

Please provide a detailed description of the event: _____

Name of Event: _____ Date of Event: _____

Name of Park/Facility: _____ Expected Attendance: _____

Primary Contact Name: _____

Phone _____ Cell Phone _____

Email _____

Secondary Contact Name: _____

Phone _____ Cell Phone _____

Email _____

Organization(s): _____

Non-Profit ID: _____

Billing Address: _____ City _____ State _____

Is this event requesting a fee waiver? YES / NO



City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

What will you need?

- | | |
|---|---|
| ☐ Street Closures | ☐ Security |
| ☐ Park Rentals | ☐ Traffic Control |
| ☐ Reserved Parking | ☐ Signs |
| ☐ Barricades | ☐ EMS Stand-By |
| ☐ Trash & Clean up | ☐ Fire Control |
| ☐ Port-A-Potties | ☐ Inspection |
| ☐ Electricity | ☐ Assistance of city crews |
| ☐ Electrical Outlets | ☐ Open Container Waiver |
| ☐ Water Outlets | ☐ Other equipment |
| ☐ Sewer Outlets | |
| ☐ Will food be served: _____ | |
| ☐ Other Requests: _____ | |

Fees for park or facility use, requested supplies and personnel, and other support will apply. Minimum number of materials or personnel required is subject to change as determined by the City of Elgin Police Department and City of Elgin Public Works Department.

Acknowledgement of Next Steps:

I, _____ (event organizer or point of contact)
understand that I must submit the following information to the City of Elgin no later than 90 days in advance of the event date.

- a. Solid Waste Plan/Portable Toilets (Municode Sec. 28-90)
- b. Traffic Plan (Municode Sec. 28-92)
- c. Sound Policy (Municode Sec. 28-94)
- d. Safety and Security Plan (Municode Sec. 28-95)
- e. Detailed Site Plan (Municode Sec. 28-97)
- f. Copy of Premises Liability Insurance Policy naming the City of Elgin.

Failure to submit appropriate special event paperwork will result in cancellation of request.

Event Contact Signature: _____ Date: _____



City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

REQUEST TO WAIVE FEES

Brief Description of Event: _____

Is this event free? YES / NO

Is this event open to the public? YES / NO

Does it have a political affiliation? YES / NO

Is this event a fundraiser? YES / NO

Park Fee Waiver Requested? YES / NO

Any time a park is utilized for an event, including setting up and tear down, the park needs to be rented.

Name of Park: _____

Address of Park: _____

Date(s) of Use: _____

Attach Map of Proposed Park/Event Layout.

Park Hours Waiver Requested YES / NO

Park hours are Dawn - 10PM unless otherwise approved by City Council.

Name of Park: _____

Address of Park: _____

Date(s) of Use: _____

Street Closure(s) Requested? YES / NO

Street Closures Identified by Blocks Between Intersections: _____

Date(s) of Use with Specific Times: _____

Attach Map of Proposed Street Closures to Request.

Open Container Waiver Requested? YES / NO

Waiver Area Identified by Blocks Between Intersections: _____

Date(s) of Waiver Request with Specific Times: _____

Sound Ordinance Waiver Requested? YES / NO

Waiver Area Identified by Blocks Between Intersections: _____

Date(s) of Waiver Request with Specific Times: _____



City of Elgin Special Event Permit

310 N. Main St. | P.O. Box 591 | Elgin, TX | Phone 512-281-5724 | Fax 512-285-3016

Police Officer Presence Requested? YES / NO

Date(s) of Request with Specific Times: _____

Description of Role Requested: _____

SPECIAL EVENT FEES

Name of Park/Facility _____

Name of Event _____ Date of Event _____

Responsible Party _____

Address _____ City _____ State _____

Phone _____ Cell Phone _____

Email _____

Park Rental Fee = _____ **Cash** **Credit/Debit Card** **Check #** _____

Refundable Deposit = _____ **Cash** **Credit/Debit Card** **Check #** _____

Special Event Fee = _____ **Cash** **Credit/Debit Card** **Check #** _____

Fee Total = _____ **Cash** **Credit/Debit Card** **Check #** _____

Event Contact Signature: _____ Date: _____

The Special Event Permit is a non-refundable processing fee. The party signing this agreement acknowledges that they have read the rules and guidelines for Special Events found in City Ordinance no. 2024-05-30-28.





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - November 17, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the meeting minutes

BACKGROUND:

The City Council held a regularly scheduled meeting on November 17, 2025.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the minutes as they are presented.

ATTACHMENTS:

1. City Council Regular Meeting Minutes - November 17, 2025

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

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

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

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



ELGIN CITY COUNCIL MINUTES
November 17, 2025
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll. She stated that Mayor Pro Tem Brashar was unavailable for medical reasons, and Council Member Crim was unavailable at work. Deputy Mayor Pro Tem Love made a motion to excuse both their absences. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

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

Absent:

Liston Crim, Council Member, Ward 4
Sue Brashar, Mayor Pro Tem, Ward 4

Staff:

Robert Eads, Interim City Manager
Peyton Standifer, City Secretary
Mark Schroeder, City Attorney
Kaley Frye, Economic Development Director
Michael Gonzales, Public Works Director
Chris Noble, Chief of Police
Stacey Osbourne, Acting Community Services Director
Beau Perry, Development Services Director/City Engineer
Pamela Sanders, Human Resources Director
Sonia Browder, Media Specialist
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Elizabeth Marzec, Recreation & Leisure Services Manager
Dodie Navejas, Utility Billing Customer Services Manager
Todd Johnson, Police Commander
Aaron Crim, Police Commander

Esmeralda Rangel, Assistant City Secretary
Terry Fowler, Construction Manager
Rodney Jarmon, Public Works
Orlando Rodriguez, Code Enforcement Supervisor
Grace Perez, Program Coordinator
Charlie Navejas, Permit Tech
Ted Hernandez, Police Sergeant
Cameron Jonse, Police Sergeant
Karol Jarmon, Executive Assistant
Yadira Duque, Court Administrator
Charles Alewine, Groundskeeper
Jorge Villarreal, Plant Operator

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.

Mayor McShan stated that there would be a change in order, as Commander Todd Johnson had to leave for another appointment. Mayor McShan and Ms. Sanders presented Todd Johnson with a service award in recognition of 5 years of service with the City of Elgin.

PUBLIC HEARING

- 1. PUBLIC HEARING ON AN ORDINANCE ANNEXING A 38.570-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF "I" GENERAL INDUSTRIAL DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

Mayor McShan read the public hearing title.

Gena Gonzalez, Mara Lane, stated that Littig was established on land donated by her great-grandfather in 1883 and is one of Texas's oldest freedom colonies. She expressed concern that the annexation is developer-driven rather than community-driven and questioned why the City would annex property that she believes will negatively impact existing residents, farms, ranches, and the community's heritage. She stated that more suitable parcels exist within Elgin's ETJ for a wastewater treatment facility, with larger buffers. She expressed opposition to placing environmental impacts on a historic agricultural community whose residents cannot vote in City elections. She raised concerns about potential health risks, soil contamination, waterway pollution, PFAS treated water, and long-term damage to farmland and livestock. She also noted that Littig Road is rural and not designed to support industrial traffic associated with the project.

No one else wished to speak. Mayor McShan closed the public hearing.

2. **PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "I" GENERAL INDUSTRIAL DISTRICT TO "R-2" SINGLE-FAMILY AND DUPLEX DWELLING DISTRICT LOCATED ON PARCELS OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 8701906 AND PARCEL 8701923 (ELGIN CITY, BLOCK 21, (ALLEYWAYS THRU LOTS 4-9)) ON THE SOUTHEAST CORNER OF E 1ST ST AND MLK BLVD. BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

Mayor McShan read the caption of the public hearing. No one in attendance wished to speak. Mayor McShan closed the Public Hearing.

3. **PUBLIC HEARING ON AN ORDINANCE AMENDING CHAPTER 46 ZONING, DIVISION 4. - SINGLE-FAMILY, DUPLEX, AND ZERO LOT LINE TWO FAMILY DWELLING DISTRICT, SEC. 46-303. - AREA REGULATIONS, (2) SIDE YARD; REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS 2013; AND PROVIDING A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR REGULATIONS.**

Mayor McShan read the caption of the public hearing. No one in attendance wished to speak. Mayor McShan closed the public hearing.

PUBLIC COMMENT

Wes Callais, Willow Sage Lane, requested that the Council look into the matters that he has spoken to several Council Members about. He stated that his truck was, in his opinion and others he's spoken to, illegally taken from him by the Elgin Police Department. He stated he has obtained the reports and paperwork regarding the towing of the truck, and he has previously spoken to Chief Noble and the former city manager and got nowhere. He requested that this issue be placed on the next City Council agenda so it may be discussed openly and publicly.

Keith Simpson, Emergency Services District No. 3 Commissioner, stated that the ESD 3 Board met on November 14 and canvassed the election results, and he officially welcomed the City of Elgin and its ETJ into the EMS District. He noted that he delivered membership cards to the City Secretary for the PHI helicopter program, which the ESD currently funds. This program provides helicopter EMS services with no out-of-pocket cost to ESD members and Bastrop County residents. The cards will be available at City Hall.

ANNOUNCEMENTS

1. **Tabletop Turkeys Wednesday, November 19th at Elgin Recreation Center**
Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement and also clarified that the date was November 22nd, not the 19th.
2. **Plant and Sip Terrarium Workshop Thursday, November 20th at Elgin Public Library**
Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.

3. **Family Movie Night Friday, November 21st at Elgin Public Library**
Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.
4. **Grounding and Gratitude Saturday, November 22nd at Elgin Public Library**
Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.
5. **Shop Small Saturday, November 22nd at Downtown Elgin**
Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.
6. **Prime Timer Field Trip Friends-Giving Monday, November 24th at Headlong Farm**
Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.
7. **Sensory Space Reveal Saturday, December 6th at Elgin Public Library**
Elizabeth Marzec, Recreation Program Manager, provided the Council with information on this announcement.

CITY MANAGERS REPORT

1. **Planning and Zoning Commission Quarterly Report**
Robert Eads, Interim City Manager, explained to the Council that the Planning and Zoning Commission Quarterly Report is available for their review. There were no questions from the Council.
2. **Economic Development Corporation Board Quarterly Report**
Robert Eads, 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.
3. **Discussion and Appointment of the Committee for the Distribution of the Community Non-Profit Support Funding as included in the FY2025-2026 Annual Operating Budget (Standifer)**
Peyton Standifer, City Secretary, informed the Council that they would be selecting their committee members for the nonprofit review process. She noted that all applications were submitted by the November 7th deadline, and that approximately 20 applications were received this year. Mayor McShan stated that, although Council Members typically volunteer to serve on the committee, she would defer to Deputy Mayor Pro Tem Love to lead the process this year. The committee will consist of Deputy Mayor Pro Tem Love, Council Member Gibson, Council Member St. Pierre, and potentially Council Member Crim.
4. **Status Update Regarding The Minor Change To Usage of The Circle Brewing Facility Under A Planned Development District Agreement With The City of Elgin.**
Beau Perry, Development Services Director/City Engineer, reminded the Council that the City had previously entered into a development district with Circle Brewery for a specific use on that property. After Circle Brewery permanently closed, Elgin ISD purchased the property without an identified intended use at that time. Mr. Perry reported that the District has now submitted plans indicating that the property will be converted into an extension of the CTE culinary program, where students will learn culinary arts, catering, and potentially host catered events at the facility.

5. Discussion and Possible Action on the Authorization of the Interim City Manager to Negotiate with the Elgin Chamber of Commerce for Their Contract Renewal

Robert Eads, Interim City Manager, informed the Council that the purpose of this item was to authorize him to negotiate with the Elgin Chamber of Commerce regarding its upcoming contract renewal and to present various scenarios for Council consideration at the December 2nd meeting.

Deputy Mayor Pro Tem Love made a motion to authorize the Interim City Manager to negotiate with the Elgin Chamber of Commerce for their upcoming contract renewal. Council Member Gibson seconded the motion. All voted in favor. The motion passed.

6. Notification of Pamela Sanders, Human Resources Director, Completion of the Texas Municipal Human Resources Certification Program

Robert Eads, Interim City Manager, recognized Pamela Sanders, Human Resources Director, for completing the Texas Municipal Human Resource Certification Program. Mr. Eads and Mayor McShan presented Ms. Sanders with her plaque.

7. Recognition of Employee Milestones

Pamela Sanders, Human Resources Director, recognized employees celebrating years-of-service milestones. Plaques were presented to Grace Perez (5 years), Karol Jarmon (5 years), Charles Alewine (10 years), Orlando Rodrigues (10 years), Yadira Duque (10 years), Dodie Navejas (15 years), Jorge Villarreal (20 years), Terry Fowler (20 years), and John Calhoun (25 years). All honorees were presented with plaques and photographed with Mayor McShan and Interim City Manager Robert Eads.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - October 21, 2025

This item was approved on the consent agenda.

2. Appointment of Jessica Bega to the Board of Adjustments

This item was approved on the consent agenda.

3. Special Event Application and Fee Waiver for Veterans Park Rental 100 Block and Police Department Support from 10AM - 4PM on December 6th, 2025 - Chamber of Commerce Christmas Bazaar: \$1,543.40 (Marzec)

This item was approved on the consent agenda.

4. Special Event Application, Sound Ordinance Waiver and Fee Waiver for Closure of Alley at 20 N. Main Street through Ave C from 3PM - 10PM on December 5th, 2025 - Holiday Luna Market: \$1,014 (Marzec)

This item was approved on the consent agenda.

5. Special Event Application, Alcohol Ordinance Waiver, Sound Ordinance Waiver and Fee Waiver for Street Closure of W. 1st Street Between Ave. B and C from March 13th, 2026 to March 15th, 2026, and Public Works Support on March 13th, 2026 and March 15th, 2026, and Police Department Support on March 14th, 2026 - St. Patrick's Day Festival by Things Celtic: \$1,757.40 (Marzec)

This item was approved on the consent agenda.

6. Fee Waiver for Veterans Park 100 Block Rental from November 30th, 2025 to December 28th, 2025 - St. Peters Lutheran Church Nativity: \$14,500 (Marzec)

This item was approved on the consent agenda.

Council Member Gibson made a motion to approve the consent agenda. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

- 1. AN ORDINANCE AUTHORIZING (1) AN INCREASE TO THE EMPLOYEE CONTRIBUTION RATE TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS); (2) ADOPTION OF NON-RETROACTIVE REPEATING COST-OF-LIVING ADJUSTMENTS (COLAS) FOR RETIREES AND BENEFICIARIES; AND (3) AUTHORIZATION OF ANNUALLY ACCRUING UPDATED SERVICE CREDITS (USCS) AND TRANSFER UPDATED SERVICE CREDITS. (Sanders)**

Pamela Sanders, Human Resources Director, informed the Council that TMRS now allows participating cities, beginning September 2025, to increase the mandatory employee contribution rate from 7 percent to 8 percent. She explained that this option serves as a strong recruitment and retention tool and that adoption of the ordinance is required to implement the change. If approved, the increased contribution rate would take effect January 1, 2026. Ms. Sanders also reported that she surveyed staff regarding their interest in the change; of 66 responses received, 51 employees indicated support, and 15 did not. Interim City Manager Eads offered additional comments, and Ms. Sanders addressed questions from the Council.

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

- 2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE RECLASSIFICATION OF ONE (1) PART-TIME ADMINISTRATIVE ASSISTANT POSITION TO ONE (1) FULL-TIME ADMINISTRATIVE ASSISTANT POSITION WITHIN THE EXECUTIVE DIVISION, THAT INCLUDES THE OFFICES OF THE CITY MANAGER AND CITY SECRETARY; PROVIDING FOR RELATED MATTERS; AND ESTABLISHING AN EFFECTIVE DATE. (Sanders)**

Pamela Sanders, Human Resources Director, stated that there is currently a part-time administrative assistant who is authorized for the position. Due to increased workload and service demands within the department, a full-time position is now necessary. She further noted that the City Secretary is expected to take leave soon, which reinforces the operational need for full-time support. Interim City Manager Eads provided additional comments and presented a cost breakdown for the proposed change.

Council Member St. Pierre motioned to approve the resolution. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

- 3. AN ORDINANCE ANNEXING A 38.570-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF "I" GENERAL INDUSTRIAL DISTRICT; PROVIDING FOR**

A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

Michael Gonzalez, Public Works Director, stated that the ordinance would annex the identified portion of land and redesignate its zoning use. Beau Perry, Development Services Director & City Engineer, addressed Council's questions regarding the property's contiguity, historical considerations, environmental assessments conducted on the site, shovel testing, buffer zones, and related matters. Interim City Manager Eads provided additional comments. Discussion followed.

Council Member Swain made a motion to approve the ordinance. Deputy Mayor Pro Tem Love seconded the motion. The vote was as follows:

Council Member Swain — yes

Deputy Mayor Pro Tem Love — yes

Council Member St. Pierre - no

Council Member Rodriguez — Yes

Mayor McShan — yes

Council Member Casnovsky — yes

Council Member Gibson - yes

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

4. AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (Perry)

Beau Perry, Development Services Director & City Engineer, stated that newly annexed property must be assigned to a ward. He noted that this particular tract has no voting residents and, based on its territory layout, it aligns with Ward 2.

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

5. AN ORDINANCE AMENDING CHAPTER 46, ZONING, DIVISION 4. – SINGLE-FAMILY, DUPLEX, AND ZERO LOT LINE TWO FAMILY DWELLING DISTRICT, SEC. 46-303. – AREA REGULATIONS (2) SIDE YARD; REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (LIPIEC)

Beau Perry, Development Services Director & City Engineer, stated that this ordinance had been amended years ago, but with an error. This error was recently brought to staff's attention, and the proposed action is intended solely to correct the record.

Council Member Gibson made a motion to approve the ordinance. Council Member Casnovsky seconded the motion. All voted in favor. The motion carried.

6. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "I" GENERAL INDUSTRIAL DISTRICT TO "R-2" SINGLE-FAMILY AND DUPLEX DWELLING DISTRICT LOCATED ON PARCELS OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 8701906 AND PARCEL 8701923 (ELGIN CITY, BLOCK 21, (ALLEYWAYS

THRU LOTS 4-9)) ON THE SOUTHEAST CORNER OF E 1ST ST AND MLK BLVD. BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (LIPIEC)

Beau Perry, Development Services Director & City Engineer, stated that the property is currently zoned as industrial. The property owner has now gone to the Planning & Zoning Commission to ask to rezone that section of property from Industrial to R-2. The Planning & Zoning Commission reviewed the request and recommended approval.

Council Member Casnovsky made a motion to approve the Ordinance. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AS CANVASSING AUTHORITY, CANVASSING THE ELECTION RETURNS AND DECLARING RESULTS OF THE CITY OF ELGIN SPECIAL ELECTION HELD ON NOVEMBER 4, 2025; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW. (Standifer)

Peyton Standifer, City Secretary, stated that Mayor McShan would read out the votes, and there would need to be a motion and a second vote on the resolution to approve said results. Mayor McShan stated that a Special Election was held on the 4th day of November 2025 for the purpose of voting on amendments to the Elgin City Charter. There were 14 total amendments to the Elgin City Charter that were considered by the voters. The amendments to the Elgin City Charter in said election received the following votes:

Proposition A

For

Bastrop County Precinct 4022 - 1
Bastrop County Precinct 4024 - 25
Bastrop County Precinct 4025 - 275
Bastrop County Precinct 4026 - 312
Travis County Precinct 145 - 119
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 10
Bastrop County Precinct 4025 - 80
Bastrop County Precinct 4026 - 103
Travis County Precinct 145 - 49
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Proposition A received 732 votes in favor, and 242 votes not in favor. Proposition A is hereby declared adopted by the voters of the City of Elgin.

Proposition B

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 21
Bastrop County Precinct 4025 - 286
Bastrop County Precinct 4026 - 324

Travis County Precinct 145 - 123

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 15

Bastrop County Precinct 4025 - 70

Bastrop County Precinct 4026 - 95

Travis County Precinct 145 - 44

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Proposition B received 754 votes in favor, and 224 votes not in favor. Proposition B is hereby declared adopted by the voters of the City of Elgin.

Proposition C

For

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 36

Bastrop County Precinct 4025 - 323

Bastrop County Precinct 4026 - 379

Travis County Precinct 145 - 150

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 1

Bastrop County Precinct 4025 - 32

Bastrop County Precinct 4026 - 46

Travis County Precinct 145 - 18

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Proposition C received 888 votes in favor, and 97 votes not in favor. Proposition C is hereby declared adopted by the voters of the City of Elgin.

Proposition D

For

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 26

Bastrop County Precinct 4025 - 239

Bastrop County Precinct 4026 - 290

Travis County Precinct 145 - 110

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 10

Bastrop County Precinct 4025 - 118

Bastrop County Precinct 4026 - 129

Travis County Precinct 145 - 56

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Proposition D received 665 votes in favor, and 313 votes not in favor. Proposition D is hereby declared adopted by the voters of the City of Elgin.

Proposition E

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 8
Bastrop County Precinct 4025 - 129
Bastrop County Precinct 4026 - 147
Travis County Precinct 145 - 50
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 28
Bastrop County Precinct 4025 - 228
Bastrop County Precinct 4026 - 279
Travis County Precinct 145 - 117
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Proposition E received 334 votes in favor, and 652 votes not in favor. Proposition E is hereby declared not adopted by the voters of the City of Elgin.

Proposition F

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 34
Bastrop County Precinct 4025 - 331
Bastrop County Precinct 4026 - 389
Travis County Precinct 145 - 144
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 1
Bastrop County Precinct 4025 - 25
Bastrop County Precinct 4026 - 39
Travis County Precinct 145 - 24
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Proposition F received 898 votes in favor, and 89 votes not in favor. Proposition F is hereby declared adopted by the voters of the City of Elgin.

Proposition G

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 27
Bastrop County Precinct 4025 - 275
Bastrop County Precinct 4026 - 298
Travis County Precinct 145 - 114
Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 10

Bastrop County Precinct 4025 - 81

Bastrop County Precinct 4026 - 128

Travis County Precinct 145 - 53

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Proposition G received 714 votes in favor, and 272 votes not in favor. Proposition G is hereby declared adopted by the voters of the City of Elgin.

Proposition H

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 34

Bastrop County Precinct 4025 - 330

Bastrop County Precinct 4026 - 389

Travis County Precinct 145 - 150

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 3

Bastrop County Precinct 4025 - 29

Bastrop County Precinct 4026 - 38

Travis County Precinct 145 - 18

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Proposition H received 903 votes in favor, and 88 votes not in favor. Proposition H is hereby declared adopted by the voters of the City of Elgin.

Proposition I

For

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 31

Bastrop County Precinct 4025 - 338

Bastrop County Precinct 4026 - 404

Travis County Precinct 145 - 158

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 5

Bastrop County Precinct 4025 - 22

Bastrop County Precinct 4026 - 23

Travis County Precinct 145 - 10

Travis County Precinct 146 - 0

Travis County Precinct 490 - 0

Proposition I received 931 votes in favor, and 60 not in favor. Proposition I is hereby declared adopted by the voters of the City of Elgin.

Proposition J

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 28
Bastrop County Precinct 4025 - 273
Bastrop County Precinct 4026 - 286
Travis County Precinct 145 - 112
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 9
Bastrop County Precinct 4025 - 86
Bastrop County Precinct 4026 - 134
Travis County Precinct 145 - 55
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Proposition J received 699 votes in favor, and 284 votes not in favor. Proposition J is hereby declared adopted by the voters of the City of Elgin.

Proposition K

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 28
Bastrop County Precinct 4025 - 297
Bastrop County Precinct 4026 - 333
Travis County Precinct 145 - 132
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 8
Bastrop County Precinct 4025 - 52
Bastrop County Precinct 4026 - 74
Travis County Precinct 145 - 32
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Proposition K received 790 votes in favor, and 166 votes not in favor. Proposition K is hereby declared adopted by the voters of the City of Elgin.

Proposition L

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 31
Bastrop County Precinct 4025 - 233
Bastrop County Precinct 4026 - 290
Travis County Precinct 145 - 128
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0

Bastrop County Precinct 4024 - 4
Bastrop County Precinct 4025 - 127
Bastrop County Precinct 4026 - 132
Travis County Precinct 145 - 38
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Proposition L received 682 votes in favor, and 301 votes not in favor. Proposition L is hereby declared adopted by the voters of the City of Elgin.

Proposition M

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 28
Bastrop County Precinct 4025 - 227
Bastrop County Precinct 4026 - 261
Travis County Precinct 145 - 118
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 8
Bastrop County Precinct 4025 - 132
Bastrop County Precinct 4026 - 164
Travis County Precinct 145 - 46
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Proposition M received 634 votes in favor, and 350 votes not in favor. Proposition M is hereby declared adopted by the voters of the City of Elgin.

Proposition N

For

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 29
Bastrop County Precinct 4025 - 243
Bastrop County Precinct 4026 - 295
Travis County Precinct 145 - 123
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Against

Bastrop County Precinct 4022 - 0
Bastrop County Precinct 4024 - 7
Bastrop County Precinct 4025 - 116
Bastrop County Precinct 4026 - 130
Travis County Precinct 145 - 42
Travis County Precinct 146 - 0
Travis County Precinct 490 - 0

Proposition N received 690 votes in favor, and 295 votes not in favor. Proposition N is hereby declared adopted by the voters of the City of Elgin.

Council Member St. Pierre made a motion to accept the resolution. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, ORDERING THE AMENDMENTS TO THE CITY CHARTER ADOPTED BY THE VOTERS BE ADOPTED (Standifer)

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

9. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS. (Standifer)

Peyton Standifer, City Secretary, stated that at a prior September meeting, the City Council nominated Justin Bezner and David Redd for the Bastrop County Central Appraisal District Board of Directors. She noted that they were the only two individuals who received nominations. The resolution before the Council authorizes casting the City's votes for both candidates, should the Council choose to do so.

Council Member Swain made a motion to approve the resolution. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

10. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING CITY STAFF TO ADVERTISE AND SEND REQUEST FOR QUALIFICATIONS FOR A UTILITY RATE STUDY AND MAKING CERTAIN FINDINGS RELATED THERETO (GONZALEZ)

Michael Gonzalez, Public Works Director, stated that the Utility Rate Study was previously discussed during the budget process. He explained that staff developed an RFQ to be distributed and published on the State Comptroller's website to solicit firms interested in conducting the study. He noted that the details of the RFQ were included in the Council packet. Interim City Manager Robert Eads provided additional comments.

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

EXECUTIVE SESSION

Mayor McShan read the four item titles for Executive Session, and adjourned the meeting into executive session at 8:06 PM.

- 1. Section 551.072, Texas Government Code (Real Property): Deliberation regarding the purchase, exchange, lease, sale, or value of real property, and/or potential real estate acquisitions, dispositions, or incentives.**
- 2. Section 551.074, Texas Government Code (Personnel Matters): Deliberation regarding the Interim City Manager's performance, progress, assignments, and duties during the initial thirty (30) days of employment.**
- 3. Section 551.071, Texas Government Code (Consultation with Attorney): Consultation with the City Attorney regarding legal issues and agreements related to Triada and Lund Farms, including but not limited to contract terms, obligations, and potential revisions**
- 4. Section 551.071, Texas Government Code (Consultation with Attorney): Consultation with City Attorney regarding the prior City Manager's severance agreement and related legal considerations.**

RECONVENE

Mayor McShan reconvened the meeting at 9:31 PM. No action was taken.

ADJOURNMENT

Mayor McShan adjourned the meeting at 9:32 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, ADOPTING A WRITTEN INVESTMENT POLICY AND INVESTMENT STRATEGY REGARDING THE INVESTMENT OF CITY FUNDS; DESIGNATING THE CITY'S INVESTMENT OFFICER(S); TO BE EFFECTIVE DECEMBER 16, 2025 AND PROVIDING FOR RELATED MATTERS. (Sanders)

DEPARTMENT: Finance

PROPOSED ACTION: To consider and take action on a resolution adopting a written Investment Policy and Investment Strategy governing the investment of City of Elgin funds, as required by the Public Funds Investment Act (PFIA), Chapter 2256, Texas Government Code, and to formally designate the City's Investment Officer(s).

BACKGROUND:

The City of Elgin invests public funds on a regular basis through its operating, debt service, capital projects, and reserve accounts. State law (PFIA, Chapter 2256) requires the governing body of a local government to adopt a written investment policy and to review and affirm that policy at least annually.

City staff, in consultation with the City's financial advisor and legal counsel, has prepared an updated Investment Policy and Investment Strategy that:

1. Establishes a clear hierarchy of investment objectives including safety of principal, liquidity to meet operating needs, and reasonable yield within acceptable risk parameters.
2. Identifies authorized investments and prohibited investments consistent with PFIA.
3. Sets maturity limits, diversification standards, and credit quality requirements for investment instruments.
4. Designates Investment Officer(s) responsible for the day-to-day management of City investments and requires PFIA compliant training.
5. Requires appropriate safekeeping, collateralization, internal controls, and segregation of duties.
6. Provides for periodic investment reports to the City Council; and
7. Includes a requirement for annual review and formal re-adoption by the City Council, or as otherwise mandated by PFIA.

Adoption of this policy and strategy formalizes current practices, strengthens internal controls, supports auditor and best-practice recommendations, and ensures ongoing compliance with PFIA.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends that City Council approve the resolution adopting the City of Elgin

Investment Policy and Investment Strategy and designating the City's Investment Officer(s).

ATTACHMENTS:

1. Resolution Investment Policy
2. Investment Policy and Strategy 12-2025

{ } 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.

RESOLUTION NO. 2025-12-16-XX

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ADOPTING
A WRITTEN INVESTMENT POLICY AND INVESTMENT
STRATEGY REGARDING THE INVESTMENT OF CITY FUNDS;
DESIGNATING THE CITY’S INVESTMENT OFFICER(S); TO BE
EFFECTIVE DECEMBER 16, 2025 AND PROVIDING FOR
RELATED MATTERS.**

WHEREAS, The City of Elgin, Texas (the “City”) routinely invests public funds held in its various accounts, including operating, debt service, capital projects, and reserve funds; and,

WHEREAS, The Public Funds Investment Act, Chapter 2256, Texas Government Code (“PFIA”), establishes requirements for the investment of public funds and requires the governing body of each local government to adopt a written investment policy and to review that policy at least annually; and,

WHEREAS, The City Council desires to formally adopt a written Investment Policy and a written Investment Strategy to safeguard public funds, ensure adequate liquidity, and achieve a reasonable yield within acceptable risk parameters; and,

WHEREAS, The City Council further desires to designate one or more qualified Investment Officers to be responsible for the investment of City funds in accordance with PFIA, the adopted policy, and the adopted strategy.

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. City of Elgin Investment Policy and Investment Strategy. The Mayor and City Council do hereby approve Investment Policy and Investment Strategy for the City of Elgin; a copy of which is attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein. All investments of City funds shall be made in strict conformity with this Policy and with the Public Funds Investment Act. The Strategy shall govern the manner in which the City’s investment objectives are implemented across its various funds and accounts.

Section 3. Designation of Investment Officer(s).

- (a) The Finance Director is hereby designated as the primary Investment Officer of the City of Elgin and is authorized to invest City funds in accordance with PFIA, the Investment Policy, and the Investment Strategy.
- (b) The City Manager is hereby designated as an alternate Investment Officer and is authorized to act in the absence or unavailability of the primary Investment Officer.

- (c) Each designated Investment Officer shall complete the training required by PFIA within the timeframes prescribed by law and shall maintain proof of such training on file with the City.

SECTION 4. INVESTMENT REPORTING AND INTERNAL CONTROLS.

Section 4. Investment Reporting and Internal Controls. The Investment Officer(s) shall provide periodic written investment reports to the City Council in compliance with PFIA and the Investment Policy, summarizing investment activity, holdings, market values, and compliance with the Policy and Strategy. Internal controls, safekeeping and collateralization requirements, and segregation of duties set forth in the Policy are hereby ratified and shall be followed in the administration of City investments.

Section 5. Annual Review and Re-Adoption. The City Council shall review this Investment Policy and Investment Strategy at least annually, as required by PFIA. Any changes or modifications to the Policy or Strategy shall be made only by action of the City Council. As part of the annual review, the City Council shall adopt a written statement affirming that it has reviewed the Policy and Strategy and any proposed amendments.

Section 6. 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 7. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 16th day of December 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

EXHIBIT A



INVESTMENT POLICY AND INVESTMENT STRATEGY

CITY OF ELGIN, TEXAS

Revision Adopted: December 16, 2025

Table of Contents

Statement of Policy	3
Policy Scope.....	3
Investment Objectives	4
Safety	4
Liquidity	4
Public Trust	4
Yield	5
Standards of Care	5
Limitations of Personal Liability	5
Delegation of Authority.....	5
Training Requirements	6
Ethics and Conflict of Interest.....	6
Authorized Financial Institutions and Dealers	7
Authorized and Suitable Investments	8
Unauthorized Investments.....	11
Collateralization	11
Allowable Collateral.....	12
Collateral Levels.....	12
Monitoring Collateral Adequacy.....	13
Margin Calls	13
Safekeeping and Custody	14
Investment Parameters	14
Investment Strategy	15
General, Enterprise, or Operating-type Funds	15
Debt Service Funds.....	16
Debt Service Reserve Funds	17
Reporting	18
Monitoring Market Value of Investments and Collateral	19
Internal Control	19
Performance Standards	20
Investment Policy Adoption	20
Authorized Financial Institutions And Government Pools	20
GLOSSARY	22

Statement of Policy

It is the policy of the City of Elgin (City) after allowing for anticipated cash flow requirements in its bank accounts to meet daily needs and after giving due consideration to the safety and risk of investments, providing protection for both principal and liquidity, to invest public funds in a manner which will provide the highest investment return while conforming to all state and local statutes governing the investment of public funds. This Investment Policy is authorized by the City Council in accordance with Texas Government Code, Chapter 2256- Public Funds Investment, also cited as the Public Funds Investment Act (Act), to satisfy the statutory requirements to define, adopt, and review a written investment policy regarding the investment of its funds and funds under its control. The City Council shall review and adopt by resolution its investment strategies and policy, not less than annually.

This is required even if there are no changes within the policy. Such an investment must be written, emphasize safety, address investment management, and include types of authorized investments, maximum allowable stated maturity, maximum dollar-weighted average maturity, method to monitor the market price, and requirements for settlement of transactions. The resolution shall state that the policy has been reviewed and includes record of changes made to either the investment policy or strategy.

Policy Scope

This policy applies to all funds or financial resources available for investment under the City's financial control and accounted for in the City of Elgin, Texas Annual Financial Report which includes all current funds and will include any new fund created by the City Council unless specifically exempt. These policies do not, however, govern funds that are managed under separate investment programs or trust agreements, such as retirement funds, pension funds, deferred compensation funds, and certain private donations that are maintained as required by Federal and State laws, other local policies, or donor stipulations. In addition to this Policy, bond funds (as defined by the Internal Revenue Service) shall be managed by their governing ordinances and all applicable State and Federal laws.

The City will consolidate cash balances from all applicable funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles. Such earnings from investments will be used in a manner that best serves the public trust and interests of the City as deemed in the annual budget.

Investment Objectives

All investments shall be designed and managed in a manner responsive to the public trust and in compliance with all Federal, State, and other legal requirements, including but not limited to the Act. The City shall manage and invest its available resources with four objectives, listed in order of priority: Safety, Liquidity, Public Trust, and Yield.

Safety

Safety of principal and the City's assets is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To increase investment safety, the City strives to decrease or minimize credit and interest rate risk. Minimization of credit risk or the risk of loss due to the failure of a security issuer or guarantor shall be done by the City by limiting investments to safe types, pre-qualifying financial institutions, and broker/dealers, and diversifying the portfolio in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Minimization of interest rate risk or the decrease in market value of securities in the City's portfolio due to changes in interest rates shall be done by the City through strong cash flow projections so that market value losses are reduced and through investments in short-term securities.

Liquidity

The City's investment portfolio will remain sufficiently liquidated to enable the City to meet all operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. A portion of the portfolio will also be placed in short-term investment pools and/or money market mutual funds, which offer daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Public Trust

Investments shall be made with judgment and care, under circumstances, then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income to be derived. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield

The City's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety, liquidity and public trust objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

Standards of Care

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states: "Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

Limitations of Personal Liability

The investment officer and those delegated investment authority under this policy, when acting in accordance with written procedures and this policy and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and then appropriate action is taken to control adverse market effects.

Delegation of Authority

The City Manager, Finance Director, and/or designee, acting on behalf of the City Council, are the Investment Officers of the City and are responsible for investment decisions and activities. The Investment Officers may delegate day-to-day administrative duties to other persons authorized to perform investment activities for the City, or he/she may perform the duties him or herself. The City Manager is responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officers are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived.

Training Requirements

It is the City's policy to provide training required by the Public Funds Investment Act Section 2256.008 (a) thorough courses and seminars offered in compliance with the Act to ensure the quality and capability of the Investment Officers in making decisions. The Investment Officers are required to attend at least one training session relating to the officer's responsibility under the Act within 12 months after assuming duties. Afterwards, the City shall provide eight hours of investment training not less than once in a two-year period that begins on the first day of the fiscal year and consists of two consecutive fiscal years after that date for the Investment Officer(s) and/or his/her delegate(s), through courses and seminars offered by an independent professional source.

As approved by the City Council, in order to ensure the quality and capability of the City's investment personnel making investment decisions in compliance with the Act, the training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

The City shall also encourage those who may perform daily activities with the City investments to attend such training although they are not listed specifically as Investment Officers of the City.

Ethics and Conflict of Interest

Investment Officers and other employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. According to the Act, a personal business relationship with a business exists if one of the following items applies:

- 1) The Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
- 2) Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year.

- 3) The Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

Investment Officer(s) must file a disclosure statement with the Texas Ethics Commission and the City Council if an officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City or the Officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

“No officer or employee of the City shall:

- 1) Have a financial interest, direct or indirect, in any contract with the city nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The “financial interest” contemplated under this article requires that the officer or employee receive an actual financial benefit from the transaction with the City. An actual financial benefit from the transaction shall not include:
 - i) An ownership in the entity transacting with the city where the ownership interest is less than one (1) percent of the entity.
 - ii) Compensation or benefits as an employee, officer, or director of the entity transacting business within the city where such compensation is not affected by the entity’s transaction with the City.
- 2) Participate in a vote or decision on any matter in which the officer or employee has a direct or indirect financial interest or in which a relative of the officer or employee has a direct or indirect financial interest. It is expressly provided herein that an investment or ownership in a publicly held company in an amount less than three thousand, five hundred dollars (\$3,500.00) does not constitute a prohibited financial interest under this article.”

Authorized Financial Institutions and Dealers

A qualified depository shall be selected through the City’s banking services procurement process, which shall include solicitation of proposals as required under Chapter 105 of the Local Government Code. The centralization of depository services is designed to maximize investment capabilities while minimizing service costs. The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the least possible cost, while adhering to guidelines and provisions within the request for proposal. In selecting a depository, the City shall consider the financial institution’s credit characteristics, financial history, service capabilities, location within City limits or within ten (10) mile radius of the City limits, and costs for required services. The City’s depository

contract shall be for three years with an option to extend for an additional two years upon agreement of the depository and the City. Specialized services may be contracted by the City with another financial institution or company if the depository cannot provide such service or charges more than the same service with little or no appreciable benefit.

Authorized and Suitable Investments

Investments described below are authorized by Chapter 2256, Texas Government Code as eligible securities for the City. When applicable, the City will obtain 3 competitive quotes for purchases. City funds governed by this Policy may be invested in the following types of securities:

- 1) Obligations of the United States or its agencies and instrumentalities with stated maturity not to exceed two years.
- 2) Direct obligations of the State of Texas or its agencies with a stated maturity not to exceed two years.
- 3) Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies and instrumentalities with stated maturity not to exceed two years.
- 4) Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent along with a stated maturity not to exceed two years.
- 5) Certificates of deposit issued by a depository institution that has its main office or a branch office in this state that are:
 - a) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor with a stated maturity not to exceed five years; or
 - b) secured by obligations that are described by (1) - (4) above, which are intended to include all direct federal agency or instrumentality issued mortgage-backed securities that have a market value of not less than the principal amount of the certificates and a stated maturity not to exceed two years, but excluding those mortgage-backed securities described in Section 2256.009(b) of the Government Code; or
 - c) Secured in any other manner and amount provided by law for deposits of Participants with a stated maturity not to exceed five years.
- 6) Certificates of Deposit or Share Certificates.
 - a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

- i) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - ii) secured by obligations that are described by Section 2256.009(a) of the Government Code, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) of the Government Code; or
 - iii) secured in any other manner and amount provided by law for deposits of the investing entity.
- b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment.
 - i) the funds are invested by an investing entity through:
 - (1) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025 of the Texas Government Code; or
 - (2) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
 - ii) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
 - iii) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
 - iv) the investing entity appoints a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.
- 7) Eligible Investment Pools as defined in Section 2256.016 of the Texas Government Code provided that:
 - a) investment in the pool has been authorized by the City Council;
 - b) the pool shall have furnished the Investment Officer(s) an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code;

- c) the pool shall furnish to the Investment Officer(s) investment transaction confirmations with respect to all investments made with it;
 - d) the pool shall furnish to the Investment Officer(s) monthly reports that contain the information required by Section 2256.016(c) of the Texas Government Code;
 - e) any pool that is created to function as a money market mutual fund must continuously maintain a stable net asset value of one dollar (\$1.00),
 - f) the pool's investment philosophy and strategy are consistent with this Policy and the City's ongoing investment strategy; and
 - g) the pool provides evidence of credit rating no lower than "AAA" or "AAA-m" by at least one nationally recognized credit rating service,
 - h) An investment pool must make available an annual audited financial statement.
 - i) If the investment pool operates an Internet website, the information required by section 2256.016(b), (c) (2), and (f) must be posted on the website.
 - j) An investment pool in advertising investment rates must include either all levels of return based on breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested if an investment pool offers fee breakpoints based on fund balances invested.
- 8) Fully collateralized direct repurchase agreements having a defined termination date that is no later than 270 days from the delivery date, secured by direct obligations of the U.S. or its agencies and instrumentalities, pledged with a third party selected or approved by the political entity, and placed through a primary government securities dealer, and as otherwise defined by the Public Funds Investment Act. Each issuer of repurchase agreements must sign a copy of a Master Repurchase Agreement.

The City shall take all prudent measures that are consistent with this investment policy to liquidate any investment that does not have or is downgraded to less than the minimum rating stated herein. The investment officer(s) will monitor the rating of all investments held by the City, monthly. However, as stated in Section 2256.017, the City is not required to liquidate investments that were authorized investments at the time of purchase.

Unauthorized Investments

The following investments are specifically prohibited by State Law:

- 1) Obligations whose payment represents the coupon payment on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- 2) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- 3) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Collateralization

Consistent with requirements of the Public Funds Collateral Act, the City requires that all bank deposits shall be federally insured or collateralized with eligible securities. This pledged collateral will have a market value equal to or no less than 100% of the deposits plus accrued interest less an amount insured by the FDIC. Evidence of the pledged collateral must be provided to and reviewed by the Director of Finance and will be retained by the City of Elgin. Evidence of collateral is reviewed annually by the City's independent auditor in conjunction with the annual audit.

Financial institutions serving as City Depositories will be required to sign a Depository Agreement with the City and the City's safekeeping agent. The safekeeping portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- 1) The Agreement must be in writing;
- 2) The Agreement must be executed by the Depository and the City contemporaneously with the acquisition of the assets;
- 3) The Agreement must be approved by the Depository's Board of Directors or loan committee, and a copy of the meeting minutes must be delivered to the City; and,
- 4) The Agreement must be part of the Depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with State Law. Each counter party to a repurchase transaction is required to sign a copy of The Bond Market Association Master Repurchase Agreement. An executed copy of the Agreement must be on file before the City will enter into any transactions with a counter party.

Allowable Collateral

Demand Deposits

Eligible securities for Collateralization of deposits are limited to U.S. Treasuries or agencies, FDIC coverage, direct or unconditionally guaranteed obligations of the State of Texas; states, agencies, counties, cities, or political subdivisions of the State of Texas having been rated as investment grade (investment rating no less than “A” or its equivalent), with a remaining maturity of 10 years or less.

Certificates of Deposit

Eligible securities for Collateralization of deposits are limited to U.S. Treasuries or agencies, FDIC coverage, direct or unconditionally guaranteed obligations of the State of Texas; states, agencies, counties, cities, or political subdivisions of the State of Texas having been rated as investment grade (investment rating no less than “A” or its equivalent), with a remaining maturity of 10 years or less.

Repurchase Agreements

Collateral underlying repurchase agreements is limited to U.S. government and agency obligations, which are eligible for wire transfer (i.e. book entry) to the City’s designated safekeeping agent through the Federal Reserve System.

Collateral Levels

Collateral is valued at current market price plus interest accrued through the date of valuation.

Demand Deposits

The market value of collateral pledged for demand deposits will be in an amount equal to the largest total balance of the City’s account, less the amount of coverage provided by FDIC. The securities comprising the pledge shall be valued at par or market, whichever is lower.

Certificates of Deposits

The market value of collateral pledged for certificates of deposit must always be equal to or greater than the par value plus accrued interest, less the amount insured by the FDIC.

Repurchase Agreements

The market value of collateral required to be pledged for repurchase agreements shall be at a percentage of the par value of the agreement plus accrued interest and shall be maintained at the following levels:

<u>Maturity</u>	<u>U.S. Treasury Securities</u>	<u>U.S. Agency</u>
1 year or less	101%	101%
1 year to 5 years	102%	102%
Over 5 years	103%	104%

Any collateral with a maturity of over 5 years must be approved by the Investment Officer(s) in writing before the transaction is initiated.

Monitoring Collateral Adequacy

Demand Deposits

The City requires monthly reports with market values of pledged securities from all financial institutions with which the City has bank deposits. The Investment Officer(s) will monitor adequacy of collateralization monthly.

Certificates of Deposit

The City requires monthly reports with market values of pledged securities from all financial institutions with which the City has certificates of deposit. The Investment Officer(s) will monitor adequacy of collateralization monthly.

Repurchase Agreements

Weekly monitoring by the Investment Officer(s) of all collateral underlying repurchase agreement is required. More frequent monitoring may be necessary during periods of market volatility.

Margin Calls

Certificates of Deposit

If the collateral pledged for a certificate of deposit falls below the par value of the deposit, plus accrued interest less FDIC insurance, the Institution will be notified by the Investment Officer and will be required to pledge additional securities no later than the end of the next succeeding business day.

Repurchase Agreements

If the value of the collateral underlying a repurchase agreement falls below the margin maintenance levels specified above, the City will make a margin call unless the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial.

Collateral Substitution

Collateralized certificates of deposit and repurchase agreements often require substitution of collateral. Any broker, dealer, or financial institution requesting substitution must contact the Investment Officer for approval and settlement. The substituted security's value will be calculated, and a substitution approved if its value is equal to or greater than the required security level. The Investment Officer(s), or a designee, must provide written notification of the decision to the bank or the safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The Investment Officer(s) may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

Collateral Reductions

Should the collateral's market value exceed the required amount, any broker or financial institution may request approval from the Investment Officer(s) to reduce collateral. Collateral reductions may be permitted only if the City's records indicate that the collateral's market value exceeds the required amount.

Safekeeping and Custody

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or as part of its depository and repurchase agreements. All collateral securing bank deposits must be held by third-party banking institution acceptable to and under contract with the City, or by the Federal Reserve Bank. The securities purchased under a repurchase agreement must be delivered to a third-party custodian with whom the City has established a safekeeping agreement.

All security transactions, including collateral for repurchase agreements considered by the City shall be conducted on a delivery-verses-payment (DVP) basis. By so doing, City funds are not released until the City has received, through the Safekeeping Agent, the securities purchased. The security shall be held in the name of the City or held on behalf of the City. The Safekeeping Agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Investment Parameters

Maximum and Weighted Average Maturity

To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirement of the funds. The City of Elgin intends to match the holding periods of investment funds with liquidity needs of the City. The maximum final stated maturity of any investment shall not exceed five years. All long-term maturities will be intended to cover long-term liabilities. In addition, no less than ten percent (10%) of

the funds in the portfolio will be liquid. The entire portfolio will have a weighted average maturity of one (1) year or less. This weighted average will be calculated using the stated final maturity dates of each security.

By Fund Groups

Maturity guidelines by fund are as follows:

- 1) Operating Funds - The weighted average days to maturity for the operating fund portfolio shall be 365 days or less and the maximum allowable maturity shall be two years.
- 2) Debt Service Funds - Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an “unfunded” debt service date with the maturity of any investment. Any unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.
- 3) Debt Service Reserve Funds - Market conditions, Bond Resolutions constraints and Arbitrage compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Ordinance and shall not exceed the final maturity of the bond issue. All Debt Service Reserve Fund investment maturities shall not exceed five years.
- 4) Special Project, Special Purpose, and Capital Improvement Funds - The investment maturity of bond proceeds shall generally be limited to the anticipated cash flow requirements. City funds that are considered “bond proceeds” for arbitrage purposes will be invested using a more conservative approach than the standard investment strategy when arbitrage rebate rules requiring refunding excess earnings. All earnings in excess of the allowable arbitrage earnings will be segregated and made available for any necessary payments to the U.S. Treasury.

Investment Strategy

The City of Elgin maintains one portfolio in which all funds under the City’s control are pooled for investment purposes. To minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

General, Enterprise, or Operating-type Funds

Suitability – Any investment eligible in the Investment Policy is suitable for General, Enterprise, or Operating Funds.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund’s portfolio to less than 365 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the portfolio.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity – General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification – Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of ELGIN. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

Yield – Attaining a competitive market yield for comparable security types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury bill portfolio will be the minimum yield objective.

Debt Service Funds

Suitability – Any investment eligible in the Investment Policy is suitable for the Debt Service Funds.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds maturities to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Marketability – Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity – Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Investment pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments.

Diversification – Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, ELGIN is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded to bolster yield.

Yield – Attaining a competitive market yield for comparable security- types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury bill portfolio shall be the minimum yield objective.

Debt Service Reserve Funds

Suitability – Any investment eligible in the Investment Policy is suitable for the Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal – All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing will reduce the investment's market risk if ELGIN's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or five years. Annual market-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and influence maturity extension.

Marketability – Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to ELGIN's debt holders. The funds are "returned" to ELGIN at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, ELGIN is best served by locking in investment maturities and reducing liquidity. If the borrowing costs cannot be exceeded, then current market conditions will determine the attractiveness of locking in maturities or investing in shorter and anticipated future increased yields.

Diversification – Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield – Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy's risk constraints.

Special Project, Special Purpose or Capital Improvement Funds

Suitability – Any investment eligible in the Investment Policy is suitable for Capital Improvement Funds.

Safety of Principal – All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Improvement Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule.

Marketability – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity – Most capital improvement programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds will provide readily available funds generally equal to one month’s anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments.

Diversification – Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, ELGIN is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded to bolster yield.

Yield – Achieving a positive spread to the cost of borrowing is the objective within the limits of the Investment Policy’s risk constraints. The yield of an equally weighted, rolling six-month Treasury bill portfolio will be the minimum yield objective for non-borrowed funds.

Investment transactions must be settled on delivery-versus-payment (DVP) basis, excepting investment pools and mutual funds.

Reporting

Not less than quarterly, the Investment Officer shall prepare and submit to the City Council, a written, signed, investment report demonstrating a list of investment transactions for the preceding reporting period, in accordance with the Act. Reports will include the following:

- 1) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value.
- 2) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested.
- 3) The maturity date of each investment.
- 4) Statement of compliance of the portfolios as it relates to the investment strategy.

Detailed summary reports will be prepared and presented to the City Council and Mayor not less than quarterly. Reports will comply with the applicable Section of the PFIA at a minimum.

Quarter reports will be formally reviewed at least annually by an independent auditor and reported to the City Council once the City invests in items other than money market mutual funds, investment pools, or accounts offered by its depository bank in the form of CD's or money market accounts.

Monitoring Market Value of Investments and Collateral

The Investment Officer shall determine the market value of each investment and of all Collateral pledged to secure deposits of City funds at least quarterly and at a time as close as practicable to the closing of the reporting period for the investments. Such values shall be included in the investment report. The following methods shall be used:

- 1) Certificates of deposit shall be valued at their face value plus any accrued but unpaid interest.
- 2) Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
- 3) Other investment securities with a remaining maturity of one year or less may be valued in any of the following ways:
 - i) the lower of two bids obtained from securities broker/dealers for such security;
 - ii) the average of the bid and asked prices for such investment security as published in The Wall Street Journal or The New York Times;
- 4) The bid price published by any nationally recognized security pricing service; or the market value quoted by the seller of the security or the owner of such Collateral.
- 5) Other investment securities with a remaining maturity of greater than one year shall be valued at the lower of two bids obtained from securities broker/dealers for such security, unless two bids are not available, in which case the securities may be valued in any manner provided in this section.

Internal Control

Investment Officer(s) shall establish a system of internal controls, which shall be designed to prevent losses of public funds arising from fraud, employee error, unanticipated changes in financial markets, or imprudent actions by employees. Pertinent controls include custodian safekeeping receipts records management, documentation of investment bidding activities, written confirmations of oral transactions, reconciliation records, training requirement documentation, and compliance with investment policies. Where practical,

the City should emphasize control of collusion, separation of duties, clear delegation of duties, accurate and timely reports, and staying informed about market conditions, changes, and trends. In conjunction with the City's annual financial audit, the independent external auditor will assure compliance with the management controls on investments and adherence to investment policies.

Performance Standards

The investment portfolio shall be designed with the objective of ensuring the safety of the City's assets and minimizing interest rate risk. In addition, it will remain sufficiently liquid to meet cash flow needs, while protecting the interests of the public, all while obtaining a rate of return throughout budgetary and economic cycles.

The City's overall investment strategy is conservative. Given this strategy, the basis used by the Treasury to determine whether market yields are being achieved shall be the six-month U.S. Treasury bill.

Investment Policy Adoption

The City's investment policy, which includes strategies for each fund, shall be adopted by resolution of the City Council. The policy shall be reviewed annually, and any modifications thereto must be approved by the City Council. This adoption by resolution is required even if there are no changes within the policy.

Authorized Financial Institutions And Government Pools

Financial Institutions authorized to do business with the City of Elgin:

First National Bank
Frontier Bank of Texas

Government Pools that are authorized to do business with the City of Elgin:

Logic: LOGIC is a AAA rated investment program tailored to the investment needs of Texas local governments.

TexPool Local Government Investment Pool: TexPool is the largest and oldest local government investment pool in the State of Texas.

APPENDIX “A”

I hereby certify that I have personally read and understand the investment policy and master repurchase agreement (if applicable), conditions of the City of Elgin, Texas. I further acknowledge that reasonable procedures and controls designed to fulfill those objectives and conditions have been implemented. Therefore, this firm will preclude investment transactions between itself and the City of Elgin that are not authorized by the City’s investment policy, except to the extent that this authorization is dependent on an analysis of the makeup the City’s entire portfolio or requires an interpretation of subjective investment standards, thus protecting the City’s credit or market risk.

All sales personnel of this firm dealing with the City of Elgin’s account(s) have been informed and will be routinely informed of the City’s investment horizons, limitations, strategy, and risk constraints, whenever we are so informed by the City.

This firm pledges due diligence in informing the City of foreseeable risks associated with financial transactions connected to this firm.

I further acknowledge that no investment transaction shall occur between this firm and the City, until the City of Elgin receives this consent form, completed by the firm’s qualified representative.

FIRM

SIGNATURE OF QUALIFIED FIRM REPRESENTATIVE

PRIMARY REPRESENTATIVE: NAME/TITLE

(Please print)

DATE

GLOSSARY

Agencies: Federal agency securities.

Asked: The price at which securities are offered.

Bankers' Acceptance (BA): A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Bid: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

Broker: A broker brings buyers and sellers together for a commission.

Certificate of Deposit (CD): A time deposit with a specified maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refer to securities pledged by a bank to secure deposits of public moneys.

Comprehensive Annual Financial Report (CAFR): The official Annual report for the City of Elgin. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery-Verses-Payment (DVP): There are two methods of delivery of securities: delivery-verses-payment and delivery-verses-receipt. Delivery-verses- payment is delivery of securities with an exchange of money for the securities. Delivery-versus-receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

Federal Funds Rate: The rate of interest at which Fed Funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks with member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable rate mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Bank Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, DC regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA, or FMHM mortgages. The term “pass-through” is often used to describe “Ginnie Mae”.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and a reasonable trade size can be done at the quoted prices.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Purchase Agreement: A written contract covering all future transactions between the parties to repurchase – reverse repurchase agreements that establishes each party’s rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Money Market: The date upon which the principal or stated value of an investment becomes due and payable.

Offer: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve’s most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

Prudent Person Rule: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in security if it is one that would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized-yield-to-maturity on a bond or the current income return.

Repurchase Agreement (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RFPs extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank’s vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC Rule 15C3-1: See Uniform Net Capital Rule.

Treasury Bills: A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Notes: A non-interest-bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms, as well as non-member broker-dealers in securities, maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income returns on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price for the security. (b) **Net Yield to Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND AV ELGIN 46, LP, AV ELGIN 46 QOF, LP, AND MRRM QOZP LP AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT. (FRYE)

DEPARTMENT: EDC

PROPOSED ACTION: Review and approve the resolution as presented, authorizing execution of the agreement with AV ELGIN 46, LP a Texas Limited Partnership, AV ELGIN 46 QOF, LP a Texas Limited Partnership and MRRM QOZP LP

BACKGROUND:

INFORMATION PENDING EDC APPROVAL ON WEDNESDAY, DECEMBER 10, 2025.

BUDGET/FINANCIAL IMPACT:

Funding will be provided from budgeted Elgin EDC Funds.

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE WORK AUTHORIZATION NO. 3 WITH GRADIENT LEADERSHIP SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO (Sanders)

DEPARTMENT: Finance

PROPOSED ACTION: For City Council to approve Work Authorization #3 with Gradient Leadership Solutions, LLC to continue current level of services, and authorization for the City Manager to execute all associated documents

BACKGROUND:

The City of Elgin has contracted with Gradient Leadership Solutions to act in an advisement capacity in a similar manner as a Chief Financial Officer or Director of Finance during a focused period of time to assist the Client's leadership in meeting certain finance related objectives. Work Authorization #3 is issued under the existing Master Services Agreement with Gradient Leadership Solutions, LLC at the contracted hourly rate to continue assisting in the internal management of all city financial operations, and includes the following key goals:

- Provide focused finance-related advice and support for the Client's management team.
- Work with the finance team to advise and support the execution of policies, procedures, and processes while allowing the Client's management teams to make all decisions.
- Where applicable, communicate any process or internal control improvements to the team as identified. The continued use of Gradient Leadership Solutions' services is imperative to the restoration of the Finance Department, the continued stability, accuracy, and efficiency of the City's financial operations during a critical period of transition and strategic development.

This work authorization will expire on December 31, 2026.

BUDGET/FINANCIAL IMPACT:

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

Gradient will invoice the Client on a monthly basis, based on hours worked using the following rate structure:

- 20 hours or less in a calendar month - \$295 per hour
- 21-40 hours per calendar month - \$275 per hour
- 40-74 hours a per calendar month - \$255 per hour
- 75+ hours per calendar month - \$235 per hour

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. Resolution Gradient 01-01-2026
2. Elgin WA No. 3 Fractional Executive Advisement Services- 01-01-2026

{ } 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. 2025-12-02-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE WORK AUTHORIZATION NO. 3 WITH GRADIENT LEADERSHIP SOLUTIONS CORPORATION OF MANSFIELD, TEXAS FOR FINANCE-RELATED SERVICES; AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

WHEREAS, the City Manager has negotiated the terms of a third Work Authorization with Gradient Leadership Solutions Corporation of Mansfield, Texas to continue their assistance in the internal management of the city's financial operations; and,

WHEREAS, the City Manager is now recommending approval of a third Work Authorization with Gradient Leadership Solutions Corporation to continue providing accounting and other support to City staff on a variety of Finance-related issues.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Gradient Leadership Solutions Corporation of Mansfield, Texas for professional accounting and finance services in the not-to-exceed amount of \$120,000.00 as described in the *"Work Authorization No. 3"*, a copy of which being attached hereto and marked Exhibit A; and made part of this resolution as if copied verbatim herein.

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

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

APPROVED AND ADOPTED this 2nd day of December 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

Work Authorization No. 3

Fractional Executive Advisement Services

This Work Authorization is effective January 1, 2026 (the "Work Authorization Effective Date"), issued under and subject to the terms and conditions of the Master Professional Services Agreement identified by Agreement Number 20241218-1047 by and between Gradient Leadership Solutions, LLC (Company or Gradient) and the City of Elgin, TX (Client).

Section A - Scope of Services

Description of Services

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

Key Goals

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

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

Key Tasks

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

- Participate in calls, meetings, or discussions with management on a variety of topics whether in-person or remote.
- Support Client-led teams in process assessment or process improvement initiatives.
- Provide feedback on policies, procedures, or other documents.
- Perform limited, targeted internal control assessments.
- Send surveys or questionnaires on behalf of management relating to processes or internal controls.
- Assist the Finance Director or Finance staff in requests relating to the annual audit preparation, specifically readiness and workplans focused on year-end.
- Assist the Finance Director or Finance staff in evaluation of accounting or financial processes or the coaching of staff within those processes including making any process recommendations to the Finance team and/or City Management.
- Create or review documents provided by the Finance Director or other staff.
- Check-in on a regular basis with Finance staff including a weekly onsite visit.
- Assist the Finance staff in training and/or meetings covering major accounting topics and their role in the "big picture" of municipal finance.
- Other similar requests from management and agreed upon by Gradient.

Work Authorization No. 3

Fractional Executive Advisement Services

Staffing

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

Schedule

Gradient will be available immediately upon execution of this Work Authorization.

Frequency

This Work Authorization anticipates approximately 2-3 days per week of activity (remote or onsite) from Gradient's team in some capacity. Gradient's participation may vary some on a weekly basis.

Changes in Expectations

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

Expiration

This Work Authorization will expire when the billing cap amount of \$120,000.00 has been reached, unless terminated for convenience by either party with 30 days written notice using E-Mail or USPS.

Section B - Deliverables

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

Section C - Compensation and Billing

Compensation Method

- Gradient will invoice the Client on a monthly basis, based on hours worked, using the following rate structure.
 - 20 hours or less in a calendar month - \$295 per hour
 - 21-40 hours per calendar month - \$275 per hour
 - 40-74 hours per calendar month - \$255 per hour
 - 75+ hours per calendar month - \$235 per hour
- Gradient **will work with** the Client's team to determine a reasonable on-site schedule.
- Gradient will be available to support the Client between the dates noted in the schedule above for approximately 20 hours per week (on-site or remote) or estimated 80 hours per month. The total requested hours per week will be agreed upon by the Client and Gradient.

Billing Method

Gradient will invoice the Client at the beginning of each month services are provided and at the conclusion of the project (if applicable). Expenses incurred during the month will be invoiced during

Work Authorization No. 3

Fractional Executive Advisement Services

the following month or at the conclusion of the project (if applicable). At termination, a final invoice will be provided to the Client for time and expenses incurred through the termination date.

Expenses

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

Section D - Client Responsibilities

General

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

Management & Oversight

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

Communication

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

Work Authorization No. 3
Fractional Executive Advisement Services

Section E - Other Matters

- Gradient does not contemplate connecting to the Client's internal information technology systems using our devices as part of this Work Authorization other than guest access to the internet while Gradient staff are working on-site at a Client facility.
 - If access to an internal financial system is required, the Client will provide appropriate devices, under their control, for use in the internal IT environment as well as any security training (if required).
 - Gradient will not directly access any banking or treasury related accounts nor act as a signer on any accounts.
 - Gradient will not be able to sign any documents, electronic or physical, on behalf of the Client or enter into any contracts on behalf of the Client.
 - Gradient will not make any personnel decisions on behalf of the Client.
 - These Services will not entail Gradient's assessment of the employees' capabilities in performing their identified tasks or supervision of any employees.
 - No subcontractors except for those provided by Gradient Solutions Corporation will be utilized by Gradient without written approval of the Client.
 - Tasks to be performed may be conducted onsite and remotely.
 - It is understood and agreed that Gradient's relationship and use of Azure or any similar server hosting company, Diligent, Interworks Inc. or Brindle Solutions in Gradient's delivery of the services is not a subcontractor relationship and is a relationship between Gradient and Vendors.
 - For the purposes of Section 9.2 of the MPSA, sum of fees paid and fees due by Client will be limited to the average of the last three months of professional fees.
 - The Client makes all procurement decisions relating to this Work Authorization. Gradient has no part or recommendation in the process.
 - The Services do not constitute work, examinations, or any other similar steps in accordance with Generally Accepted Auditing Standards, the Institute of Internal Audit Standards, Government Accountability Office Standards, or any other authoritative body. Gradient's engagement does not constitute an audit, compilation, review, attestation service, investigation, or fraud examination.

Continued on following page

Work Authorization No. 3
Fractional Executive Advisement Services

- Gradient will not make any management decisions including setting policy or strategic direction; accepting responsibility for or directing Client employees; authorizing, executing, consummating, or otherwise exercising authority on behalf of the Client; preparing source documents for the Client; deciding which recommendations from Gradient or a third-party to implement or prioritize; reporting to a governing body on behalf of management; accepting project management responsibility for the Client; accepting responsibility for designing, implementing, or maintaining internal controls; or other similar activities.
- Gradient is not a public accounting firm.

	City of Elgin, TX	Gradient Leadership Solutions, LLC
By:		
Name:	Robert A. Eads	Lorie Lankford
Title:	City Manager	Partner
Email:	Robert.Eads@ElginTexas.gov	LLankford@gogradient.com
Date:		



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO AWARD THE NEGOTIATED PROFESSIONAL SERVICES CONTRACT AWARD TO LOGIC COMPENSATION GROUP FOR THE CITY'S COMPENSATION AND BENEFITS STUDY FOR THE CITY OF ELGIN, TEXAS.
(Sanders)

DEPARTMENT: Human Resources

PROPOSED ACTION: Consider resolution and approve.

BACKGROUND:

At the December 2, 2025, City Council meeting, a resolution was passed authorizing the Interim City Manager to negotiate a professional services contract with Logic Compensation Group, to complete a Comprehensive Compensation and Benefits Study for the City of Elgin. The study will ensure that the City's pay structure and benefits program are competitive, equitable, and aligned with current market trends and best practices in municipal compensation management. Once negotiated, the Interim City Manager was to bring said contract to the City Council for approval. Now the contract has been negotiated, and the City Manager is requesting approval of said contract.

BUDGET/FINANCIAL IMPACT:

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

PHASE	FEES
Phase 1: Study Kick-Off and Strategy	\$5,000
Phase 2: Internal Equity Review	\$8,500
Phase 3: Compensation and Benefits Survey	\$45,000
Phase 4: Reports and Results	\$7,000
Phase 5: Ongoing Support	Complimentary
Not to Exceed Fees	\$65,500

Payment Schedule: Monthly, based on work completed and delivered

Additional On-Site Visits: \$1,500 per day per consultant

Rate Guarantee: through 2026

RECOMMENDATION:

Staff recommend approval of the resolution to authorize the City Manager to award the negotiated professional services contract to Logic Compensation Group.

ATTACHMENTS:

1. 12042025_City of Elgin TX_Professional Services Agreement
2. Resolution Logic Comp Group 2025

{ } 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.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), entered into as of **12/4/2025** (the "Effective Date"), is between Logic Compensation Group, LLC., an Arizona Limited Liability Corporation ("LOGIC COMPENSATION GROUP, LLC") and **City of Elgin, TX** (the "Client").

LOGIC COMPENSATION GROUP, LLC and Client desire to arrange for the provision of services by LOGIC COMPENSATION GROUP, LLC to the Client as set forth herein.

In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. ENGAGEMENT OF SERVICES. From time to time, LOGIC COMPENSATION GROUP, LLC and Client may enter into Project Assignment(s), for the provision of services provided by LOGIC COMPENSATION GROUP, LLC (Projects). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed, in a Project Assignment. Each Project Assignment shall be governed by the terms and conditions of this Agreement.

2. SCOPE OF PROJECT ASSIGNMENTS. LOGIC COMPENSATION GROUP, LLC will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.

3. STANDARD FOR PERFORMANCE. Subject to the terms of this Agreement, LOGIC COMPENSATION GROUP, LLC will use its best efforts to render the services and complete the Projects by the applicable completion dates.

4. COMPENSATION. Client will pay LOGIC COMPENSATION GROUP, LLC a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by LOGIC COMPENSATION GROUP, LLC. Client shall be responsible for all expenses incurred by LOGIC COMPENSATION GROUP, LLC in the performance of its services under this Agreement except where provided for in the Project Assignment. Upon termination of this Agreement for any reason, LOGIC COMPENSATION GROUP, LLC will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for Projects which are in progress, Client will pay LOGIC COMPENSATION GROUP, LLC for services and will reimburse LOGIC COMPENSATION GROUP, LLC for previously approved expenses within thirty (30) days of the date of LOGIC COMPENSATION GROUP, LLC's invoice. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. LOGIC COMPENSATION GROUP, LLC's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal or employer-employee relationship. In the performance of its duties, LOGIC COMPENSATION GROUP, LLC may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to LOGIC COMPENSATION GROUP, LLC by the Client or its designated representatives and reasonably believed by LOGIC COMPENSATION GROUP, LLC to be genuine and authorized by the Client. Furthermore, LOGIC COMPENSATION GROUP, LLC's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. LOGIC COMPENSATION GROUP, LLC will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

6. CONFIDENTIAL INFORMATION. LOGIC COMPENSATION GROUP, LLC recognizes that certain confidential information may be furnished by the Client to LOGIC COMPENSATION GROUP, LLC in connection with its services pursuant to this Agreement ("Confidential Information"). LOGIC COMPENSATION GROUP, LLC agrees that it will disclose Confidential Information only to those who, in LOGIC COMPENSATION GROUP, LLC's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of LOGIC COMPENSATION GROUP, LLC prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by LOGIC COMPENSATION GROUP, LLC, or (iii) is or can be independently acquired or developed by LOGIC COMPENSATION GROUP, LLC without violating any of its obligations under this Agreement. However, disclosure by LOGIC COMPENSATION GROUP, LLC of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

7.1. LOGIC COMPENSATION GROUP, LLC Representations and Warranties. LOGIC COMPENSATION GROUP, LLC represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

7.2. Client Representations and Warranties. Client hereby represents and warrants that: (a) materials provided to LOGIC COMPENSATION GROUP, LLC for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has full right and power to enter into and perform this Agreement without the consent of any third party.



7.3. No Other Representations and Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY LOGIC COMPENSATION GROUP, LLC IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY LOGIC COMPENSATION GROUP, LLC CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

8. LIMITED LIABILITY. LOGIC COMPENSATION GROUP, LLC's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to LOGIC COMPENSATION GROUP, LLC from Client for the particular Project Assignment giving rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LOGIC COMPENSATION GROUP, LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for LOGIC COMPENSATION GROUP, LLC, at its sole option and upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which LOGIC COMPENSATION GROUP, LLC is at fault, or (ii) return to Client the fees paid by Client to LOGIC COMPENSATION GROUP, LLC for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

9. CLIENT INFRINGEMENT INDEMNIFICATION. If a third-party claims that any information, design, specification, instruction, software, data or material furnished to LOGIC COMPENSATION GROUP, LLC by or on behalf of Client under this Agreement infringes any patent, copyright, trademark or trade secret, LOGIC COMPENSATION GROUP, LLC will promptly notify client in writing. Upon receiving written notice, Client will then defend LOGIC COMPENSATION GROUP, LLC against such claim and LOGIC COMPENSATION GROUP, LLC shall control the defense and all related settlement negotiations, and then Client shall indemnify and hold harmless LOGIC COMPENSATION GROUP, LLC from and against any damages including attorneys' fees, expenses and costs incurred by LOGIC COMPENSATION GROUP, LLC and/or finally awarded against LOGIC COMPENSATION GROUP, LLC for such infringement.

10. CLIENT INDEMNIFICATION. Client shall defend, indemnify and hold harmless LOGIC COMPENSATION GROUP, LLC, its parents, subsidiaries and affiliates, and its and their respective directors, officers, members, shareholders, partners, employees, agents, successors and assigns (Indemnified Parties) from any claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel) and judgments and settlements of every kind (Claims) that may be made by anyone for injuries (including death) to persons or loss or damage to property, including theft, resulting in whole or in part from the acts or omissions of Client including injuries or damages incurred by any person or because LOGIC COMPENSATION GROUP, LLC acts or fails to act based upon the instruction and/or direction of Client or those persons acting on behalf of Client. Upon receiving written notice from LOGIC COMPENSATION GROUP, LLC, Client will then defend LOGIC COMPENSATION GROUP, LLC against such claim and LOGIC COMPENSATION GROUP, LLC at its option shall have the right to select counsel and control the defense and all related settlement negotiations, and then Client shall indemnify LOGIC COMPENSATION GROUP, LLC from and against any damages finally awarded or agreed to be paid for such claim.

11. TERM AND TERMINATION. The term of this Agreement will commence on the effective date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. Client shall be responsible to LOGIC COMPENSATION GROUP, LLC for any services performed prior to the date of termination and LOGIC COMPENSATION GROUP, LLC shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, LOGIC COMPENSATION GROUP, LLC will deliver to Client any and all of its information, forms, and documentation.

12. GENERAL PROVISIONS.

12.1 Assignment and Subcontractors. Client may not assign this Agreement without LOGIC COMPENSATION GROUP, LLC's prior written consent. LOGIC COMPENSATION GROUP, LLC may deem it necessary to outsource or subcontract all or any portion of the services to be performed by it under this Agreement. If this is necessary, Client will be notified of this and has the right to request a professional of their choice. If the person chosen by the Client requires assistance from LOGIC COMPENSATION GROUP, LLC, Client will be billed for LOGIC COMPENSATION GROUP, LLC's time at its regular hourly rate. This Agreement shall inure to the benefit of, and shall be binding upon, both LOGIC COMPENSATION GROUP, LLC and Client and their respective heirs, legal representatives and permitted assigns.

12.2 Force Majeure. Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

12.3 No Legal Advice Intended. The advice given by LOGIC COMPENSATION GROUP, LLC is not intended to be nor should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by LOGIC COMPENSATION GROUP, LLC. LOGIC COMPENSATION GROUP, LLC will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of LOGIC COMPENSATION GROUP, LLC under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.



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

12.5 Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery, or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address shown on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

12.6 Governing Law. The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Texas.

12.7 Enforcement. In the event that LOGIC COMPENSATION GROUP, LLC shall successfully bring an action against the Client with respect to the enforcement, interpretation, or breach of any provision of this Agreement, Client shall pay the amounts incurred by LOGIC COMPENSATION GROUP, LLC with respect to such action, specifically including court costs, expenses and reasonable attorneys' fees.

12.8 Waiver. No waiver by LOGIC COMPENSATION GROUP, LLC of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by LOGIC COMPENSATION GROUP, LLC of any right under this Agreement shall be construed as a waiver of any other right. LOGIC COMPENSATION GROUP, LLC shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.9 Entire Agreement. This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by LOGIC COMPENSATION GROUP, LLC for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Client: _____

By: _____

Title: _____

Address: _____

LOGIC COMPENSATION GROUP, LLC

By: _____



SCOPE OF WORK

Phase 1: Study Kick-Off & Strategy

We begin by listening—understanding the City's objectives, history, structure, and any existing pain points. In the first step of the study, Logic Comp will work closely with the City to clarify goals and ensure the study runs smoothly, stays on schedule, and fits the budget. Our approach focuses on understanding your organization's pay philosophy, past practices, and market strategy. This helps us create a clear plan for aligning your classification and compensation systems with your goals. By understanding where your organization wants to position itself in the job market, we can design fair and competitive pay systems that meet your needs.

To keep you updated, we will hold bi-weekly meetings with your project manager or team.

These meetings will help track progress and address any questions or concerns along the way.

> Key Activities:

- Initial meeting with City's Project Manager
- Meet with department directors to understand what is working well, any pain points, and areas of opportunity
- Study strategy meeting with City's Project Team to discuss the City's compensation philosophy, results of the department director meetings, and the study roadmap (Logic Comp recommends this meeting be held after meetings with department directors to help guide the strategic discussion)
- Review current job descriptions, organizational charts, prior study documents, and related organizational information
- Schedule bi-weekly video check-ins with the City's Project Manager/Team, as well as a regular cadence of progress reporting in a manner that is acceptable to the City
- Prepare a detailed study schedule
- Prepare compensation and benefits survey specifications that outline the parameters of the custom survey

> Key Deliverables:

- Initial meeting with the City's Project Manager (Teams virtual meeting)
- Meetings with department directors (In-person or Teams virtual meetings)
- Meeting with the City's Project Team (In-person meeting or Teams virtual meeting)
- Results of department director meetings presented through a written report and SWOT analysis (Word document)



- Detailed study schedule that includes major tasks, deliverables, responsibility, and target dates (Excel document)
- Custom survey specifications detailing the areas to be covered in the survey, comparator organizations, and analytical methods (Word document)
- Communication plan (Word document)
- Project meeting agendas and minutes (provided throughout the study) (Word document)

> City Assistance:

- Delivery of current documents required to initiate the study (i.e., job descriptions, pay plans, employee census, organizational charts, policies, and procedures, etc.)
- Attendance at project meetings
- Coordinating meetings with City stakeholders
- Timely feedback on Logic Comp deliverables

Phase 2: Internal Equity Review

Classification involves understanding, verifying, and describing the nature and level of work within the organization. Data is gathered from existing job descriptions and feedback from department leadership. Recommended updates to internal alignment are proposed based on the information collected and an updated classification structure is developed that is aligned with the organization's strategy, identifies career ladders, legally compliant, defensible, flexible to accommodate future organizational changes, and mitigates compression. Logic Comp consultants will discuss these recommendations with the City, adjusting as needed.

This phase assumes that the City's job descriptions are up to date. A comprehensive internal equity review would involve a classification study that would include employee completion of PDQs and employee focus groups and result in an increased cost to the City. Therefore, prior to the study initiation, Logic Comp recommends that the City conduct a review of existing job descriptions to ensure that they accurately reflect the type and level of work being performed.

> Key Activities:

- Develop proposed classification structure that outlines career ladders and is flexible to accommodate for future growth and needs
- Follow up with Human Resources and/or department leadership to obtain clarification on information provided on the existing job descriptions
- Identification of career ladders, current and future



> Key Deliverables:

- Project meeting agendas and minutes (Word document)
- Class structure that clearly identifies career ladders by job family/subfamily that is flexibly designed to accommodate organizational change
- Develop a classification maintenance document (Word document)
- Training on City-approved classification system (In-person or Teams virtual meetings)

> City Assistance:

- Attendance at project meetings
- Timely feedback on Logic Comp deliverables

Phase 3: Compensation and Benefits Survey

We look outward—examining how the City's total compensation package compares to the City's labor market. Logic Comp will work collaboratively with the City to identify up to 15 comparator organizations.

Logic Comp recommends that between 35 and 50% of the City's job titles be included in the custom survey. Logic Comp will work collaboratively with the City on the preparation and finalization of the benchmark job summaries. Through the survey process, data is gathered and analyzed (including mean, median, percentile breakdowns, and rank), and Logic Comp presents recommendations for updates to the pay structure(s) to the City for consideration and feedback. Updates may include changes to the overall design of the pay structure, a percentage increase to the existing structure, modification to range widths, realignment of jobs within the pay structure, and/or other applicable items, based on the results of the custom survey.

The custom survey will collect the necessary base pay, pay practices, benefits, and supplemental pay information from the comparator organizations. Base pay data will include actual salaries and salary range information; pay practices will include supplemental pays, bonuses, incentives, pay structure design, and related information; and benefits data will include health insurance, retirement contributions, allowances, tuition assistance, incentives, and related items. Specific details related to what information will be included in the custom survey will be addressed in this phase, as well as in Phase 1.

Logic Comp will distribute and have direct contact with the comparator organizations to solicit and encourage participation, validate questionable or invalid survey responses, and collect job descriptions, as necessary. Once the accuracy of the data received has been validated, a competitive analysis will be performed. The results of the competitive analysis will be provided to



the City, along with recommendations for updates to the pay structures. The recommendations will ensure that justifiable pay differentials exist between classifications to mitigate salary compression and encourage career advancement. Logic Comp will provide up to 3 cost implementation strategies, which will include a multi-year-phased approach covering up to 3 years, along with holding discussions related to any transition issues. Finally, recommendations on maintaining the compensation system will be delivered to the City.

> Key Activities:

- Identify comparator organizations
- Develop and distribute a custom survey (including base pay, pay practices, benefits, supplemental pays, and related information)
- Assessment of the City's level of competitiveness from a base pay, benefits, and total compensation perspective that will identify where the City leads, lags, or matches the market
- Develop recommendations for updates to the pay structure(s)
- Provide up to 3 cost implementation strategies, including a multi-year phased in approach
- Recommend innovative, non-salary-based solutions that enhance the City as an employer of choice
- Recommend updates to existing policies and procedures that align with Logic Comp's recommendations approved by the City, if necessary

> Key Deliverables:

- Project meeting agendas and minutes (Word documents)
- Custom survey instrument (Excel document)
- Market data sheets for each benchmark job that assesses the City's level of competitiveness from a base pay and total compensation perspective (Excel and PDF documents)
- Market survey result summaries (Excel and PDF documents)
- Results of the pay practices, benefits, and related information analysis (Excel and PDF documents)
- Recommended updates to the pay structure(s) (Excel document)
- Recommendations for realignment of jobs in the pay structure (Word, Excel, and PDF documents)



- Up to 3 implementation cost models, including a multi-year implementation plan (Excel document)
- Written guidelines and schedules for maintaining the compensation structure (Word document)

> City Assistance:

- Attendance at project meetings
- Timely feedback on Logic Comp deliverables

Phase 4: Reports and Results

We pull it all together—providing documentation, tools, and training to move forward confidently. A study report is prepared and presented by Logic Comp summarizing the study processes, methodologies, and related findings and recommendations. Logic Comp consultants will provide in-depth explanations and deliverables throughout the process, and the final report will compile the comprehensive results of all study activities.

Following discussions with the City, the comprehensive report will be finalized. The final report will be presented in person to Human Resources and Key Leaders by Logic Comp's Managing Director, Lori Messer, who will be leading the study.

Logic Comp consultants will collaborate with the City to ensure the system can be managed independently after the study's completion. City staff responsible for managing the new system will receive detailed education and participate in the study wrap-up with members of the Logic Comp team. This phase involves:

> Key Activities:

- Draft and present a comprehensive report for City review
- Finalize recommendations based on feedback
- Train HR on system maintenance and future adjustments
- Present results to Human Resources, Key Leadership, and City Council

> Key Deliverables:

- Final report (prepared in Microsoft Word)
- Presentation slide-decks for Leadership and Council presentations (prepared in Microsoft PowerPoint)
- Education for Human Resources staff maintaining systems (Teams virtual meeting and In-Person training)



> **City Assistance:**

- Attendance at project meetings
- Timely feedback on Logic Comp deliverables
- Scheduling meetings

Phase 5: Ongoing Support

Our relationship does not end with the delivery of the final report. Logic Comp focuses on long-term, quality client relationships. For 12 months after study completion, we provide complimentary:

> **Key Activities:**

- Quarterly check-ins to support implementation
- On-call guidance for emerging issues or questions
- If the City needs additional help down the road, like market pricing, new classifications, or policy reviews, we are happy to provide support based on our hourly rates for that as well. But for the core study—we are in it together, start to finish.

> **Key Deliverables:**

- Touchpoint conversations; follow-up advice; optional extended services

> **City Assistance (Optional):**

- Attendance at quarterly meetings
- Provision of any information that would be helpful to provide context for the quarterly meeting agendas



PROJECT FEES

Phase	Fees
Phase 1: Study Kick-Off & Strategy Includes up to 2 days on-site	\$5,000
Phase 2: Internal Equity Review All meetings held virtually	\$8,500
Phase 3: Compensation and Benefits Survey All meetings held virtually	\$45,000
Phase 4: Reports and Results Includes up to 2 days on-site	\$7,000
Phase 5: On-Going Support	Complimentary
Not to Exceed Fees	\$65,500

- **Payment Schedule:** Monthly, based on work completed and delivered
- **Additional On-site visits:** \$1,500/per day/per consultant
- **Payment Methods:** ACH or check
- **Rate Guarantee:** through 2026
- **Hourly Rates by Consultant Level:**

Level	Consulting Rate
Managing Director	\$350
Principal Consultant	\$325
Technical Advisor	\$300
Consultant	\$225

RESOLUTION NO. 2025-12-16-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO AWARD THE NEGOTIATED PROFESSIONAL SERVICES CONTRACT AWARD TO LOGIC COMPENSATION GROUP FOR THE CITY'S COMPENSATION AND BENEFITS STUDY FOR THE CITY OF ELGIN, TEXAS.

WHEREAS, the City of Elgin is committed to maintaining a competitive, fair, and equitable compensation and classification system to support recruitment, retention, and long-term workforce sustainability; and,

WHEREAS, the City issued RFQ 2026-HR-001 to solicit qualified firms to conduct a Comprehensive Compensation and Benefits Study; and,

WHEREAS, Logic Compensation Group, LLC submitted a complete and highly qualified proposal demonstrating extensive experience in public-sector compensation and classification studies for cities in Texas and nationwide; and,

WHEREAS, the City Manager has negotiated an Agreement for Professional Services with Logic Compensation Group; and,

WHEREAS, Logic Compensation Group will conduct a comprehensive compensation and benefits study using a multi-phase, data-driven methodology including internal equity review, external market benchmarking, classification structure analysis, and development of implementation strategies; and,

WHEREAS, the negotiated agreement includes fees not to exceed \$65,500, inclusive of travel and associated expenses, with a phased approach and ongoing support following project completion; and,

WHEREAS, sufficient funds for this professional service are available in the adopted budget.

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

Section 1. The City Manager is hereby authorized to execute a professional services agreement with Logic Compensation Group, LLC for the completion of a Comprehensive Compensation and Benefits Study for the City of Elgin, Texas.

Section 2. The total contract amount shall not exceed \$65,500.

Section 3. The scope of services shall include, at a minimum:

- Internal equity and classification structure review
- Compensation and benefits market analysis
- Review of pay plans, incentives, and supplemental compensation
- Development of updated pay structure options
- Multi-year implementation models and support
- Final reporting and presentation to City leadership and the City Council

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 its passage.

APPROVED AND ADOPTED this 16th day of December 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ADOPTING THE TEN TEXAS TRAITS OF GOOD GOVERNMENT AS GUIDING PRINCIPLES FOR CITY COUNCIL, COMMITTEES AND ADVISORY COUNCILS, OFFICIALS, EMPLOYEES, AND CONTRACTED EMPLOYEES; PROVIDING FOR IMPLEMENTATION AND APPLICATION; ESTABLISHING STANDARDS FOR CONDUCT AND GOVERNANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (Eads)

DEPARTMENT: Executive

PROPOSED ACTION: Consider and adopt an Ordinance establishing a Code of Conduct for Council and City Staff

BACKGROUND:

The City of Elgin is committed to promoting good governance characterized by integrity, accountability, and public service. The City Council believes that a clearly defined set of ethical and operational principles fosters public trust, strengthens organizational culture, and ensures consistency in governance. "Ten Texas Traits of Good Government" serve as a meaningful framework to guide the conduct and responsibilities of City Council members, committee and advisory committee members, elected and appointed officials, and City staff, and contracted employees. The City Council, along with all committees, advisory councils, elected and appointed officials, City employees, and City contracted employees, shall strive to integrate these traits into daily operations, strategic goals, policies, and decision-making processes. Training and orientation materials shall incorporate the Traits, and City leadership is encouraged to model and promote them across all departments. While the nature and structure of governmental organizations vary, below is a list of characteristics that are commonly shared among those public organizations that excel in a representative democracy. To be recognized as exemplifying good government, an entity should demonstrate that the organization is:

1. **Respectful** - People are treated with fairness, courtesy, and professionalism.
2. **Responsive** - Reasonable public expectations are met in a timely manner.
3. **Effective** - Productivity is evaluated to gauge performance and goal attainment.

4. **Transparent** - Public has access to agency data and the decision-making process.
5. **Competent** - Officials are skilled, educated, and dedicated to continuous improvement.
6. **Ethical** - Public good is paramount, self-dealing is restrained, and corruption is prevented.
7. **Lawful** - Authority is exercised in accordance with established law.
8. **Innovative** - Modern methods are utilized to take advantage of advancements.
9. **Fiscally Sound** - Budgets are managed prudently and resources handled responsibly.
10. **Accountable** - Officials take responsibility for decisions and actions.

Bojorquez Law Firm, PC.
Alan Bojorquez
Managing Partner

Alan serves as City Attorney or Special Counsel to cities across Texas. He graduated from Texas Tech University with his Bachelor of Arts in English, Master of Public Administration, and Doctor of Jurisprudence. Alan served as a staff attorney for the Texas Municipal League. He has Merit Certification in Municipal Law from the Texas City Attorneys Association and is a Past-President of TCAA. Alan is a Board Member for the International Municipal Lawyers Association, an IMLA Local Government Fellow, and received IMLA's Glick Award in 2017 (for Outstanding Local Government Lawyer in Private Practice). He was named Outstanding Government Lawyer for 2018 by the State Bar of Texas (Government Law Section). September 2018, Alan was named an Honorary Member of the International City/County Management Association (ICMA). In 2020, Alan was designated an Honorary Member of the Texas Municipal Clerks Association. He authors the Texas Municipal Law & Procedural Manual (7th Ed.).

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

This Ordinance comes at the request of City Council Members.

ATTACHMENTS:

1. Ordinance for Code of Conduct
2. Ten-Texas-Traits-of-Good-Gov

- { 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. 2025-12-16-XX

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ADOPTING THE TEN TEXAS TRAITS OF GOOD GOVERNMENT AS GUIDING PRINCIPLES FOR CITY COUNCIL, COMMITTEES AND ADVISORY COUNCILS, OFFICIALS, EMPLOYEES, AND CONTRACTED EMPLOYEES; PROVIDING FOR IMPLEMENTATION AND APPLICATION; ESTABLISHING STANDARDS FOR CONDUCT AND GOVERNANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Elgin, Texas (the "City") is committed to promoting good governance characterized by integrity, accountability, and public service; and,

WHEREAS, the City Council believes that a clearly defined set of ethical and operational principles fosters public trust, strengthens organizational culture, and ensures consistency in governance; and,

WHEREAS, the "Ten Texas Traits of Good Government" serve as a meaningful framework to guide the conduct and responsibilities of City Council members, committee and advisory committee members, elected and appointed officials, and City staff, and contracted employees.

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

Section 1. Adoption of Ten Texas Traits of Good Government

The City of Elgin hereby adopts the following **Ten Texas Traits of Good Government** as foundational principles for governance and conduct:

1. **Respectful** - People are treated with fairness, courtesy, and professionalism.
2. **Responsive** - Reasonable public expectations are met in a timely manner.
3. **Effective** - Productivity is evaluated to gauge performance and goal attainment.
4. **Transparent** - Public has access to agency data and the decision-making process.
5. **Competent** - Officials are skilled, educated, and dedicated to continuous improvement.
6. **Ethical** - Public good is paramount, self-dealing is restrained, and corruption is prevented.
7. **Lawful** - Authority is exercised in accordance with established law.
8. **Innovative** - Modern methods are utilized to take advantage of advancements.
9. **Economical** - Budgets are managed prudently and resources handled responsibly.

10. Accountable - Officials take responsibility for decisions and actions.

Section 2. Implementation and Application

- A. The City Council, along with all committees, advisory councils, elected and appointed officials, City employees, and City contracted employees shall strive to integrate these Traits into daily operations, strategic goals, policies, and decision-making processes.
- B. Training and orientation materials shall incorporate the Traits, and City leadership is encouraged to model and promote them across all departments.

Section 3. Severability

If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions or applications, and to this end, the provisions of this Ordinance are declared to be severable.

Section 4. Effective Date

This Ordinance shall become effective immediately upon its passage and publication as required by law.

READ, CONSIDERED, PASSED, and APPROVED on the 16th day of December 2025.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary



Ten Texas Traits of Good Government

While the nature & structure of governmental organizations vary, below is a list of characteristics that are commonly shared among those public organizations that excel in a representative democracy. To be recognized as exemplifying *Good Government* an entity should demonstrate that the organization is:

1. Respectful: People are treated with fairness, courtesy & professionalism.

- Comment A. The public's rights are protected, including the ability to participate in governance.
- Comment B. Dissent and contrary views are welcomed.
- Comment C. Differing backgrounds and attributes are appreciated and celebrated.
- Comment D. Civility and decorum are exhibited in meetings and individual interactions.

2. Responsive: Reasonable public expectations are met in a timely manner.

- Comment A. Officials are compelled by a duty to serve the citizenry.
- Comment B. Officials are receptive to and considerate of public input on public affairs.
- Comment C. Policies and programs reflect the public's preferences.
- Comment D. Citizen complaints and inquiries are responded to fully and in a timely manner.

3. Effective: Productivity is evaluated to gauge performance & goal attainment.

- Comment A. Progress on public purposes is monitored, prioritized, and publicly reported.
- Comment B. Public resources are managed and expended responsibly.
- Comment C. Outputs are measured and evaluated to enhance productivity.
- Comment D. Programs and services are aligned with publicly-stated goals.

4. Transparent: Public has access to agency data & the decision-making process.

- Comment A. Meetings are conducted in a manner that facilitates public participation.
- Comment B. Records are archived and made available for public inspection.
- Comment C. The public is routinely informed of significant programs, policies and regulations.
- Comment D. Engagement of the public throughout the governing process is a priority.
- Comment E. Officials are accessible to the public, including their critics and the media.
- Comment F. An emphasis is placed on sharing factual data with the public free of advocacy.

5. Competent: Officials are skilled, educated & dedicated to continuous improvement.

- Comment A. Officials will be gauged primarily on their capabilities to serve.

- Comment B. Abilities to make wise decisions and provide services shall be maintained.
- Comment C. Capacity to serve the public will be expanded and refined over time.
- Comment D. Officials seek and are provided continuing education and development opportunities.

6. Ethical: Public good is paramount, self-dealing is restrained & corruption is prevented.

- Comment A. Officials place the public's needs above their own self-interests.
- Comment B. Officials must behave in a responsible, trustworthy manner.
- Comment C. Safeguards are in place to prevent all forms of misconduct.
- Comment D. Rules and procedures are in place to disclose and avoid Conflicts of Interest.
- Comment E. Officials receive periodic training and publicly commit to ethical behavior.

7. Lawful: Authority is exercised in accordance with established law.

- Comment A. Officials abide by legal limitations and obligations.
- Comment B. Actions conform with constitutions, statutes, regulations, and judicial rulings.
- Comment C. Local rules are adopted in accordance with established guidelines and procedures.
- Comment D. Codes are enforced objectively and consistently.
- Comment E. Institutions are structured and administered with a respect for the rule of law.

8. Innovative: Modern methods are utilized to take advantage of advancements.

- Comment A. New solutions will be sought and modern methods devised.
- Comment B. Learning atmospheres will be cultivated to encourage modernization.
- Comment C. Pilot projects and beta tests will be cultural norms.
- Comment D. Creativity is resourced and rewarded.

9. Fiscally Sound: Budgets are managed prudently & resources handled responsibly.

- Comment A. Financial management will be based on commonly-accepted principles.
- Comment B. Standard policies and procedures will be put in place to provide uniformity.
- Comment C. Contracting and debt will be overseen to ensure risks are necessary and reasonable.
- Comment D. Regularly-scheduled public audits tracking expenses and revenues are available.
- Comment E. Financial practices are in alignment with long range objectives.
- Comment F. Financial policies are in place to ensure long-term financial sustainability.

10. Accountable: Officials take responsibility for their decisions & actions.

- Comment A. Decisions are made known to the public and subject to public scrutiny.
- Comment B. Decision makers, individually and collectively, own up to their actions.
- Comment C. Procedures and sanctions are in place for misconduct and irresponsible behavior.
- Comment D. Agreements with third party providers of public services ensure public accountability.

This list was drafted by Alan Bojorquez, July 3, 2025. Several city managers and public administration professors contributed to the list. It was inspired by the *Twelve Principles of Good Democratic Governance* adopted by the Council of Europe in 2008. *Draft "F"*



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE ANNEXING A 133.6470-ACRE AND A 40.363-ACRE TRACT OF LAND TOTALING 174.01 ACRES, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF “PDD” PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (PERRY)

DEPARTMENT: Development Services

PROPOSED ACTION: Review, discussion and consideration of an ordinance annexing 174.01 acres located in Travis County into the corporate limits of the City of Elgin, Texas.

BACKGROUND:

The owner of the 174.01 acre territory has submitted a petition to voluntarily enter into the corporate limits of the City of Elgin. The property is currently under a Strategic Partnership Agreement approved via Resolution No. 2023-05-02-26 and under an Amended Development and Consent Agreement approved via Resolution No. 2024-09-03-76. The existing Development and Consent Agreement will be attributed to the property and will become the Planned Development District document for zoning. Annexation of this territory will result in the extension of the City's Extraterritorial Jurisdiction as shown on the ETJ Extension map. The required public hearing for this item was held on December 2, 2025, and now it is time to consider the annexation.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the ordinance as it is presented.

ATTACHMENTS:

1. Ordinance Annexing 174.01 acres and granting PDD zoning

2. Southside meadows Exhibit "A"
3. Southside Meadows Annexation Vicinity Map
4. Elgin Southside Meadows ETJ Extension Map

- { 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. 2025-12-16-

AN ORDINANCE ANNEXING A 133.6470-ACRE AND A 40.363-ACRE TRACT OF LAND TOTALING 174.01 ACRES, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF “PDD” PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, §43.0671 of the Texas Local Government Code and Article II of the Charter of the City of Elgin, Texas, an incorporated city, authorizes the annexation of territory on request of property owners, subject to the laws of this state, and

WHEREAS, a petition for voluntary annexation and permanent zoning has been received from Hariharan Kuppuraj, the owner of 174.01 acres comprised of a 133.6470-acre and 40.363-acre tract of land located in Travis County and known by the Travis County Appraisal District as Parcel No. 237086 and 237087, the property being more fully described in Exhibit “A”, and

WHEREAS, the City Council has previously approved an Amended Development and Consent Agreement dated September 12, 2024, between the City of Elgin, Texas and Hariharan Kuppuraj, and

WHEREAS, the Amended Development and Consent Agreement details the master planned residential community, and

WHEREAS, the City of Elgin and Hariharan Kuppuraj now wish to convert the Development Agreement into a Planned Development District (PDD), and

WHEREAS, on December 2, 2025, after proper notification, the City Council held a public hearing on the proposed annexation and permanent zoning, and

WHEREAS, the City Council determined that the annexation and permanent zoning provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Elgin, Texas, and the laws of this state have been duly followed,

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

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

The property described in Exhibit "A" is hereby annexed to the City of Elgin, Travis County, Texas, and that the boundary limits of the City of Elgin are hereby extended to include the above described territory within the city limits of the City of Elgin, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Elgin and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

III.

A service plan or agreement for the area is hereby adopted and attached as Exhibit "B".

IV.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is classified as "PDD" Planned Development District.

V.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

VI.

That this Ordinance shall become effective after its passage.

VII.

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

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

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

VIII.

The City Secretary is hereby directed to file with the County Clerk of Travis, Texas, a certified copy of this ordinance.

READ, PASSED, AND ADOPTED this 16th day of December 2025.

THERESA Y. MCSHAN, Mayor

ATTEST:

PEYTON STANDIFER, City Secretary

METES & BOUNDS DESCRIPTION

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

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

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

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

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

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

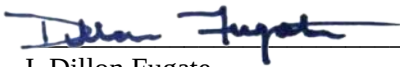
THENCE N62°39'25"W, with the common line of said Tract 1 and said 5.00 acre tract, passing at 273.81 feet, a disturbed 1/2-inch iron rod found for the northwest corner of said 5.00 acre tract and the northeast corner of a called 5.000 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 10911,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

(CONTINUED ON NEXT PAGE)

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

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

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

10/31/2022

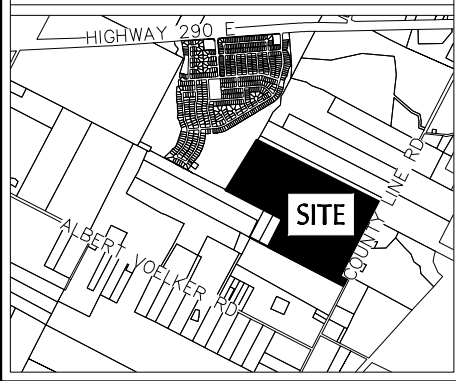
Date

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



VICINITY MAP

NOT TO SCALE



CONTROL NOTE:

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

BASE POINT INFORMATION (GRID)

1
N=10098139.1147

E=3214883.7572

ELEV.=525.1367

CP=IRSAC 1/2 DOUCET

UNITS: US SURVEY FEET.

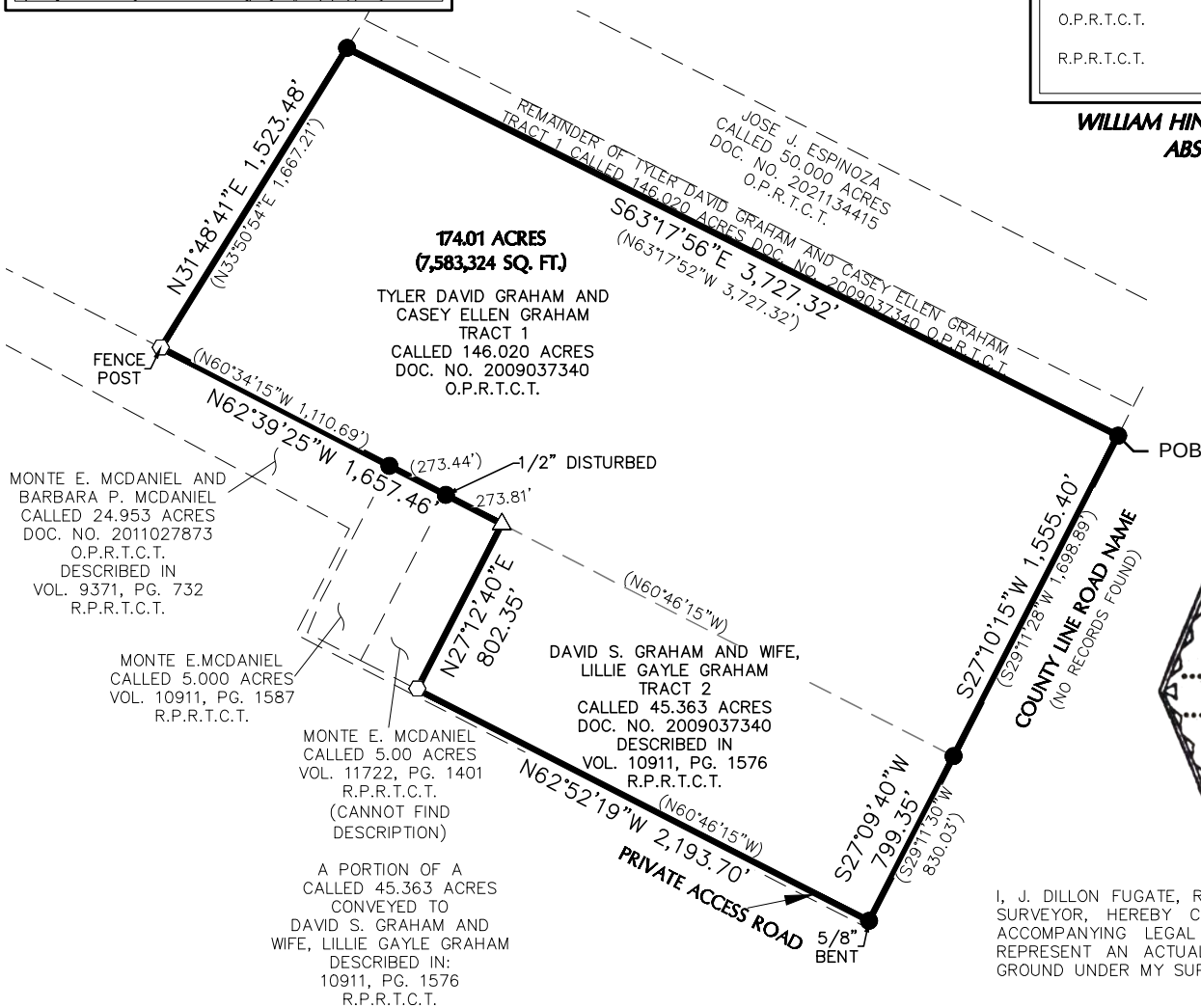
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

VICINITY MAP

NOT TO SCALE

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

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



DA



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



GRAPHIC SCALE: 1"=800'

Dillon Fugate 10/31/2022

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

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

TRAVIS COUNTY, TEXAS



DOUCET

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

Date: 10/11/2022

Scale: 1"=800'

Drawn by: JRT

Reviewer: DF

Project: 2403-002

Sheet: 3 OF 3

Field Book: 551

Party Chief: LG

Survey Date: 08/10/2022

EXHIBIT "B"

133.6470 Acres

PROVISION OF SERVICES PLAN

Date:	November 14, 2025
Annexation Area:	133.6470 Acres of land, situated in the William Hines Survey No. 53, Abstract No. 345, Travis County, Texas
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua Water Supply Corporation serves this area with water services. All new installations will be made in accordance with Aqua WSC requirements.
2. Sewer Service	City of Elgin will provide through the existing County Line Lift Station.
3. Fire Protection	Bastrop/Travis Counties ESD 1 North Bastrop County Fire Rescue serves this area.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste Collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	None by the City of Elgin

40.3630 Acres

PROVISION OF SERVICES PLAN

Date:	November 14, 2025
Annexation Area:	40.3630 Acres of land, situated in the William Hines Survey No. 53, Abstract No. 345, Travis County, Texas
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Aqua Water Supply Corporation serves this area with water services. All new installations will be made in accordance with Aqua WSC requirements.
2. Sewer Service	City of Elgin will provide through the existing County Line Lift Station.
3. Fire Protection	Bastrop/Travis Counties ESD 1 North Bastrop County Fire Rescue serves this area.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste Collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	None by the City of Elgin

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF ELGIN, TEXAS:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Elgin, Texas, the following described territory, to wit:

237086 - Abs 345 Sur 53 Hines W Acr 133.6470 (1 D 1)
237087 - Abs 345 Sur 53 Hines W Acr 40.363 (1 D 1)

We certify that the above described tract of land is within the extraterritorial jurisdiction or is contiguous and adjacent to the City of Elgin, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Signed: [Signature]

Signed: _____

Signed: _____

Connecticut
THE STATE OF TEXAS

COUNTY OF Hartford

BEFORE ME, the undersigned authority, on this day personally appeared HARITHARAN KUPPURA, and _____, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 13 day of November, 2025.

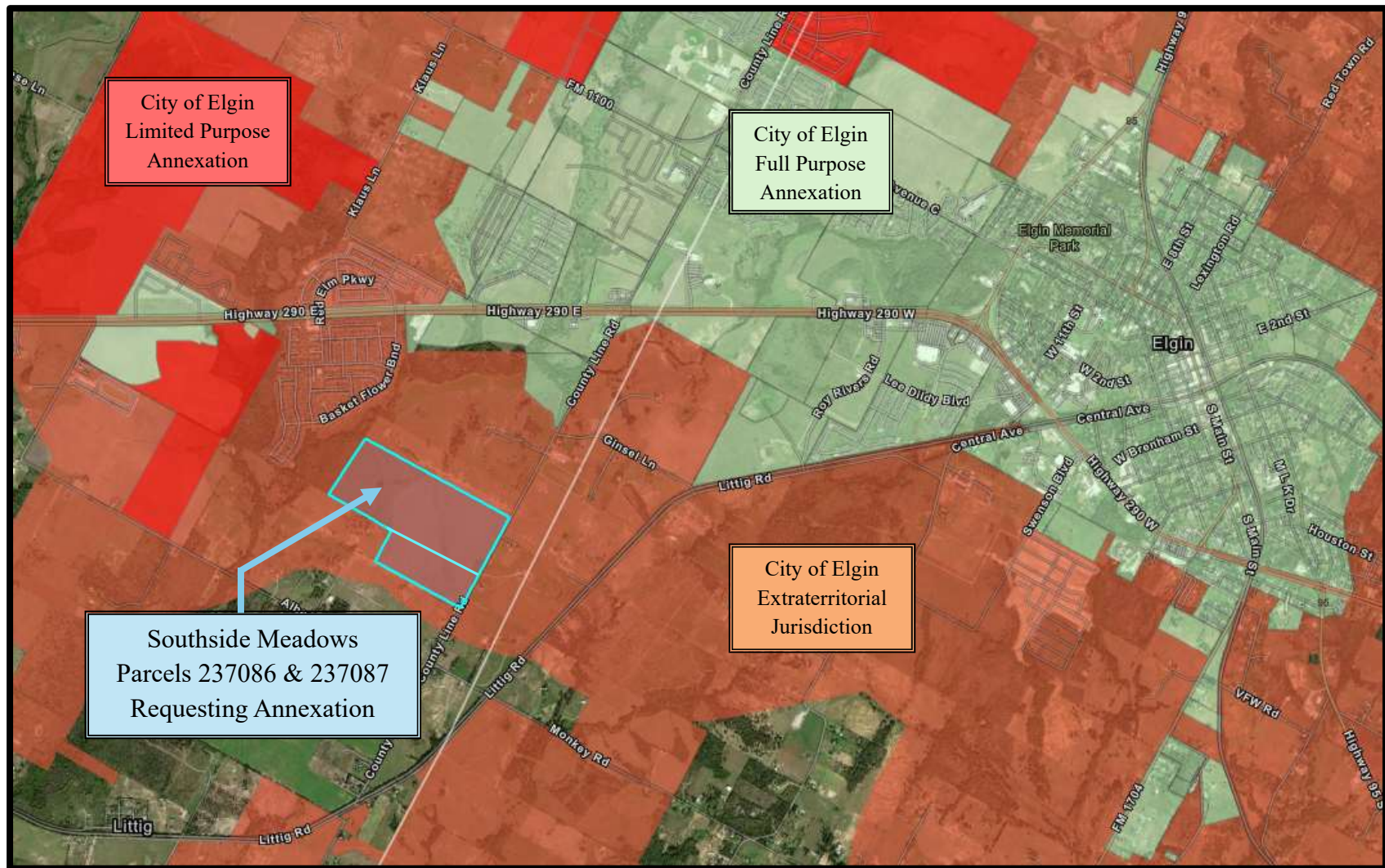
{NOTARY SEAL}

[Signature]

Notary Public in and for
3/31/2026 County, ~~Texas~~.



Vicinity Map



City of Elgin
Limited-Purpose City Limits

City of Elgin
Full Purpose City Limits

Newly Annexed Parcels
#237086
#237087

Newly Extended
City of Elgin
Extraterritorial Jurisdiction

Existing City of Elgin
Extraterritorial Jurisdiction

Legend

Elgin City Limits
FULL PURPOSE
LIMITED PURPOSE
Elgin ETJ Outline
Elgin ETJ
PARCEL #237086 & PARCEL #237087
ETJ EXTENSION

 **ETJ EXTENSION**
ELGIN, TEXAS


0 800 1,600 3,200
Feet
1 INCH = 800 FEET

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Elgin or WGA for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided. The map is reflective of information as of the date of printing.

WGA
WILLIAMS GROUP, INC.
10000 WILLOW CREEK DRIVE
DALLAS, TEXAS 75243
(214) 343-7000
www.williams-group.com



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (Perry)

DEPARTMENT: Development Services

PROPOSED ACTION: Review, discussion and consideration of an ordinance assigning newly annexed property to Ward Area No. 2.

BACKGROUND:

When a parcel of land is annexed into the City Limits, State Law requires assignment of the area to an elected representative. The only Council Ward that can be assigned based on location is Ward No. 2.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the Ordinance as it is presented.

ATTACHMENTS:

1. Southside Meadows 174.01 acre Ward Assignment Ordinance
2. Exhibit A Metes Bounds_Southside Meadows
3. Southside Meadows Ward Map Exhibit

{ } 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. 2025-12-16-____

AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Elgin, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter, and

WHEREAS, the territory described on Exhibit “A” (the “Property”) attached hereto and made a part hereof by reference for all purposes, was unilaterally annexed by the City of Elgin by Ordinance No. 2025-12-16-____ on December 16, 2025, and

WHEREAS, the procedures prescribed by the Charter of the City of Elgin and the applicable laws of the State of Texas have been duly followed with respect to the Property, and

WHEREAS, the Property is so situated as to be assigned to City Council Ward Area No. 2; and it is the intention of the City Council to add these parcels to Ward Area No. 2; now therefore,

BE IT ORDANED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS:

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

That the Property described in the attached Exhibit “A” is hereby assigned to Council Ward Area No. 2.

III.

That this Ordinance shall become effective after its passage.

IV.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

V.

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

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

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

READ, PASSED, AND ADOPTED on first reading this 16th day of December 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

METES & BOUNDS DESCRIPTION

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

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

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

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

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

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

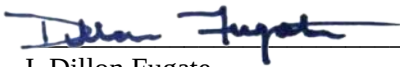
THENCE N62°39'25"W, with the common line of said Tract 1 and said 5.00 acre tract, passing at 273.81 feet, a disturbed 1/2-inch iron rod found for the northwest corner of said 5.00 acre tract and the northeast corner of a called 5.000 acre tract, conveyed to Monte E. McDaniel, recorded in Volume 10911,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

(CONTINUED ON NEXT PAGE)

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

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

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



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

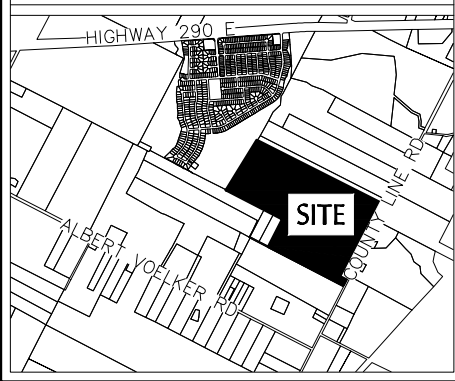
10/31/2022

Date



VICINITY MAP

NOT TO SCALE



CONTROL NOTE:

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

BASE POINT INFORMATION (GRID)

1
N=10098139.1147

E=3214883.7572

ELEV.=525.1367

CP=IRSAC 1/2 DOUCET

UNITS: US SURVEY FEET.

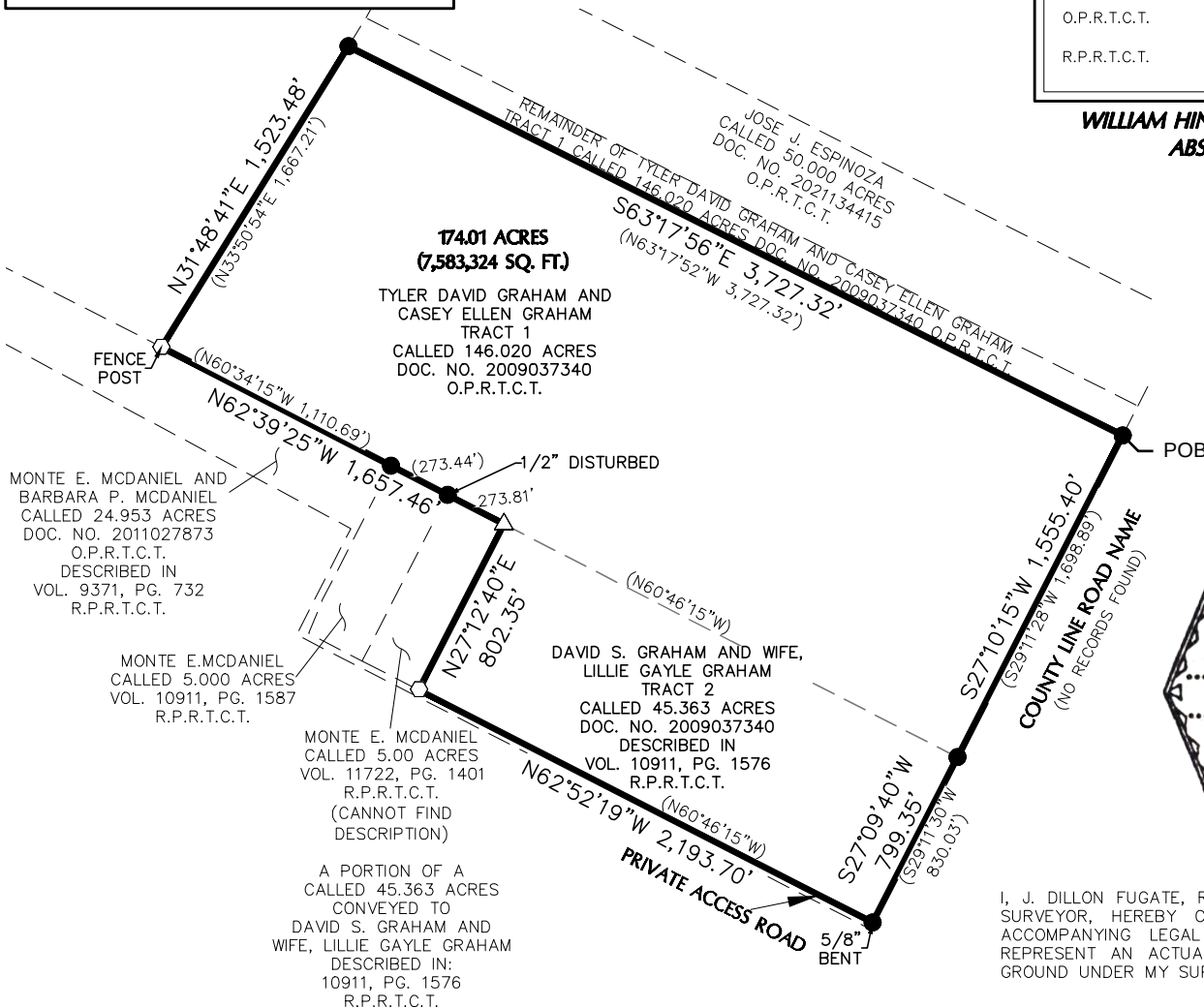
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

VICINITY MAP

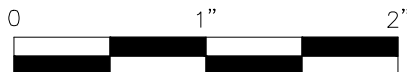
NOT TO SCALE

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

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



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



GRAPHIC SCALE: 1"=800'

Dillon Fugate 10/31/2022
DATE

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

174.01 ACRE
(7,583,324 SQUARE FEET)
EXHIBIT
TRAVIS COUNTY, TEXAS

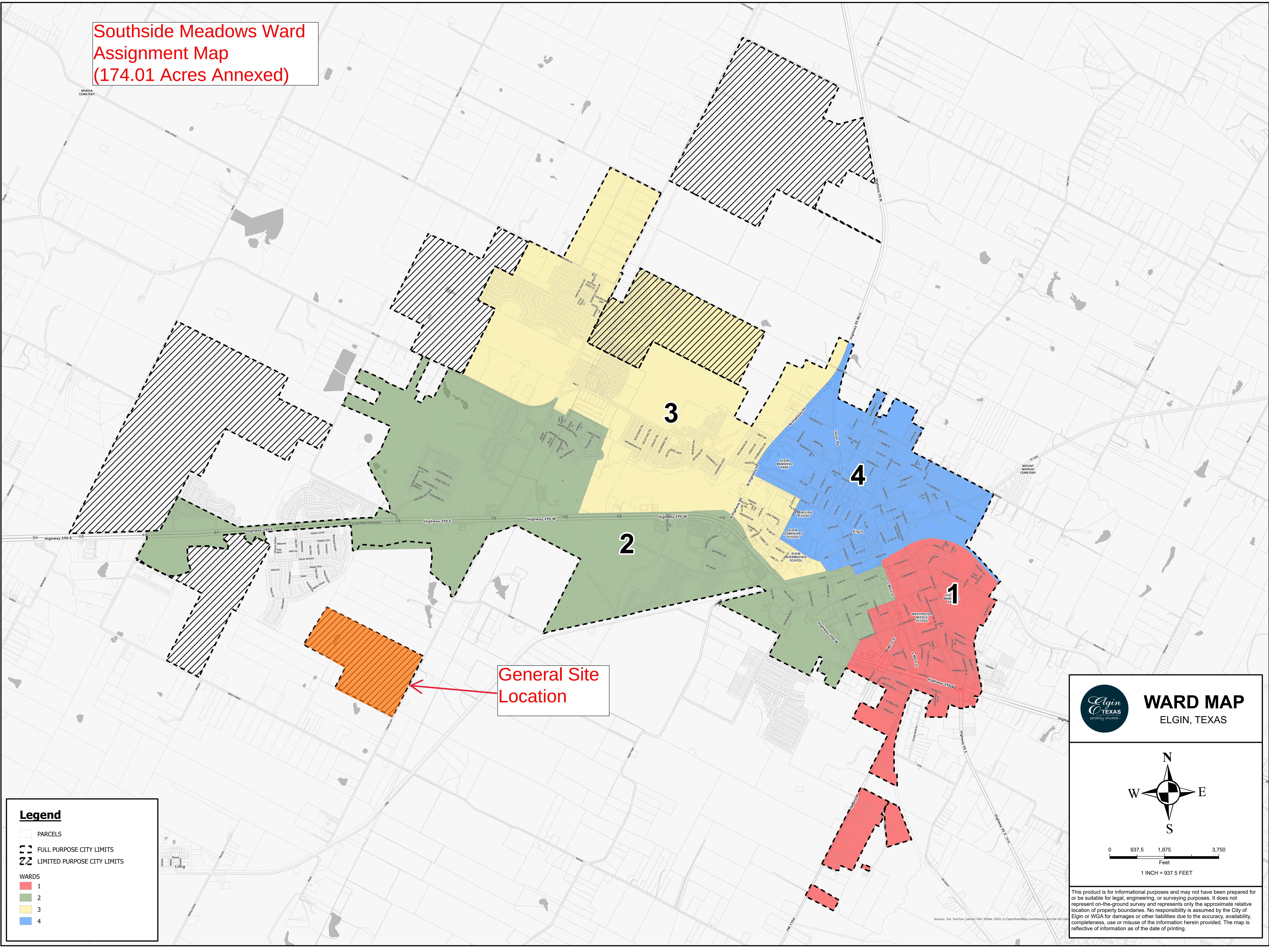


DOUCET

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

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

Southside Meadows Ward
Assignment Map
(174.01 Acres Annexed)



Legend

PARCELS

FULL PURPOSE CITY LIMITS

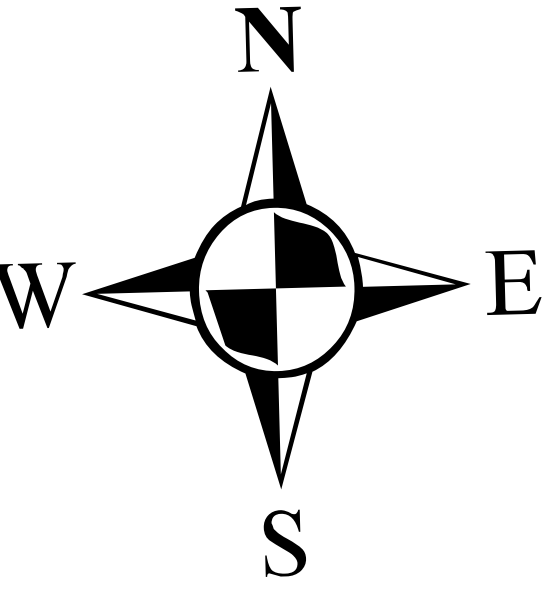
LIMITED PURPOSE CITY LIMITS

WARDS

- 1
- 2
- 3
- 4



WARD MAP
ELGIN, TEXAS



0 937.5 1,875 3,750
Feet
1 INCH = 937.5 FEET

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Elgin or WGA for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided. The map is reflective of information as of the date of printing.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES (THE "DEVELOPER") AND THE ALTESSA MUNICIPAL UTILITY DISTRICT (THE "DISTRICT") AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration of a Resolution authorizing the third amendment to the Development & Consent Agreement with Clayton Properties Group, Inc./Brohn Homes and the Altessa Municipal Utility District.

BACKGROUND:

Discussed at previous meetings; Clayton Properties Group, Inc. dba/Brohn Homes through the Altessa Municipal Utility District (MUD) is developing 280+ acres of land within City's ETJ as "Harvest Ridge", a master-planned residential community with many amenities and park and recreational facilities. The City previously executed a Development and Consent Agreement with the developers and the Altessa MUD dated August 9, 2019, and subsequently executed a First Amendment dated December 16, 2020 and a Second Amendment dated March 7, 2023. This Third Amendment revises the Concept Plan, replaces Section 2.01, 2.05 (b), 2.05(e), acknowledges that 50.24 acres of parkland have been dedicated to either the school district or the District, extends the time period for Public Safety Services Sive reversion from 5 years to 7 years, revises the minimum lot size allowing for "Cottage" lots, and allows for the Developer to purchase and maintain the "Peppergrass Trail Improvements".

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the resolution as it is presented.

ATTACHMENTS:

1. Harvest Ridge 3rd Amendment Resolution
2. Exhibit "A"
3. Revised Concept Plan
4. Harvest Ridge Vicinity Map

- { 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. 2025-12-16-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE THIRD AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC., A TENNESSEE CORPORATION DOING BUSINESS IN TEXAS AS BROHN HOMES (THE “DEVELOPER”) AND THE ALTESSA MUNICIPAL UTILITY DISTRICT (THE “DISTRICT”) AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, The City and the Developer entered into that certain Development and Consent Agreement dated effective August 8, 2019 (the “Original Agreement”) concerning the development of 283.115 acres of land located in Bastrop and Travis Counties; and,

WHEREAS, the District subsequently became a party to the Original Agreement by entering into that certain Joinder Agreement dated May 14, 2020 (the City, Developer, and District are collectively referred to herein as the “Parties”); and,

WHEREAS, the Parties then entered into that certain First Amendment to Development and Consent Agreement dated effective January 26, 2021, and that certain Second Amendment to Development and Consent Agreement dated effective March 7, 2023; and,

WHEREAS, the Parties now desire to amend the Agreement as more fully set out in Exhibit “A”.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute the *Third Amendment to the Development and Consent Agreement with Clayton Properties Group, Inc. dba Brohn Homes and the Altessa Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 16th day of December 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

THIRD AMENDMENT TO DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND BASTROP §

This Third Amendment to Development and Consent Agreement (this “Amendment”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”), **Clayton Properties Group, Inc.**, a Tennessee corporation doing business in Texas as **Brohn Homes** (“Developer”), and **Altessa Municipal Utility District**, political subdivision of the State of Texas created and operating under Chapters 49 and 54, *Texas Water Code* (the “District”) (the City, Developer, and District are collectively referred to herein as the “Parties”).

RECITALS

A. The City and Developer entered into that certain Development and Consent Agreement dated effective August 8, 2019 (the “Original Agreement”), concerning the development of 283.115 acres of land located in Bastrop and Travis Counties, as more particularly described in the Agreement (the “Property”).

B. The District subsequently became a party to the Original Agreement by entering into that certain Joinder Agreement dated May 14, 2020. The Original Agreement, together with the Joinder Agreement, is recorded under Document No. 202102163, Official Public Records of Bastrop County, Texas, and under Document No. 2021024620, Official Public Records of Travis County, Texas.

C. The Parties then entered into that certain First Amendment to Development and Consent Agreement dated effective January 26, 2021 (the “First Amendment”), recorded under Document No. 202102173, Official Public Records of Bastrop County, Texas, and under Document No. 2021024632, Official Public Records of Travis County, Texas, and that certain Second Amendment to Development and Consent Agreement dated effective March 7, 2023 (the “Second Amendment”), recorded under Document No. 202303414, Official Public Records of Bastrop County, Texas, and under Document No. 2023024050, Official Public Records of Travis County, Texas. The Original Agreement, together with the Joinder Agreement, as amended by the First Amendment and Second Amendment, is referred to herein as the “Agreement”.

D. The Parties now desire to amend the Agreement as more fully set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

Section 1. Revised Concept Plan. The Concept Plan, as such term is defined in the Agreement, is hereby replaced in its entirety with the concept plan for the Property attached hereto as **Exhibit A** (the “Revised Concept Plan”), and the “Concept Plan” shall hereinafter refer to the Revised Concept Plan for all purposes under the Agreement. The City hereby confirms (i) that it approves the Revised Concept Plan and (ii) that the Revised Concept Plan complies with the City’s General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Revised Concept Plan and confirms that the Revised Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that Developer may implement the Development with minor changes to the Revised Concept Plan without returning to the City for additional approval.

Section 2. Development Description. Section 2.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.01 Development Description. Developer proposes to construct a master-planned, multi-phased residential project on the Property (the “Development”) that is projected to include approximately 1,300 single-family residential lots, for a total of 1,300 living unit equivalents (“LUEs”). The Development will also include (i) approximately 59.28 acres of parkland, including approximately seven (7) linear miles of trails, (ii) approximately two (2) acres devoted to public safety services; and (iii) 12.92-acre school site, all as initially depicted on the Concept Plan.

Section 3. Developer’s Capacity Payment. Section 2.05(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

(b) **Developer’s Capacity Payment.** Based on the Concept Plan, it is estimated that the required WWTP capacity to serve the Development at full build-out will be between 0.294 MGD (for 1,200 LUEs) and 0.319 MGD (for 1,300 LUEs). Developer, on behalf of the District, will pay the City an amount equal to:

(i) with respect to the first 1,200 LUEs of wastewater service utilized by Developer under this Agreement (the “Group A LUEs”), the product of \$2,550 per single-family residential lot or \$2,550 per LUE for any non-single-family residential lot (but excluding any Exempt Lots, defined below) multiplied by the actual number of single-family residential lots/LUEs within the Development, plus

(ii) with respect to any LUEs of wastewater service utilized by Developer under this Agreement in excess of the Group A LUEs (the “Group B LUEs”), the product of \$4,590 per single-family residential lot or \$4,590 per LUE for any non-single-family residential lot (but excluding any Exempt Lots, defined below) multiplied by the actual number of single-family residential lots/LUEs within the Development,

(the “Capacity Payment”), which amount is estimated to be approximately \$3,454,740.00 (based on 1,286 LUEs), and which will be applied by the City to pay the costs of such estimated 0.294 to 0.319 MGD portion of the WWTP Expansion. For purposes of this Agreement, “Exempt Lot” means any non-single-family residential lots conveyed to Aqua (defined below), the City, the ISD (defined below) or the ESD (defined below). The City is responsible for all costs of the WWTP Expansion in addition to the Capacity Payment, and all costs for any subsequent expansions to the WWTP, which will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants. As a condition of the City’s approval of each final plat for a portion of the Development, Developer will pay to the City: (i) with respect to the Group A LUEs, the sum of \$2,550 per single-family residential lot or \$2,550 per LUE for any non-single-family residential lot within such final plat (excluding any Exempt Lots) and (ii) with respect to the Group B LUEs, the sum of \$4,590 per single-family residential lot or \$4,590 per LUE for any non-single-family residential lot within such final plat (excluding any Exempt Lots), which amount will fund the Capacity Payment and be utilized by the City to pay the costs of, in part, and reimburse the City for the costs of, in part, the estimated 0.294 to 0.319 MGD portion of the WWTP Expansion.

Section 4. Wastewater Service Commitment. Section 2.05(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

(e) Ownership of Facilities. The amount of 1,300 LUEs of capacity in the WWTP Expansion and Interceptor Line are hereby reserved for full build-out of the Development. Upon completion, the WWTP Expansion and Interceptor Line shall be owned by the City, but 1,300 LUEs of capacity in the WWTP Expansion and Interceptor Line will be owned by Developer, on behalf of the District, and capacity sufficient to serve the Development shall be irrevocably and permanently reserved for and committed to Developer, on behalf of the District. Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of Developer upon written notice to the City. The parties agree that this Agreement shall constitute a contract that conveys an ownership interest in or a specified contractual capacity in the WWTP Expansion and Interceptor Line pursuant to 30 Texas Administrative Code Section 293.44(b)(3), or its successor.

Section 5. Parkland. The City hereby acknowledges and agrees that (a) Developer’s conveyance of the School Site totaling 12.92 acres by Special Warranty Deed dated March 8, 2023, by Developer, as grantor, to the ISD, as grantee, recorded in Doc. No. 202303572, Official Public Records, Bastrop County Texas, and (b) the conveyances of parkland to the District as identified on the recorded final plats for Sections 1, 2, 2B, 3, and 4 of the Development and in separate recorded conveyances, totaling 50.24 acres, exceeds the required parkland dedication for the Development, which is 50.08 acres, and that no additional parkland dedication or park fees will be required from Developer, except as is materially consistent with the Concept Plan.

Section 6. Public Safety Services Site. Section 7.02 of the Agreement is hereby

amended so that the time period after which ownership of the Public Safety Services Site shall revert to Developer in the event that the City or a permitted successor-in-interest has not constructed and commenced operation of an emergency services station or similar facility is extended from within five (5) years of the date of conveyance from Developer to the City to within seven (7) years of the date of conveyance from Developer to the City.

Section 7. Minimum Lot Size. Item No. 14 on Exhibit “F” to the Agreement (as amended by the First Amendment) is hereby deleted in its entirety and replaced with the following:

14. Sec. 36-170 – All single-family residential lot platted in subdivisions located within the Development other than Cottage Lots (defined below) shall be a minimum of 3,600 square feet. All single-family residential lot platted in subdivisions within the Development that is a “Cottage” lot, as depicted on the Concept Plan (each, a “Cottage Lot”), shall be a minimum of 2,000 square feet.

Section 8. Peppergrass Trail. As a condition to the City’s acceptance of the subdivision infrastructure for Section 5 of the Development, as shown on the Concept Plan, (a) Developer shall have installed a recreational trail in the area depicted on **Exhibit B** attached hereto, but only to the extent such portions of the recreational trail are within property owned by Developer or its affiliates or property that Developer or its affiliates has a right to purchase (the “Peppergrass Trail Improvements”); (b) Developer shall have conveyed the Peppergrass Trail Improvements to the District (including any required easement to maintain such improvements on Developer’s property); and (c) the District shall have accepted the Peppergrass Trail Improvements for maintenance.

Section 9. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein will have the meanings set forth in the Agreement.

Section 10. Ratification; Conflict. Except as expressly modified herein, the Parties agree that the Agreement continues in full force and effect. If there is any conflict between the terms of the Agreement and the terms of this Amendment, this Amendment will control.

Section 11. Effective Date. The Effective Date of this Amendment and other similar references in this Amendment are deemed to refer to the date on which this Amendment has been fully executed, initialed, if applicable, dated by all Parties.

Section 12. Counterpart Execution. This Amendment may be executed in any number of counterparts, including execution by facsimile or email (*e.g.*, .PDF), with the same effect as if all Parties had signed the same document, and all counterparts will constitute one and the same agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AND CONSENT AGREEMENT

CITY OF ELGIN, TEXAS

By: _____
Theresa McShan, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on _____, 2025, by Theresa McShan, Mayor of the City of Elgin, Texas, a home-rule city, on behalf of said city.

Notary Public Signature

(Seal)

COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AND CONSENT AGREEMENT

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as BROHN HOMES

By: _____
Adam B. Boenig, Vice President

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2025, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

Notary Public Signature

(Seal)

COUNTERPART SIGNATURE PAGE TO
THIRD AMENDMENT TO DEVELOPMENT AND CONSENT AGREEMENT

ALTESSA MUNICIPAL UTILITY DISTRICT

By: _____
Curtis K. Dyer
President, Board of Directors

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2025, by Curtis K. Dyer, President of the Board of Directors of Altessa Municipal Utility District, on behalf of said District.

Notary Public Signature

(Seal)

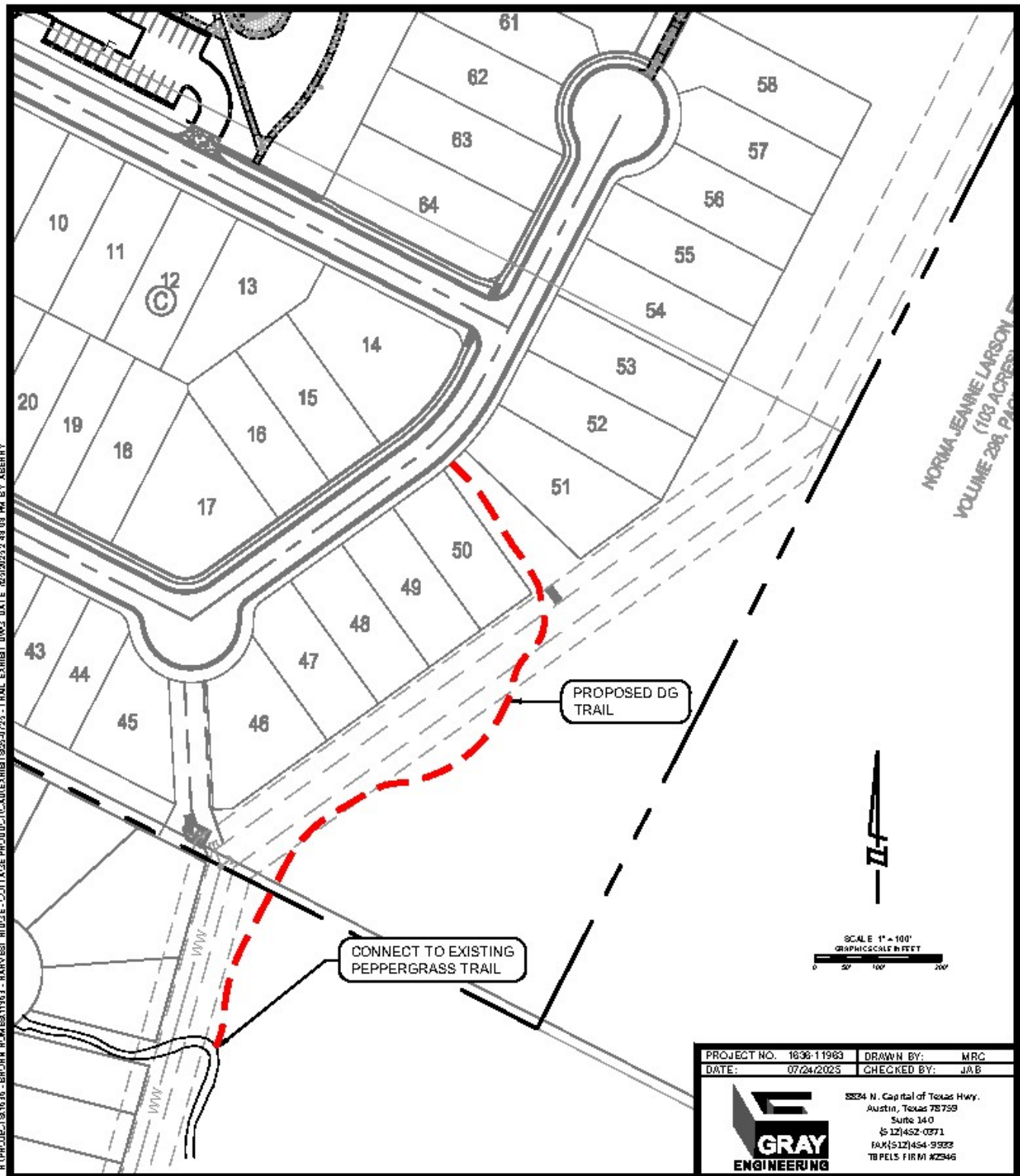
HARVEST RIDGE SUBDIVISION

REVISED CONCEPT PLAN

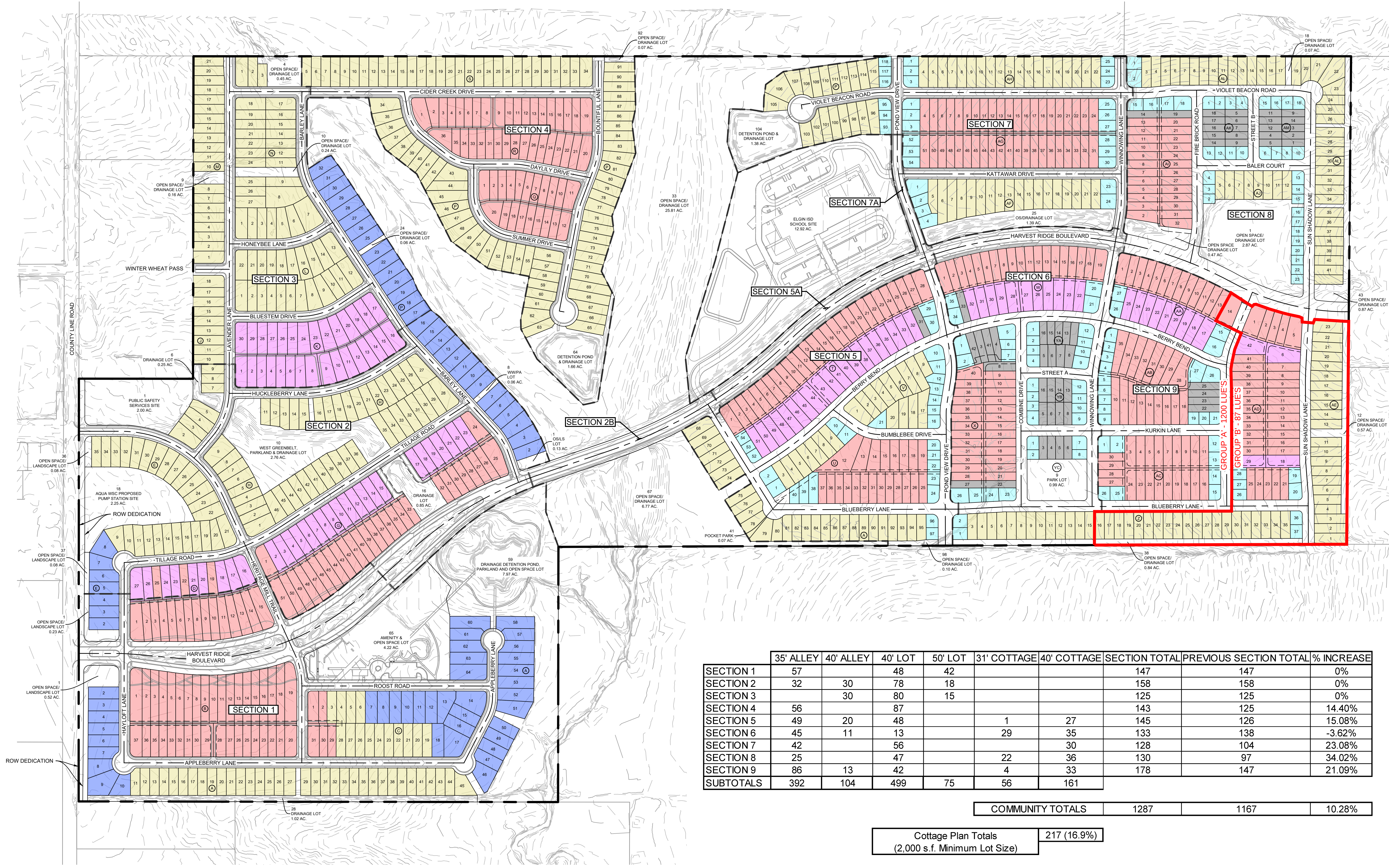


EXHIBIT "B"

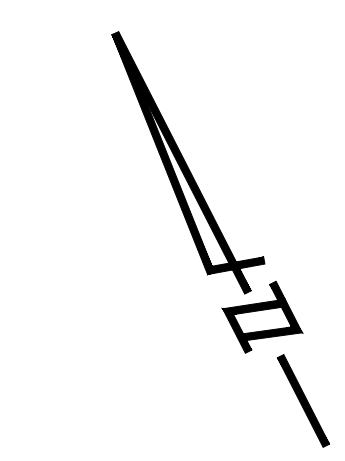
PEPPERGRASS TRAIL IMPROVEMENTS



HARVEST RIDGE SUBDIVISION
REVISED CONCEPT PLAN



- 40' WIDE LOT
- 50' WIDE LOT
- 35' ALLEY LOT
- 40' ALLEY LOT
- 31' COTTAGE LOT
- 40' COTTAGE LOT (45' CORNER COTTAGE)

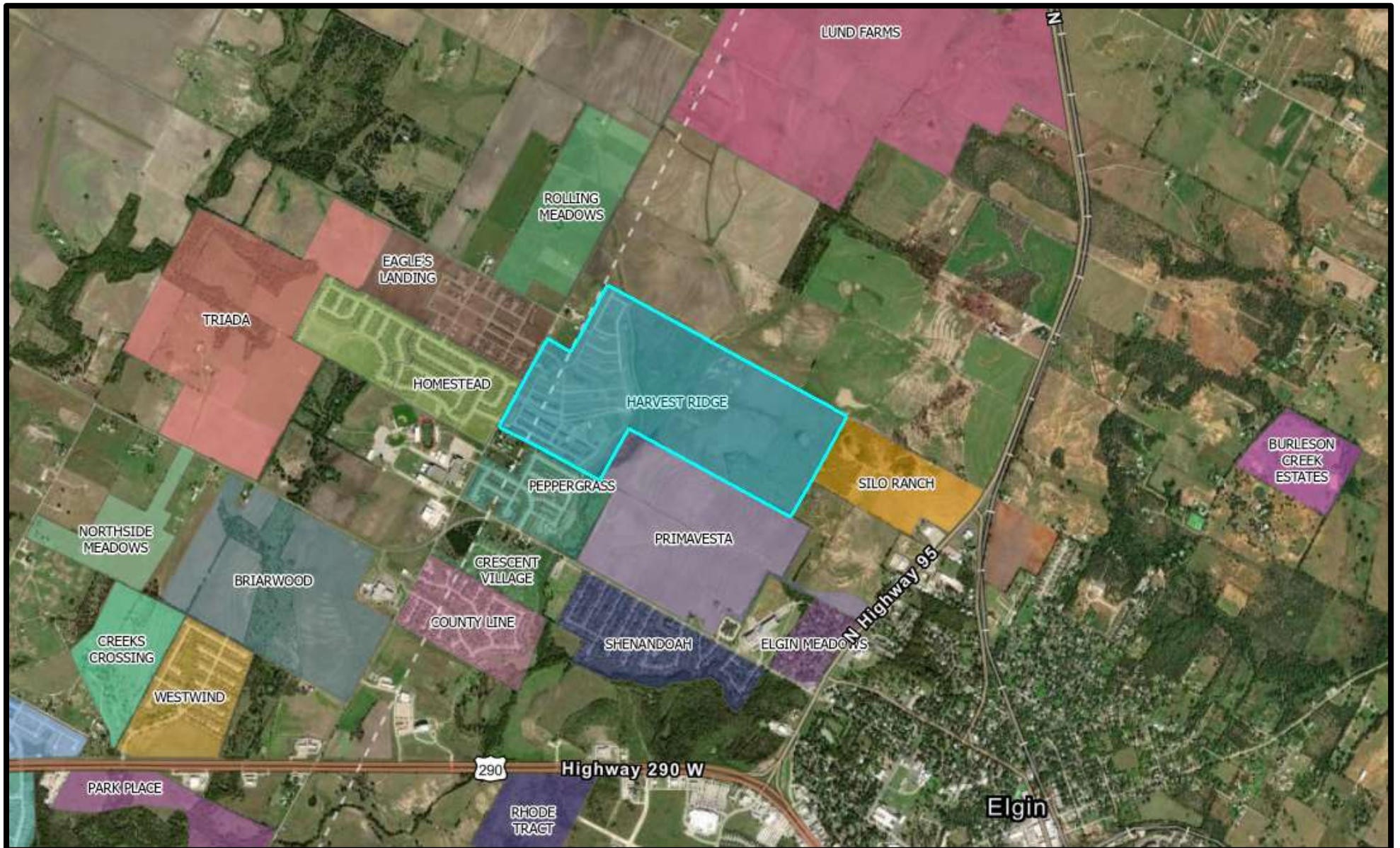


SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

PROJECT: 1636-11963 DRAWN BY: MKS
DATE: 11/3/2025 CHECKED BY: JAB

GRAY CIVIL, INC.
512-452-0371
gray-civil.com
8834 N. Capital of Texas
Highway, Suite 140
5316 W. US Highway 290
Service Road, Suite 220
TBPELS FIRM #2946

Vicinity Map





Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: Executive

PROPOSED ACTION: Consider and adopt the resolution authorizing the Mayor to execute the contract with the Elgin Chamber of Commerce for the Visitor's Center

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the contract and resolution.

ATTACHMENTS:

1. Resolution Funding Agreement between COE and Chamber
2. Chamber of Commerce Agreement 11-25-2025

{ } 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. 2025-12-16-XX

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 16th day of December 2025.

ATTEST:

THERESA MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

**FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN AND THE ELGIN CHAMBER OF
COMMERCE AND VISITOR’S CENTER FOR EXPENDITURE OF HOTEL OCCUPANCY TAX
FUNDS FOR THE OPERATION OF THE VISITOR’S CENTER**

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

COUNTY OF BASTROP

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

RECITALS

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

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

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

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

GENERAL PROVISIONS

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

Section 2. Chamber Obligations. The Chamber shall use all of the awarded funds provided by the City in accordance with Chapter 351 of the Texas Tax Code and the Chamber's funding application solely for the use of operating and maintenance of the Elgin Visitor Center and providing assistance to out-of-town visitors. All expenditures shall be limited to those authorized by Texas Tax Code §351.101(a), including the operation of a visitor information center and advertising or promotional programs that are likely to directly enhance and promote tourism and the hotel industry. Funds may not be used for chamber membership services, lobbying, or general economic-development activities not tied to tourism. At a minimum, the Elgin Visitor Center must:

- a) Display marketing materials from local hotels, motels, and restaurants; and
 - 1. display information related to local special events and sporting events; which would support hotels, motels, and accommodations in the City.
 - 2. Produce at least one print marketing material targeted towards outside visitors and distribute at least 2,000 items by February 1 annually to locations outside Elgin including but not limited to the TXDOT travel Centers.
 - 3. Advertise community events listed in Section 4 to outside visitors Via sponsored social media posts, flyers, newspaper ads. Provide documentation of this advertising in the respective quarterly reports.
 - 4. Add community events listed in Section 4 to online calendars such as the Statesman, Do512, Community Impact, Elgin Courier, Austin Chronicle, Texas Highways. Provide documentation of these listings in the respective quarterly reports.
 - 5. Chamber of Commerce will have a staff member attend joint Main Street & Chamber promotion and tourism committee meetings.
 - 6. Two representatives of the city's choosing are voting members on the Greater Elgin Chamber of Commerce Board of Directors.
 - 7. The contract shall be reviewed annually by January 20th by both parties.

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

- a) On a MONTHLY basis, within fifteen (15) days after the end of the month a Visitor Center Report that includes the following information:
 - i. The number of assisted walk-in-visitors during normal visiting hours segregated into four categories (1) out-of-state or international visitors, (2) Elgin visitors, (3) Bastrop County visitors, and (4) other visitors from Texas; and

- ii. The number of phone calls where out-of-town visitors were provided assistance; and
 - iii. The name of out-of-town groups and number of visitor packets distributed; and
 - iv. Actual hours of operation of the Visitor Center
- b) On a QUARTERLY basis, within fifteen (15) days of the end of each quarter a General Activity Report that includes the following information:
 - i. Promotional activities, specifically including any activities intended to generate visitors to Elgin; and
 - ii. Tourism related meetings and promotional events attended; and
 - iii. Groups or organizations that utilized Chamber facilities or equipment; and
 - iv. Marketing efforts, including but not limited to any publications or media coverage generated by Chamber; and
 - v. A synopsis of Chamber social media activity; and
 - vi. The number of volunteers utilized to support the Chamber and its programs, delineated by their associated activity.
- c) Chamber P&L Budget Performance for the Period ending December 31, Provided by January 15 and June 30, to City Secretary.
- d) A copy of the Chambers Form 990 within 30 days of filing to City Secretary.
- e) A copy of audited financial reports submitted to the City Secretary every two years within 30 days of completion.
- f) Present an annual report to City Council on the first Tuesday of February, coordinated with the City Secretary.

Section 3 A.

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

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

Section 4 A Hours in addition to regular visitor center hours

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

- a. Elgin Music Festival / Explore Elgin Art & Culture
- b. Juneteenth
- c. Western Days
- d. Hogeye Festival
- e. Dia De Los Muertos
- f. Small Business Saturday
- g. Holiday by Tracks
- h. Sip Shop & Stroll monthly every 2nd Thursday

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

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

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

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

Section 7. Non-Appropriation of Funds. All obligations of the City under this agreement are subject to the availability of annual legislative appropriations by the City Council and the Chamber acknowledges that the ability of the City to Perform under this Agreement is contingent upon the continued availability of funds. The amount of City obligation hereunder shall not at any time exceed the amount certified for the purpose stated in such advance authorization. The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are within the exclusive discretion of the Elgin City Council.

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

Section 9. Term. This Agreement shall become effective as of January 1, 2026, and shall continue in effect until December 31, 2027. Both parties agree to an annual review of the agreement during this period. The term of this Agreement shall be for twenty-four (24) months beginning on January 1, 2026, unless otherwise terminated by either party in writing.

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

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

general liability insurance with limits of not less than \$1,000,000 per occurrence, naming the City as an additional insured. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this Agreement does not assign any responsibility for civil liability to the City that may arise by virtue of this Agreement.

Section 12. Termination. Upon sixty (60) days written notice, the City may terminate this Agreement, with or without cause, and without the consent of the Chamber. Likewise, upon sixty (60) days written notice, the Chamber may terminate this Agreement, with or without cause, and without the consent of the City. Within thirty (30) days of termination or expiration, the Chamber shall submit a final accounting and return any unspent HOT funds..

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

MISCELLANEOUS

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

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

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

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

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

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

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

Section 21. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

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

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

CITY: City of Elgin
 Attn: City Secretary
 P.O. Box 591
 Elgin, TX 78621

CHAMBER: Elgin Chamber of Commerce & Visitors Center
 Attn: President
 P.O. Box 408
 Elgin, TX. 78621

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

CITY OF ELGIN:

BY: _____

Theresa Y. McShan, Mayor

Date _____

THE ELGIN CHAMBER OF COMMERCE AND VISITORS CENTER:

BY: _____

Chairperson

Date _____

BY: _____

President

Date _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, A TEXAS LIMITED LIABILITY COMPANY AND LUND FARM MUNICIPAL UTILITY DISTRICT, A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS AMENDING SECTION 2.03 (ANNEXATION) AND ADDING SECTION 2.05 (DISANNEXATION) AND SECTION 2.06 (INDEMNIFICATION) AND MAKING CERTAIN FINDINGS RELATED THERETO. (PERRY)

DEPARTMENT: Development Services

PROPOSED ACTION: Review, discussion and approval of the First Amendment to the Lund Farm Amended and Restated Development and Consent Agreement as presented.

BACKGROUND:

Discussed at previous meetings, Lund Farm Investment LLC through the Lund Farm Municipal Utility District (MUD) is developing 586+acres of land within the City's ETJ as "Lund Farm", a master-planned residential community with many amenities and park & recreation facilities. The City previously executed a Development and Consent Agreement with the developers and Lund Farm MUD which became effective on October 19, 2023. The Development Agreement was amended and restated in April 2025 when the developers added two tracts of land totaling 16.766 acres to the development. Now the City and Developer wish to further amend the Amended and Restated Agreement by amending Section 2.03 (Annexation) and adding Section 2.05 (Disannexation) and Section 2.06 (Indemnification).

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the resolution as it is presented.

ATTACHMENTS:

1. Lund Farm 1st Amendment to DA Amendment Resolution
2. Exhibit A First Amendment to the Amended and Restated Development and Consent Agreement - FINAL (executed by Developer) (002)

- { 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. 2025-12-16-__

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT WITH LUND FARM INVESTMENT LLC, A TEXAS LIMITED LIABILITY COMPANY AND LUND FARM MUNICIPAL UTILITY DISTRICT, A CONSERVATION AND RECLAMATION DISTRICT OF THE STATE OF TEXAS AMENDING SECTION 2.03 (ANNEXATION) AND ADDING SETION 2.05 (DISANNEXATION) AND SECTION 2.06 (INDEMNIFICATION) AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, Lund Farm Investment LLC, a Texas limited liability company (the “Developer”) and Lund Farm Municipal Utility District, a conservation and reclamation district of the State of Texas (the “District”) currently owns approximately 586.483 acres of land; and,

WHEREAS, the City of Elgin (the “City”) and Developer previously entered into that certain Consent and Development Agreement dated effective as of October 19, 2023 (the “Original Agreement”), and the District joined the Original Agreement on August 14, 2024 at its organizational meeting after creation of the District. The Original Agreement is recorded as Document No. 2024105755 in the Official Public Records of Travis County, Texas and Document No. 202415555 of the Official Public Records of Bastrop County, Texas; and

WHEREAS, the Parties subsequently entered into that certain Amended and Restated Consent and Development Agreement (Lund Farms) dated to be effective as of the effective date of the Original Agreement (the “Agreement”); and

WHEREAS the Developer has acquired the Lundgren Property (as defined in the Agreement) and all of the rights of Lundgren (as defined in the Agreement) under the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as more particularly set herein; and

WHEREAS, the provisions of this First Amendment shall be incorporated into and made part of the Amended and Restated Development and Consent Agreement for all purposes.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *First Amendment to the Lund Farms Amended and Restated Development and Consent Agreement*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 16th-day of December 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

EXHIBIT A

**FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AND
CONSENT AGREEMENT
(LUND FARMS)**

THE STATE OF TEXAS	§	
	§	
COUNTY OF BASTROP	§	KNOW ALL BY THESE PRESENTS:

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AND CONSENT AGREEMENT ("*First Amendment*") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas ("*City*"); **LUND FARM INVESTMENT LLC**, a Texas limited liability company ("*Developer*"); and **LUND FARM MUNICIPAL UTILITY DISTRICT**, a conservation and reclamation district of the State of Texas (the "*District*"). In this Agreement, the City, District, and Developer are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

WHEREAS, the City and Developer previously entered into that certain Consent and Development Agreement dated effective as of October 19, 2023 (the "*Original Agreement*"), and the District joined the Original Agreement on August 14, 2024 at its organizational meeting after creation of the District. The Original Agreement is recorded as Document No. 2024105755 in the Official Public Records of Travis County, Texas and Document No. 202415555 of the Official Public Records of Bastrop County, Texas;

WHEREAS, the Parties subsequently entered into that certain Amended and Restated Consent and Development Agreement (Lund Farms) dated to be effective as of the effective date of the Original Agreement (the "*Agreement*");

WHEREAS, Developer has acquired the Lundgren Property (as defined in the Agreement) and all of the rights of Lundgren (as defined in the Agreement) under the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as more particularly set herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

AGREEMENT

1. Annexation. Section 2.03 of the Agreement is hereby amended to read as follows:

2.03 **Annexation.** Except as provided in Section 8.01 and as provided in the last sentence of this section, the City agrees that it will not annex the District until: (i) Developer has been reimbursed by the District for all of the water, wastewater, roadway, drainage and recreational facilities and all related costs in accordance with the rules of the Commission or other laws of the State of Texas, or (ii) the City has expressly assumed the obligation to reimburse Developer for all costs of the water, wastewater, roadway, drainage and recreational facilities and all related costs. Notwithstanding the foregoing and subject to Section 2.05, the City agrees to consider the

annexation of portions of the Property into its full purpose jurisdiction upon receipt of a Petition for Voluntary Annexation into the City executed and submitted by the owner of any such portion, and such voluntarily requested annexation shall not require the reimbursement of the Developer or the assumption of obligations by the City as provided in the foregoing sentence.

2. **Disannexation.** A new Section 2.05 is hereby added to the Agreement to read as follows:

2.05 Disannexation. If a portion of the Property has been annexed into the full purpose jurisdiction of the City pursuant to a Petition for Voluntary Annexation as provided in the last sentence of Section 2.03, pursuant to Section 43.146 of the Texas Local Government Code, the City agrees to consider the disannexation of any portion of the of the Property so annexed upon receipt of a Petition for Disannexation executed and submitted by the owner of any such portion; provided that, however, (i) the City shall not be obligated to disannex any portion of the Property that is be dedicated to the City pursuant to the terms of this Agreement, (ii) such disannexation shall not affect the limited purpose jurisdiction of the City, and (iii) the City's obligation to disannex any portion of the Property so annexed shall expire if a Petition for Disannexation has not been submitted within three (3) years of the date such portion was annexed into the City for full purposes. If the City fails to grant any requested disannexation of any portion of the Property so annexed, then, (i) notwithstanding anything in Section 3.03(d) to the contrary, the City agrees to accept the dedication of public right-of-way and the street, sidewalk, and drainage improvements located within such portion of the Property so annexed and not disannexed for operation and maintenance, and (ii) all payments due under Section 3.05 related to the Master Development Fee shall be reduced *pro rata* based on a percentage derived by dividing the size of the portion of the Property so annexed and not disannexed by the size of the Property.

3. **Indemnification.** A new Section 2.06 is hereby added to the Agreement to read as follows:

2.06 Indemnification. The Developer hereby agrees to indemnify, defend, and hold harmless the City from any and all claims, causes of action, damages, or liability whatsoever, including without limitation attorneys fees, that may be asserted against the City as a result of the City's full purposes jurisdiction annexation or a portion of the Property pursuant to a to a Petition for Voluntary Annexation as provided in the last sentence of Section 2.03 or the City's disannexation of a portion of the Property pursuant to a Petition for Disannexation as provided in Section 2.05.

4. **Authority.** By their execution hereof, each individual signing this First Amendment on behalf of a Party represents and warrants that he or she has the authority to execute this First Amendment on behalf of the Party in the capacity shown below and to thereby fully bind the Party represented to the terms and obligations contained herein.

5. **Counterparts.** To facilitate execution, this First Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this First Amendment: (a) the signature pages taken from separate, individually executed counterparts of this First Amendment may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature will be deemed to be an original signature for all purposes. All executed counterparts of this First Amendment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

6. Recordation. A memorandum of this First Amendment shall be recorded in the Official Public Records of Bastrop County and Travis County.

7. Effect of Amendment. The provisions of this First Amendment are hereby incorporated into and made a part of the Agreement. Except as modified in this First Amendment, the terms and conditions of the Agreement shall continue in full force and effect, including but, not limited to, Developer's rights and remedies pursuant to Texas Local Government Code Chapter 212.172.

[SIGNATURE PAGES TO FOLLOW]

DEVELOPER:

LUND FARM INVESTMENT LLC, a Texas limited liability company

By: Juny Liu.

Printed Name: Managing Jinsong Liu

Title: Managing Member

Date: 11/20/2025

ACKNOWLEDGEMENT

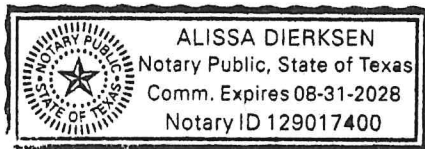
STATE OF Texas §

COUNTY OF Travis §

This instrument was acknowledged before me on the 20th day of November, 2025, by Jinsong Liu, Managing Member of LUND FARM INVESTMENT LLC, a Texas limited liability company, on behalf of said limited liability company.

(Seal and Expiration)

Alissa Dierksen
Notary Public, State of Texas



DISTRICT:

LUND FARM MUNICIPAL UTILITY DISTRICT

By: [Signature]
Printed Name: Elizabeth Koroscik
Title: President
Date: 12/10/2025

ATTEST:

By: Sophia Kidd
Name: Sophia Kidd
Title: Vice President

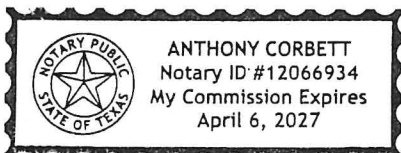
ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of December, 2025, by Elizabeth Koroscik and Sophia Kidd, as President and Vice President, respectively, of Lund Farm Municipal Utility District, a conservation and reclamation district of the State of Texas, on behalf of said strict.

(Seal and Expiration)

[Signature]
Notary Public, State of Texas



IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date.

ATTEST:

CITY OF ELGIN:

City Secretary

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of the City of Elgin, on behalf of said municipality.

(Seal and Expiration)

Notary Public, State of Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE ANNEXING A 10.108-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF “PDD” PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (PERRY)

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration of an Ordinance annexing 10.108 acres situated in Travis County at the property owner's request.

BACKGROUND:

The owner of the 10.108-acre tract of land submitted a petition for voluntary annexation. The territory is situated along the east side of County Line Road, to the north of the current city limits and is part of the Lund Farm Development which is under a Development Agreement originally approved by Council on August 9, 2019, and amended on December 15, 2020, March 7, 2023, and December 16, 2025. The existing Amended Development and Consent Agreement will be attributed to the property and will become the Planned Development District document for zoning. Annexation of this territory will extend the City's extraterritorial jurisdiction to the North and East as depicted on the ETJ Extension map. A public hearing was conducted in accordance with state law, and it is now time to take action on the ordinance.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the ordinance as it is presented.

ATTACHMENTS:

1. Ordinance Annexing 10.108 aces and granting PDD zoning

2. Exhibit "A" Petition for Voluntary Annexation into City of Elgin Texas including metes and bounds description
3. Exhibit "B" Lund Farm Service Plan
4. Vicinity Map

{ } 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. 2025-12-16-

AN ORDINANCE ANNEXING A 10.108-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING PERMANENT ZONING OF “PDD” PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, §43.0671 of the Texas Local Government Code and Article II of the Charter of the City of Elgin, Texas, an incorporated city, authorizes the annexation of territory on request of property owners, subject to the laws of this state, and

WHEREAS, a petition for voluntary annexation and permanent zoning has been received from Lund Farm Investment LLC, the owner of 10.108 acres of land located in Travis County and being portions of Travis County Appraisal District Parcel Nos. 358788 and 358784, the property being more fully described in Exhibit “A”, and

WHEREAS, the City Council has previously approved a Development and Consent Agreement dated October 19, 2023, and an Amended and Restated Development and Consent Agreement dated April 15, 2025, between the City of Elgin, Texas and Lund Farm Investment LLC, Lund Farm Municipal Utility District, and Judith and Michael Lundgren; and

WHEREAS, the City Council has now approved the First Amendment to the Amended and Restated Development and Consent Agreement allowing for annexation of the portions of the Property, and

WHEREAS, the City of Elgin and Lund Farm Investment LLC, and Lund Farm Municipal Utility District now wish to convert the Development Agreement into a Planned Development District (PDD) for the 10.108 acres to be fully annexed, and

WHEREAS, on December 16, 2025, after proper notification, the City Council held a public hearing on the proposed annexation and permanent zoning, and

WHEREAS, the City Council determined that the annexation and permanent zoning provided for herein promote the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Elgin, Texas, and the laws of this state have been duly followed,

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

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

The property described in Exhibit “A” is hereby annexed to the City of Elgin, Travis County, Texas, and that the boundary limits of the City of Elgin are hereby extended to include the above described territory within the city limits of the City of Elgin, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Elgin and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

III.

A service plan or agreement for the area is hereby adopted and attached as Exhibit “B”.

IV.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit “A” is classified as “PDD” Planned Development District.

V.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

VI.

That this Ordinance shall become effective after its passage.

VII.

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

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

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

VIII.

The City Secretary is hereby directed to file with the County Clerk of Travis, Texas, a certified copy of this ordinance.

READ, PASSED, AND ADOPTED this 16th day of December 2025.

THERESA Y. MCSHAN, Mayor

ATTEST:

PEYTON STANDIFER, City Secretary

PETITION FOR VOLUNTARY ANNEXATION
INTO THE CITY OF ELGIN, TEXAS

Pursuant to the provisions of Section 43.0671 of the Local Government Code and our agreement with the City of Elgin under the provisions of Section 212.172 of the Local Government Code, Lund Farm Investment LLC requests voluntary annexation in the City of Elgin, Texas of the following described property attached as Exhibit "A."

EXECUTED on this 15 day of October, 2025.

Jing Liu
Printed Name: Jinsong Liu

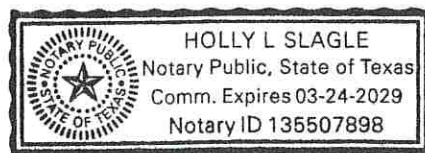
Printed Name: _____

Printed Name: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the 15 day of October, 2025, by Jinsong Liu.

[Notary Seal]



Holly L. Slagle
Notary Public, State of Texas

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 10.108 ACRE TRACT OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 569.717 ACRE TRACT OF LAND AS CONVEYED TO LUND FARM INVESTMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202126260 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND AS RECORDED IN DOCUMENT NUMBER 2021269398 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 10.108 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the east right-of-way line of County Line Road (no deed reference found), at an the most westerly southwest corner of the above described Lund Farm Investment 569.717-acre tract, and at the northwest corner of a called 13.471 acre tract of land as conveyed to Lund Farm Investment, LLC by Special Warranty Deed recorded in Document Number 202511891 of the Official Public Records of Bastrop County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the east right-of-way line of County Line Road, at the most westerly corner of said Lund Farm Investment 13.417-acre tract bears, S 27°06'52" W a distance of 745.98 feet;

THENCE, with the east right-of-way line of said County Line Road and the west line of said Lund Farm Investment 569.717-acre tract, N 27°10'05" E a distance of 1,071.28 feet to a calculated angle point;

THENCE, continuing with the east right-of-way line of said County Line Road and the west line of said Lund Farm Investment 569.717-acre tract, N 27°14'54" E a distance of 249.69 feet to a calculated point for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found at the intersection with the south right-of-way line of said Lund Road, at the northwest corner of said Lund Farm Investment 569.717-acre tract bears, N 27°14'54" E a distance of 3,477.71 feet;

THENCE, leaving the east right-of-way line of said County Line Road over and across said Lund Farm Investment 569.717-acre tract, S 63°21'06" E a distance of 14.45 feet to a calculated point of curvature of a curve to the left;

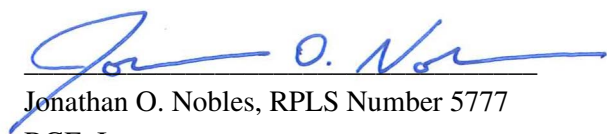
THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract along said curve to the left an arc distance of 237.72 feet, having a radius of 370.00 feet, a central angle of 36°48'41" and a chord which bears S 82°22'56" E a distance of 233.65 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract, along said curve to the right an arc distance of 77.47 feet, having a radius of 1,011.00 feet, a central angle of 4°23'25" and a chord which bears N 81°24'55" E a distance of 77.45 feet to a calculated point on the approximate east line of Travis County, Texas, being the approximate west line of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract with the approximate common line of said Travis County and Bastrop County, S 25°16'30" W a distance of 1,447.50 feet to a calculated point on the south line of said Lund Farm Investment 569.717-acre tract, and on the north line of said Lund Farm Investment 13.471-acre tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found at an interior corner of said Lund Farm Investment 569.717-acre tract, and at the northeast corner of said Lund Farm Investment 13.417-acre tract bears, S 62°28'20" E a distance of 637.50 feet;

THENCE, leaving the approximate common line of said Travis County and Bastrop County, with a south line of said Lund Farm Investment 569.717-acre tract, and a north line of said Lund Farm Investment 13.417-acre tract, N 62°28'20" W a distance of 345.66 feet to the **POINT OF BEGINNING** and containing 10.108 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on August 19, 2025 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. This document was prepared under 22 Texas Administrative Code §138.95 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Jonathan O. Nobles, RPLS Number 5777

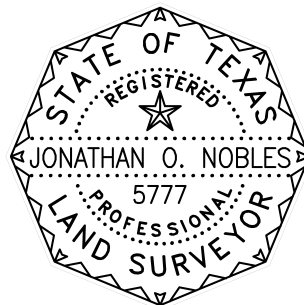
BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, Texas 78728

Telephone: 512-879-0400

TBPLS Licensed Surveying Firm Number 10106500



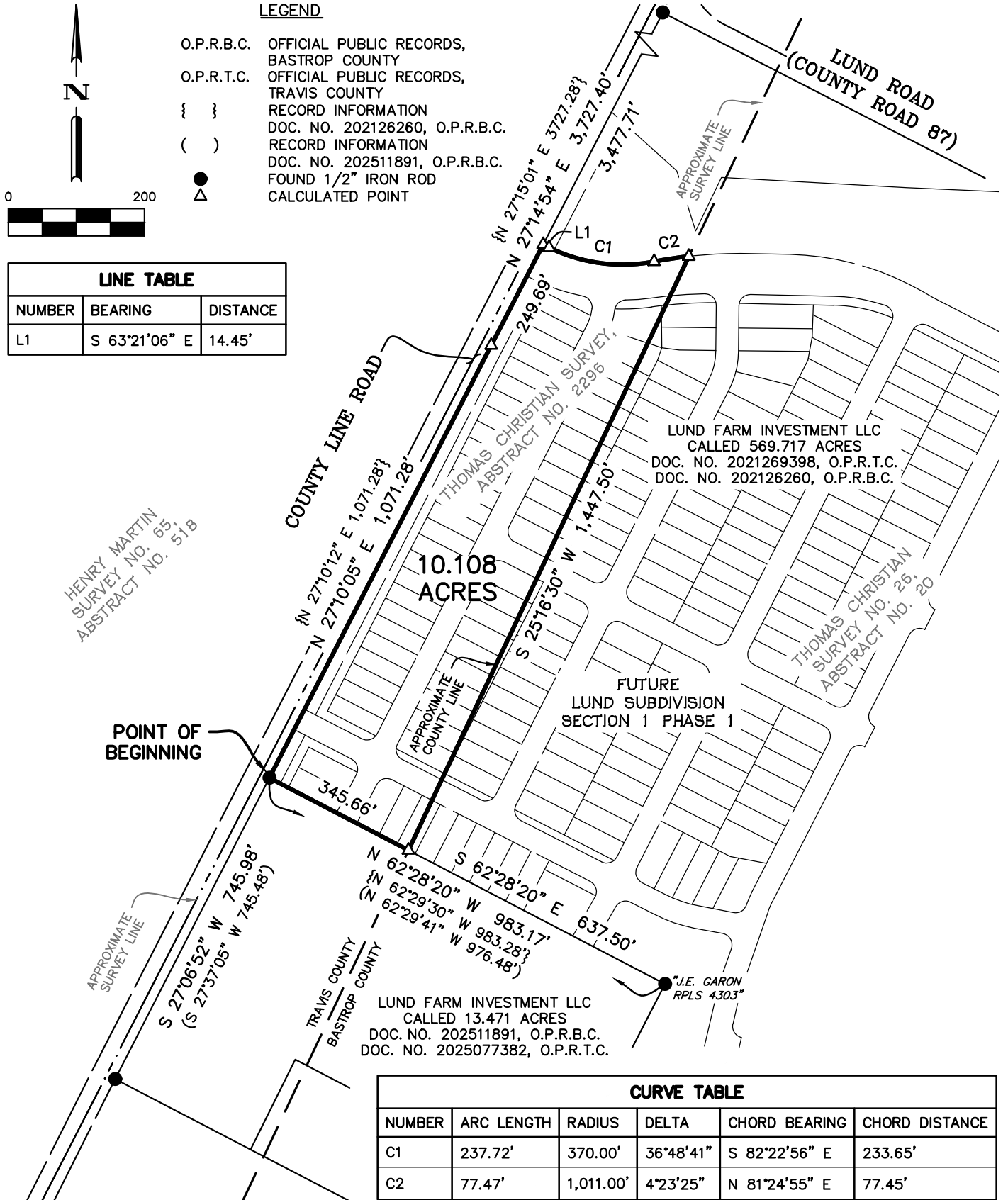
09/19/2025

Date

Client: Lund Farm Investment, LLC

Date: September 19, 2025

Job No: 13402-00



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106500

SCALE: 1"=300'

SHEET 3

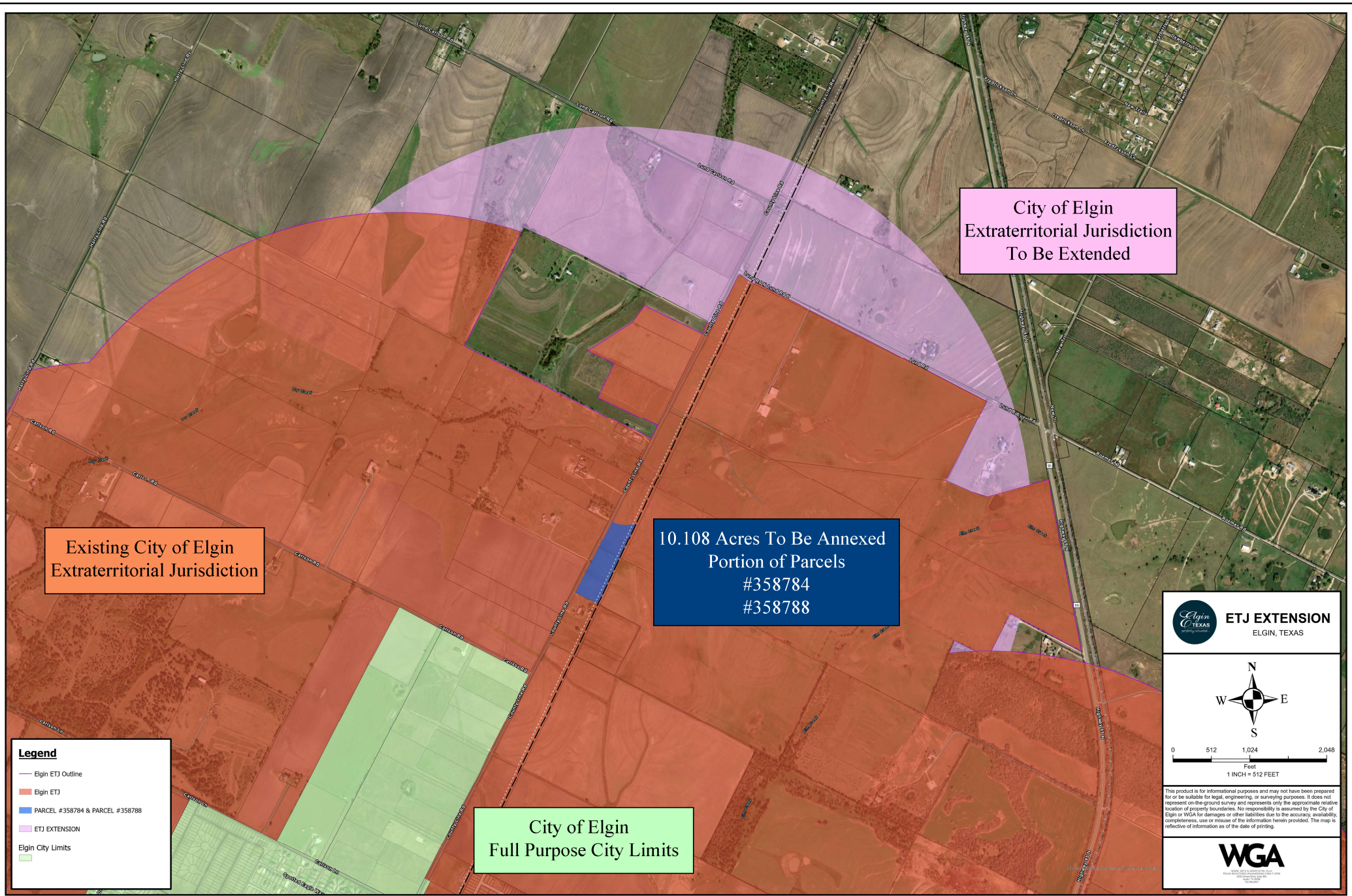
OF 3

Exhibit “B”

10.108 Acres

PROVISION OF SERVICES PLAN

Date:	December 1, 2025
Annexation Area:	10.108 Acres of land, situated in the Thomas Christian Survey No. 26, Abstract No. 2296, Travis County, Texas (Portions of TCAD Parcel #358788 and 358784)
Provision of Service:	The City of Elgin, Texas will provide the annexation area with Municipal Services in compliance with the Texas Local Government Code and in accordance with the following schedule:
1. Water Service	Lund Farm Municipal Utility District serves this area with water services. All new installations will be made in accordance with Lund Farm MUD requirements.
2. Sewer Service	City of Elgin will provide wholesale wastewater services through the existing County Line Lift Station.
3. Fire Protection	Bastrop/Travis Counties ESD 1 North Bastrop County Fire Rescue serves this area.
4. Police Protection	Provided immediately upon annexation. No additional staff or equipment will be required at this time.
5. Maintenance of Existing Public Facilities	There are none.
6. Solid Waste	Solid Waste Collection will be provided as the area develops through a private contractor retained by the City of Elgin.
7. Capital Improvements Required	None by the City of Elgin



City of Elgin
Extraterritorial Jurisdiction
To Be Extended

Existing City of Elgin
Extraterritorial Jurisdiction

10.108 Acres To Be Annexed
Portion of Parcels
#358784
#358788

City of Elgin
Full Purpose City Limits

Legend

- Elgin ETJ Outline
- Elgin ETJ
- PARCEL #358784 & PARCEL #358788
- ETJ EXTENSION
- Elgin City Limits



ETJ EXTENSION
ELGIN, TEXAS



0 512 1,024 2,048
Feet
1 INCH = 512 FEET

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Elgin or WGA for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided. The map is reflective of information as of the date of printing.



WGA



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (Perry)

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration, discussion and action on an Ordinance assigning newly annexed properties to City Council Ward Area No. 3.

BACKGROUND:

When a parcel of land is annexed into the City Limits, State Law requires assignment of the area to an elected representative. The only Council Ward that can be assigned based on location is Ward No. 3.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the ordinance as it is presented.

ATTACHMENTS:

1. Lund Farm 10.108 acre Ward Assignment Ordinance
2. 10.108 Acre Ward Assignment Ordinance Exhibit A
3. Lund Farm Ward Map Exhibit

{ } 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. 2025-12-16-____

AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Elgin, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter, and

WHEREAS, the territory described on Exhibit “A” (the “Property”) attached hereto and made a part hereof by reference for all purposes, was unilaterally annexed by the City of Elgin by Ordinance No. 2025-12-16-____ on December 16, 2025, and

WHEREAS, the procedures prescribed by the Charter of the City of Elgin and the applicable laws of the State of Texas have been duly followed with respect to the Property, and

WHEREAS, the Property is so situated as to be assigned to City Council Ward Area No. 3; and it is the intention of the City Council to add these parcels to Ward Area No. 3; now therefore,

BE IT ORDANED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS:

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

That the Property described in the attached Exhibit “A” is hereby assigned to Council Ward Area No. 3.

III.

That this Ordinance shall become effective after its passage.

IV.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any provision of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, subsection, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, subsection, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

V.

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

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

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

READ, PASSED, AND ADOPTED on first reading this 16th day of December 2025.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 10.108 ACRE TRACT OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, OF TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 569.717 ACRE TRACT OF LAND AS CONVEYED TO LUND FARM INVESTMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202126260 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND AS RECORDED IN DOCUMENT NUMBER 2021269398 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 10.108 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the east right-of-way line of County Line Road (no deed reference found), at an the most westerly southwest corner of the above described Lund Farm Investment 569.717-acre tract, and at the northwest corner of a called 13.471 acre tract of land as conveyed to Lund Farm Investment, LLC by Special Warranty Deed recorded in Document Number 202511891 of the Official Public Records of Bastrop County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the east right-of-way line of County Line Road, at the most westerly corner of said Lund Farm Investment 13.417-acre tract bears, S 27°06'52" W a distance of 745.98 feet;

THENCE, with the east right-of-way line of said County Line Road and the west line of said Lund Farm Investment 569.717-acre tract, N 27°10'05" E a distance of 1,071.28 feet to a calculated angle point;

THENCE, continuing with the east right-of-way line of said County Line Road and the west line of said Lund Farm Investment 569.717-acre tract, N 27°14'54" E a distance of 249.69 feet to a calculated point for the northwest corner of the herein described tract, from which a 1/2-inch iron rod found at the intersection with the south right-of-way line of said Lund Road, at the northwest corner of said Lund Farm Investment 569.717-acre tract bears, N 27°14'54" E a distance of 3,477.71 feet;

THENCE, leaving the east right-of-way line of said County Line Road over and across said Lund Farm Investment 569.717-acre tract, S 63°21'06" E a distance of 14.45 feet to a calculated point of curvature of a curve to the left;

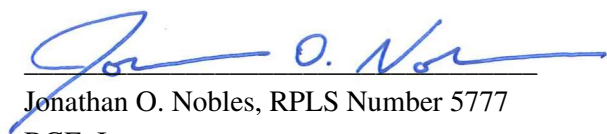
THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract along said curve to the left an arc distance of 237.72 feet, having a radius of 370.00 feet, a central angle of 36°48'41" and a chord which bears S 82°22'56" E a distance of 233.65 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract, along said curve to the right an arc distance of 77.47 feet, having a radius of 1,011.00 feet, a central angle of 4°23'25" and a chord which bears N 81°24'55" E a distance of 77.45 feet to a calculated point on the approximate east line of Travis County, Texas, being the approximate west line of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, continuing over and across said Lund Farm Investment 569.717-acre tract with the approximate common line of said Travis County and Bastrop County, S 25°16'30" W a distance of 1,447.50 feet to a calculated point on the south line of said Lund Farm Investment 569.717-acre tract, and on the north line of said Lund Farm Investment 13.471-acre tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found at an interior corner of said Lund Farm Investment 569.717-acre tract, and at the northeast corner of said Lund Farm Investment 13.417-acre tract bears, S 62°28'20" E a distance of 637.50 feet;

THENCE, leaving the approximate common line of said Travis County and Bastrop County, with a south line of said Lund Farm Investment 569.717-acre tract, and a north line of said Lund Farm Investment 13.417-acre tract, N 62°28'20" W a distance of 345.66 feet to the **POINT OF BEGINNING** and containing 10.108 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on August 19, 2025 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. This document was prepared under 22 Texas Administrative Code §138.95 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Jonathan O. Nobles, RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, Texas 78728

Telephone: 512-879-0400

TBPLS Licensed Surveying Firm Number 10106500



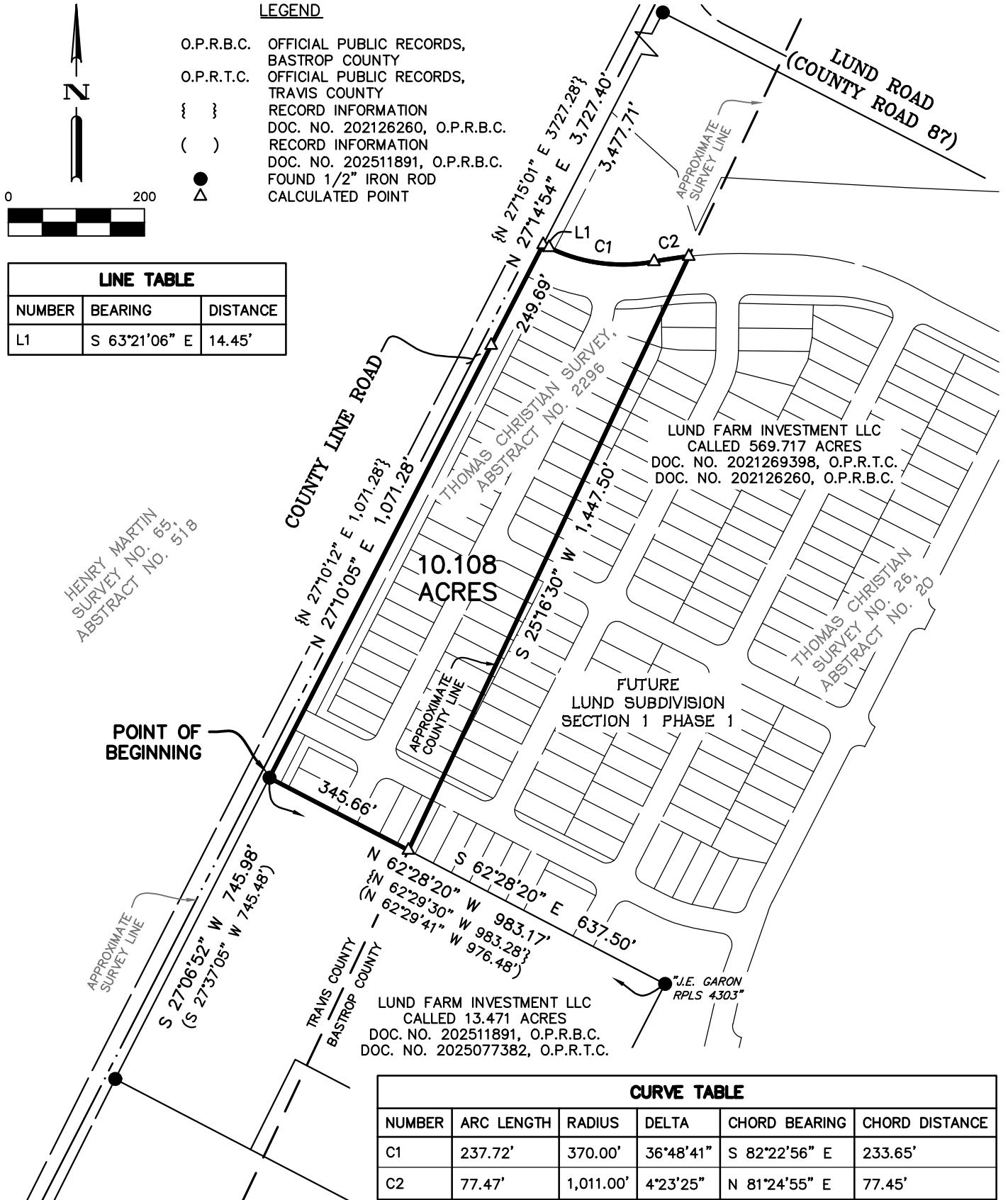
09/19/2025

Date

Client: Lund Farm Investment, LLC

Date: September 19, 2025

Job No: 13402-00



BGE, Inc.
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10106500

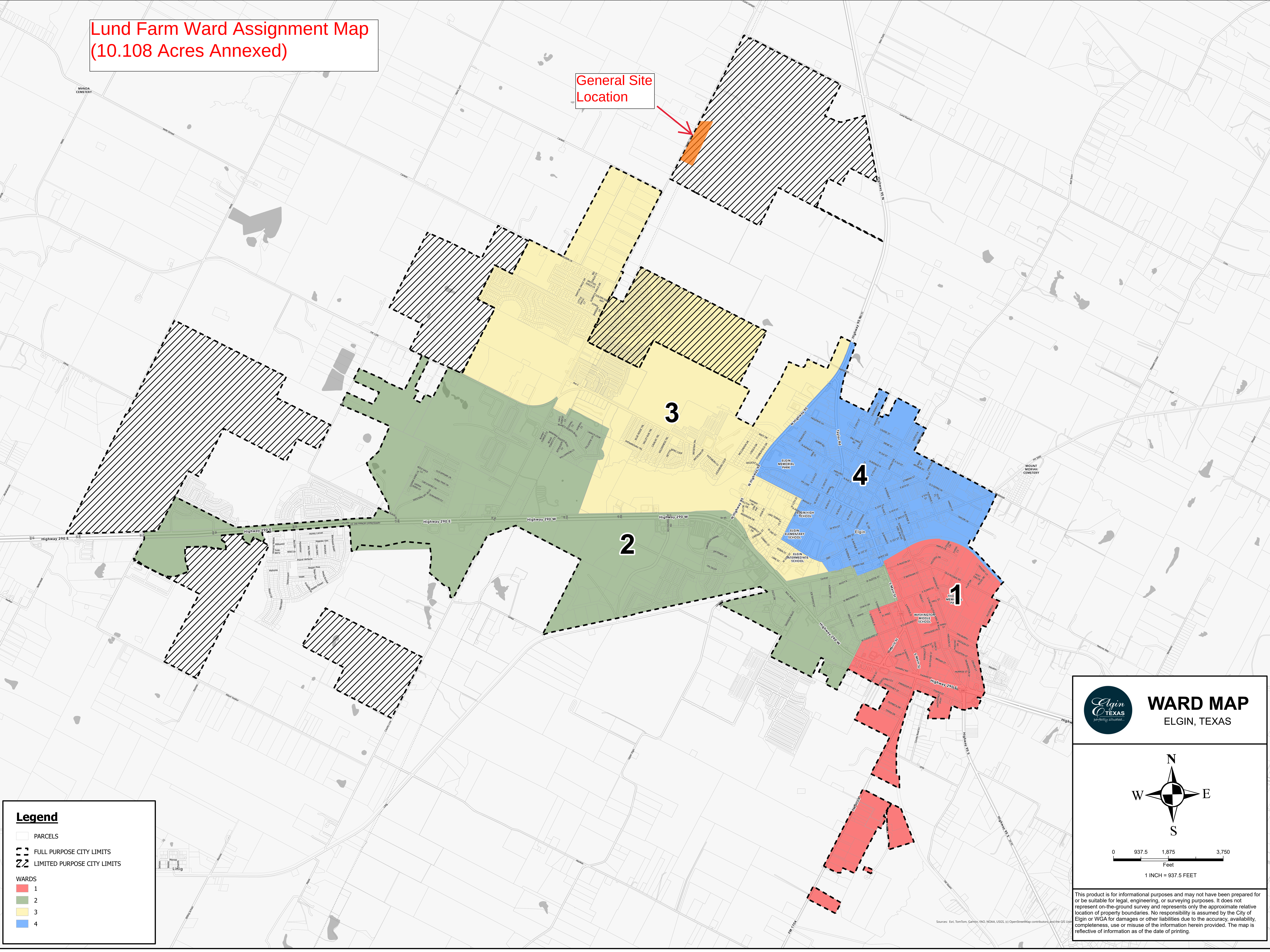
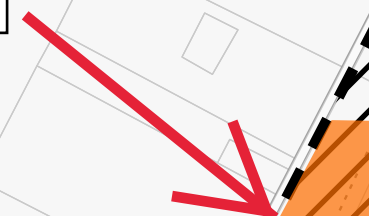
SCALE: 1"=300'

SHEET 3

OF 3

Lund Farm Ward Assignment Map
(10.108 Acres Annexed)

General Site
Location

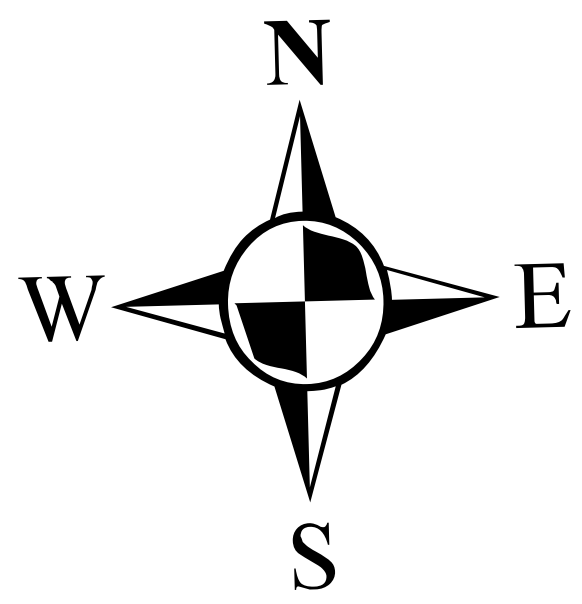


Legend

- PARCELS
- FULL PURPOSE CITY LIMITS
- LIMITED PURPOSE CITY LIMITS
- WARDS
 - 1
 - 2
 - 3
 - 4



WARD MAP
ELGIN, TEXAS



0 937.5 1,875 3,750
Feet
1 INCH = 937.5 FEET

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Elgin or WGA for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided. The map is reflective of information as of the date of printing.

Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, iC, OpenStreetMap contributors, and the GIS User Community