ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
January 6, 2026
6:30 PM

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

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

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

VI. ANNOUNCEMENTS

1. Yeti Week Tuesday - Saturday, January 13th - 17th at the Elgin Public Library

2. **Prime Timer Craft Faux Flower Arrangements Monday, January 19th at Elgin Recreation Center**

3. **ADHD Parenting Playbook Thursday, January 22nd at Elgin Public Library**

VII. PRESENTATION

1. **A PROCLAMATION RECOGNIZING MARTIN LUTHER KING, JR. DAY 2026**

VIII. CITY MANAGERS REPORT

1. **Library Advisory Board Quarterly Report**

IX. CONSENT AGENDA

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

1. **City Council Regular Meeting Minutes - December 2, 2025**

2. **City Council Special Meeting Minutes - December 16, 2025**

3. **A RESOLUTION OF THE CITY COUNCIL OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT OF WAY AS IS NECESSARY FOR THE BASTROP COUNTY MARTIN LUTHER KING, JR. WALK AND CELEBRATION. (ALVAREZ)**

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A PAYMENT IN THE AMOUNT OF $205,957 FOR UPSIZING UTILITY LINES IN THE BRIARWOOD DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

X. NEW BUSINESS

1. **Discussion and Possible Action on Reviving and “Promoting” a City Model Where “Perfectly Situated” Truly Reflects Elgin’s Identity**

2. **A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS FOR PROPERTY ACQUISITION FOR THE KENNEDY STREET DRAINAGE PROJECT ALSO KNOWN AS GLO CONTRACT No. 22-085-029-D270 AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING CITY STAFF TO EXECUTE AN AGREEMENT FOR SERVICES WITH BGE ENGINEERS TO DESIGN WASTEWATER IMPROVEMENTS FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION IN THE AMOUNT OF $63,205 AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

XI. EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas

Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

1. **The City Council will convene in Executive Session pursuant to Texas Government Code § 551.071 (Consultation with Attorney) to receive legal advice and discuss matters related to financial audit and investigation, including potential legal issues.**

XII. RECONVENE

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

XIII. ADJOURNMENT

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

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

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

I, Peyton Standifer, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Tuesday, December 30, 2025, in accordance with Chapter 551 of the Texas Government Code.

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A PROCLAMATION RECOGNIZING MARTIN LUTHER KING, JR. DAY 2026

DEPARTMENT: Executive

PROPOSED ACTION: No action is necessary.

BACKGROUND:
Martin Luther King, Jr. Day is January 19, 2026. The City of Elgin will be celebrating with the MLK march in downtown Elgin.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. Proclamation for MLK Day 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.

A PROCLAMATION RECOGNIZING MARTIN LUTHER KING, JR. DAY 2026

WHEREAS, Dr. Martin Luther King, Jr. dedicated his life to bringing about social, political, and economic equality for all Americans by non-violent means, devoted his life to the struggle for justice and equality, sowing seeds of hope for a day when all people might claim “the riches of freedom and the security of justice,” and challenged our Nation to recognize that our individual liberty relies upon our common equality; and

WHEREAS, at a time when our Nation was sharply divided, Dr. King called on a generation of Americans to be “voices of reason, sanity, and understanding amid the voices of violence, hatred, and emotion,” and we must face today’s challenges with the strength, persistence and determination that he personified; and

WHEREAS, the impact of Dr. King’s contributions to civil rights are witnessed daily in the United States of America and throughout the world; and

WHEREAS, downplaying the honors bestowed upon him, including the Nobel Peace Prize, Dr. King wanted most to be remembered as a servant to others; and

WHEREAS, because of his accomplishments in civil rights, Dr. Martin Luther King, Jr. was killed by an assassin on April 4, 1968, at the age of thirty-nine years; and

WHEREAS, the Bastrop County MLK Jr. Holiday Commission was established in 1988 to revere, promote, and celebrate the legacy, actions, and memory of this great American leader; and

WHEREAS, the County Judge, and the Mayors and City Councils of Bastrop, Elgin, and Smithville recognize Dr. King, Jr. as a distinguished leader, orator, recipient of the Nobel Peace Prize, minister, prominent leader in the struggle for human and civil rights for all people, and truly great American whose dream lives on after him in all of us; and

WHEREAS, the President and Congress of the United States of America have declared the birthday of Dr. Martin Luther King, Jr. as a National, State, and Local Holiday; and

WHEREAS, the theme for the Holiday is “Mission Possible II: Building Community, Uniting a Nation the Nonviolent Way”; and

WHEREAS, funds raised by the Bastrop County Martin Luther King Jr. Holiday Commission Scholarship Committee each year helps students from Bastrop County pursue higher education and all citizens are urged to join with Bastrop High School, Smithville High School, Elgin High School, McDade High School, Cedar Creek High School and Colorado River Collegiate Academy in supporting the Scholarship Program;

NOW, THEREFORE, BE IT PROCLAIMED by the County Judge, Mayors and City Councils of Bastrop, Elgin and Smithville, that Bastrop County recognizes January 19, 2026 as: **Dr. Martin Luther King Jr. Day**

And further, urges all citizens to join with the Bastrop County Martin Luther King, Jr. Holiday Commission in their work for universal peace with justice, human rights, and social and economic progress for all people, area churches, and other nonprofit organizations, and the cities of Smithville, Elgin, and Bastrop as well as all school districts and the entirety of Bastrop County to recognize and celebrate the works of this truly remarkable American.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Elgin to be affixed this 6th day of January 2026.

____

Theresa Y. McShan, Mayor
City of Elgin, Texas

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Library Advisory Board Quarterly Report

DEPARTMENT: Library

PROPOSED ACTION: None.

BACKGROUND:
Library Advisory Board Quarterly Report from September 1, 2025 - November 30, 2025.

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

RECOMMENDATION:
Staff recommends reviewing the attached report.

ATTACHMENTS:
1. LAB Quarterly Report - Dec 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.

LIBRARY ADVISORY BOARD QUARTERLY REPORT

DATE: 12/2025

SUMMARY OF ACTIVITIES FROM SEPTEMBER 1, 2025 – NOVEMBER 30, 2025

Board Members:

Chair Angelica Huerta, Vice-Chair Nicole Rooch, Secretary Barbara Leeper, Denise Halter, Julissa Kyle, Jessica Johnson and Kerry Fritz.

September 2025

- No Meeting

October 2025

- **Policy Update:** Approved comprehensive revisions to library governance and operational policies.
- **Leadership:** Finalized board member appointments for the upcoming year.

November 2025

- No Meeting

Elgin Public Library (EPL) officially kicked off Makerspace classes and training in September. Patrons now can use the new Skedda scheduling system to sign up for these trainings and classes.

Despite a brief library closure (**Nov 4–8**) for the new sensory space in the children's area, library engagement has surged! We saw a remarkable **27% increase** in circulation compared to this same time last year, totaling **30,474 items** checked out. We were also thrilled to welcome **6,676 visitors** to the library and added **159 new patrons** to library membership. The improvements that have been made in the children's area will ensure we continue providing top-tier spaces for our growing membership

Special library events include the TEENS' Haunted House and the library's annual Fall Festival during the month of October. In November, the library celebrated Dia de los Muertos. Activities for all ages included decorating sugar skulls, crafts, face painting and food vendors.

LIBRARY ADVISORY BOARD QUARTERLY REPORT

PROPOSED ACTIVITIES FROM DECEMBER 2025 – FEBRUARY 2026 MEETINGS

- **Long-Range Planning:** Review and update the existing Long-Range Plan to align with community needs and future goals.
- **Policy Development:** Develop a comprehensive Information Security & Privacy Policy to safeguard patron data and library systems.

This December, the Elgin Public Library will unveil the new children's sensory space. Funded entirely by a generous grant from the Texas State Library and Archives Commission, this dedicated area offers a welcoming and inclusive environment for all our young patrons.

EPL is expanding our program offerings in the new year with initiatives designed to support family and adult wellness:
New in January: Sensory-focused story times will officially kick off, offering a tailored experience for all children.
Parenting Workshop: A vital session on managing ADHD, featuring insights and strategies by a licensed counselor from the **Pflugerville Counseling Center**.

Adult Wellness Series: "Nurture Your Nervous System" with **Body and Shine**, a workshop dedicated to adult mental health, stress management, and wellness strategies.

Digital Resources: Implementation of Mango Languages for all library cardholders.

BUDGET UPDATE

No Update.

RECOMMENDED COUNCIL ACTION

No action needed.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - December 2, 2025

DEPARTMENT: Executive

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

BACKGROUND:
The City Council held a regular meeting on December 2, 2025.

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

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. City Council Regular Meeting Minutes - December 2, 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
December 2, 2025
6:30 PM

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

ROLL CALL
Mayor McShan called roll. Mayor McShan stated that Council Member St. Pierre was absent for a family illness. Council Member Rodriguez made a motion to excuse her absence. Mayor Pro Tem Brashar 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
Al Rodriguez, Council Member, Ward 3
Liston Crim, Council Member, Ward 4
Sue Brashar, Mayor Pro Tem, Ward 4

Absent:
Tiffany St. Pierre, Council Member, Ward 3

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
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
Esmeralda Rangel, Assistant City Secretary
Melissa Lipiec, Planning Technician
Daniel Mahoney, Police Corporal
Matthew Hicks, Police Lieutenant

INVOCATION
Council Member Rodriguez provided the invocation.

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

PUBLIC HEARING

1. **PUBLIC HEARING ON 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.**
   Mayor McShan read the caption of the public hearing. No one in attendance wished to speak. Mayor McShan closed the public hearing.

2. **PUBLIC HEARING ON AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR A SHORT-TERM RENTAL AT 204 LOESCH DRIVE ON A PARCEL OF LAND KNOWN BY BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 15727, ELGIN MEADOWS, LOT 31, CITY OF ELGIN, TEXAS, BASTROP COUNTY, TEXAS, 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.

PUBLIC COMMENT
Wes Callias, Willow Sage Lane, expressed his displeasure with the Council and City Staff in regard to his vehicle that was towed in September 2019. He is requesting an agenda item to address his towed vehicle.

Gena Gonzalez, Morrow Lane, expressed her displeasure with the development of the Waste Water Treatment Plant No. 2 at 18706 Littig Road. Ms. Gonzalez stated the archeological survey had not been submitted to the state for approval. Ms. Gonzalez brought artifacts from the alleged Littig Freedom Colony. Ms. Gonzalez stated that the citizens of Littig deserved more notification of the City's intent to build the Waste Water Treatment Plant No. 2 at that site.

Christopher Scott, Morrow Lane, expressed his displeasure with the development of the Waste Water Treatment Plant No. 2 at 18706 Littig Road. Stating that the facility would negatively impact residents as well as animals and cattle. He requested that the City Council reconsider the location of the treatment plant.

Alaona Gonzalez, Weeping Willow in Cibolo Texas, stated that she is a direct descendant of the Morrow family and wished to share the historical significance of the land while urging the Council to make a smart, fair, and responsible decision. She explained that the property is not merely a parcel on a map, but a documented historic Black homestead and one of the last remaining physical links to the Emancipation Freedom Colony. She requested that the City Council be on the right side of history by deannexing the property and rejecting the request for industrial zoning.

Anne Brochenbruoh, Jones Road in Manor Texas, expressed her gratitude to the Council for providing the opportunity for public comment. She stated that she is one of the founders of the Wilbarger Creek Conservation Alliance, whose mission is to preserve the rural landscape and cultural heritage of the Littig community. She noted that the organization is present to support Littig residents in opposing the proposed wastewater treatment plant and urged the City to consider an alternative location closer to the development it is intended to serve and farther from the historic community.

Shelby Koebley, West 12th in Austin Texas, stated that she was present to support the Littig community in opposing the proposed wastewater treatment plant. She noted that she also works with the Wilbarger Creek Conservation Alliance to preserve rural landscapes and emphasized that the historic town of Littig lies at the heart of that landscape. She further stated that Jackson, the founder of Littig, donated his own land to establish the town and asserted that Littig deserves a park in his honor rather than a wastewater treatment plant.

Pamela Fowler Dickerson, Bollerstedt Road, stated that she serves as a board member of the Wilbarger Creek Conservation Alliance and is also the current president of the Littig Cemetery. She explained that many of the original families lost their land due to greed and that the cemetery has been preserved through community efforts and donations to maintain and protect it. She noted that she is one of approximately two remaining farmers in the Littig area, and is already personally impacted by a wastewater treatment plant being constructed by Manor. With the proposed Elgin facility, she would be situated between both plants, which would affect her livestock. She stated that the goal is to keep family land within families for as long as possible and requested that the Council consider locating the wastewater treatment facility elsewhere.

Ailisha Macharia, Ragtime Ranch Road, stated that she is a farmer residing in Elgin, Texas, and expressed concern about the loss of farmland. She also voiced concerns regarding the quality of life for Littig residents and the potential environmental impacts of a wastewater treatment facility, including effects on water access, and the possibility of long-term health issues.

Mo Ryan, Morrow Lane, stated that she was speaking on behalf of the farm business and that their farm, located on the property, is a diversified vegetable farm implementing organic practices for over two years. She explained that her primary concerns regarding the proposed wastewater treatment plant are both environmental and social. Environmentally, she noted that while the facility may be built to the highest state standards, those standards do not account for the removal of emerging contaminants, persistent organic pollutants, or certain substances present in wastewater.

Corrine Ramirez, Morrow Lane, echoed the concerns raised by previous speakers and reiterated to the Council the significant social historical impact that the wastewater treatment plant would have on historic land. She stated that the Littig community would be impacted by the potential flooding, erosion, pollutants, environmental impacts, and general disturbance of this faculty, while receiving no direct benefit since it would serve a separate development. She requested that the Council reconsider and de-annex the property.

Jon Beall, Morrow Lane, with the Wilbarger Creek Conservation Alliance, stated that, in his opinion, the City had chosen to put the sewage treatment plant in the wrong place. He stated that he was not previously aware of the intention to run the sewage discharge right through the property. He explained that the conservation easement requires him to protect and preserve the historical and agricultural value of the Littig area, and he requested that the Council join in efforts to uphold those protections.

Larry Map, Albert Voelker, stated that he believed the proposed site was the worst possible location and that development of this nature would significantly diminish the quality of the property. He expressed concern that a wastewater treatment plant could spread disease, noting that nearby neighborhoods are only a few miles away. He stated that he strongly hoped the project would stop.

Betty Map, Albert Voelker, stated that she and her family have lived on Albert Volker Road for most of her life and expressed disappointment with the City's proposal to locate a wastewater treatment facility in the area. She urged the Council to listen to the concerns raised by previous speakers, recognize the importance of the issue to the Littig community, and reconsider relocating the treatment plant to an alternative location.

ANNOUNCEMENTS

1. **Holiday by the Tracks Lighted Parade Saturday, December 6th in Downtown Elgin**
   Kristina Alvarez, Main Street Manager, provided the Council with information on this announcement, as well as stated that Friday would be the Elementary School Concert in Veterans' Park at 6:00 PM.

2. **Merry Minecraft Christmas Saturday, December 6th at the Elgin Public Library**
   Kristina Alvarez, Main Street Manager, provided the Council with information on this announcement.

3. **Winter Wonderland and Photos with Santa Saturday, December 13th at the Elgin Parks and Recreation Center**
   Kristina Alvarez, Main Street Manager, provided the Council with information on this announcement.

4. **Elf on the Shelf Scavenger Hunt Thursday–Sunday, December 11th–14th in Downtown Elgin**
   Kristina Alvarez, Main Street Manager, provided the Council with information on this announcement.

CITY MANAGERS REPORT

1. **Notification of Elgin Recreation Center Awarded a National Recreation and Park Associations's Supporting Healthy Aging through Parks and Recreation 5.0 Instructor Training Grant.**
   Robert Eads,Interim City Manager, invited Elizabeth Marzec, Recreation and Leisure Services Manager, to provide additional information on this item. Ms. Marzec stated that staff was excited to receive the grant again, noting that the City was previously awarded the grant in 2023 and used the funding to implement the *Active Living Every Day* 12-week program, which has been offered consistently over the past two years at no cost to participants. She further explained that this marks the second time the City has received funding for the *Fit and Strong* program, which is designed to assist individuals with arthritis in becoming more active and mobile. The program will be offered free of charge, with training provided to City staff through the NRPA.

2. **Board of Adjustments Quarterly Report**
Robert Eads, Interim City Manager, explained to the Council that the Board of Adjustments Quarterly Report is available for their review. There were no questions from the Council.

3. **Building Standards Commission Quarterly Report**
Robert Eads, Interim City Manager, explained to the Council that the Building Standards Commission Quarterly Report is available for their review. There were no questions from the Council.

4. **Parks and Recreation Advisory Board Quarterly Report**
Robert Eads, Interim City Manager, explained to the Council that the Parks and Recreation Advisory Board Quarterly Report is available for their review. There were no questions from the Council.

5. **Special Events Permitting Process (Marzec)**
Robert Eads, Interim City Manager, invited Elizabeth Marzec, Recreation and Leisure Services Manager, to provide additional information on the item. Ms. Marzec stated that in their packets is a proposal from staff that has been reviewed and recommended by the Parks and Recreation Advisory Board. For reference, in 2025, the City Council waived an estimated $12,200.00 for Public Works staff time and an estimated $15,300.00 for Police Department staff time. Until now, there has not been a process for requesting a fee waiver for a special event. This was a collaborative effort from each of the effected departments and the Advisory Board to create this process. This is to standardize, and make consistent for each special event and the City Council. Council Member Casnovsky asked if this was being adopted, and Mr. Eads said that staff would bring this back for the Council's thoughts on the 16th.

   Mr. Eads and Mayor McShan thanked Elizabeth Marzec for her service to the City, as she is separating from the City after this Council meeting.

6. **Main Street Board Quarterly Report (Alvarez)**
Robert Eads, Interim City Manager, explained to the Council that the Main Street Board Quarterly Report is available for their review. There were no questions from the Council.

7. **Discussion on the Potential Use of Parkland Fees for Essential Projects in Fiscal Year '25-'26 and Direction to Staff, if any. (Gonzalez)**
Robert Eads, Interim City Manager, asked the Mayor to table the item. Mayor McShan tabled the item.

CONSENT AGENDA

1. **City Council Work Session Meeting Minutes - November 5, 2025**
This item was approved on the consent agenda.

2. **Special Event Application, Alcohol Ordinance Waiver, Sound Ordinance Waiver and Fee Waiver for Street Closure from W. 2nd St. Between N. Ave. C and N. Main Street from 10AM - 8PM on December 13th, 2025, and Public Works Support and Police Department Support on December 13th, 2025 - Key Elevation Luxury Cuts 1 Year Anniversary Celebration: $1,534.60 (Marzec)**
This item was approved on the consent agenda.

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, RATIFYING PAYMENT AND AUTHORIZING PAY APPLICATION TO GRANT WORKS FOR MILESTONE 2 OF THE**

D270 “KENNEDY STREET AND COUNTY LINE ROAD” PROJECTS, AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)
This item was approved on the consent agenda.

4. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING UPDATED CITY OF ELGIN PAY SCALES REFLECTING A FOUR PERCENT (4%) COST OF LIVING ADJUSTMENT (COLA), EFFECTIVE JANUARY 1, 2026, FOR BOTH POLICE AND GENERAL MUNICIPAL POSITIONS; PROVIDING FOR INCORPORATION OF THE UPDATED PAY SCALES AS AN ATTACHMENT TO THIS RESOLUTION; AND PROVIDING FOR RELATED MATTERS. (Sanders)**
This item was approved on the consent agenda.

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

NEW BUSINESS

1. **AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2026 REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE (Standifer)**
Mayor McShan read the title of the item, and invited the Council to look over the schedule at their place. Council Member Casnovsky asked if Tuesday, November 3rd, is Election Day. Peyton Standifer, City Secretary, addressed this by confirming that it was indeed Election Day. Discussion followed.

Mayor Pro Tem Brashar made a motion to accept the proposed meeting dates with the exception of November 3rd, and moving that meeting to November 17th. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

2. **Discussion and Possible Action Regarding the Reappointment of Roger Adams to the Bastrop County Advisory Board of Health**
Mayor McShan stated that Mr. Rodger Adams has been the representative for the City of Elgin on the Bastrop County Advisory Board of Health for the past year, and he is interested in reappointment. Council Member Casnovsky inquired if he attended all the meetings. Deputy Mayor Pro Tem Love confirmed he attends the meetings and gives updates on their progress.

Council Member Casnovsky made a motion to approve Mr. Adams' reappointment. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

3. **Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2025-2026 Annual Operating Budget**
Deputy Mayor Pro Tem Love stated that the committee included herself, Council Member Gibson, and Council Member St. Pierre. She stated that each member completed the scoring for each organization separately, then reviewed the scores as a group to determine the recommended funding.

Council Member Rodriguez made a motion to approve the recommended funding amounts from the committee. Council Member Crim seconded the motion. All voted in favor. The motion carried.

4. **Discuss and Adopt Updated General Use Policies for the Elgin Public Library (Fowler)**

Heather Fowler, Library Services Manager, presented revisions to the Elgin Public Library Application and Use Policies. She explained that the policies address general library use, as well as expectations and guidelines for cardholders. Ms. Fowler stated that the revisions were developed collaboratively by Library staff and the Library Advisory Board. These recommended changes are part of the Library's periodic policy updates to maintain compliance with accreditation requirements of the Texas State Library and Archives Commission. She noted that the primary updates involved clarifying policy language, with a substantive change reducing the renewal limit from ten renewals to two. Deputy Mayor Pro Tem Love was concerned with the updated language concerning clothing. Discussion followed.

Mayor McShan stated that they will have the City Attorney look over the policy language, and bring it back to the Council at a later date.

5. **Discussion and Possible Action to Select an Agreement with the Elgin Chamber of Commerce for the Funding of the Operation of the Visitor's Center (Eads)**

Robert Eads, Interim City Manager, stated that he met with the Elgin Chamber of Commerce to discuss the contract for the upcoming year. He explained that two agreements were included in the Council packet: one modified version and one unmodified version. He noted that discussion topics included the Chamber's funding source, visibility and signage for the Visitors Center, and related matters. Mayor McShan invited Ms. Bloom and Mr. Ramirez to provide additional comments. Mr. Ramirez stated that during discussions with the Interim City Manager and City Secretary, the Chamber and Visitors Center took the City's feedback seriously. He noted that the Visitors Center has since been added to all social media platforms and the website, with plans underway to improve window signage visibility. He also acknowledged that there were some reporting errors in the previous year, but stated that clarification was provided during discussions and that the Chamber now understands the reporting expectations moving forward. Discussion followed. Mayor Pro Tem Brashar requested data from the Economic Development Corporation Director about the number of visitors shown using software the EDC possesses.

Mr. Eads then stated that the City Attorney and staff would review the agreement again, and bring it back at the December 16th meeting.

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY OF ELGIN TO ENTER INTO A COST PARTICIPATION AGREEMENT FOR UPSIZING WATER AND WASTEWATER LINES IN THE NORTHSIDE MEADOWS DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERTO. (GONZALEZ)**

Michael Gonzales, Public Works Director, stated that the Northside Meadows Development is underway and starting to break ground. He explained that this item up-sizes the required wastewater lines that are to be put in the subdivision. Mr. Gonzalez explained that this was the ideal time to up-size these lines as it can be done at a fraction of the cost it would take to do it after the development has been completed. He stated that this would create a loop in our system from FM100 down to the southern end of our CCN, and improve the water service throughout the entire system.

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

7. **AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR A SHORT-TERM RENTAL AT 204 LOESCH DRIVE ON A PARCEL OF LAND KNOWN BY BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 15727, ELGIN MEADOWS, LOT 31, CITY OF ELGIN, TEXAS, BASTROP COUNTY, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (PERRY)**
   Mayor McShan read the title of the item, and invited comments from the Council. Council Member Casnvosky stated she appreciated their honesty about the use of the property. Discussion followed.

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

8. **Discussion and Possible Action to Authorize the Interim City Manager to Negotiate a Contract for a Comprehensive Compensation and Benefits Study. (Sanders)**
   Mayor McShan read the title of the item, and invited Pamela Sanders, Human Resources Director, to address the Council. Ms. Sanders provided a brief presentation regarding the proposed compensation study. She stated that discussions concerning a compensation study had been ongoing for approximately eight months, and that staff had narrowed the selection down to one firm, Logic Compensation Group. She outlined the reasoning for the study, key information about the firm, references reviewed, the project scope, methodology, timeline, and the anticipated benefits to the City. Ms. Sanders concluded by stating that the requested action was to authorize the City Manager to negotiate a contract with Logic Compensation Group, and, if authorized, to return to Council with a proposed contract at the next Council meeting.

   Council Member Swain made a motion to approve the negotiation of the contract with the selected firm. Council Member Casnovsky seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

Mayor McShan read the item title for Executive Session, and adjourned the meeting into executive session at 8:05 PM.

1. **Executive Session pursuant to Texas Government Code Section 551.074 (Personnel Matters): Deliberation regarding the appointment and employment of a City Manager, including discussion of qualifications, compensation, and terms of a proposed employment agreement.**

RECONVENE

Mayor McShan reconvened the meeting at 8:22 PM.

Mayor Pro Tem Brashar made a motion that the city council appoint Robert Eads as the City Manager for the City of Elgin, effective on a date to be specified in his employment agreement and authorize the mayor to negotiate and execute a city manager employment agreement with Mr.Eads on terms consistent with the council's direction. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

ADJOURNMENT

Mayor McShan adjourned the meeting at 8:27 PM

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

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - December 16, 2025

DEPARTMENT: Executive

PROPOSED ACTION: Review and approve the minutes.

BACKGROUND:
The City Council held a special meeting on December 16, 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 Special Meeting Minutes - December 16, 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
December 16, 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 Council Member Crim was unavailable for medical reasons. Council Member St. Pierre made a motion to excuse his absence. 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
Sue Brashar, Mayor Pro Tem, Ward 4

Absent:
Liston Crim, Council Member, Ward 4

Staff:
Robert Eads, 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
Dodie Navejas, Utility Billing Customer Services Manager
Esmeralda Rangel, Assistant City Secretary
Terry Fowler, Construction Manager
Mathew Decker, Police Sergeant

Clarence Perkins, Grounds Superintendent
Rodney Jarmon, Facilities and Fleet Superintendent
Karol Jarmon, Administrative Assistant
Lori Lankford, Gradient Leadership Solutions Consultant
Grace Perez, Program Coordinator
Mariah Esquivel, Recreation Coordinator
Michael DeLaRosa, Police Sergeant

INVOCATION
Council Member Casnovksy provided the invocation.

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

PUBLIC 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)**
   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, informed the Council there is pending limitation against the City and Police Department regarding his vehicle that was towed in 2019. He demanded that all documentation and communication be maintained for this suit, and include the former employees' documentation and communications. Mr. Callais expressed his displeasure with the Elgin Police Department and the current Police Chief. He stated that Mr. Eads received a letter with his demands.

Danielle Bornowski, County Road 464, voiced her support for the Chamber of Commerce. Ms. Bornowski stated that she is the owner of DQB Strategies, and she frequently uses the Chamber office for meetings as she works out of her home, and she does not live inside city limits. The Chamber has been very supportive of her business.

Tiffany Miller, Jordan Lane, voiced her support for the Chamber of Commerce. Ms. Miller spoke on behalf of the Rotary Club. The Chamber worked with her to find a better meeting space for the Club, and they now use the Chamber building on Mondays for their meetings. She expressed their enjoyment of being on Main Street, and the ability to put out a sign, so others are able to walk by and join the meetings. The Rotary Club brings in outside visitors as speakers, and she feels that the Chamber highlights the city well for those out-of-town visitors.

Eileen Niswander, County Road 467, voiced her support for the Chamber of Commerce. Ms. Niswander stated her and her husband own Yegua Creek Farms Pecan Orchard and Commercial Kitchen, they sell at the farmer's market on Thursdays, and she has served on both the Main Street board and Chamber of Commerce Board. During her time on the Chamber of Commerce Board, she witnessed the Bastrop, Elgin and Smithville Chambers of Commerce petition the Texas State Legislature for their cities to receive the HOT taxes collected in their respective cities. Without that action, the City of Elgin would not even receive HOT funds to distribute. The Chamber used to receive a percentage of those funds, and recently the City has required the Chamber to serve as the visitors' center. This is difficult for the Chamber with only two employees as they are frequently called away from the office for ribbon cuttings or other Chamber duties, and the City wanted to do a step-down program to decrease the funding without decreasing the duties. The Chamber of Commerce would have a very difficult time surviving if the City removes their funding.

Stacey Gruetzner, Coppers Way, voiced her support for the Chamber of Commerce. Ms. Gruetzner stated she has served the community in various capacities, including seven years on the Chamber of Commerce Board, and she is currently finishing her year as Board President. She has witnessed the Chamber take strides forward in progress, and believes that the Chamber is not just a Visitor's Center but it is a hub that supports business growth, community, connection, and tourism-driven activity. The Chamber has a small staff that has continued to produce results. The agreement includes operating the Visitor's Center, but these funds are meant to support tourism and promotion.

Veronica Seever, North Main Street, voiced her support for the Chamber of Commerce. Ms. Seever stated that for clarity her business, SHE, and the Chamber of Commerce share a building but not finances. She stated that the Chamber and SHE split the rent of the building, with the Chamber paying $1,000.00 in monthly rent and SHE paying $1,800.00 in monthly rent. Ms. Seever expressed that there would be nothing better than the Chamber being financially independent of the City, but that is more difficult than it may seem. The Chamber has made a large impact in the community, and the contract is for the operation of the Visitor's Center, which received a big upgrade when the Chamber moved out of the City building into their current location. The Chamber cannot control how many people visit the Visitor's Center. HOT Funds are about promotion and tourism, not just the Visitor's Center.

Ericka Greenfield, Old Sayers Road, read a public comment on behalf of Carrie Westland of Carr Lane Manufacturers. Ms. Westland voiced her support for the Chamber of Commerce. She expressed her disagreement with asking the Chamber to remain open on Saturdays. She stated that the extended hours would limit the Chamber's ability to support local businesses, and events and businesses bring more people into town. The Chamber hosted the Hot Cocoa Stroll on December 6th that brought 100s of people to the downtown area.

Heather Bloom, Emile Street in Bastrop Texas, read a public comment from Virginia Perez, a business owner in the City of Elgin. Ms. Perez voiced her support for the Chamber of Commerce. She stated that the Chamber of Commerce is vital to the attraction of visitors to the City, and many of her clients come from outside the Elgin area. The Chamber exposes these outside visitors to the City and gives them the tools to explore the City. Continued investment in the Chamber of Commerce as the Visitor's Center is necessary as they are vital to the community and local businesses.

Deja Cooper, Lomitas Drive, voiced her support for the Chamber of Commerce. Ms. Cooper is a local small business owner located on Main Street. She stated that the Chamber brings local small businesses together, and maintaining their hours while still serving businesses. The Chamber serving as the Visitor's Center makes sense, and she appreciates having them on Main Street.

Ed Rivers, Hickay Drive, voiced his support for the Chamber of Commerce. Mr. Rivers stated he was on the Council in the 1990s, and he first joined the Chamber of Commerce in 1979. He has been involved with the Chamber for 45 years. He spoke with the Chamber of Commerce President from Bastrop earlier, and they receive funding from a multitude of sources. The Chamber of Commerce in Elgin does not have that, and needs the funding from the City. He encourages the City to continue to work with the Chamber for the benefit of the community.

Ron Ramirez, North Avenue A, voiced his support for the Chamber of Commerce. Mr. Ramirez stated that the Chamber and the City can do a lot of good together, and can help each other, but they must receive the HOT Funds to achieve that. The Chamber is not trying to receive money that they are not earning, but instead, they are trying to continue working together. There are smaller cities around the City of Elgin that award much more funding for the operation of their Visitor's Center. When people enter the Visitor's Center in Elgin, they are greeted with a welcoming and knowledgeable individual. It is not the Visitor's Center job to bring people to the City of Elgin.

ANNOUNCEMENTS

1. **Chief Noble's Update on Shop with a Cop, Operation Turkey, and the First Annual Badges and Bags: First Responder Food Drive**
   Robert Eads, City Manager, invited Chief Noble and Charlotte Thomas to present to the Council. Chief Noble reviewed the recent community events that the Elgin Police Department participated in. On Thanksgiving, approximately eight officers, including Chief Noble, volunteered for Operation Turkey. On December 6th, the Elgin Police Department participated in the First Annual Badges and Bags: First Responder Food Drive. The department collected a roughly estimated $17,000 worth of food for Sister Irene's Open Door Mission. On December 13th, the Elgin Police Department participated in Shop with a Cop at the Elgin Walmart. There were 49 officers present from Austin Community College Officers, Travis County Sheriff's Department, Travis County Precinct One Constable's Office, Bastrop County Precinct Four, and Texas Department of Public Safety. They were able to serve 86 children this year.

2. **Parks and Recreation Polar Bear Plunge Saturday, January 3rd at Morris Memorial Pool**
   Heather Fowler provided the Council with this announcement.

3. **Family Movie Night Friday, December 19th at Elgin Public Library**
   Heather Fowler provided the Council with this announcement.

4. **Stocking Stuffer Saturday, December 20th at Downtown Elgin**
   Heather Fowler provided the Council with this announcement.

PRESENTATION

1. **City Manager Oath of Office**
   Mayor McShan invited Robert Eads to stand and take the Oath of Office. Mr. Eads recited the Oath of Office.

2. **BCPHD Advisory Board Update by Elgin Representative Roger Adams**
   Mayor McShan invited Roger Adams to present to the Council. Mr. Adams is the current Elgin representative on the Bastrop County Public Heath Advisory Board. Mr. Adams explained that part of the duties of the representative include providing an update to the

elected officials they represent. He began by giving a brief background on the board, including that it was formed in March 2025. The Board began with $125,000.00 of funding, and has increased that amount by over $2.5 million. About $2.75 million of those funds are dedicated to housing and workforce development. Mr. Adams further explained the progress made by the Board in regards to access to clinical services. The Board encourages the City Council and community to engage with the Board to further provide information about the needs of the area. Deputy Mayor Pro Tem Love requested the website for the Public Health Department. The website is currently under construction, but the email address of public.health@co.bastrop.tx.us was provided if further information is needed at this time.

CITY MANAGERS REPORT

1. **Direction to Staff to Set the Second Monthly Meetings for the City Council in 2026**
   Robert Eads, City Manager, requested the Council to look over the calendar that they have been provided with that has the proposed second monthly meeting dates, and take action to establish the second monthly meetings. There were no questions or adjustments made by the Council.

   Mayor Pro Tem Brashar motioned to approve the second monthly dates as they are proposed for 2026. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

2. **Special Events Permitting Process Adoption**
   Robert Eads, City Manager, invited Council to review the process that was presented at the last meeting, and further explained the timeline for this item. Council Member Casnovsky voiced her opinion that the evaluation criteria was too subjective, and requested the total number of fees waived in 2025 to be brought back to the Council. Discussion followed. Council Member Swain questioned the real versus proposed cost. Discussion followed. Mr. Eads asked to bring this back to the Council in January.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes - November 17, 2025**
   This item was approved on the consent agenda.

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)**
   This item was approved on the consent agenda. Mr. Eads explained that this item was to add him as a Secondary Investment Officer as the City Manager.

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

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)

Kaley Frye, Economic Development Cooperation Director, provided the City Council with an overview of the project, as it has been some time since it was last discussed. The development, "Elgin Commons", is a 60-acre retail development with 325,000 square feet of retail space, 244,000 square feet of pad sites, and a class three hotel development. The location of this project is West of Walmart and What-A-Burger, and will provide connectivity with infrastructure projects and roadways. Ms.Frye provided a project recap timeline, project highlights, and economic impact highlights. John Cashack, Director of Acquisition Entitlement for American Ventures, spoke a bit more about the project, and answered questions from the Council.

Council Member St. Pierre motioned to approve the resolution and agreement as presented. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE 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)**

Robert Eads, City Manager, explained to the Council that this Work Authorization would continue the working relationship with Gradient Leadership Solutions. Mr. Eads stated that this is a temporary fix until a permanent Finance Director can be found and hired. There were no questions from the Council.

Council Member Rodriguez motioned to approve the resolution as it was presented. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

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)**

Pamela Sanders, Human Resources Director, stated that this resolution was for approval of the Logic Compensation Group contract, and to initiate the compensation and benefits study, as was previously discussed at the December 2, 2025, City Council Meeting. She noted that Logic was selected as the vendor at the last Council meeting and was authorized to move forward. Ms. Sanders explained that, following communication with the firm, staff received the contract and cost proposal, which were included in the Council packet.

Deputy Mayor Pro Tem Love motioned to approve the resolution as it was presented. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

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)**

Robert Eads, City Manager, stated that the basic traits of good government include ten core principles: being respectful, responsive, effective, transparent, competent, ethical, lawful, innovative, fiscally sound, and accountable. He noted that while these principles have guided the City's operations, formally documenting them represents an important step toward establishing a clear standard to be used moving forward, which he believes will not only benefit council, but committees, advisory boards, staff, etc.

Council Member Casnovsky motioned to approve the ordinance as it was presented. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

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)**
   Beau Perry, Development Services Director and City Engineer, provided the Council with a timeline of the project. He reminded Council that at the time of development, the project was built to City standards in anticipation of eventual annexation, as the property was adjacent. He further explained that, with certain legislative updates now in place, the developer is formally requesting annexation into the City limits.

   Council Member Swain motioned to approve the ordinance as it was presented. Council Member Casnovsky seconded the motion. All voted in favor. The motion carried.

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)**
   Beau Perry, Development Services Director and City Engineer, explained to the Council that when land is annexed into the City, it must be assigned to a Ward. Currently, the staff is very mindful of the population of each Ward, and will recommend a redistricting when it is necessary. There were no questions from the Council.

   Deputy Mayor Pro Tem Love motioned to approve the ordinance as it was presented. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

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)**
   Beau Perry, Development Services Director and City Engineer, explained to the Council that the developer, Brohn Homes, determined a particular housing type, referred to as "cottage-style" homes—generally homes with little to no yard—has been successful in other

communities. As a result, the developer requested approval to reduce the minimum lot size from 3,600 square feet to a minimum lot size of 2,000 square feet for the specific lots shown on the concept map for Harvest Ridge. He stated that this change would allow more cottage-style homes to be incorporated into the development, without requiring a complete revision of the overall plan. Harvest Ridge is currently capped at 1,200 LUEs, and this would increase that cap to 1,300 LUEs. In return, the developer would agree to extend the timeframe to seven years for the City to construct a public service–related facility before the previously deeded property reverts back to the developer. The developer would also pay the additional reservation capacity fee associated with the increase for the Wastewater Treatment Plant, construct a trail system connecting the MUD to the Peppergrass trail, and complete cleanup of the parkland. Mr. Perry answered questions from the City Council, and discussion followed.

Deputy Mayor Pro Tem Love motioned to approve the resolution as it was presented.
Council Member Casnovsky seconded the motion.
The vote was as follows:
Deputy Mayor Pro Tem Love - Yes
Council Member St. Pierre - Yes
Council Member Rodriguez - Yes
Mayor Pro Tem Brashar - Yes
Mayor McShan - Yes
Council Member Casnovsky - Yes
Council Member Gibson - No
Council Member Swain - Yes
The motion carried with a vote of seven in favor, and one not in favor.

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)**
The City Council inquired about the Chamber of Commerce's activities and the operation of the Visitors Center. Discussion focused on business hours, data collection, reporting, possible changes to the presented contract, and ensuring that the Chamber meets the expectations outlined in the agreement while achieving the desired results.

Council Member Swain motioned to approve the resolution and contract with the stipulation that the contract period be changed to one year. Mayor Pro Tem Brashar seconded the motion.
The vote was as follows:
Council Member Swain - Yes
Deputy Mayor Pro Tem Love - No
Council Member St. Pierre - No
Council Member Rodriguez - Yes
Mayor Pro Tem Brashar - Yes
Mayor McShan - Yes
Council Member Casnovsky - No
Council Member Gibson - Yes
The motion carries with a vote of five in favor, and three not in favor.

EXECUTIVE SESSION
Mayor McShan read the titles of the Executive Session items, and adjourned the public meeting into executive session at 9:15 PM.

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.**

RECONVENE
Mayor McShan reconvened the open meeting at 10:01 PM.

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)**
   Mayor McShan read the title of the item, and invited Beau Perry, Development Services Director and City Engineer, to address the Council. Mr. Perry explained to the Council that this amended development agreement with Lund Farms allows annexation into the City, and allows for future potential de-annexation. There were no questions from the Council.

   Council Member Casnovksy motioned to approve the resolution as it was presented. Council Member St. Pierre seconded the motion. All voted in favor. The motion carried.

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)**
   Mayor McShan read the title of the item, and invited Beau Perry, Development Services Director and City Engineer, to address the Council. Mr. Perry presented a map to the Council illustrating the 10.108 acres of the Lund Farms development that has requested voluntarily annexation into the City limits. There were no questions from the Council.

   Mayor Pro Tem Brashar motioned to approve the ordinance as it was presented. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

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)**
   Beau Perry, Development Services Director and City Engineer, explained to Council that this ordinance was to assign the recently annexed land to a City Council Ward as required by law. Ward 3 is the closest, and therefore the selected Ward from Staff. There were no questions from the Council.

   Council Member St. Pierre motioned to approve the Ordinance as it was presented. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

ADJOURNMENT
Mayor McShan wished everyone a Merry Christmas, and adjourned the meeting at 10:05 PM.

ATTEST:

____
Theresa Y. McShan, Mayor

____
Peyton Standifer, City Secretary

Elgin TEXAS perfectly situated...

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT OF WAY AS IS NECESSARY FOR THE BASTROP COUNTY MARTIN LUTHER KING, JR. WALK AND CELEBRATION. (ALVAREZ)

DEPARTMENT: Community Services

PROPOSED ACTION: Review and discuss the agreement and resolution for approval.

BACKGROUND:
Join the 31st annual Martin Luther King, Jr. Walk for Peace, Justice & Equality in Elgin, Texas on Monday, January 19, 2026! This free community event begins with a walk at 10 a.m. starting from the Elgin Depot Museum, followed by an 11 a.m. program at Booker T. Washington Elementary School, celebrating Dr. King's legacy of nonviolence and civil rights. Attendees can participate in the peaceful walk through downtown Elgin, enjoy inspiring remarks, connect with neighbors and community leaders, and reflect on themes of equality, service, and unity. Refreshments will be provided, and the event offers a meaningful way for all ages to honor Dr. King's vision and strengthen community bonds.
This is a countywide event with location rotating each year between Bastrop, Elgin and Smithville.

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 and agreement.

ATTACHMENTS:
1. Bastrop County Martin Luther King, Jr. Holiday Commission presents MARTIN LUTHER KING, JR. WALK&CELEBRATION JANUARY 19, 2026
2. RESOLUTION MLK WALK 2026
3. 2026tea30 Txdot

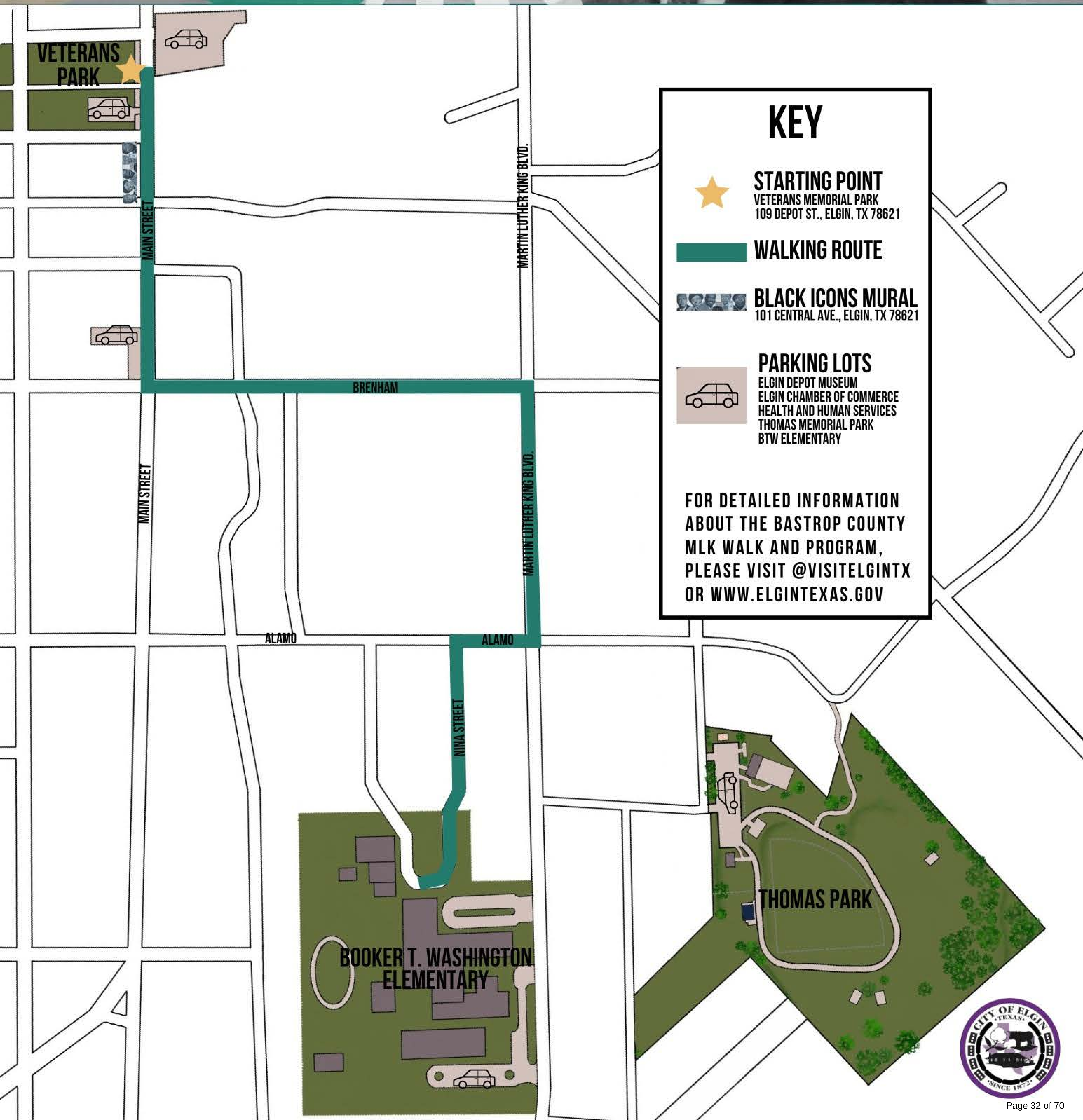
{} Staff will be making a detailed presentation on this agenda item at the meeting.
{} Staff will provide brief comments and answer questions on this item at the meeting.
{X} This is a routine procedural item and no presentation is planned for the meeting.

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

Bastrop County Martin Luther King, Jr.
Holiday Commission presents

MARTIN LUTHER KING, JR. WALK&CELEBRATION JANUARY 19, 2026

>>> elgintexas.gov



KEY

STARTING POINT
VETERANS MEMORIAL PARK
109 DEPOT ST., ELGIN, TX 78621

WALKING ROUTE

BLACK ICONS MURAL
101 CENTRAL AVE., ELGIN, TX 78621

PARKING LOTS
ELGIN DEPOT MUSEUM
ELGIN CHAMBER OF COMMERCE
HEALTH AND HUMAN SERVICES
THOMAS MEMORIAL PARK
BTW ELEMENTARY

FOR DETAILED INFORMATION ABOUT THE BASTROP COUNTY MLK WALK AND PROGRAM, PLEASE VISIT @VISITELGINTX OR WWW.ELGINTEXAS.GOV

RESOLUTION 2026-01-06-XX

RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORATION FOR THE TEMPORARY CLOSURE OF A STATE RIGHT OF WAY, AS IS NECESSARY FOR THE BASTROP COUNTY MARTIN LUTHER KING, JR. WALK AND CELEBRATION. .

WHEREAS, The City of Elgin will hold the 31th Annual Martin Luther King, Jr. Walk for Peace, Justice & Equality on Monday, January 19, 2026, with events beginning on Monday, January 19, 2026; and,

WHEREAS, Martin Luther King, Jr. Walk for Peace, Justice & Equality is a free community street walk held in the historic Downtown District of the City of Elgin and includes Loop 109 from Lexington to Austin Street; and,

WHEREAS, The Martin Luther King, Jr. Walk contributes to the development, promotion, and revitalization of the Downtown Business District in the City of Elgin; and,

WHEREAS, The City Council's approval is required for the execution of the agreement with the Texas Department of Transportation.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Texas Department of Transportation**.**

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 6th day of January 2026.

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

ATTEST:

____
PEYTON STANDIFER. City Secretary

Agreement No.________________

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT-OF-WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of __Elgin__, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including ___Loop 109___, in _____Bastrop____, County; and

WHEREAS, the City has requested the temporary closure of Loop 109 for the purpose of the 31st Annual Martin Luther King, Jr. Walk for Peace, Justice & Equality in Elgin, Texas as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the __19__ day of January , 20 26 , the Elgin City Council passed Resolution / Ordinance No.______________, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as “Exhibit C.”

Article 3. OPERATIONS OF THE EVENT

A. The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.

C. The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

D. The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

E. The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City’s traffic control plan.

F. The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State’s right-of-way and restore or repair the State’s right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State’s right-of-way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the

State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs incurred by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Elgin Attn: Kristina Alvarez PO Box 591 310 North Main Street Elgin Texas 78621	Texas Department of Transportation ________________________ ________________________ ________________________

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF ELGIN

Executed on behalf of the City by:

By_____________________________ Date________________________
City Official

Typed or Printed Name and Title Robert Eads

City Manager

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

By_____________________________ Date________________________
District Engineer

Exhibit A

Martin Luther King Jr. Walk 2026

Join the 31st annual Martin Luther King, Jr. Walk for Peace, Justice & Equality in Elgin, Texas on Monday, Jan.19, 2026! This free community event begins with a walk at 10 a.m. starting from the Elgin Depot Museum, followed by an 11 a.m. program, at Booker T. Washington Elementary School, celebrating Dr. King's legacy of nonviolence and civil rights. Attendees can participate in the peaceful walk through downtown Elgin, enjoy inspiring remarks, connect with neighbors and community leaders, and reflect on themes of equality, service, and unity. Refreshments will be provided, and the event offers a meaningful way for all ages to honor Dr. King's vision and strengthen community bonds.

Event Time: 10:00 AM - 12:00 PM

This is a countywide event with location rotating each year between Bastrop, Elgin and Smithville.

Exhibit B

RESOLUTION

Exhibit C

Martin Luther King Jr. Walk 2026 Map

Monday, January 19th from 10 am to 12 pm

EXHIBIT C

Bastrop County Martin Luther King, Jr.
Holiday Commission presents

MARTIN LUTHER KING, JR. WALK&CELEBRATION JANUARY 19, 2026

>>> elgintexas.gov

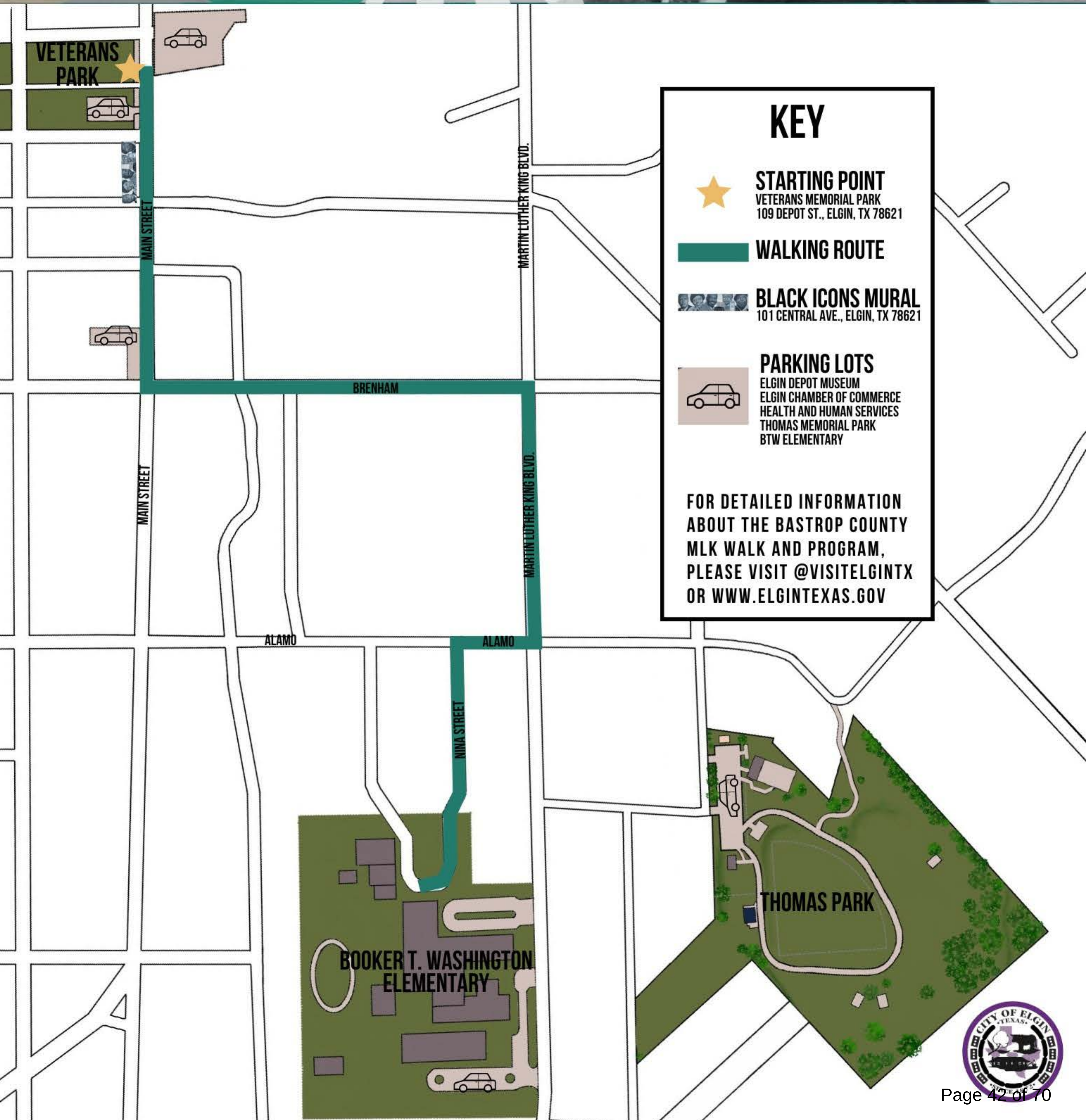


EXHIBIT F

Elgin Police Department

Office of the Chief of Police

202 Depot Street, Elgin, **Texas** 78621

December 23, 2025

Texas Dept. of Transportation
Austin District
125 E. 11th Street
Austin, TX 78701

Re: Temporary Road Closure – 31st Martin Luther King, Jr. Walk for Peace, Justice & Equality, Elgin, TX January 19, 2026

The Elgin Police Department will be participating in the 31th Annual Elgin Martin Luther King, Jr. Walk for Peace, Justice & Equality to include the following: Managing traffic and public safety in-and-around the proposed Loop 109 road closure from 8 am - 2 pm on January 19, 2026, as well as managing and directing any necessary detours.

Sincerely,

Chris Noble, Chief of Police
Elgin Police Department
(512) 285-6811

Cc: Kristina Alvarez
Main Street Manager
City of Elgin

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A PAYMENT IN THE AMOUNT OF $205,957 FOR UPSIZING UTILITY LINES IN THE BRIARWOOD DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Approve as presented

BACKGROUND:
On July 15, 2025, the Elgin City Council was presented an agreement with the Briarwood Development doing business as Ashton Gray to increase wastewater capacity and provide resiliency to the system by up-sizing a main trunk line of wastewater infrastructure on the West side of County Line Road in the Briarwood Development and extending up to FM 1100. This item was approved and adopted and the installation commenced. The City Engineer and City Staff have reviewed the quality of work performed and are now recommending payment for those services. The amount of the invoice is unchanged and there were no overages on the project.

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

The reimbursement for the wastewater line totals $205,957.00.

RECOMMENDATION:
Staff recommends approval of the resolution.

ATTACHMENTS:
1. RessBriarwood upsizing invoice for council
2. 109-ATX-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. 2025-01-06-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A PAYMENT IN THE AMOUNT OF $205,957 FOR UPSIZING UTILITY LINES IN THE BRIARWOOD DEVELOPMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, The City of Elgin and ATX Elgin Development have already entered into a Development Agreement for the Briarwood Development; and,

WHEREAS, City Staff along with the Developers have identified utility enhancements to be made within the development that will also serve area residents with up-sizing utility lines; and,

WHEREAS, City Staff is now recommending this payment to be made now that all work is completed and determined to be satisfactory, and will enhance utility service on the West side of County Line Rd, for all residents current and future.

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 or City Manager is hereby authorized to execute the payment in the amount of $205,957.00 described in the invoice which is 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 6th day of January 2025

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

ATTEST:

____
PEYTON STANDIFER, City Secretary

EXHIBIT A

ATX Elgin Dev LLC

INVOICE

[redacted]

INVOICE # 109-ATX-2025
DATE: 12-18-2025

TO:
City of Elgin
Po Box 591
Elgin, Texas - 78621

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Waste Water Interceptor Line Reimbursement	$205,957.00	$205,957.00
	Wiring Details:		
	Bank: [redacted]		
	Account Name: [redacted]		
	Account #[redacted]		
	Routing #[redacted]		
	Address: [redacted]		
		SUBTOTAL	**$205,957.00**
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	**$205,957.00**

Make all checks payable to ATX Elgin Dev LLC

THANK YOU FOR YOUR BUSINESS!

Elgin TEXAS
perfectly situated...

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Discussion and Possible Action on Reviving and "Promoting" a City Model Where "Perfectly Situated" Truly Reflects Elgin's Identity

DEPARTMENT: Executive

PROPOSED ACTION: Discussion with possible direction to staff regarding development standards and preferences.

BACKGROUND:
Per Council Member St. Pierre:
"*I also request an item focused on revitalizing the city's model or motto—specifically examining how "perfectly situated" can be transformed from a slogan into a meaningful, actionable standard for decision-making, planning, and community representation. This discussion would allow us to revisit what the phrase should represent, how it aligns with our current and future goals, and what steps could help ensure that the motto speaks to real strengths, opportunities, and values within the city.*"

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

RECOMMENDATION:
Staff has no recommendation.

ATTACHMENTS:
None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS FOR PROPERTY ACQUISITION FOR THE KENNEDY STREET DRAINAGE PROJECT ALSO KNOWN AS GLO CONTRACT No. 22-085-029-D270 AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider approval

BACKGROUND:
These properties are part of the Kennedy Street widening and drainage project. While there are still outstanding offers for right of way, this group is ready to move forward with purchasing. Once voted on and in agreement at the council meeting, title work and a closing will be set.

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

RECOMMENDATION:
Review and consider approval

ATTACHMENTS:
1. RESOLUTION Kennedy St properties
2. 2025.11.26 Javier & Mary Helen Lopez 14583
3. 2025.11.26 John Prieto Purchase Offer Acceptance 14598
4. 2025.11.26 John Prieto Purchase Offer Acceptance 14637
5. 2025.11.26 Mary Helen Lopez 14622
6. 2025.12.08 Joseph Dewhirst14628

{} 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. 2026-01-06-XX

A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS FOR PROPERTY ACQUISITION FOR THE KENNEDY STREET DRAINAGE PROJECT ALSO KNOWN AS GLO CONTRACT No. 22-085-029-D270 AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin, is now engaged in a street improvement and drainage project on Kennedy Street and County Line Road in Elgin Texas; and,

WHEREAS, as part of this project the right of way for Kennedy Street must be expanded and purchased from certain parties within the limits of construction; and,

WHEREAS, appraisals surveys and agreements have been drafted and provided to the parties involved, and Staff now recommends the purchase of such property.

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 or Mayor Pro Tem is hereby authorized to execute the contracts to acquire property for the purpose of expanding right of way on Kenndy Street in Elgin Texas in the amounts identified in the attachments "Purchase offer Acceptance Form" with this resolution and copied verbatim herein.

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

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

PASSED AND ADOPTED this 6th day of January 2026.

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

ATTEST:

____
PEYTON STANDIFER, City Secretary

Elgin TEXAS
perfectly situated...

- Purchase Offer Acceptance Form –

Locality: City of Elgin
Contract No. 22-085-029-D270

The City of Elgin proposes purchasing right-of-way from your property at No situs address, further described as follows:

BEING A 0.020 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT 0.20 ACRE TRACT (TRACT #1) CONVEYED TO MARY LOPEZ AND HUSBAND, JAVIER LOPEZ, BY DEED RECORDED IN VOLUME 548, PAGE 382 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

The City of Elgin hereby offers a price amount of **$14,163** to obtain right-of-way on this property. **Please indicate on the form below if you would like to accept the offer amount or would like to proceed with negotiations**. If you wish to negotiate, please be prepared to provide a counter-offer amount and justification for that amount.

☑ I accept the purchase offer of fourteen thousand one hundred sixty three dollars ($14,163) for the portion of your property on 0.020 acres of Property ID 14583.

☐ I do **not** accept the purchase offer of fourteen thousand one hundred sixty three dollars ($14,163) for the portion of your property on 0.020 acres of Property ID 14583 and wish to negotiate.

Owner Name: Javier & Mary Helen Lopez

Owner Signature: Javier Lopez Mary Helen Lopez

Date: 11-26-2025

310 North Main Street PO Box 591 Elgin, Texas 78621 Phone 512.281.5724 Fax 512.285.3016 www.elgintx.com

Elgin
TEXAS
perfectly situated...

- Purchase Offer Acceptance Form –

Locality: City of Elgin
Contract No. 22-085-029-D270

The City of Elgin proposes purchasing right-of-way from your property at 207 KENNEDY ST ELGIN, TX 78621, further described as follows:

BEING A 0.012 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT TRACT OF LAND DESCRIBED BY DEED RECORDED IN VOLUME 318, PAGE 261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

The City of Elgin hereby offers a price amount of **$6,668** to obtain right-of-way on this property. **Please indicate on the form below if you would like to accept the offer amount or would like to proceed with negotiations**. If you wish to negotiate, please be prepared to provide a counter-offer amount and justification for that amount.

- ☑ I accept the purchase offer of six thousand six hundred sixty eight dollars ($6,668) for the portion of your property on 0.012 acres of Property ID 14598.
- ☐ I do **not** accept the purchase offer of six thousand six hundred sixty eight dollars ($6,668) for the portion of your property on 0.012 acres of Property ID 14598 and wish to negotiate.

Owner Name: John Prieto

Owner Signature: John Prieto

Date: 11/26/25

Elgin TEXAS
perfectly situated...

- Purchase Offer Acceptance Form –

Locality: City of Elgin
Contract No. 22-085-029-D270

The City of Elgin proposes purchasing right-of-way from your property at 205 KENNEDY ST ELGIN, TX 78621, further described as follows:

BEING A 0.014 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT TRACT OF LAND DESCRIBED BY DEED RECORDED IN VOLUME 808, PAGE 687 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

The City of Elgin hereby offers a price amount of **$8,200** to obtain right-of-way on this property. **Please indicate on the form below if you would like to accept the offer amount or would like to proceed with negotiations**. If you wish to negotiate, please be prepared to provide a counter-offer amount and justification for that amount.

☑ I accept the purchase offer of eight thousand two hundred dollars ($8,200) for the portion of your property on 0.014 acres of Property ID 14637.

☐ I do **not** accept the purchase offer of eight thousand two hundred dollars ($8,200) for the portion of your property on 0.014 acres of Property ID 14637 and wish to negotiate.

Owner Name: John Prieto

Owner Signature: John Prieto

Date: 11/26/25

Elgin TEXAS
perfectly situated...

- Purchase Offer Acceptance Form –

Locality: City of Elgin
Contract No. 22-085-029-D270

The City of Elgin proposes purchasing right-of-way from your property at 203 KENNEDY ST ELGIN, TX 78621, further described as follows:

BEING A 0.021 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT TRACT OF LAND CONVEYED TO MARY HELLEN LOPEZ BY DEED RECORDED IN VOLUME 411, PAGE 470 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

The City of Elgin hereby offers a price amount of **$15,550** to obtain right-of-way on this property. **Please indicate on the form below if you would like to accept the offer amount or would like to proceed with negotiations**. If you wish to negotiate, please be prepared to provide a counter-offer amount and justification for that amount.

☑ I accept the purchase offer of fifteen thousand five hundred fifty dollars ($15,550) for the portion of your property on 0.021 acres of Property ID 14622.

☐ I do **not** accept the purchase offer of fifteen thousand five hundred fifty dollars ($15,550) for the portion of your property on 0.021 acres of Property ID 14622 and wish to negotiate.

Owner Name: MARy Helen Lopez

Owner Signature: Mary Helen Lopez

Date: 11-26-2025

Elgin TEXAS
perfectly situated...

- Purchase Offer Acceptance Form –

Locality: City of Elgin
Contract No. 22-085-029-D270

The City of Elgin proposes purchasing right-of-way from your property at 213 KENNEDY ST ELGIN, TX 78621, further described as follows:

BEING A 0.021 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT TRACT OF LAND CONVEYED TO JOSEPH MICHAEL DEWHIRST BY DEED RECORDED IN DOCUMENT NO. 202316085 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

The City of Elgin hereby offers a price amount of **$13,922** to obtain right-of-way on this property. **Please indicate on the form below if you would like to accept the offer amount or would like to proceed with negotiations**. If you wish to negotiate, please be prepared to provide a counter-offer amount and justification for that amount.

☑ I accept the purchase offer of thirteen thousand nine hundred twenty two dollars ($13,922) for the portion of your property on 0.021 acres of Property ID 14628.

☐ I do **not** accept the purchase offer of thirteen thousand nine hundred twenty two dollars ($13,922) for the portion of your property on 0.021 acres of Property ID 14628 and wish to negotiate.

Owner Name: Joseph Dewhirst

Owner Signature: Joseph Dewhirst

Date: Mon, Dec. 8

AFFIDAVIT OF HAND DELIVERY

On this 8 day of Dec, 2025, I certify that I hand-delivered the following forms associated with CDBG-DR Contract #22-085-029-D270:

1. *Written Purchase Offer*
2. *Purchase Offer Acceptance Form*
3. *Just Compensation Determination Statement*
4. *Appraisal Report with Appraisal Review Report OR Waiver Valuation*

To the following person described as:

Joseph Michael Dewhirst

Residing at

213 Kennedy Street

Elgin TX 78621.

Signature of Recipient: Joseph Dewhirst

Printed Name of Deliverer: Karol Jarmon

Signature of Deliverer: Karol Jarmon

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING CITY STAFF TO EXECUTE AN AGREEMENT FOR SERVICES WITH BGE ENGINEERS TO DESIGN WASTEWATER IMPROVEMENTS FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION IN THE AMOUNT OF $63,205 AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the agreement and resolution as it is presented.

BACKGROUND:
At the December 16, 2025, City Council meeting, the Elgin City Council authorized the retail development commonly known as the Rhodes Tract. Through specific incentives and negotiation with the developer, the Elgin Economic Development Corporation and the Developer reached an agreement to make certain wastewater improvements to the system that are needed to serve this development. The City of Elgin is the only party qualified to make such improvements, crossing a section of privately owned land and connecting to existing utilities in an existing easement. BGE is the recommended firm to execute this work task, design and facilitate the new easement needed with the landowner.

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

The design was budgeted for and will be paid for out of EDC funds.

RECOMMENDATION:
Staff is now recommending executing this agreement with BGE Engineers in the amount of $63,205.00.

ATTACHMENTS:
1. RESOLUTION 1.6.25BGE
2. City of Elgin Wastewater Utility Improvements Proposal 2025-12-02

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

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

RESOLUTION NO. 2025-01-06-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING CITY STAFF TO EXECUTE AN AGREEMENT FOR SERVICES WITH BGE ENGINEERS TO DESIGN WASTEWATER IMPROVEMENTS FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION IN THE AMOUNT OF $63,205 AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin owns, operates and maintains equipment for a municipal wastewater system that serves Elgin residents at large and now a new retail development along Highway 290 in Elgin, Texas; and,

WHEREAS, through specific development incentives the Elgin Economic Development Corporation has agreed to certain wastewater improvements that enhance the overall system and serve new needed retail options; and,

WHEREAS, City Staff now recommend authorizing BGE Engineers to design, survey, and facilitate easements for this wastewater project.

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 Economic Development Director, Mayor or City Manager is hereby authorized to ratify and oversee the payment terms, in the amount of the pay request identified as an attachment to this resolution and copied verbatim herein.

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

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

PASSED AND ADOPTED this 6th day of January 2026.

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

ATTEST:

____

PEYTON STANDIFER, City Secretary

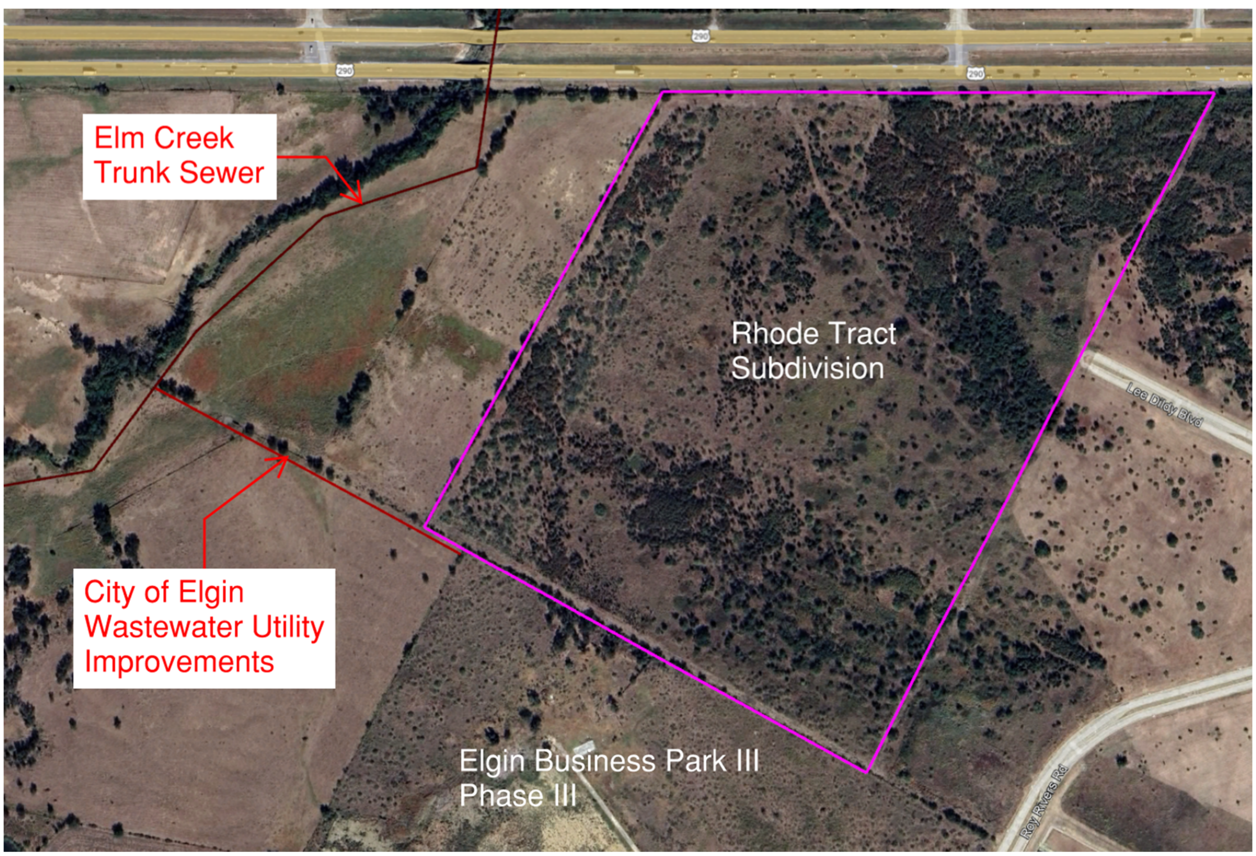
December 2, 2025

Kaley Frye
City of Elgin Economic Development Corporation
310 N. Main Street
Elgin, Texas 78621

Re: City of Elgin Wastewater Utility Improvements – Civil Engineering Services
Elgin, Bastrop County, Texas

Dear Ms. Kaley Frye:

BGE, Inc. (BGE) appreciates the opportunity to present to **City of Elgin Economic Development Corporation** (Client) this proposal for the civil engineering, environmental, and survey services for the proposed wastewater utility improvement project located in Elgin, Texas 78621 inside of the City of Elgin limits. This wastewater line extension project includes approximately 1,100 LF of pipeline from the Rhode Tract Subdivision to the Elm Creek Trunk Sewer. The extension is hereafter referred to as "Project".



SCOPE OF SERVICES

Based on our understanding of your needs and the status of the Project, we have prepared the following scope of services and fee proposal for your consideration.

I. PRELIMINARY ENGINEERING & SUPPORT

A. Project Coordination & Meetings - BGE will meet with the Project team and the City as necessary during the design and approval process. This will include any discussions regarding easements, offsite improvements and other open-ended items. This task assumes one 1-hour meeting per week for a 3-month design & permitting duration.

B. Easement Coordination - BGE will coordinate with Client's attorney and Client to obtain necessary documentation for recordation of one wastewater easement to be dedicated under separate instrument with the City of Elgin. In addition, BGE will coordinate the easement approval with the City of Elgin. If additional easements or easement vacations are required, these tasks will be performed as additional services.

C. Easement Acquisition. – The Right of Way Services for the Elm Creek Trunk Sewer Project in Elgin, Bastrop County, Texas will be performed by a subconsultant hired by BGE (Dianna Tinkler). The services provided are easement negotiation and appraisal services for one (1) parcel of permanent easement acquisition. The easement negotiations will be in compliance with Chapter 21, Texas Property Code. The scope of services for the right of way negotiator is identified below:

- Prepare monthly status report for parcel acquisition as requested by City
- Contact design engineer via phone or email to provide weekly parcel acquisition updates
- Participate in bi-monthly acquisition status meetings as required by City
- Prepare owner contact list for project
- Primary parcel file for acquisitions will be kept in ROW provider's office
- Maintain parcel file including correspondence and negotiator's log with property owner
- Maintain parcel files with original documentation related to the purchase of the property interest.
- Assist the City with obtaining title commitments for permanent easement acquisitions
- City will require surveyor to update parcel sketches as needed to show encumbrances listed in the title report.
- Assist the City with ordering appraisal reports for each parcel
- Upon receipt of approved field note descriptions from the City, prepare notice of intent to acquire letter to property owner and provide landowners bill of rights by Certified Mail-Return Receipt Requested (CMRRR)
- Analyze preliminary title report to determine potential title problems and propose methods to cure title deficiencies
- Completed appraisals will be administratively reviewed and approved by City
- Prepare initial offer letter, purchase contract, instrument of conveyance

- Written offer, purchase contract, instrument of conveyance, appraisal report, Landowner's Bill of Rights, Information about Brokerage Services and TREC Consumer Notice will be mailed to property owner via CMRRR
- Contact each property owner to meet and discuss the written offer, if practical
- Initiate and receive various phone calls throughout initial offer phase
- Prepare general correspondence to property owner
- Provide property owner questions/concerns with Engineer and City to resolve property owner questions or concerns
- Attend maximum of three (3) meetings with property owner during initial offer phase
- Submit any written counteroffer from property owner to City including supporting documentation, and recommendation with regard to counteroffer
- Secure necessary signed instruments upon acceptance of the offer by property owner for closing
- Provide purchase contract executed by the property owner to City for City's execution
- Assist the City in the curative work necessary to provide clear title to City
- Assist the City in the curative work necessary to provide clear title to City, including lender consents/subordination agreements, Judgments, etc.
- All bank processing fees for lender consent/subordination to easement lien requests are paid by the City or at parcel closing and are not included in this scope of work or fee schedule.
- Prepare check request to City for acquisition costs including but not limited to document preparation fee for lender consents/subordination to easement, lender's processing fee, recording fees, escrow fees, and any other applicable closing costs with supporting documentation provided
- All bank processing fees for lender consent/subordination to easement lien requests are paid by the City or at parcel closing and are not included in this scope of work or fee schedule
- Attend closing with landowner
- Title company will record original instruments immediately after closing at the County Clerk's Office. Recording fees paid by the City.
- Prepare final offer letter, documents of conveyance as necessary and mail via CMRRR
- Attend one (1) meeting with property owner after final offer letter in an attempt to reach agreement in lieu of condemnation
- Assist the City with securing a Possession and Use Agreement if acceptable with property owner
- Provide copies of intent to acquire letter, initial offer letter, final offer letter and purchase contract to City condemnation attorney
- Maintain record of parcel expenses for amounts authorized and paid
- Prepare project close-out summary and scan recorded instruments and closing documents
- Deliver file to City: 1) Closed file, 2) Condemnation file

D. Opinion of Probable Cost – BGE will provide two sealed Engineer's Opinion of Probable Cost (OPC). The OPCs contemplate costs for two sizes of wastewater lines to determine cost-sharing agreements with adjacent developments (the Rhode Tract). The smaller line shall be an 8" diameter, and the larger line's size shall be provided by the City of Elgin.

E. Exhibits & Misc. – BGE will provide exhibits and other engineering services not required for permitting, as requested by Client on an hourly basis.

II. SURVEY

A. Topographic Survey – BGE will generate a topographic grid suitable for producing 1' contours for design purposes. In addition, BGE will survey the adjacent upstream and downstream wastewater manhole flowlines on the Elm Creek Trunk Sewer line.

B. Tree Survey – BGE will locate and identify species of all trees 8" in diameter and larger in compliance with City of Elgin requirements.

C. Boundary Verification – BGE will locate and verify the boundary of the tract's lot line adjacent to the existing wastewater easement. This will serve as the basis for the sketch & field notes.

D. Easement Sketch + Field Notes – BGE will prepare the required sketch and field notes as an exhibit to the new wastewater easement.

E. Misc. Survey – BGE will provide additional legal descriptions and survey work, as requested by Client on an hourly basis.

III. CIVIL ENGINEERING

A. City of Elgin Public Improvement Construction Plan (PICP) Design – BGE will prepare a separate Public Improvement Construction Plan set for this development. The plan set will consist of the following sheets:

A) <u>Cover Sheet</u>
BGE will prepare a cover sheet containing summaries of applicable Project information. All required jurisdictional signatures will be provided on the cover sheet for PICP approval.

B) <u>General Notes Sheet</u>
BGE will prepare a general notes sheet to include all applicable jurisdictional standard notes.

C) <u>Existing Conditions and Demolition Plan</u>
BGE will prepare an existing conditions and demolition plan based on both survey and publicly available data to demonstrating existing site conditions as well as all necessary demolition activities to commence prior to the construction of proposed improvements.

D) <u>Erosion & Sedimentation Control Plan</u>
BGE will prepare an erosion control plan for the project. The plans will show silt fence location, stabilized construction entrance(s), rock berms, tree protection (if applicable), and limits of construction.

E) <u>Tree Preservation Plan</u>
BGE will prepare a tree protection plan sheet for the site, including tree list and restoration plan meeting City of Elgin standards.

F) <u>Wastewater Plan & Profile</u>
BGE will prepare a wastewater plan and profile including sizing of public wastewater lines and horizontal and vertical location information. The wastewater plan will be in accordance with the City of Elgin Code of Ordinances. Wastewater improvements assumes gravity flow to existing Elm Creek Interceptor main at the western side of the project. The City of Elgin will provide the wastewater line size to utilize for design.

G) <u>Site Details</u>
BGE will prepare detail sheets showing the erosion control and wastewater details for site plan construction. When applicable, BGE will utilize City of Elgin details.

B. City of Elgin Public Improvement Construction Plan (PICP) Permitting – BGE will submit the civil engineering plans and related data as prepared in the above tasks as necessary to support the City of Elgin PICP application. BGE will monitor the status, respond to comments provided by City staff, and make revisions to satisfy staff comments in order to obtain approval. BGE will review Staff comments with Client to coordinate responses to either address the comments or meet with required Staff to resolve. This process may take multiple iterations with the City to address and clear comments. The scope and fee are based on two (2) reviews (60% submittal and 100% submittal). Efforts required for additional reviews will be invoiced on an hourly basis or negotiated with Client in advance. All applications, review, filing and other governmental fees will be Client's responsibility for payment. If jurisdictional code changes after Project design has begun, design changes needed to rectify the new code will be billed on an hourly basis.

(this space intentionally left blank)

PROJECT ASSUMPTIONS & GENERAL UNDERSTANDING

The following assumptions and general understanding form the basis of this proposal:

A) Project is in Elgin city limits; Bastrop County; City of Elgin wastewater (CCN #20120);

B) No variances or waivers will be requested from the City of Elgin or other agencies.

C) Project will be processed through the City of Elgin as a PICP in accordance with current applicable intake checklist.

D) A tree survey of trees 8" and greater is required per the City of Elgin PICP checklist.

E) City of Elgin Code of Ordinances will be used for public improvements design.

F) Wastewater service will be provided by the City of Elgin.

G) Lift Stations and/or grinder pumps will not be required for the Project.

H) Client will review plans and provide recommendations.

I) Client will be responsible for payment of all application, review, inspection, permit fees and recording fees including any and all sales taxes on professional services including surveying.

J) Client's consultant (others) shall provide a SWP3 utilizing design information from the engineered E&S and Restoration Plan. Client will be responsible for all NOI fees associated with the Project. Additional phases of E&S plans will be provided on a T&M basis if required by the City of Elgin.

K) Existing as-built information provided by the City will be utilized and relied upon for the preparation of civil engineering plans. Client acknowledges that BGE is not responsible for the accuracy of as-built plans provided by the City or any other governing agency.

L) Client shall provide a geotechnical report to be utilized for design.

M) Revisions to design resulting from modifications prompted by the Client shall be performed as an Additional Service.

INFORMATION PROVIDED BY CLIENT

BGE is reliant on the completeness and accuracy of all information provided by the Client or Client's consultants or representatives. Client shall provide all information requested by BGE during the Project, including but not limited to the following:

- Stormwater Pollution Prevention Plan (SWPPP);
- Geotechnical report;
- Executed copy of this agreement;
- Access to the property (City shall provide right of entry);

- City/BGE will immediately inform Right of Way Service Provider in writing of any changes in the design, policies, procedures, or agreements that would have any impact on the real property being acquired.
- City will provide or approve templates for any documents (i.e. easement, other applicable conveyance documents, purchase contract) signed by landowner and will provide templates for the letter of intent, initial offer letter, and final offer letter or approve the templates provided by the ROW Service Provider prior to beginning of project notice to proceed.
- City will pay for all recording fees at closing of parcel.

EXCLUSIONS

1. Geotechnical engineering including pavement recommendations, materials testing and groundwater remediation of any kind.
2. Structural design of retaining walls, slabs or structures.
3. Dry Utility design such as communications, electrical, and natural gas.
4. Submittal and review fees associated with the Project - If paid by BGE, these fees shall be considered as a reimbursable expense and billed at 1.10x the invoiced amount.
5. Sub-Consultant services unless specified within this proposal. If Sub-Consultants are coordinated and managed by BGE they will be billed at 1.10x the sub-contractor rate.
6. Landscape architecture, land planning, lighting and park design.
7. Engineering services provided in support of variances, exceptions to code or contrary to review comments.
8. Army Corps permitting, drainage studies, or offsite drainage improvements.
9. Phasing of construction plans or submittal of more than one set of construction plans.
10. Utility improvements (loops, mains, etc) required for adjacent development (if any).
11. Abandonment or vacation of any existing easements.

EASEMENT ACQUISITION SUBCONSULTANT ADDITIONAL SERVICES

1. Parcels involving bankruptcy, abstracts of judgment, and foreclosures
2. Changes to the parcel including but not limited to plan changes, splits of the parcel, re- appraisal, plat changes, survey changes, or other changes beyond the control of Right of Way Service Provider.
3. Changes in the scope for right of way services not included in this fee proposal.
4. Revised or updated offer letters as a result of appraisal updates
5. Meetings and testimony preparation for eminent domain proceedings by ROW negotiator
6. Meetings, testimony preparation of appraisal and appraisal review updates for eminent domain proceedings
7. Attendance and testimony at condemnation proceeding by ROW negotiator and/or appraiser
8. Meetings exceeding the maximum of three (3) meetings with the landowner during the initial offer phase.
9. Meetings exceeding the maximum of one (1) meeting with the landowner after the final offer letter

In consideration of the defined scope of services, we have prepared the attached **Attachment A - Fee Summary** to be billed on a lump sum and hourly basis, dependent upon task. This agreement shall be subject to the attached standard **Attachment B – Standard Terms and Conditions**. Lump sum fees do not reflect the amount of any applicable sales tax that may be imposed. Rates for hourly tasks will be billed according to BGE's standard rates for 2025, which are available upon request. Additional services will be submitted for approval on a lump sum basis and will require authorization by the Client prior to commencement of additional services.

We thank you for the opportunity to submit this proposal and look forward to working with you. This letter may be considered a notice to proceed upon authorized signature below and return of one copy to our office. Should you have any questions or comments, please call.

Sincerely,

Thomas Pharr

Thomas Pharr, P.E., C.F.M.
Director, Site Development

Brian D Rice

Brian Rice, P.E.
Director, Public Works

AGREED AND ACCEPTED:

Kaley Frye________________________
Printed Name

____
Signature of Authorization

____
Date

Attachments:

Attachment A – Fee Summary
Attachment B – Standard Terms and Conditions

BGE, INC.

ATTACHMENT A - FEE SUMMARY

Kaley Frye - City of Elgin Wastewater Utility Improvements

I. PRELIMINARY ENGINEERING & SUPPORT	Fee
A. Project Coordination & Meetings	$ 4,000 HR EST
B. Easement Coordination	$ 3,000 HR EST
C. Easement Acquisition	
C.1 Right of Way Negotiator	$13,500 LS
C.2 Appraisal Fee + 10% Administrative Fee	$ 6,050 LS
C.3 Materials and Reimbursements	$ 355 LS
D. Opinion of Probable Construction Cost	$ 3,500 LS
E. Exhibits & Misc.	$ - HR
Subtotal	**$30,405**
II. SURVEY	Fee
A. Topographic Survey	$ 4,300 LS
B. Tree Survey	$ 1,500 LS
C. Boundary Verification	$ 1,700 LS
D. Easement Sketch + Field Notes	$ 1,300 LS
E. Misc. Survey	$ - HR
Subtotal	**$ 8,800**
III. CIVIL ENGINEERING	Fee
A. City of Elgin Public Improvement Construction Plan (PICP) Design	$17,500 LS
B. City of Elgin Public Improvement Construction Plan (PICP) Permitting	$ 6,500 LS
Subtotal	**$24,000**
Total	**$63,205**

Note - Hourly estimate (HR EST) fee amounts do not represent a cost to completion of services.

This proposal shall be valid for 60 days from December 2, 2025 and may be extended upon approval by this office.

Attachment B
Standard Terms and Conditions

Project/Proposal: City of Elgin Wastewater Utility Improvements

Client: City of Elgin Economic Development Corporation

Date: December 2nd, 2025

BY SIGNING THE ATTACHED AGREEMENT, CLIENT AGREES AND ACKNOWLEDGES THAT (1) THESE TERMS AND CONDITIONS ARE MADE PART OF AND INCORPORATED THEREIN BY REFERENCE; (2) THAT THE ATTACHED AGREEMENT AND THESE TERMS AND CONDITIONS SHALL BE COLLECTIVELY REFERRED TO HEREIN AS THE "AGREEMENT"; AND, (3) CLIENT AGREES TO THE FOLLOWING:

A. Basic Agreement and Authorization to Proceed: BGE will provide, or cause to be provided, the Services set forth in this Agreement. If authorized by Client, or if required because of changes in the Project, BGE will furnish services in addition to those set forth above. Execution of this Agreement will be recognized as authorization for BGE to proceed with Services.

B. Payment Procedures:

1. BGE will prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of the date thereof. Payment of the invoice and delivery of such is the sole responsibility of the Client. Payment is effective only on the funding of the payment from the financial institution on which the payment is drawn. Client acknowledges that BGE has no control over and shall not be held responsible for ensuring delivery of the payment. If Client fails to make any payment due BGE for Services and Direct Expenses (as defined herein) within 30 days of BGE's invoice, then the amounts due BGE will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day.
2. Other than the terms contained herein, the Client agrees that the payment to BGE is not subject to any contingency or condition.
3. If Client has a good faith objection to an invoice, it must advise BGE of each objection in writing within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall be deemed due and owing as set forth above. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 30 days of the date of the invoice.
4. If BGE initiates legal proceedings to collect payment and is successful, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost of any time devoted to such proceedings by its employees at standard hourly rates for each applicable billing class at BGE's standard hourly billing rates.

C. Direct Expenses: Direct expenses ("Direct Expenses"), including but not limited to materials, printing, and postage incurred on or directly for the project will be on the basis of actual charges plus ten percent (10%) when provided by commercial sources or on the basis of usual commercial charges when furnished by BGE. Outside technical or professional services and related Direct Expenses if arranged and invoiced through this Agreement will be reimbursed at cost plus ten percent (10%).

D. Additional Services: For additional services of BGE's employees engaged directly on the Project, Client will pay BGE an amount equal to the cumulative hours charged to the Project for the additional services by each class of BGE's employees times standard hourly rates for each applicable billing class; plus Direct Expenses and BGE's consultants' charges, if any. BGE's standard hourly rates are attached as Appendix 1.

E. Successors, Assigns, and Beneficiaries:

1. Client and BGE are hereby bound and the successors, executors, administrators, and legal representatives of Client and BGE (and to the extent permitted the assigns of Client and BGE) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Client nor BGE may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless agreed to by the non-assigning party and specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
3. Unless expressly provided otherwise, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Client or BGE to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and BGE and not for the benefit of any other party. In the event that BGE is not licensed or registered in another jurisdiction to provide services under this Agreement, BGE may assign, with Client's consent, this contract for professional services to an entity qualified to provide professional services in that jurisdiction.

F. Standard of Care: The standard of care for all professional services performed or furnished by BGE under this Agreement will be the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and professional license (if applicable). BGE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ANY SERVICES PROVIDED. Subject to the foregoing standard of care, BGE (or its subconsultants as the case may be) may use or rely upon design elements and information and direction ordinarily or customarily furnished by others, including, but not limited to, the property developer, property owner or potential owner, other project professionals, applicable governmental entities, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

G. Client Supplied Documents and Information: Client warrants that all documentation, data and information provided by Client to BGE for use in performing the services (hereinafter referred to as "Client Documents") hereunder are accurate and may be relied upon by BGE in all respects, and that Client has the right to provide such Client

Documents to BGE. Client agrees and acknowledges that BGE shall have no liability to Client for any damages and/or claims arising out of (1) any errors contained in Client Documents and/or (2) BGE's use and reliance upon the same. Client agrees that BGE shall have no obligation to and will not verify the accuracy of Client Documents.

H. Other Information: BGE will rely upon commonly used sources of data, including third-party database searches and agency contacts (hereinafter referred to as "Sourced Data"). BGE does not warrant the accuracy of the Sourced Data obtained from those sources. BGE has not and/or has not been requested to independently verify the Sourced Data. Client agrees and acknowledges that BGE shall have no liability to Client for any damages and/or claims arising out of (1) any errors contained in Sourced Data and/or (2) BGE's use and reliance upon the same. Client agrees that BGE shall have no obligation to and will not verify the accuracy of Sourced Data.

I. Laboratory Services: In performing services, BGE may request that Client provide independent testing laboratory services. Client agrees that BGE can and/or will rely on the accuracy of the testing laboratory services completed by independent testing laboratories. BGE will not, and Client shall not rely upon BGE to, check the quality or accuracy of the testing laboratory's services.

J. Construction Services:

1. BGE will not at any time select, evaluate, implement, supervise, direct, control, or have authority over any contractor's work, nor will BGE have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the selection, implementation, monitoring and/or evaluation of safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
2. BGE neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
3. BGE will not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except BGE's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those decisions made by BGE.

K. Early Bid Documents: If Client requests submission of early bid documents to contractors for bid purposes prior to completion of construction documents by BGE and other design disciplines, or prior to governmental approvals, Client acknowledges that the potential exists for additional design and construction costs resulting from subsequent revisions, additions, and corrections to BGE construction documents so as to conform to those of other design disciplines and/or governmental agencies.

L. Opinions of Cost: Any opinions or estimates of costs or timing, including but not limited to opinions related to construction and materials are estimates only, and reflect BGE's experience and judgment as a design professional familiar with the industry. Client acknowledges that BGE has no control of the cost of labor, materials, equipment or services furnished by others, methods of determining prices, quantities, or market conditions. BGE cannot and does not guarantee that proposals, bids, or construction costs will not vary from its opinion of cost. If Client requires greater assurance as to any cost, Client shall employ an independent cost estimator. BGE's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

M. Changed Conditions: Client and BGE acknowledge the possibility of occurrences and/or discoveries that were not originally contemplated by and/or known to the BGE and/or Client. Should Client and/or BGE call for contract renegotiation, the party seeking said renegotiation shall identify the changed conditions necessitating renegotiation, and BGE and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement without liability for consequential and/or any other damages.

N. Project Enhancement: If, due to BGE's error and/or omission, any required item and/or component of the Project is omitted from BGE's Documents, BGE shall not be responsible for paying any cost associated with and/or related to adding such item and/or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value and/or betterment to the Project. In no event will BGE and/or BGE Parties be responsible for any cost or expense that provides betterment, upgrade, and/or enhancement of the Project. In such instances in which the cost of installation exceeds such costs had the item and/or component been included in the original plans, BGE's liability in this regard shall be limited to the amount of the increase in cost of installation of the item and/or component.

O. Delays: Although BGE may specify completion date of the work, that date is subject to and shall be extended by delays caused by conditions beyond the control of BGE, including but not limited to, the availability of required materials; acts of or disputes with Client; change orders that expand the scope of the work or cause delay in acquisition of materials; riots, civil commotions, war, insurrections, strikes, lockouts, fire, or other casualty; acts of God; inclement weather which interferes with normal scheduling of the work; failure of Client to make timely decisions; judicial restraint or delays in issuance of governmental approvals, permits or other authorizations. In the event of such delay, BGE shall be entitled to an extension of time for performance and additional compensation.

P. Ownership of Documents: All "design documents", including but not limited to reports, plans, drawings, specifications, estimates, computer files or programs stored electronically, field data, or notes prepared by BGE are exclusive to the Services described in this Agreement and are instruments of service to this project. Upon satisfaction of its obligations hereunder, Client may make and retain copies of design documents for information and reference in connection with use on the project by Client. BGE grants Client a limited license to use the design documents on the Project, subject to receipt by BGE of full payment for all services relating to preparation of the design documents and subject to the following limitations: (1) Client acknowledges that such design documents are not intended or represented to be suitable for use on the project unless completed by BGE, or for any other use or purpose, without written verification or adaptation by BGE; (2) any such use or reuse, or any modification of the design documents, without written verification, completion, or adaptation by BGE, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to BGE or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless BGE and its officers, directors, shareholders, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the design documents without written verification, completion, or adaptation by BGE; and (4) such limited license to Client shall not create any rights in third parties. BGE will be deemed the author of the work product and will retain common law, common statutory, and any other reserved rights. BGE's electronic files and source code developed in the development of application code remain the property of BGE and shall be provided to the Client only if expressly provided for in this Agreement. Notwithstanding the foregoing, work papers, proprietary information, processes, methodologies, know-how, software previously belonging or licensed by BGE ("BGE Data") used by BGE to provide the services and prepare the Design Documents, shall remain the property of BGE. To the extent that the Design Documents contain BGE Data, BGE hereby grants to Client a non-exclusive, non-assignable, royalty-free, irrevocable license to use such BGE Data only in connection with the Project.

Q. Confidentiality: The Client consents to BGE's use of photographs, facts, data, and information of the project obtained by BGE in the performance of services. If information is specifically identified in writing by Client as confidential, BGE will use reasonable care to maintain confidentiality of that material.

R. Limits of Liability:

1. **CONSEQUENTIAL DAMAGES**: **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CLIENT NOR BGE PARTIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, ATTORNEYS, INSURERS, CONTRACTORS AND/OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER AND/OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF AND/OR CONNECTED IN ANY WAY TO THE PROJECT AND/OR TO THIS AGREEMENT. THIS MUTUAL WAIVER OF INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT IS NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF INCOME, LOSS OF REPUTATION, LOSS OF OPPORTUNITY AND/OR ANY OTHER CONSEQUENTIAL DAMAGES THAT EITHER PARTY MAY INCUR FROM ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND/OR BREACH OF STRICT AND/OR IMPLIED WARRANTY. BOTH THE CLIENT AND BGE SHALL REQUIRE SIMILAR WAIVERS OF CONSEQUENTIAL DAMAGES PROTECTING ALL ENTITIES AND/OR PERSONS NAMED HEREIN IN ALL CONTRACTS AND/OR SUBCONTRACTS WITH OTHERS INVOLVED IN AND/OR RELATED TO THIS PROJECT**, and

2. To the fullest extent permitted by law, Client and BGE agree that BGE's total liability to Client under this Agreement will be limited to the total amount of compensation received by BGE under this Agreement.

S. Suspension, Termination, Cancellation Or Abandonment: In the event the project described in the Scope of Services, and/or the services of BGE called for under this Agreement, is/are suspended, cancelled, terminated and/or abandoned by the Client for the Client's convenience, BGE shall be given fourteen (14) days prior written notice of such action and shall be compensated for the Professional Services and reimbursable expenses provided up through and including the date of suspension, termination, cancellation or abandonment plus anticipated profit on those Professional Services expected to have been performed, based upon those Services that would have been performed based upon the Scope of Services, by BGE. In the event either Client and/or BGE seeks to terminate the Agreement based on the alleged and/or actual material breach of this Agreement, the party seeking to terminate the Agreement shall give written notice of the alleged breach and that party shall have ten (10) days after receipt of the written notice to cure the alleged breach. If the alleged breach has not been cured within that ten (10) day cure period and the breaching party has not made reasonable and diligent efforts to correct the breach, then the party claiming breach may terminate the Agreement for cause. If the Client terminates the Agreement for cause, then BGE shall be compensated for all Professional Services performed prior to termination plus reimbursable expenses. In the event BGE terminates this Agreement for cause, Client waives any and all claims or causes of action against BGE relating to BGE's services under this Agreement.

T. Insurance: BGE shall, at all times, carry Worker's Compensation Insurance as required by statue; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Each policy shall have a limit of liability of not less than $1 million. Client shall be identified as an addition insured on BGE's commercial general liability policy and automobile liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require and verify that BGE is named as an additional insured on any insurance coverages provided by contractors, to the extent permitted by law, on the project.

U. No Third-Party Beneficiaries: Nothing herein shall be construed as nor do BGE and/or Client intend to give any rights or benefits hereunder to anyone other than Client and BGE. Client and BGE agree that neither BGE nor Client are creating and/or intend to create any third-party beneficiaries to this Agreement.

V. Dispute Resolution: Client and BGE agree to negotiate each dispute between them in good faith during the thirty (30) days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. The completion of mediation shall be a condition precedent to further exercise of any rights at law to resolve the dispute. If mediation is unsuccessful, then the parties may exercise their rights at law.

W. Entire Agreement: This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and BGE and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If there is a conflict between these Terms and Conditions and any other attachments or exhibits to this Agreement, these Terms and Conditions control.

X. Governing Law and Venue: Any claim or dispute arising out of or related to this Agreement for a Texas project will be decided by litigation where the project is located, or if the project is not in Texas, by arbitration under the Federal Arbitration Act in Tarrant County, Texas. Any dispute will be governed by Texas Law, regardless of conflict of law principles.

Y. Miscellaneous Provisions:

1. Notices: Any notice required under this Agreement will be in writing to the following: (1) the Project Manager for the Project to which this Agreement applies; and, (2) addressed to BGE, Inc., 10777 Westheimer, Suite 400, Houston, Texas 77042, Attention: Chief Legal Officer; each shall be given personally, by registered or certified mail postage prepaid, or by commercial courier service; and effective upon the date of receipt by the Project Manager.

2. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

3. Severability: If any provision or part of this Agreement is held to be void or unenforceable, all remaining provisions will continue to be valid and binding.

4. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision; nor shall if affect the enforceability of that provision or of the remainder of this Agreement.

5. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion.