AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 5, 2017
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **INVOCATION**

IV. **PLEDGE OF ALLEGIANCE**

Recess REGULAR MEETING and call to order PUBLIC HEARING

V. **PUBLIC HEARING**

1. A Public Hearing on the proposed contract renewal with Republic Services for curbside collection of household trash, recyclables, and bulk trash; including proposed residential service changes in (a) Recycling (*from current every week collection to every other week with larger cart*) and (b) Bulk Trash (*from the current service of twice (2) per month to quarterly service or four (4) times per year*)

2. Public Hearing on proposed zoning change request submitted by Carlson, Brigance and Doering, Inc. for Betty & Travis Lundgren and Don & Julie Lundgren, owners of the properties located in ABS 518, SUR 65 Martin H, Acres 60.259, Parcel No. 877318 and in ABS 518, SUR 65 Martin H, Acres 60.259, Parcel No. 358740, 14300 County Line Road, City of Elgin, County of Travis, Texas, to change the special conditions portion of their zoning from 52% to 30% of the lots in each final plat must be lots within an area of not less than 7,500 square feet, and each of these lots shall have a minimum lot width of sixty feet (60') at the front building line, and such lot shall abut a street for a distance of not less than thirty-five feet (35').

Close PUBLIC HEARING and Reconvene REGULAR MEETING

VI. **PUBLIC COMMENT**

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will 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. 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 submission of a "PUBLIC COMMENT FORM". Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

VII. PRESENTATIONS

1. Presentation of Certificate of Election to Daniel Lopez, Council Member Ward 3.
2. A Proclamation recognizing January 21-27, 2018 as City of Elgin School Choice Week

VIII. CITY MANAGER'S REPORT

1. Monthly Departmental Activity Reports - October
2. General Activity Report and Project Update

IX. CONSENT AGENDA

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items unless a council member removes an item from the Consent Agenda and places it on the New Business section for Discussion and action.

1. City Council Regular Meeting Minutes - November-14-2017
2. City Council Special Meeting Minutes - November 20, 2017
3. Consideration of a Letter of Agreement with Jose Gonzales and Maria Lopez Gonzales regarding the acquisition of additional ROW Sidewalk easement in support of the FM1100 Sidewalk Project.
4. (Second Reading) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF $25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR ALLAN TOLBERT'S 30 N. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

X. UNFINISHED BUSINESS

None

XI. NEW BUSINESS

1. Authorize the City Manager to award the Lee Dildy and Roy Rivers Boulevard Extension Project to the selected contractor, Patin Construction LLC, in the amount of $2,829,915.50, and authorize the City Manager to approve change orders up to 25% of the contract.
2. Consideration of and possible action related to an Engagement Letter with McCall, Parkhurst & Horton L.L.P. for bond counsel services.
3. A RESOLUTION OF THE CITY OF ELGIN AMENDING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BASTROP COUNTY COMMISSIONERS COURT AND OTHER RELATED MATTERS REGARDING TAX INCREMENT REINVESTMENT ZONE NUMBER ONE.
4. A MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM.

5. A FIRST SUPPLEMENTAL ORDINANCE TO THE MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM
6. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO ZONE AS R-3 SINGLE FAMILY DWELLING, WITH SPECIAL CONDITIONS, THE PROPERTY BEING OUT OF THE HENRY MARTIN SURVEY NO. 65, A-518, CITY OF ELGIN, TRAVIS COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.
7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS NOMINATING A PERSON TO SERVE ON THE BOARD OF THE TRAVIS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR RELATED MATTERS
8. A RESOLUTION OF THE CITY OF ELGIN SUSPENDING THE RATE INCREASE EFFECTIVE DATE OF CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS SOUTH TEXAS DIVISION REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE CENTERPOINT SOUTH TEXAS SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN GUD NO. 10669 AT THE RAILROAD COMMISSION; AUTHORIZING LEGAL REPRESENTATION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

XII. **EXECUTIVE SESSION**

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

Recess the Regular Council meeting and call to order Executive Session in a closed session.

1. Adjourn into Executive Session pursuant to (1) Section § 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations: to deliberate the offer of a financial or other incentive to a business prospect; and (2) Section §551.074 of the Texas Government Code, Deliberation Regarding Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Chief of Police and/or Director of Finance; and the annual performance evaluation of the City Manager

Adjourn Executive Session and call public back in to Reconvene Regular Council meeting.

RECONVENE

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

1. Discussion and action, if any, in regard to the City Manager's annual performance review.

XIV. **ANNOUNCEMENTS**

XV. **ADJOURNMENT**

NOTICE

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) 281-5724. Please provide forty-eight hours notice when feasible.

I, Amelia Sanchez, 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 December 1, 2017 in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez

Amelia Sanchez, City Secretary

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:

A Public Hearing on the proposed contract renewal with Republic Services for curbside collection of household trash, recyclables, and bulk trash; including proposed residential service changes in (a) Recycling (*from current every week collection to every other week with larger cart*) and (b) Bulk Trash (*from the current service of twice (2) per month to quarterly service or four (4) times per year*)

DEPARTMENT: Administration

PROPOSED ACTION:

No action proposed or recommended by City Council; This item is for the purpose of receiving comments from the general public regarding the proposed contract renewal with Republic Services for curbside collection of household trash, recyclables; and, in particular, the proposed change in bulk trash collection services from the current service of twice (2) per month to quarterly service or four (4) times per year

BACKGROUND:

Discussed at previous meetings; This item is for further deliberations regarding the proposed continuation of solid waste and recycling collection by the City's current service provider, Republic Services. In October, an ad hoc committee of Councilmembers met with the staff at the request of the City Manager to provide feedback and guidance on this issue. As a result of that meeting, staff and committee agreed on certain recommendations to Council regarding the continuation of a working relationship with Republic . The Council as a whole then reviewed this recommendation at its November Regular Meeting, and ultimately gave tentative/preliminary approval to the basic terms of a contract renewal with certain changes in current service levels. However, it is the expressed desire of Council to allow for comments or feedback from the general public before proceeding with a new contract - particularly as it relates to two potential service changes: (1) Curbside collection of recyclables (*new contract would replace existing collection 'tubs' with 96-gallon carts and collection days for recycling would then be* <u>*every other weeek*</u>*, instead of the current every week)* and (2) Bulk Trash collection (*new contract would change bulk trash collection to a quarterly service or four (4) times per year vs. the current service of twice per month or twenty-four (24) times per year*). For additional details on this item, the staff report provided to the ad hoc committee is included with the meeting packet.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive comments from the general public regarding as to the proposed contract renewal with Republic Services for curbside collection of household trash, recyclables, and bulk trash

ATTACHMENTS:

<u>Report</u>

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

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

Memorandum

Date: October 12, 2017

To: Mayor and City Council Committee

Subject: Republic Contract Renewal and/or Extension Proposal

Attached hereto is a copy of the financial analysis completed by the staff as it relates to the contract extension/renewal as proposed by Republic Services for collection of trash and recycling.

Republic has proposed four (4) basic scenarios ("Options") and related fees for such services. While each scenario represents some changes in service levels (and fee increase) over what Elgin residents now receive, the primary difference between each Option relates to residential curbside bulk trash collection – and what service level the City will provide in that regard in the future.

The packet includes (1) Analysis of the various "Options" as proposed, (2) rate comparison with neighboring;/area cities, and (3) a copy of the actual proposal from Republic.

Although we will be reviewing this information in detail at Monday's meeting, following is a "glossary" of some of the less-obvious terms utilized in the option analysis:

- *Annual Fixed Rate Increase* – Republic has proposed a fixed rate increase of 2% every year of the seven-year agreement (while not unreasonable, this is something that is not in the current agreement).
- *Projected Annual City Growth Rate* – Republic assumes 2% annual growth in population/homes in its proposed new rate structure.
- *Aggregate Rate Increase over Life of Contract* – Total increased dollar amount that will be paid by Elgin citizens/customers by the final year of the agreement vs. what they are now paying now.
- *Average Annual Gross Revenue Increase for Republic* – Per year average new dollars that will be paid to Republic each year, over the 7-year period of the proposed agreement.
- *Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract* – Total increased dollar amount that will be paid to Republic in the final year of the agreement vs. what they are now paid per year.
- *Accumulative New Gross Revenue for Republic over the Life of Contract* – Grand total all new revenue for Republic over the 7-year period of the proposed agreement vs. what they are now paid per year.

Let me know if you have any initial questions – otherwise we will discuss this further Monday night.

Thomas L. Mattis
City Manager

OPTION 1

Maintain existing service levels for residential curbside trash collection; Increase Commercial Rates by 15%; Increase Industrial Rates by 10%

Service Enhancements: **Replace curbside recycling containers/tubs with a 96-gallon cart**

Service Reductions: **Reduce residential curbside collection of recyclables from every week to every *other* week**

Bulk Trash Collection: **Continuation of existing service - residential curbside collection of bulk trash twice (2) per month**

Annual Fixed Rate Increase: **2%**

Proposed Contract Term: **Seven (7) Years**

Projected Annual City Growth Rate: **2%**

ANNUAL RATE INCREASE (2%)

	CURRENT RATE	--PROPOSED INCREASE-- $	PCT	NEW RATE	MONTHLY CUSTOMERS	EST. REPUBLIC NEW GROSS INCOME MONTH	ANNUAL	PRIOR YR
Current	$ 13.27	$ -	0.0%	$ 13.27	2,769	$ 36,745	$ 440,936	$ -
FY2017-18	$ 13.27	$ 4.48	33.8%	$ 17.75	2,824	$ 50,133	$ 601,593	$ 160,657
FY2018-19	$ 17.75	$ 0.36	2.0%	$ 18.11	2,881	$ 52,158	$ 625,897	$ 24,304
FY2019-20	$ 18.11	$ 0.36	2.0%	$ 18.47	2,938	$ 54,265	$ 651,184	$ 25,286
FY2020-21	$ 18.47	$ 0.37	2.0%	$ 18.84	2,997	$ 56,458	$ 677,491	$ 26,308
FY2021-22	$ 18.84	$ 0.38	2.0%	$ 19.21	3,057	$ 58,739	$ 704,862	$ 27,371
FY2022-23	$ 19.21	$ 0.38	2.0%	$ 19.60	3,118	$ 61,112	$ 733,338	$ 28,476
FY2023-24	$ 19.60	$ 0.39	2.0%	$ 19.99	3,181	$ 63,580	$ 762,965	$ 29,627

Aggregate Rate Increase over Life of Contract **$ 6.72 50.6%**

Average Annual Gross Revenue Increase for Republic **$ 46,004**

Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract **$ 322,030 73.0%**

Accumulative New Gross Revenue for Republic over the Life of Contract **$ 1,670,782**

OPTION 2

Maintain existing service levels for residential curbside trash collection; Increase Commercial Rates by 15%; Increase Industrial Rates by 10%

Service Enhancements: **Replace curbside recycling containers/tubs with a 96-gallon cart**

Service Reductions: **Reduce residential curbside collection of recyclables from every week to every *other* week**

Bulk Trash Collection: **Limited to quarterly service - four (4) collections dates per year vs. current service of twice per month/twenty-four (24) collection dates per year**

Annual Fixed Rate Increase: **2%**

Proposed Contract Term: **Seven (7) Years**

Projected Annual City Growth Rate: **2%**

ANNUAL RATE INCREASE (2%)

	CURRENT RATE	--PROPOSED INCREASE-- $	PCT	NEW RATE	MONTHLY CUSTOMERS	EST. REPUBLIC NEW GROSS INCOME MONTH	ANNUAL	PRIOR YR
Current	$ 13.27	$ -	0.0%	$ 13.27	2,769	$ 36,745	$ 440,936	$ -
FY2017-18	$ 13.27	$ 2.98	22.5%	$ 16.25	2,824	$ 45,896	$ 550,754	$ 109,819
FY2018-19	$ 16.25	$ 0.32	2.0%	$ 16.58	2,881	$ 47,750	$ 573,005	$ 22,250
FY2019-20	$ 16.58	$ 0.33	2.0%	$ 16.91	2,938	$ 49,679	$ 596,154	$ 23,149
FY2020-21	$ 16.91	$ 0.34	2.0%	$ 17.24	2,997	$ 51,687	$ 620,239	$ 24,085
FY2021-22	$ 17.24	$ 0.34	2.0%	$ 17.59	3,057	$ 53,775	$ 645,296	$ 25,058
FY2022-23	$ 17.59	$ 0.35	2.0%	$ 17.94	3,118	$ 55,947	$ 671,366	$ 26,070
FY2023-24	$ 17.94	$ 0.36	2.0%	$ 18.30	3,181	$ 58,207	$ 698,489	$ 27,123

Aggregate Rate Increase over Life of Contract **$ 5.03 37.9%**

Average Annual Gross Revenue Increase for Republic **$ 36,793**

Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract **$ 257,554 58.4%**

Accumulative New Gross Revenue for Republic over the Life of Contract **$ 1,268,754**

OPTION 3

Maintain existing service levels for residential curbside trash collection; Increase Commercial Rates by 15%; Increase Industrial Rates by 10%

Service Enhancements: **Replace curbside recycling containers/tubs with a 96-gallon cart**

Service Reductions: **Reduce residential curbside collection of recyclables from every week to every *other* week**

Bulk Trash Collection: **Limited to bi-annual service - two (2) collections dates per year vs. current service of twice per month/twenty-four (24) collection dates per year**

Annual Fixed Rate Increase: **2%**

Proposed Contract Term: **Seven (7) Years**

Projected Annual City Growth Rate: **2%**

ANNUAL RATE INCREASE (2%)

	CURRENT RATE	--PROPOSED INCREASE-- $	PCT	NEW RATE	MONTHLY CUSTOMERS	EST. REPUBLIC NEW GROSS INCOME MONTH	ANNUAL	PRIOR YR
Current	$ 13.27	$ -	0.0%	$ 13.27	2,769	$ 36,745	$ 440,936	$ -
FY2017-18	$ 13.27	$ 2.48	18.7%	$ 15.75	2,824	$ 44,484	$ 533,808	$ 92,872
FY2018-19	$ 15.75	$ 0.32	2.0%	$ 16.07	2,881	$ 46,281	$ 555,374	$ 21,566
FY2019-20	$ 16.07	$ 0.32	2.0%	$ 16.39	2,938	$ 48,151	$ 577,811	$ 22,437
FY2020-21	$ 16.39	$ 0.33	2.0%	$ 16.71	2,997	$ 50,096	$ 601,154	$ 23,344
FY2021-22	$ 16.71	$ 0.33	2.0%	$ 17.05	3,057	$ 52,120	$ 625,441	$ 24,287
FY2022-23	$ 17.05	$ 0.34	2.0%	$ 17.39	3,118	$ 54,226	$ 650,709	$ 25,268
FY2023-24	$ 17.39	$ 0.35	2.0%	$ 17.74	3,181	$ 56,416	$ 676,997	$ 26,289

Aggregate Rate Increase over Life of Contract **$ 4.47 33.7%**

Average Annual Gross Revenue Increase for Republic **$ 33,723**

Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract **$ 236,062 53.5%**

Accumulative New Gross Revenue for Republic over the Life of Contract **$ 1,134,745**

OPTION 4

Maintain existing service levels for residential curbside trash collection; Increase Commercial Rates by 15%; Increase Industrial Rates by 10%

Service Enhancements: **Replace curbside recycling containers/tubs with a 96-gallon cart**

Service Reductions: **Reduce residential curbside collection of recyclables from every week to every *other* week**

Bulk Trash Collection: **Service eliminated and discontinued**

Annual Fixed Rate Increase: **2%**

Proposed Contract Term: **Seven (7) Years**

Projected Annual City Growth Rate: **2%**

ANNUAL RATE INCREASE (2%)

	CURRENT RATE	--PROPOSED INCREASE-- $	PCT	NEW RATE	MONTHLY CUSTOMERS	EST. REPUBLIC NEW GROSS INCOME MONTH	ANNUAL	PRIOR YR
Current	$ 13.27	$ -	0.0%	$ 13.27	2,769	$ 36,745	$ 440,936	$ -
FY2017-18	$ 13.27	$ 0.48	3.6%	$ 13.75	2,824	$ 38,835	$ 466,023	$ 25,087
FY2018-19	$ 13.75	$ 0.28	2.0%	$ 14.03	2,881	$ 40,404	$ 484,850	$ 18,827
FY2019-20	$ 14.03	$ 0.28	2.0%	$ 14.31	2,938	$ 42,036	$ 504,438	$ 19,588
FY2020-21	$ 14.31	$ 0.29	2.0%	$ 14.59	2,997	$ 43,735	$ 524,817	$ 20,379
FY2021-22	$ 14.59	$ 0.29	2.0%	$ 14.88	3,057	$ 45,502	$ 546,020	$ 21,203
FY2022-23	$ 14.88	$ 0.30	2.0%	$ 15.18	3,118	$ 47,340	$ 568,079	$ 22,059
FY2023-24	$ 15.18	$ 0.30	2.0%	$ 15.48	3,181	$ 49,252	$ 591,029	$ 22,950

Aggregate Rate Increase over Life of Contract **$ 2.21 16.7%**

Average Annual Gross Revenue Increase for Republic **$ 21,442**

Aggregate Annual Gross Revenue Increase for Republic over the Life of Contract **$ 150,094 34.0%**

Accumulative New Gross Revenue for Republic over the Life of Contract **$ 598,707**

AREA RATE COMPARISON - RESIDENTIAL CURBSIDE TRASH and RECYCLING COLLECTION

CITY	CURBSIDE RESIDENTIAL TRASH COLLECTION	CURBSIDE RESIDENTIAL RECYCLING COLLECTION	CURBSIDE BULK TRASH COLLECTION	MONTHLY PER HOME FEE	SERVICE PROVIDER	CONTRACT TERM	AUTOMATIC FEE INCREASE	FRANCHISE FEE
Current Elgin	Weekly	Every week	Twice (2) per *month*	$ 13.27	Republic Services	5 years	None	10%
Opton 1 Elgin	Weekly	Every other week	Twice (2) per *month*	$ 17.75	Republic Services	7 years	2%	10%
Bastrop	Weekly	Every other week	Every week	$ 15.32	Waste Connections	7 years	5%	5%
Pflugerville	Weekly	Every other week	Weekly/limited	$ 15.90	Waste Connections	5 yrs + 3	Variable	None
Cedar Park	Weekly	Every other week	Weekly/limited	$ 15.57	Central Texas Refuse	n/a	n/a	n/a
LaGrange	Weekly	Every other week	Four (4) per *year*	$ 18.83	Republic Services	7 years	3%	n/a
Elgin-*Option 2*	Weekly	Every other week	Four (4) per *year*	$ 16.25	Republic Services	7 years	2%	10%
Austin	Weekly	Every other week	Twice (2) per *year*	$ 42.85	City of Austin	n/a	n/a	n/a
Giddings	Weekly	Every other week	Twice (2) per *year*	$ 19.35	Texas Disposal Services	5 yrs + 5	Yes	None
Georgetown	Weekly	Every other week	Twice (2) per *year*	$ 17.83	Texas Disposal Services	n/a	n/a	10%
Elgin-*Option 3*	Weekly	Every other week	Twice (2) per *year*	$ 15.75	Republic Services	7 years	2%	10%
Manor	Weekly	Every other week	Twice (2) per *year*	$ 14.46	Republic Services	n/a	n/a	n/a
Kyle	Weekly	Every other week	Once (1) per *year*	$ 19.63	Texas Disposal Services	10 years	Yes/various	10%
Leander	Weekly	Every other week	Fee based	$ 16.66	Clawson Disposal	5 years	n/a	10%
Round Rock	Weekly	Every other week	Fee based	$ 17.61	Round Rock Refuse	n/a	n/a	n/a
Elgin-*Option 4*	Weekly	Every other week	No service	$ 13.75	Republic Services	7 years	2%	10%

October 3, 2017

Mr. Tom Mattis
City of Elgin
310 Main St.
Elgin, TX 78621

RE: Municipal Solid Waste Contract Extension

Dear Tom,

I am following up with you in response to our meeting last week regarding the extension of our current waste services contract. I know your time is valuable and appreciate all the insight and effort that you have provided. This letter is a brief recap of our meeting and the changes we are proposing. We are seeking a 7 year contract extension with 3 -1 year extensions. Under this extension, the following changes will take effect.

Currently, the residents are provided weekly 18 gal. recycle service at their residence. Under our new proposal, Republic Services will provide brand new 95 gallon recycle containers to each resident. With the increased capacity of the recycling container, the service level would change from weekly service to every other week.

Along with improving the recycling service, Republic Services would also like to address bulk pickup options as well. The current bulk pickup method of collecting from each customer city-wide, twice per month is both outdated and cost prohibitive. Under our new proposed extension, Republic Services is providing pricing for the following bulk options: 2 X bulk pickups per month, Quarterly bulk pickup, semi-annual bulk pickup or complete elimination of the bulk pickup option. Pricing has been factored to sweep the entire city, every street, every home, for any of the 3 bulk options to ensure complete coverage of the city.

Any bulk service needs that arise from storms or natural disasters will be handled separately from the proposed bulk service schedule. Republic Services and the City of Elgin will work together during the contract negotiation phase of the renewal to solidify the language and service expectations for both bulk pickup and storm disaster cleanup.

To summarize, Republic Services proposes these levels of service:

1 X week trash
EOW recycle
The Senior rate as is for each scenario.
A 2% fixed rate adjustment is charged annually beginning in year 2.
Only bulk is changing in each option.

Service	Regular Rate
2 bulk per month - 24 total	$ 17.75
4 bulk per year	$ 16.25
2 bulk per year	$ 15.75
No bulk	$ 13.75

I have also included a quick rundown of the local market and the varying degrees of prices and services offered for your review.

2017 Trash Rates			
City	**Service**	**Price**	**Provider**
Elgin	1x weekly trash, every other week recycle, 2x month bulk	$13.27	Republic Services
Bastrop	1x weekly trash, every other week recycle, 2x month bulk	$15.32	Waste Connections
Manor	1x weekly trash, every other week recycle, 2x year bulk	$14.46	Republic Services
LaGrange	1x weekly trash, every other week recycle, 4x year bulk	$18.83	Republic Services
Giddings	1x weekly trash, every other week recycle, 4x year bulk	$19.35	TDS
Pflugerville	1x weekly trash, every other week recycle, up to 6 items per service day	$15.28	Waste Connections
Georgetown	1x weekly trash, every other week recycle, 2x per year	$17.83	TDS
Round Rock	1x weekly trash, every other week recycle, up to 7 items under 40 lbs., per service day	$17.61	Round Rock Refuse
Cedar Park	1x weekly trash, every other week recycle, up to 7 items per service day	$15.66	Central Texas Refuse
City of Austin	1x weekly trash, every other week recycle, 2x year bulk	$42.85	City of Austin
Kyle	1x weekly trash, every other week recycle, 1x per year	$19.63	TDS
Leander	1x weekly trash, every other week recycle, city to provide rolloff containers for bulk drop off	$16.66	Clawson Disposal

In summary, Republic Services is appreciative for the long term partnership that we have developed with the residents and City of Elgin. On behalf of 36,000 employee's companywide and the dozens of local staff in the Austin hauling facility, I want to thank you and the city for your loyalty and friendship and look forward to continuing to expand our relationship.

Warm regards,

Modesto Dominguez
General Manager

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
Public Hearing on proposed zoning change request submitted by Carlson, Brigance and Doering, Inc. for Betty & Travis Lundgren and Don & Julie Lundgren, owners of the properties located in ABS 518, SUR 65 Martin H, Acres 60.259, Parcel No. 877318 and in ABS 518, SUR 65 Martin H, Acres 60.259, Parcel No. 358740, 14300 County Line Road, City of Elgin, County of Travis, Texas, to change the special conditions portion of their zoning from 52% to 30% of the lots in each final plat must be lots within an area of not less than 7,500 square feet, and each of these lots shall have a minimum lot width of sixty feet (60') at the front building line, and such lot shall abut a street for a distance of not less than thirty-five feet (35').

DEPARTMENT: Administration

PROPOSED ACTION:
Hear public input on proposed zoning change.

BACKGROUND:
The Planning and Zoning Commission held the first public hearing on this proposed zoning change on Thursday, November 30th. This is the second of the two required public hearings.

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

RECOMMENDATION:

ATTACHMENTS:

November 30, 2017 P & Z Agenda

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

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

AGENDA
ELGIN PLANNING AND ZONING COMMISSION
PUBLIC HEARING/SPECIAL MEETING
THURSDAY, NOVEMBER 30, 2017, 6:30 P.M.
CITY HALL ANNEX COUNCIL CHAMBERS
310 NORTH MAIN STREET

CALL TO ORDER

PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda. Speaker comments are limited to three (3) minutes. No formal action can be taken on items not posted on the agenda. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Commission Member, member of Staff, other individual or group.

CONSENT
1. Approval of minutes, September 28, 2017.

UNFINISHED BUSINESS
1. NONE.

NEW BUSINESS

1. REVIEW AND TAKE ACTION ON A CONCEPTUAL PLAN SUBMITTED BY LANDMARK ENGINEERING, INC. FOR MARIO A. CANO, THE OWNER OF THE PROPERTY LOCATED IN ABS 345, SUR 53 HINES W, ACR. 10.0, CITY OF ELGIN EXTRA-TERRITORIAL JURISDICTION, COUNTY OF TRAVIS, TEXAS, TO DIVIDE HIS PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "CANO SUBDIVISION". ITEM WITHDRAWN

2. REVIEW AND TAKE ACTION ON A PRELIMINARY PLAT SUBMITTED BY LANDMARK ENGINEERING, INC. FOR MARIO A. CANO, THE OWNER OF THE PROPERTY LOCATED IN ABS 345, SUR 53 HINES W, ACR. 10.0, CITY OF ELGIN EXTRA-TERRITORIAL JURISDICTION, COUNTY OF TRAVIS, TEXAS, TO DIVIDE HIS PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "CANO SUBDIVISION". ITEM WITHDRAWN

3. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC., FOR BETTY AND TRAVIS LUNDGREN AND DON AN JULIE LUNDGREN, OWNERS OF THE PROPERTIES LOCATED IN ABS 518, SUR 65 MARTIN H ACRES 60.259, PARCEL NO. 877318, AND IN ABS 518, SUR 65 MARTIN H, ACRES 60.259, PARCEL NO. 358740, 14300 COUNTY LINE ROAD, CITY OF ELGIN, COUNTY OF TRAVIS, TEXAS, TO CHANGE THE SPECIAL CONDITIONS PORTION OF THEIR ZONING FROM 52% TO 30% OF THE LOTS IN EACH FINAL PLAT MUST BE WITHIN AN AREA OF NOT LESS THAN 7,500 SQUARE FEET, AND EACH OF THESE LOTS SHALL HAVE A MINIMUM LOT WIDTH OF SIXTY FEET (60') AT THE FRONT BUILDING LINE, AND SUCH LOT SHALL ABUT A STREET FOR A DISTANCE OF NOT LESS THAN THIRTY-FIVE FEET (35').

4. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., THE OWNER OF THE PROPERTY LOCATED IN ABS A59 ELIZABETH STANDIFER, TRACT 1 FR AND IN A 18 JONATHAN BURLESON, BEING APPROXIMATELY 22.284 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO DIVIDE THE PROPERTY INTO EIGHTY-NINE (89) LOTS TO BE KNOWN AS "SARATOGA FARMS SUBDIVISION SECTION 6". ITEM WITHDRAWN

5. REVIEW AND TAKE ACTION ON A PRLIMINARY PLAT SUBMITTED BY TRC SOULUTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO PLAT THE PROPERTY TO BE KNOWN AS "ELGIN BUSINESS PARK II".

6. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY TRC SOULTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO PLAT THE PROPERTY TO BE KNOWN AS "ELGIN BUSINESS PARK II".

EXECUTIVE SESSION
The board may 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.

RECONVENE
The board returns to open session for possible discussion and action as a result of the Executive Session.

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

I, Gary N. Cooke, Director Planning & Development 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 the 9th of November, 2017 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code. The Elgin City Council will hold a public hearing on item #3 on Tuesday, December 5, 2017 at 7:00 pm in the City Hall Annex Council Chambers.

Gary N. Cooke, Director Planning & Development

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) 281-5724. Please provide forty-eight hours notice when feasible.

Para informacion en espanol favor de llamar 512-281-0119. Servicios de traduccion disponible en la reunion.

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
Presentation of Certificate of Election to Daniel Lopez, Council Member Ward 3.

DEPARTMENT: Administration

PROPOSED ACTION:
No Council action requested or recommended; This item is for a ceremonial presentation of the Certificate of Election to Daniel Lopez.

BACKGROUND:
Daniel Lopez was elected to Ward 3 on the Special Election held on November 7, 2017.

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

RECOMMENDATION:
N/A

ATTACHMENTS:

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○ **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 Proclamation recognizing January 21-27, 2018 as City of Elgin School Choice Week

DEPARTMENT: Administration

PROPOSED ACTION:
Presentation

BACKGROUND:
N/A

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

RECOMMENDATION:
N/A

ATTACHMENTS:
Proclamation

○ **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.**
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PROCLAMATION

CITY OF ELGIN SCHOOL CHOICE WEEK

WHEREAS, all children in the City of Elgin should have access to the highest quality education possible; and,

WHEREAS, the City of Elgin recognizes the important role that an effective education plays in preparing all students in the City of Elgin to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of the City of Elgin; and,

WHEREAS, the City of Elgin is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, the City of Elgin has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, I, Chris Cannon, Mayor of the City of Elgin, do here by recognize January 21-27, 2018 as City of Elgin School Choice Week, and I call this observance to the attention of all our citizens.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Elgin, Texas to be affixed this 5th day of December 2017.

_____

Chris Cannon, Mayor
City of Elgin, Texas

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
Monthly Departmental Activity Reports - October

DEPARTMENT: Administration

PROPOSED ACTION:
Departmental reports are informational only for City Council and no action is required.

BACKGROUND:
Routine monthly reports.

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

RECOMMENDATION:
No action is required.

ATTACHMENTS:
Parks Report - October
Public Works Report -October
Utility Billing
Municipal Court - October
Main Street Report - October
Community Development Report - October
Wastewater Report - October
PD Summary Letter
PD Monthly Report - October

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Michael Gonzalez
Parks and Recreation Director
mgonzalez@ci.elgin.tx.us 512-285-6190

October 2017 Parks Report.

Maintenance Report:
Recently the Parks Crew attended the Central Region of Texas Recreation and Park Society Maintenance Rodeo. The Maintenance Rodeo is a competition among other parks departments where the workers complete in different park maintenance events. Orlando Rodriguez represented Elgin in the riding mower obstacle course, Tommy Gonzalez competed in the Truck and Trailer backing course and Ashlie Bryant took third place out of 20 competitors in Plant and weed identification. It was great to see the crew participating in the events and to talk with other departments in the area and share knowledge about the industry.

Programs Report: -Patrick Nicks
Movies in the park (Casper): We had around 75 people come out for the movie in the park. We had some technical difficulties with the movie playing however kids enjoyed the ghost crafting for this event. (Nightmare before Christmas): We had roughly 100 people come out for this movie in the park. Everything went smoothly, and kids loved the craft. Hogeye: For this festival, Gary T. and I worked together to build a giant Adirondack chair to help attract customers to the cow patty bingo area. The chair was a huge hit and we plan to use the chair in the future. We also set up a cow patty lounge to show case the parks department. The lounge ended up being a flop due to the high winds that day. In the future, I only want to use the chair to help showcase the parks dept. Safe Trick or Treat Trail: The event was going to be cancelled due the rain, however the Elgin Volunteer Fire Dept graciously invited us to hold the event at their location. This turned out to work better considering the weather. Families were able to go back and forth between the Fire Dept and the Baptist church for the Halloween functions. In the future I would try to hold the event at the new Elgin Rec Center in the gym area and attempt to hold a haunted house as well.

Elgin Recreation Center update
The recreation Center project in on schedule and on budget. Framing is complete, and the contractor is moving on to exterior finishes and installing the roof.

Goals for <u>November 2017</u>

- Help coordinate the veterans appreciation parade, Set up Christmas lights

Park Activity Summary	September 2017
Facility	Number of uses
Park/ Pavilion Rental	13
Ball Field Rental	16
Fleming Community Center	38
Deposits	$998.50

Public Works – October- 2017

Right of Way and Easement mowing and maintenance:

TX DOT Right of Way mowing/maintenance, and City of Elgin Right of Way shredding, mowing, weed eating and maintenance is ongoing

Sign replacement:

Replaced chevron signs on Lexington Road

Permanent Street, utility cut repairs, pot hole repairs:

Bladed alley off North Main Street between Lexington Road and West 7th Street
Repaired utility cuts:
- North Main Street
- 2 locations on West Cleveland Street
- Martin Luther King Boulevard
- Madison Street
- South Avenue A
- Church Street
- Ward Street

Added base to edge of pavement - West Cleveland Street
Added chip rock to Police Department parking lot

Curb, Gutters, Drains, and Ditch Cleaning

Curb and gutters were cleaned in preparation of Hogeye
- North and South Main Street
- Depot Street
- East and West 1st Street
- East and West 2nd Street
- Central Avenue

Litter Control

Trash picked up on U. S. Highway 290 East and West
Trash picked up on State Highway 95 South and North
Trash picked up Historic Downtown
Lexington Road
Taylor Road

Trees and Brush:

Picked up several fallen limbs:
- North Avenue C
- City Hall
- Cemetery Drive
- Cardinal Street
- Multiple limbs picked on North Main Street (large load came thru town)

Trimmed brush in drainage channel off Lexington Street

Miscellaneous:

Installed reflectors on West Cleveland Street
Re-Paint Striped:

Parking spots on North Main Street (thermoplastic)
Museum parking lot (paint)

Events:

Five (5) employees helped with the community survey to support grant applications for water treatment plant improvements, street improvements, and drainage improvements on multiple days.
Three (3) employees worked with Parks Department during Hogeye weekend.

2016-2017 Street Maintenance Project:

October final sweeping
Completed awaiting final acceptance by the City

2016-2017 Business District Re-Paint Striping*:*

Completed
awaiting final acceptance by the City

Saratoga Farms Subdivision:

Substantially complete

Lee Dildy and Roy Rivers Boulevard Extensions:

Bid opening- received 5 bids ranging from $3,238,565.30 to $2,829,915.50

TxDoT US 290 West Project:

Work continues

Training/Certificates/Acknowledgements:

Two employees on light duty this month.
Equipment Operator III completed all CDL testing.

Joe Parten
Director, Public Works
City of Elgin

UTILITY BILLING REPORT	October 2017	
Billed out	$472,354.72	
Past due notices	657	$79,928.43
Work orders-Cut offs	95	
Disconnected for non pmt	90	
Extension to pay 1st	47	
Extension due for disconnect	3	
Meter tamper fee	0	
After Hour turn on	1	
Accounts set to final	7	for non pmt

METER REPORT		
WORK ORDERS	**COMPLETED**	**INCOMPLETE**
START READ	31	5
FINAL READ	39	1
TRANSFERS / IN AND OUT	3	0
CTO'S / DISCONNECT NON-PMT	95	0
SET METER	14	7
ERT REPLACEMENTS	4	18
METER REPLACEMENTS	103	26
VISUAL READS	18	
FAILURE TO READ (MOBILE MISS)	101	0
RE READS	84	0
WL / CHECK FOR WATER LEAK	11	3
METERS DATA LOGGED	7	2
MISCELLANEOUS	18	23
TOTAL NUMBER OF WORK ORDERS	**528**	**85**
CURB STOPS		
BROKEN CURB STOPS	0	32
TOTAL NUMBER OF WORK ORDER	**0**	**32**
BULK WATER		
PURCHASES	**11**	
TRIPS/GALLONS	**19/8900**	
TOTAL COLLECTED	**$52.41**	

Dodie Navejas, Utility Billing Supervisor *310 N. Main Street*
Customer Service/A/R Supervisor *512-229-3220 office*

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month October Year 2017

Municipal Court for the City CITY OF ELGIN

Presiding Judge Amanda Carter

If new, date assumed office

Court Mailing Address P.O. BOX 591

City ELGIN , TX Zip 7-8621

Phone Number (512) 281-0318

Fax Number

Courts Public Email

Court's Website

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT

Prepared by Yadira Duque

Date Nov 6, 2017 Phone Number (512) 281-0318

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P O BOX 12066
AUSTIN, TX
78711-2066

PHONE: (512) 463-1625
FAX: (512) 936-2423

CRIMINAL SECTION

City of CITY OF ELGIN

Month October Year 2017

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,046	13	0	0	2,593	22
a. Active Cases	8,946	11	0	0	1,209	6
b. Inactive Cases	4,100	2	0	0	1,384	16
2. New Cases Filed	161	0	0	0	22	0
3. Cases Reactivated	17	0	0	0	18	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,124	11	0	0	1,249	6
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	92	0	0	0	22	0
b. Dismissed by Prosecution	20	0	0	0	11	2
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	4	0	0	0	6	0
2) By the Court	1	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b: Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	1	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	22					
b: After Deferred Disposition	2	0	0	0	1	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	3					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	3	0	0	0	3	0
10. Total Cases Disposed	148	0	0	0	43	2
11. Cases Placed On Inactive Status	3	0	0	0	2	0
12. Total Cases Pending End of Month:	13,059	13	0	0	2,572	20
a: Active Cases	8,973	11	0	0	1,204	4
b: Inactive Cases	4,086	2	0	0	1,368	16
13. Show Cause Hearings Held	0	0	0	0	0	0
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court CITY OF ELGIN Month October Year 2017	TOTAL
1. Transportation Code Cases Filed	0
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	1
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	0
9. All Other Non-Traffic Fine-Only Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court CITY OF ELGIN Month October Year 2017	Number Given	Number Requests For Counsel
1. Magistrate Warnings: a. Class C Misdemeanors	22	
b. Class A and B Misdemeanors	9	3
c. Felonies	7	4
		TOTAL
2. Arrest Warrants Issued: a. Class C Misdemeanors		5
b. Class A and B Misdemeanors		1
c. Felonies		1
3. Capiases Pro Fine Issued		0
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held		0
12. Disposition of Stolen Property Hearings Held		0
13. Peace Bond Hearings Held		0
14. Cases in Which Fine and Court Costs Satisfied by Community Service: a. Partial Satisfaction		0
b. Full Satisfaction		1
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		11
16. Cases in Which Fine and Court Costs Waived for Indigency		24
17. Amount of Fines and Court Costs Waived for Indigency		$7,473.70
18. Fines, Court Costs and Other Amounts Collected: a. Kept by City		$19,557.86
b. Remitted to State		$11,413.29
c. Total		$30,971.15

MONTHLY ACTIVITY REPORT

For the local program, monthly reports are a way to track and document progress of both the program and the downtown revitalization effort. It is also an effective tool to use for updating the board on the program's overall activities and for communicating your progress to stakeholders, such as City Council and other funding entities. For the state office, monthly reports help us provide more direct and effective services by giving us a way to spot trends, challenges, issues etc. The report should reflect BOTH the work of staff and volunteers. While not all programs use the traditional four-committee structure any longer, the work of all programs should still be able to be reflected in the four-point categories below.

The Monthly Report is **due by the 10th of each month.** Please use electronic version, type or print legibly. Please use this electronic version and email to mainstreet-reports@thc.state.tx.us.

CITY: ____ELGIN_____
MONTH/YEAR: _October2017 _____
DATE SUBMITTED: __10-6-2017_____

1. Updates on Projects, Activities for the month.

MAIN STREET BOARD: *(After typing, TAB to the next cell)*

Meeting Dates:	Update on projects or activities
October 19, 2017	The Hogeye festival started out with some of the coldest weather in memory but the day warmed up and was a great success. Vendors reported strong sales, Hogeye souvenirs almost sold out and we had consistent crowds throughout the day. As a fundraiser the Hogeye festival costs $36,000 to produce and had a net revenue of apprx. $30,000. The festival costs include a number of items from barricades for street closures to security to contract labor to support the parks department, Bands and entertainment, sound, stage rental, signs, and so on. The new Friday Night street dance to celebrate the 30th anniversary was greatly impacted by the unseasonably cold weather. Attendees who did make it out for the dance and the carnival indicated they would really enjoy having this new feature continue. The Hogeye Festival has a strong brand connection to Elgin and is consistently reviewed by vendors as a very well organized festival with great support throughout the day. Repeat vendors and strong crowds indicate that this festival is continuing to grow and provide value to the sponsors, the community and the downtown program. The support from the City of Elgin makes a critical difference in the overall success of this event. The volunteer participation during these planning process, festival week and in the 72 hours of implementation bring a tremendous value to the event and makes a huge difference in this being the Best Little Pig Gig in Texas!

ORGANIZATION: *(After typing, TAB to the next cell)*

Meeting Dates:	Update on projects or activities

Email to: mainstreet-reports@thc.state.tx.us

October 11, 2017	The fall winter issue of downtown 78621 distributed to 12000 households. Attendees to Texas downtown association include Dorothy and Michelle McCarther nominated with Dorothy's jewelry for best downtown business. Jeff Carter, Owen Rock with best downtown partner nominee Elgin Economic Development Corporation, Amy Miller and Gena Carter

PROMOTION:

Meeting Dates:	
October, 10, 2017	Safe Trick or Treat was very well attended, the weather cooperated just in time. Sip Shop and Stroll continues to go well. Lots of events and promotion through December 23: Shop Small Saturday, hot cocoa stroll, holiday by the tracks, the Art of Giving December 16, Holiday Concert with Elgin ISD elementary campuses, Holiday Sweater Saturday, Stocking stuffer Saturday. Continuing the full page ad in Antiquing weekly with business advertising support.

DESIGN:

Met via email	A new holiday decor contest is being held this year for outside and window decor with cash prizes hanks to a generous donation. Investigating the option of public art in the district . The committee is organizing community activities to engage the public on a conversation about public art and plans to hold a workshop in January. In November the committee will assess trash cans and benches in the district. Working with parks department holiday banners and lights will be installed. 211 Central Avenue suffered a partial collapse during Hurricane Harvey. Property owner is developing plans for stabilization and or removal for submittal to City.

ECONOMIC RESTRUCTURING:

Meeting Dates:	Update on projects or activities
October 13, 2017	14 north Main sold and the new owners have leased the first floor to Quiche and Crumb which is expanding from Taylor and the second floor to the Texas Quarter horse association. Modern dry cleaners leased the old Curves on south Main Street. 115 north Main 112 Depot are available for lease. 19 n Main and 111 central avenue are for sale and under contract. Ran an ad in the East Austin Studio Tour catalogue guide as a targeted ad about available space / opportunity in Elgin. Working with owners on renovation plans, reviews, and lease recruitment.

Email to: mainstreet-reports@thc.state.tx.us

2. Program Commentary *(list critical issues, problems, and successes/completed projects of the past month):*

3. Outlook. *Goals and challenges; plans for upcoming major projects such as public improvements etc.:*

4. Suggestions for Texas Main Street Center *(list suggestions on services or training topics; new resources; questions):*

5. Main Street in the News. *If your programs or its activities have been spotlighted in press coverage during the month, please provide a link here. If there is a newsworthy event or announcement that would be appropriate for the Main Street Matters e-newsletter, please email* **mainstreet-reports@thc.state.tx.us** *with the information. Please provide event information as many months in advance as possible.*

Veterans Appreciation parade November 4
Sip Shop & Stroll November 9
Shop Small Saturday –November 25
Where's Priscilla – Store specials throughout downtown
Holiday Concert with Elgin ISD December 1 6:30pm
Veterans Memorial Park
Hot Cocoa Stroll & Holiday by the Tracks Saturday December 2
Sample hot cocoas, store specials, kids activities throughout downtown
Sip Shop and Stroll Thursday December 14 from 5pm-8pm, Downtown – Enjoy live music, beer and wine tastings, store specials, refreshments and more!
The Art of Holiday Giving December 16 –
showcase of unique handcrafted & Locally produced items
Studio 621, 28 N, Earthen Metals and throughout downtown
Selfies with Santa
Free Picture's with Santa Visit www.elgintx.com for locations dates and times!
December 9 Holiday Sweater Weekend
Holiday Sweater discounts & Specials
December 23 – Stocking Stuffer Saturday –featuring items to fill your stockings and offering great holiday specials

Email to: mainstreet-reports@thc.state.tx.us

MEMORANDUM

To: Tom Mattis, City Manager
From: Amy Miller, Community Development Director
Date: November 6, 2017
RE: Community Development Department Report October, 2017

The City of Elgin is conducting a door to door survey in the following neighborhoods: Westwind, County Line, Eagles Landing, Elgin Meadows, Parkdale, and the area north of Main Street from Hwy 95 north to Lexington Road. The household survey is needed to prove up our community poverty numbers for grant applications to the General Land office. The survey will help the city apply for 2015 disaster recovery funds and can be used for five years on future grant applications. City staff supported this effort on two weekends in October with additional time in November. Over 1000 households will be contacted. The data will be used for grant applications for the water treatment plant and streets and drainage at Central Avenue and Kennedy that are due in November.

The Hogeye Festival held October 26 – 28 had excellent attendance and was a successful fundraiser for the downtown revitalization Main Street program as well as many local groups. Over 100 hogunteers helped implement the three days of activities with outstanding support from the Parks & Recreation department, Police Department, Community Development Department and the city overall.

14 North Main sold and has Quiche & Crumb as the first floor tenant and The Texas Quarter Horse association for the 2nd floor tenant both to open before year end. Cuban Style Barber shop is slated to open in November on First street. Modern Dry Cleaners will open in November in the 200 South Main Block, next to Lather's hair salon.

Historic review board reviewed façade applications for 14 North main, 110 Depot Street, 117 Central Avenue and 119 Central Avenue. Approved applications covered a new canopy for 14 North Main, and paint and brick repairs at all four properties. A tracking and review system has been established to meet the sign ordinance requirements related to temporary banners.

Projects

- TAP FM 1100 & County Line Road Sidewalk project, easement process progressing, three to be on November agenda, one outstanding. Project to start construction in January under TXDOT.
- Walk or Bike to School day on October 13 and November 4.
- Community Clean-up day on Saturday October 7 had great participation and collected thirty bags of trash.
- American Legion and VFW Veterans Appreciation parade, November 4 parade.
- Met with Property owners about façade projects.
- Planning events for weekends from November 25 through December 23.
- Sip Shop & Stroll was well attended.
- Met with potential buyers and realtors for properties downtown.
- Met with property owners about renovation plans and possible tenants.
- Met with business owners seeking lease space.
- City of Elgin E-News
- Facebook Pages: City of Elgin, Visit Elgin, Envision Elgin
- Instagram – visitelgintx

Boards & Committees, Seminars

Envision Elgin quarterly meeting
CAMPO, Transportation Advisory Committee
Main Street Board
Historic Review Board
Hogeye Festival Committee
Promotion Tourism Committee
Organization Committee
Business Retention Recruitment Committee
Clean Air Coalition Advisory Committee, CAPCOG

Upcoming Events

Veterans Appreciation parade November 4
Sip Shop & Stroll November 9
Shop Small Saturday –November 25 Where's Priscilla Scavenger Hunt
Selfies with Santa - Free Picture's with Santa Visit www.elgintx.com for locations dates and times!
Holiday Concert with Elgin ISD December 1 6:30pm Veterans Memorial Park
Hot Cocoa Stroll & Holiday by the Tracks Saturday December 2 – events dowownt all day, Hot cocoa Stroll from 2-5.
December 9 Holiday Sweater Weekend
Sip Shop and Stroll Thursday December 14 from 5pm-8pm, Downtown
The Art of Holiday Giving December 16
December 23 Stocking Stuffer Saturday

Monthly Reports October 2017

Department 023 Water Treatment

Well # 10	915,000 Gallons
Well # 11	13,705,000 Gallons
Well # 14	1,328,000 Gallons
Well # 15	18,358,000 Gallons
Water loss due to leaks or flushing	100,000 Gallons
Total Water Pumped	**34,406,000 Gallons**

Chemicals Used

Chlorine	830 Pounds
Seaquest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.65 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	1
Service Line Breaks	5
Miscellaneous Repairs/Complaint Calls	2
New Connections/Taps	5
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	2
Service Lines	5
After Hours Call-Outs	10

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	4
Curb Side Cleanouts Installed	0
Main Line Repairs	0
New Main Line Installed	0
New Taps Installed	3
Lines TV'd	3
Manholes Installed/Repaired	0

Lift Station Maintenance/Repairs

Hour Meter Reads/Daily Site Checks	9 Daily
Pumps Pulled	1
Pumps Installed	0
Pumps De-raged	2
Motors Pulled	0
Motors Installed	0
Electrical Issues (Repair/Replace Parts)	4
Floats Cleaned/Replaced	0
Grass/Weed Maintenance	4
After Hours Call Outs	12

Wastewater Treatment Plant

Maintenance/Repairs

Pumps Pulled	0
Pumps Installed	0
Motors Pulled	0
Motors Installed	0
Control System/Electrical Repairs	0
Cleaned Wet Well Floats	1
Miscellaneous Repairs	12
After Hours Call-Outs	1

Chemicals Used

Alum/Gallons	4,000
Bleach 10%/ Gallons	2,000
Polymer/ 55 gallon drums	2

Monthly Plant Flows and Test Results

Minimum Daily Flow	499,000 Gallons
Maximum Daily Flow	602,800 Gallons
Average Daily Flow	545,600 Gallons
Total Monthly Flow	16,914,200 Gallons

Effluent DO (Dissolved Oxygen) Average	7.2
Effluent Chlorine Residual Average	1.78 mg/l
Effluent pH Average	7.39
Total Phosphorus Average	0.17
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	4
TSS (Total Suspended Solids) Average	2.5
Ammonia/Nitrates Average	0.131

Remarks :

Elgin Police Department

Office of the Chief

202 Depot Street • Elgin, Texas 78621 • 512 / 281-3330

Elgin Police Department

Monthly Summary October 2017

October marks the end of a busy festival schedule with the Hogeye festival. We estimate that well over 7,000 people attended Hogeye this October and it was a great day with no real problems. We also had no problems with the Carnival that spent the week across the street from the Police Station.

October again marked a busy month with over 1000 calls handled in the City. Over 980 of the calls were handled by this Department and the officers and dispatchers responded quite well to the workload this created. We were busy but not overwhelmed and will continue to provide the best service possible to our citizens.

We saw a reduced traffic count in October but that is attributed to the work being done by TxDOT on Hwy 290 in the areas where we take our traffic counts. This will also affect our count for November and we're hopeful that TxDOT will finish their work in November and we will have accurate counts for December.

Location Code		Vehicle Count
EG01	**WB TX 290 @ COUNTY LINE RD**	**436666**
	1	7890
	2	210461
	3	218315
EG03	**EB TX 290 @ TX LOOP 109 / HARRIS ST**	**460952**
	1	10381
	2	211809
	3	238762
EG04	**EB TX 290 @ US 95 NORTH / SARATOGA FARMS BLVD**	**29855**
	1	29855
Grand Total		**927473**

Elgin Police Department
Monthly Report October 2017

CATEGORY	17-Oct	16-Oct	15-Oct	14-Oct	13-Oct
Calls for Service					
Total Calls for Service	1078	1555	1151	1014	893
Police calls	986	1295	771	673	551
Fire calls	22	40	93	59	39
Animal calls	70	81	101	119	75
Activity logs	0	76	171	151	63
City calls	0	63	15	12	9
Offense Reports					
Total Offense Reports	51	94	56	78	74
Active (Open) cases	48	19	11	31	12
Cases Inactivated	0	22	10	19	21
Cases Closed	3	4	2	2	3
Documentation (no crime)	0	1	0	0	1
Other	0	0	0	0	2
Unfounded	0	0	0	0	2
Referred to other agency	1	3	2	0	1
Citations					
Total Citations	278	545	356	279	289
Citations for violations	169	262	176	182	117
Warnings	109	283	180	97	172
Collisions					
Total Accidents	37	39	29	24	25
Major accidents (with injury)	2	3	2	1	1
Minor accidents (no injury)	29	27	22	18	18
Leaving the scene accidents	6	9	5	5	6
Alarms					
Business alarms	34	21	28	22	12
Residential alarms	19	11	0	7	11
Fire alarms	2	3	5	3	0
Arrests					
Felony arrests	4	7	4	5	7
Misdemeanor arrests	8	35	20	17	20
Other arrests	4	6	6	5	1
Animal Control					
Total Animal Control calls	70	81	101	119	75
Animal Cruelty calls	0	0	0	0	0
Canine Impounds	1	10	9	11	16
Feline Impounds	4	5	7	9	11
Citations issued	2	6	6	2	0
Bite Cases	0	0	2	1	2
Dead animal calls	10	4	5	12	11
Wildlife calls	2	9	13	17	5
Rabies cases	0	0	0	0	0
Rabies cases positive	0	0	0	0	0

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
General Activity Report and Project Update

DEPARTMENT: Administration

PROPOSED ACTION:
Consideration of information as provided by the City Manager; and corresponding action/direction to staff, if any, as deemed appropriate by Council

BACKGROUND:
This item is for a general update and/or discussion with Council by the City Manager regarding any on-going issues or major projects. This item is intended for receipt information and Q&A only; with no formal action anticipated by Council.

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

RECOMMENDATION:
Direction to staff, if any, as deemed appropriate by Council

ATTACHMENTS:

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

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

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
City Council Regular Meeting Minutes - November-14-2017

DEPARTMENT: Administration

PROPOSED ACTION:
Review and approval of the November 14, 2017 Regular Meeting Minutes.

BACKGROUND:
N/A

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

RECOMMENDATION:
Approval of the Regular Meeting Minutes of November 14, 2017.

ATTACHMENTS:
City Council Regular Meeting Minutes 11-14-17

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

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

MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, NOVEMBER 14, 2017

CALL TO ORDER

ROLL CALL

Present: Chris Cannon, Mayor
Juan Gonzalez, Mayor Pro Tem
Mary Penson, Council Member
Susie Arreaga, Council Member
Jessica Bega, Council Member
Daniel Lopez, Council Member
Phillip Thomas, Council Member
Sue Brashar, Council Member
Neil Beyer, Council Member

Mayor Chris Cannon certified there was a quorum and called the meeting to order at 7:00 p.m.

Staff: Thomas L. Mattis, City Manager
Chris Bratton, Police Chief
Michael Gonzalez, Parks Director
Owen Rock, Economic Development Director
Barbara Wilson, HR Director
Sandy Ott, Library Director
Gary Cooke, Planning Director
Yadira Duque, Municipal Court Supervisor

INVOCATION

Council Member Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Chris Cannon led the Pledge of Allegiance to the United States and Texas Flags.

PUBLIC HEARING

Mayor Cannon recessed the regular meeting and opened the Public Hearing at 7:02 p.m.

1. PUBLIC HEARING ON AN AMENDMENT TO CHAPTER 46, ARTICLE IV, DIVISION 10, SECTION 46-469 REGARDING THE CREATION OF PLANNED DEVELOPMENT DISTRICTS TO REMOVE THE SIZE REQUIREMENT OF 2 ACRES.

There was no one wishing to speak on this item.

2. A PUBLIC HEARING ON A ZONING CHANGE REQUEST SUBMITTED BY THE POINT RIDER FOUNATION, INC., THE OWNER OF THE PROPERTIES LOCATED IN A18 JONATHAN BURLESON, ACRES 0.179, 403 CENTRAL AVENUE AND ELGIN CITY, BLOCK 10, LOTS 1, 2, 3, 4 & 5, 104 SOUTH AVENUE A, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS TO REZONE THE PROPERTIES FROM R-2 TO PDD (PLANNED DEVELOPMENT DISTRICT).

City Manager Thomas Mattis stated that this property was seen at the last meeting as a conceptual plan and staff proceeded with the advertising of this item, but staff did not receive the proposal from the developers and therefore the public could not speak on it. He stated that this item would not be put back on the agenda until all issues were resolved.

Mayor Cannon closed the Public Hearing and Reconvened the Regular Meeting at 7:06 p.m.

PUBLIC COMMENT

There was no one wishing to speak during Public Comment.

PRESENTATIONS

1. Employee of the Fourth Quarter 2017 - Ashlie Bryant.

Sandy Ott, Library Director announced that Ashly Bryant was chosen as the Employee of the Fourth Quarter, and stated that she had 15 nominations and all spoke of her as being a hard worker, very knowledgeable and is very kind and friendly.

2. A PROCLAMATION DECLARING SATURDAY, NOVEMBER 25, 2017 AS SMALL BUSINESS SATURDAY IN THE CITY OF ELGIN

Mayor Cannon read the proclamation and presented it to Dorothy McCarther and Renee Girling, Main Street Board Members.

CITY MANAGER'S REPORT

1. Review and update on the Lee Dildy Boulevard/Tax Increment Reinvestment Zone (TIRZ) Project financing, construction, and schedule

2. General Activity Report and Project Update

3. Monthly Departmental Activity Reports – September

City Manager Thomas Mattis stated progress was being made on the Lee Dildy TIRZ project and the bidding on the project had been completed, with a recommendation coming on the 5th of December City Council meeting, and asking Council to award that bid and authorize the contract. Mr. Mattis also mentioned that the Elgin Economic Development Board won the Texas Downtown Association Award for 2017 Best Downtown Partner under 50K Population.
Mr. Mattis wanted to let Council know a question had come up about the Board and Committees ordinance that was recently passed regarding the terms. He stated as an example the EDC Board reappointed members in June, and now appointments will be made in January so the question was if that would cut a term short. He stated the terms would be extended until January regardless of what the appointment schedule says.

CONSENT AGENDA

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS SUPPORTING THE SUBMISSION OF THE GRANT APPLICATION BY THE ELGIN POLICE DEPARTMENT FOR THE SB-12 RIFLE-RESISTANT BODY ARMOR GRANT TO THE OFFICE OF THE GOVERNOR

2. A RESOLUTION OF THE CITY COUNCIL OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT & REVITALIZATION 2015 NON-HOUSING PROJECT APPLICATION TO THE GENERAL LAND OFFICE FOR WATER SYSTEM IMPROVEMENTS; AND AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT & REVITALIZATION PROGRAM

3. A RESOLUTION OF THE CITY COUNCIL OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT & REVITALIZATION 2015 NON-HOUSING PROJECT APPLICATION TO THE GENERAL LAND OFFICE FOR STREETS AND DRAINAGE IMPROVEMENTS; AND AUTHORIZING THE MAYOR AND/OR CITY

MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT & REVITALIZATION PROGRAM

4. Consideration of a Letter of Agreement with Robert Carter regarding the acquisition of additional ROW Sidewalk easement in support of the FM 1100 Sidewalk Project

5. Consideration of a Letter of Agreement with Randy M. Robertson, D.D.S. regarding the acquisition of additional ROW, sidewalk and drainage easement in support of the FM 1100 Sidewalk Project.

6. Consideration of a Letter of Agreement with Gail Burgess and David Salmons regarding the acquisition of additional ROW sidewalk easement in support of the FM 1100 Sidewalk Project.

7. Consideration of Elgin Public Library fee changes

8. City Council Special Meeting Minutes - August 22, 2017

9. City Council Special Meeting Minutes - September 12, 2017

10. City Council Special Meeting Minutes - September 19, 2017

11. City Council Regular Meeting Minutes - October 10, 2017

Council Member Brashar moved to approve items 1 through 11 on the consent agenda. Council Member Beyer seconds the motion. Motion carried 9-0.

NEW BUSINESS

1. A RESOLUTION CANVASSING THE RETURNS AND DECLARING RESULTS OF THE CITY OF ELGIN SPECIAL ELECTION

City Manager Thomas Mattis stated that the official results from Travis County were not ready so there would need to be a special meeting to canvass next week.

2. Review and discussion of proposed contract extension/renewal with Republic Services for curbside collection of household trash, recyclables, and bulk trash.

City Manager Thomas Mattis stated that this was an item that had been discussed and would be ready soon for recommendation.

He stated that he asked for and gotten good participation fromthe Mayor and a few Council Members and the committee to review the proposal on a contract extension that was submitted by Republic. He stated the consensus of that group was that the proposal to extend was reasonable. He stated the city would be converting from the recycling tubs to six gallon carts, and the service would change to every other week. He stated that this a sever year contract proposal with a fixed rate of 2% a year adjustment to cover costs. Mr. Mattis went over some options regarding bulk trash pickup. First, keeping the current service of two pickups per month and the rate would go up about four dollars a month, quarterly service with pickup would go up about three dollars, twice a year, and then the option to eliminate bulk trash altogether which would keep the bulk trash rate close to what it is now.

Council Member Thomas moved to move forward with option #2 for quarterly pickup to be presented and discussed at a public hearing. Council Member Penson seconds the motion. Council Member Arreaga asked if that included delaying the rate. Council Member Thomas amended his motion to include waiting a year with the recommendation starting year two and subsequent years at a 2.85% increase. Council Member Penson agreed to the amendment. Motion carried 9-0.

3. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF $25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR ALLAN TOLBERT'S 30 N. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

Council Member moved to approve the Resolution as presented. Council Member Beyer seconds the motion. Motion carried 9-0.

4. AN ORDINANCE AMENDMENDING CHAPTER 46, ARTICLE IV, DIVISION 10, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY AMENDING CHAPTER 46, SECTION 46-469; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR A SAVINGS CLAUSE.

Council Member Thomas moved to accept the amendment to the ordinance as presented. Council Member Lopez seconds the motion. Motion carried 9-0.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS TO CAST A VOTE FOR A PERSON TO SERVE ON THE BOARD OF DIRECTORS OF THE BASTROP CENTRAL APPRAISAL DISTRICT

Council Member Brashar moved to approve the Resolution casting 116 votes to Brian Bracewell. Council Member Penson seconds the motion. Motion carried 9-0.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS TO CAST A VOTE FOR A PERSON TO SERVE ON THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT
Council Member Penson moved to approve the Resolution voting for Rico Reyes. Council Member Beyer seconds the motion. Motion carried 9-0.

7. Consideration of appointments of Chris Cannon, Jessica Bega, and Sue Brashar to the City of Elgin Tax Increment Reinvestment Zone Board of Directors to two year terms and appointing _____as Alternate.

Council Member Penson moved to re-appoint Mayor Chris Cannon, Council Member Bega and Council Member Sue Brashar to the TIRZ Board of Directors to two year terms as recommended, and appoint Daniel Lopez as an alternate. Motion carried 9-0.

ANNOUNCEMENTS

City Manager Thomas Mattis mentioned the Christmas party on December 8th. He also mentioned the employees had a thanksgiving luncheon that day that was well attended, and asked if anyone wanted to attend the TML Region 10 Meeting in Pflugerville to let staff know.

EXECUTIVE SESSION

Recess the Regular Council meeting and call to order Executive Session in a closed session.

Mayor Cannon recessed the regular meeting and called to order the Executive Session at 8:32 p.m.

The City Council will convene in Executive Session pursuant to Section 551.074 (a) (1) and (c) of the Texas Government Code to deliberate the annual performance evaluation of the City Manager.

Adjourn Executive Session and call public back in to Reconvene Regular Council meeting.

Mayor Cannon adjourned the Executive Session at 8:39 p.m. and reconvened the regular meeting.

RECONVENE

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

1.Discussion and action, if any, in regard to the City Manager's annual performance review.

Mayor Cannon stated that this item would be on the December 5th agenda to give Council Members time to finish the City Managers annual performance review.

ADJOURNMENT

Mayor Cannon adjourned the City Council meeting at 8:39 p.m.

APPROVED

_____
Chris Cannon, Mayor

ATTEST:

_____
Amelia Sanchez, City Secretary

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
City Council Special Meeting Minutes - November 20, 2017

DEPARTMENT: Administration

PROPOSED ACTION:
Review and approve the November 20,2017 Special Meeting Minutes.

BACKGROUND:
N/A

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

RECOMMENDATION:
Approval of the November 20, 2017 City Council Special Meeting Minutes.

ATTACHMENTS:
Special City Council Meeting - November 20, 2017

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

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

MINUTES
ELGIN CITY COUNCIL
SPECIAL MEETING
MONDAY, NOVEMBER 20, 2017
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET

CALL TO ORDER

Mayor Chris Cannon called the meeting to order at 5:00 p.m.

ROLL CALL

Present: Chris Cannon, Mayor
Juan Gonzalez, Mayor Pro Tem
Jessica Bega, Council Member
Daniel Lopez, Council Member
Phillip Thomas, Council Member
Sue Brashar, Council Member

Mayor Cannon stated members were present for a quorum and to let the record reflect that Council Members Penson, Arreaga and Beyer were absent.

Staff: Amelia Sanchez, City Secretary

CONSENT AGENDA

1. A RESOLUTION CANVASSING THE RETURNS AND DECLARING RESULTS OF THE CITY OF ELGIN SPECIAL ELECTION.

Council Member Thomas moved to approve the Resolution as presented. Council Member Brashar seconds the motion. Motion carried 6-0.

ADJOURNMENT

Mayor Cannon adjourned the City Council meeting at 5:02 p.m.

APPROVED

_____
CHRIS CANNON, MAYOR

ATTEST:

_____
AMELIA SANCHEZ

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
Consideration of a Letter of Agreement with Jose Gonzales and Maria Lopez Gonzales regarding the acquisition of additional ROW Sidewalk easement in support of the FM1100 Sidewalk Project.

DEPARTMENT: Community Development

PROPOSED ACTION:
Consider the Letter of Agreement with Jose Gonzales and Maria Lopez Gonzales regarding the acquisition of additional ROW Sidewalk easement in support of the FM 1100 Sidewalk Project as proposed by staff.

BACKGROUND:
The City of Elgin, Texas in cooperation with the Texas Department of Transportation (TXDOT), is presently proceeding with the acquisition of pedestrian easements or drainage easement for sidewalks on FM 1100 (Avenue C) from Vicksburg Loop to State Highway 95 North. This easement will be 0.038 acre tract out of Lot 15 Elgin Meadows Subdivision, Elgin, Bastrop County Texas, (Bastrop Central Appraisal District property ID R15682). 1,670 sq ft of land irregular in shape and includes 125 linear feet along FM 1100, approximately 14 feet deept for $7,640.

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

RECOMMENDATION:
Approve the proposed Letter of Agreement as presented and/or further direction to staff, if any, from Council.

ATTACHMENTS:

Gonzales letter of agreement

○ **Staff will be making a detailed presentation on this agenda item at the meeting.**
○ **Staff will provide brief comments and answer questions on this item at the meeting.**
◉ **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.

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

September 25, 2017

Jose Gonzales and Maria Lopez Gonzales
301 McClendon Drive
Elgin, Texas 78621

RE: City of Elgin Sidewalk Easement
FM 1100

Dear Mr. Gonzales and Ms. Lopez Gonzales:

I am writing on behalf of the City of Elgin, Texas regarding the sidewalk project along FM 1100. I am glad that we have been able to reach an agreement for the acquisition of the enclosed easement on your property at 301 McClendon Drive (the "Easement"). Please allow this letter to set out our agreement for the City's purchase of the Easement.

In return for granting the Easement, the City will pay you the total sum of $7,640.00.

If this meets with your understanding, please execute this letter where indicated and return it to me. Please also execute the Easement with a notarized signature and return them to me.

In order to process your payment, the City also needs a completed W-9 tax form. Please complete the enclosed W-9s and return them to me.

Upon receipt of this letter and the Easement signed by you, we will have the letter executed by the City and processed for payment as quickly as possible. I will return a copy of the fully executed letter to you. The Easement will not be recorded until I have delivered the payment to you.

Please feel free to contact me at any time if you have any questions or concerns. It has been a pleasure working with you to resolve these issues.

Sincerely,

Tad Cleaves

SIDEWALK EASEMENT

THE STATE OF TEXAS	§	
	§	**KNOW ALL BY THESE PRESENTS:**
COUNTY OF BASTROP	§	

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

That JOSE GONZALES and MARIA LOPEZ GONZALES, whose current address is 301 McClendon Drive, Elgin, Texas 78621 and their successors and assigns, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by the CITY OF ELGIN, TEXAS, a municipal corporation situated in the Counties of Bastrop and Travis and the State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual sidewalk easement and right-of-way in, upon, over, under, above and across the following described property, to-wit:

> Being a 0.038 acre tract of land located in the City of Elgin, Bastrop County, Texas, being a portion of Lot 15, Elgin Meadows Subdivision, a subdivision of record in Cabinet 1, Page 120B of the Plat Records of Bastrop County, Texas; said 0.038 acre tract being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of a sidewalk (the "Facilities").

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Bastrop County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be

unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the sidewalk contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the improvements thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure, or diminish or substantially add to the ground cover over the easement. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement.

Grantee hereby covenants and agrees:

(a) Grantee shall not fence the easement;

(b) Grantee shall promptly repair the surface of the easement outside of the Facilities and repair any damage it shall do to Grantor's adjoining property outside the easement;

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a sidewalk easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said sidewalk, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Elgin, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the 28th day of the month of November, 2017.

GRANTOR:

By: Jose Gonzales
Jose Gonzales

By: Maria Lopez Gonzales
Maria Lopez Gonzales

[Acknowledgments Next Page]

AGREED:

OWNER:

By: Jose Gonzales

Date: November 28, 2017

By: Maria Lopez Gonzales

Date: November 28, 2017

CITY OF ELGIN, TEXAS

By:_____

Title:_____

Date:_____

Enclosures

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the 28th day of the month of November, 2017, by JOSE GONZALES, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Signature

Lizania Berlanga
Printed Name

Notary Public, State of Texas

LIZANIA N. BERLANGA
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-16-2019

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the 28th day of the month of November, 2017, by MARIA LOPEZ GONZALES, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

Signature

Lizania Berlanga
Printed Name

Notary Public, State of Texas

LIZANIA N. BERLANGA
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-16-2019

After recording please return to:

Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, Texas 78664

G zales

SHERWOOD SURVEYING & S.U.E.
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL

6477 FM 311 | PO BOX 992
SPRING BRANCH, TX 78070
830.228.5788 P | 830.885.2170 F
WWW.MSENGR.COM | TBPLS #10044200

0.038 ACRE TRACT
17TRC001 EXH.DWG

FN NO. 17TRC001
APRIL 6, 2017
REVISED MAY 8, 2017

FIELDNOTE DESCRIPTION

BEING 0.038 ACRE TRACT OF LAND LOCATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, BEING A PORTION OF LOT 15, ELGIN MEADOWS SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET 1, PAGE 120B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.038 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A FOUND ½ INCH IRON ROD FOUND IN THE COMMON LINE OF F.M. ROAD 1100 AND LOT 29 OF SAID ELGIN MEADOWS SUBDIVISION, MARKING THE SOUTHWESTERLY CURVE RETURN AT THE INTERSECTION OF LOESCH DRIVE AND F.M. ROAD 1100, AND THE SOUTHERLY CORNER OF SAID LOT 29;

THENCE, N 63° 03′ 16″ W, ALONG THE COMMON LINE OF SAID LOT 29 AND F.M. ROAD 1100, A DISTANCE OF 110.42 FEET TO A FOUND ½ INCH IRON ROD MARKING THE WESTERLY CORNER OF LOT 29, FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT, BEING THE SOUTHERLY CORNER OF LOT 15 AND HEREOF;

THENCE, N 62° 46′ 45″ W, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF F.M. 1100, A DISTANCE OF 108.75 FEET TO THE SOUTHEASTERLY CURVE RETURN AT THE INTERSECTION WITH F.M. 1100 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MCCLENDON DRIVE (50′ R.O.W.);

THENCE, LEAVING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF F.M. 1100, ALONG THE AFOREMENTIONED CURVE RETURN, BEING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.16 FEET, A CENTRAL ANGLE OF 82° 37′ 27″, AN ARC LENGTH OF 21.86 FEET AND A CHORD BEARING N 19° 43′ 40″ W, A DISTANCE OF 20.02 FEET TO THE NORTHERLY CORNER HEREOF;

THENCE, S 62° 56′ 13″ E, LEAVING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MCCLENDON DRIVE, INTO AND ACROSS SAID LOT 15, A DISTANCE OF 124.97 FEET TO A POINT IN THE COMMON BOUNDARY LINE OF SAID LOT 15 AND SAID LOT 29, FOR THE EASTERLY CORNER HEREOF;

THENCE, S 33° 43′ 30″ W, ALONG THE COMMON BOUNDARY LINE OF SAID LOT 15 AND SAID LOT 29, A DISTANCE OF 14.10 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.038 ACRES OF LAND, MORE OR LESS.

EXHIBIT
tabbies
A

I, MELISSA T. HINTON, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

SHERWOOD SURVEYING & SUE, LLC
P.O. BOX 992
SPRING BRANCH, TEXAS 78070
TBPLS FIRM #10044200

Melissa T. Hinton 5/8/17

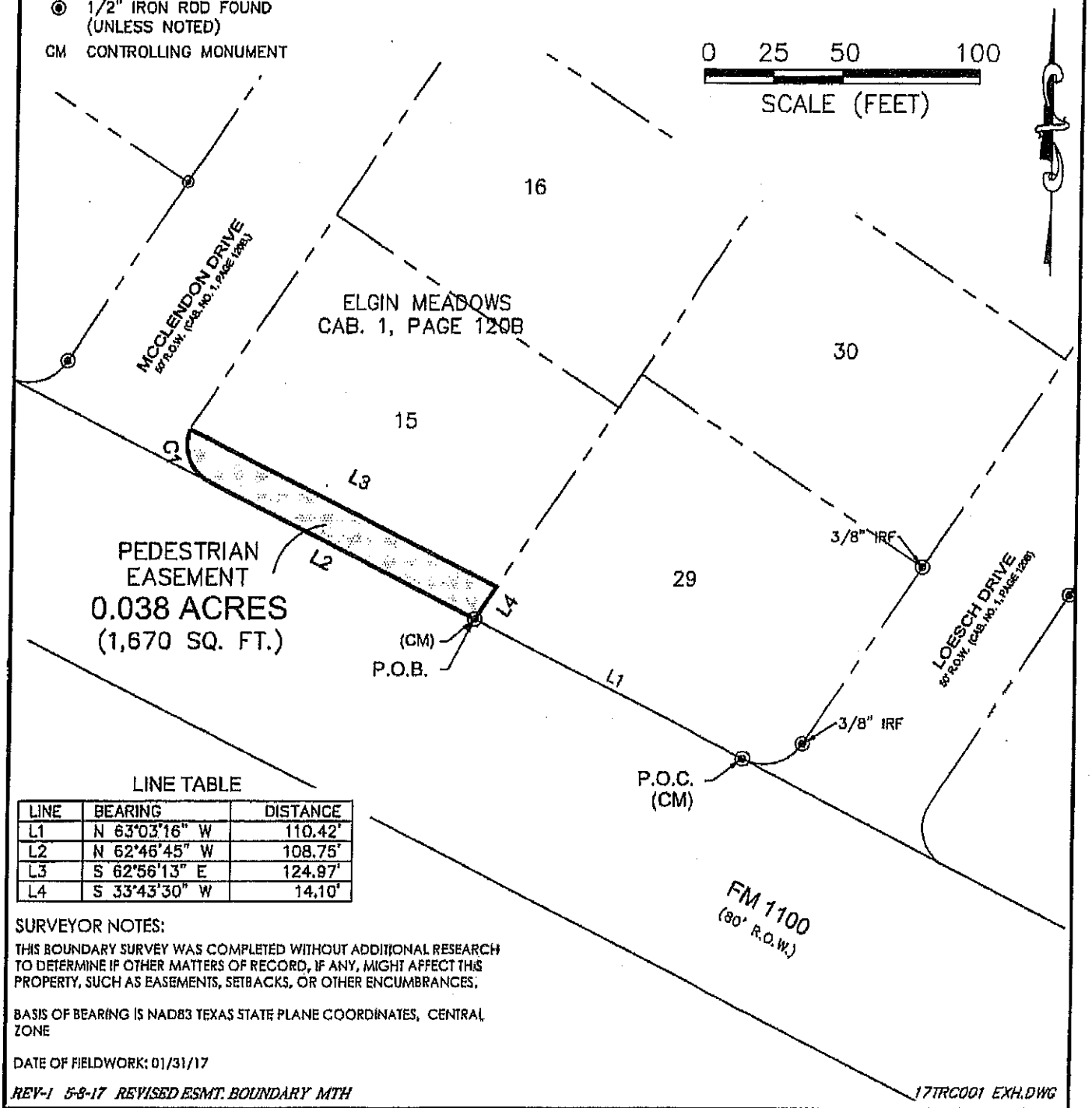
MELISSA T. HINTON DATE
R.P.L.S. #6521 STATE OF TEXAS

LEGEND

P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
◉ 1/2" IRON ROD FOUND (UNLESS NOTED)
CM CONTROLLING MONUMENT

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.16'	21.86'	20.02'	N 19°43'40" W	82°37'27"



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 63°03'16" W	110.42'
L2	N 62°46'45" W	108.75'
L3	S 62°56'13" E	124.97'
L4	S 33°43'30" W	14.10'

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT ADDITIONAL RESEARCH TO DETERMINE IF OTHER MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE

DATE OF FIELDWORK: 01/31/17

REV-1 5-8-17 REVISED ESMT. BOUNDARY MTH *17TRC001 EXH.DWG*

Melissa T. Hinton 5/8/17
MELISSA T. HINTON DATE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6521

SHERWOOD
SURVEYING & S.U.E.
6477 FM 311
P.O. BOX 992
SPRING BRANCH, TEXAS 78070
PHONE * (830) 228-5446
FAX * (830) 885-2170
TBPLS FIRM #10044200

STATE OF TEXAS REGISTERED MELISSA T. HINTON 6521 PROFESSIONAL LAND SURVEYOR

TRC
TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
(Second Reading) A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF $25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR ALLAN TOLBERT'S 30 N. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Administration

PROPOSED ACTION:
Requested by the City of Elgin Economic Development Corporation; approval of the grant as presented to property owner Allan Tolbert relative to remodeling and/or improvements to the building at 30 North Main Street in Downtown Elgin.

BACKGROUND:
The City of Elgin, through the City of Elgin Economic Development Corporation, has created a 'Mega Grant' program that provides cash grants in support of business development and/or improvement projects within the city. The remodeling and/or improvement project recently completed by Allan Tolbert at 30 North Main Street has now been deemed eligible to receive a $25,000 grant under said program. This item was approved on first reading at the 11/14/17 Council Meeting.

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

RECOMMENDATION:
Approval of the Mega Grant award to property owner Allan Tolbert for remodeling and/or improvements to the building at 30 North Main Street as presented..

ATTACHMENTS:

Resolution

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

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

RESOLUTION NO. 2017-

(Second Reading) RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF $25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR ALLAN TOLBERT'S 30 N. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin, Texas (the "City") has caused to be created the Elgin Economic Development Corporation (the "Corporation") pursuant to the provisions of Chapter 505 of the Texas Local Government Code, being the ("Act"); and

WHEREAS, the Corporation desires to expend $25,000 to pay for Allan Tolbert's Mega Grant of 30 N. Main Street building remodeling project; and

WHEREAS, solely for satisfying the requirements of the Act, and for no other purposes whatsoever, the City is willing to approve said expenditures;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.

2. That the City hereby approves the expenditure of up to $25,000

That it is officially found and determined that this approval is given solely to satisfy the requirements of the Act and for no other purpose whatsoever. In particular, the City shall have no liability whatsoever in regard to the expenditures, which will be solely the liability of the Corporation.

Adopted on Second Reading this 5th day of December, 2017.

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

ATTEST:

By: _____
Amelia Sanchez, City Secretary

342271bk

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
Authorize the City Manager to award the Lee Dildy and Roy Rivers Boulevard Extension Project to the selected contractor, Patin Construction LLC, in the amount of $2,829,915.50, and authorize the City Manager to approve change orders up to 25% of the contract.

DEPARTMENT: Administration

PROPOSED ACTION:
Discussion and approval of the construction contract for the Lee Dildy and Roy Rivers Boulevard Extension Project.

BACKGROUND:
Five (5) sealed bids were received at Elgin City Hall on October 31, 2017 at 11:00 A.M. forthe Lee Dildy and Roy Rivers Boulevard Extension Project. The bids ranged from $2,829,915.50 from Patin Construction LLC. of Taylor, Texas to $3,238,565.30 from Aaron Concrete Contractors, LP of Austin, Texas.

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

RECOMMENDATION:
Staff recommendation is that Patin Construction LLC. be awarded the construction project in the amount of $2,829,915.50. The City Engineer conducted background checks and interviews of the recommended Contractor. The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City.

ATTACHMENTS:

Map
Bid Recommendation Letter

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

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

SARATOGA FARMS
CITY OF ELGIN

TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

T.B.P.E. #F-8632

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.8716 PHONE
512.454.2433 FAX

www.TRCsolutions.com

November 17, 2017

Honorable Mayor and City Council
City of Elgin
310 North Main
Elgin, Texas 78621

Attn: Mr. Thomas Mattis, City Manager

RE: Lee Dildy and Roy Rivers Boulevard Extension
Bid Recommendation

Dear Mayor Cannon and Council Members:

Five (5) sealed bids were received at Elgin City Hall on October 31, 2017 at 11:00 A.M. for the above-referenced project. The bids ranged from $2,829,915.50 from Patin Construction LLC. of Taylor, Texas to $3,238,565.30 from Aaron Concrete Contractors, LP of Austin, Texas.

This project consists of the installation of a sixty (60') foot wide concrete roadway with medians (landscaped), RCP and RCB storm sewer, six (6') foot sidewalks, sanitary sewer and street lights. All necessary appurtenances will be incorporated into the construction.

The construction completion period is two hundred and seventy (270) consecutive calendar days.

It is recommended that Patin Construction LLC. be awarded the construction project in the amount of $2,829,915.50. TRC conducted background checks and interviews of the recommended Contractor. The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City. A detailed bid tabulation is attached for your reference.

If you have any other questions or comments, please do not hesitate to contact this office.

Sincerely,

K. Beau Perry, P.E.
Vice President

Enclosures

CITY OF ELGIN
Lee Dildy and Roy River Boulevard Extension
Bid Tabulation
October 31, 2017 - 11:00 AM

TRC

				Patin Construction, LLC 3800 W. 2nd Street Taylor, TX 76574		Chasco Constructors P.O. Box 1057 Round Rock, TX 78680		Smith Contracting Co., Inc. 15308 Ginger St Austin, TX 78728	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BID PROPOSAL								
P.1	Remove/Dispose 42" RCP	66	L.F.	$25.00	$1,650.00	$19.00	$1,254.00	$30.00	$1,980.00
P.2	Remove/Dispose 12" PVC Pipes	238	L.F.	$15.00	$3,570.00	$3.50	$833.00	$6.00	$1,428.00
P.3	Remove/Dispose Manhole	1	EA.	$1,000.00	$1,000.00	$635.00	$635.00	$300.00	$300.00
P.4	Remove/Dispose Tree (6"-12")	4	EA.	$500.00	$2,000.00	$380.00	$1,520.00	$350.00	$1,400.00
P.5	Remove/Dispose Tree (25"-36")	1	EA.	$500.00	$500.00	$1,370.00	$1,370.00	$1,400.00	$1,400.00
P.6	Remove/Dispose Headwalls	2	EA.	$1,000.00	$2,000.00	$550.00	$1,100.00	$650.00	$1,300.00
P.7	Remove/Dispose Barbed Wire Fence	817	L.F.	$2.50	$2,042.50	$1.50	$1,225.50	$1.25	$1,021.25
P.8	Remove/Dispose Rock Riprap	155	S.Y.	$10.00	$1,550.00	$7.00	$1,085.00	$15.00	$2,325.00
P.9	Remove/Dispose Concrete Pilot Channel	85	S.Y.	$10.00	$850.00	$4.00	$340.00	$27.00	$2,295.00
P.10	Remove/Dispose Concrete Weir/Slope Protection	60	S.Y.	$12.00	$720.00	$11.00	$660.00	$40.00	$2,400.00
P.11	Excavation/Subgrade Preparation (12")	21,481	S.Y.	$8.00	$171,848.00	$9.50	$204,069.50	$7.00	$150,367.00
P.12	9" Concrete Pavement	17,196	S.Y.	$54.00	$928,584.00	$52.00	$894,192.00	$60.00	$1,031,760.00
P.13	9" Stamped Reinforced Concrete Pavement	64	S.Y.	$400.00	$25,600.00	$75.00	$4,800.00	$150.00	$9,600.00
P.14	8" Crushed Limestone Flexible Base Material	22,048	S.Y.	$12.00	$264,576.00	$12.00	$264,576.00	$9.50	$209,456.00
P.15	4" Type D Hot Mix Asphaltic Concrete	477	S.Y.	$42.00	$20,034.00	$36.00	$17,172.00	$36.00	$17,172.00
P.16	Excavation/Subgrade Preparation (6")	567	S.Y.	$15.00	$8,505.00	$10.00	$5,670.00	$5.00	$2,835.00
P.17	Standard Pavement Header	57	L.F.	$12.00	$684.00	$13.00	$741.00	$50.00	$2,850.00
P.18	6" Concrete Curb	10,409	L.F.	$5.00	$52,045.00	$10.00	$104,090.00	$10.00	$104,090.00
P.19	2' wide x 2' deep Concrete Curb/Gutter	202	L.F	$25.00	$5,050.00	$22.00	$4,444.00	$36.00	$7,272.00
P.20	5" Thick Sidewalk	2,820	S.Y.	$45.00	$126,900.00	$40.00	$112,800.00	$50.00	$141,000.00
P.21	Density Tests	17	EA.	$600.00	$10,200.00	$1,040.00	$17,680.00	$135.00	$2,295.00
P.22	Type I Curb Ramp	4	EA.	$1,200.00	$4,800.00	$550.00	$2,200.00	$1,500.00	$6,000.00
P.23	TxDOT Type 21 Curb Ramp	2	EA.	$1,500.00	$3,000.00	$735.00	$1,470.00	$1,800.00	$3,600.00
P.24	Parallel Curb Ramp	4	EA.	$1,200.00	$4,800.00	$550.00	$2,200.00	$1,600.00	$6,400.00
P.25	8" SDR 26 PVC Sewer Pipe (10'-12')	158	L.F.	$55.00	$8,690.00	$70.00	$11,060.00	$70.00	$11,060.00
P.26	8" SDR 26 PVC Sewer Pipe (12'–14')	64	L.F.	$60.00	$3,840.00	$80.00	$5,120.00	$80.00	$5,120.00
P.27	4' Dia. Manhole	1	EA.	$5,500.00	$5,500.00	$3,600.00	$3,600.00	$4,500.00	$4,500.00
P.28	Extra Depth 4' Dia Manhole	7	V.F.	$400.00	$2,800.00	$365.00	$2,555.00	$300.00	$2,100.00
P.29	Connect to Existing Sewer	1	EA.	$5,000.00	$5,000.00	$2,200.00	$2,200.00	$3,200.00	$3,200.00
P.30	Manhole Adjustment	3	EA.	$300.00	$900.00	$185.00	$555.00	$400.00	$1,200.00
P.31	OSHA (Sanitary Sewer)	201	L.F.	$5.00	$1,005.00	$3.00	$603.00	$1.00	$201.00
P.32	Sanitary Sewer Video	201	L.F.	$5.00	$1,005.00	$6.00	$1,206.00	$2.50	$502.50
P.33	18" RCP Storm Sewer (0'–6')	383	L.F.	$50.00	$19,150.00	$49.00	$18,767.00	$54.00	$20,682.00
P.34	18" RCP Storm Sewer (6'–8')	76	L.F.	$50.00	$3,800.00	$49.00	$3,724.00	$63.00	$4,788.00
P.35	18" RCP Strom Sewer (45° Bend)	1	EA.	$55.00	$55.00	$170.00	$170.00	$330.00	$330.00
P.36	24" RCP Storm Sewer (0'–6')	194	L.F.	$60.00	$11,640.00	$83.00	$16,102.00	$72.00	$13,968.00

CITY OF ELGIN
Lee Dildy and Roy River Boulevard Extension
Bid Tabulation
October 31, 2017 - 11:00 AM

				Patin Construction, LLC 3800 W. 2nd Street Taylor, TX 76574		Chasco Constructors P.O. Box 1057 Round Rock, TX 78680		Smith Contracting Co., Inc. 15308 Ginger St Austin, TX 78728	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BID PROPOSAL								
P.37	24" RCP Storm Sewer (6'–8')	275	L.F.	$65.00	$17,875.00	$80.00	$22,000.00	$82.00	$22,550.00
P.38	24" RCP Storm Sewer (15° Bend)	1	EA.	$700.00	$700.00	$240.00	$240.00	$450.00	$450.00
P.39	30" RCP Storm Sewer (0'–6')	67	L.F.	$80.00	$5,360.00	$100.00	$6,700.00	$92.00	$6,164.00
P.40	30" RCP Storm Sewer (6' – 8')	309	L.F.	$85.00	$26,265.00	$100.00	$30,900.00	$106.00	$32,754.00
P.41	30" RCP Storm Sewer (15° Bend)	2	EA.	$850.00	$1,700.00	$350.00	$700.00	$640.00	$1,280.00
P.42	36" RCP Storm Sewer (0'–6')	86	L.F.	$90.00	$7,740.00	$100.00	$8,600.00	$115.00	$9,890.00
P.43	42" RCP Storm Sewer (6'–8')	392	L.F.	$95.00	$37,240.00	$160.00	$62,720.00	$160.00	$62,720.00
P.44	42" RCP Storm Sewer (8'–10')	83	L.F.	$100.00	$8,300.00	$190.00	$15,770.00	$180.00	$14,940.00
P.45	4' x 3' RCB Storm Sewer (0'–6')	58	L.F.	$120.00	$6,960.00	$180.00	$10,440.00	$268.00	$15,544.00
P.46	4' x 3' RCB Storm Sewer (6'–8')	37	L.F.	$130.00	$4,810.00	$180.00	$6,660.00	$300.00	$11,100.00
P.47	4' x 3' RCB Storm Sewer (8'–10')	36	L.F.	$140.00	$5,040.00	$180.00	$6,480.00	$307.00	$11,052.00
P.48	4' x 4' RCB Storm Sewer (0'–6')	14	L.F.	$140.00	$1,960.00	$205.00	$2,870.00	$335.00	$4,690.00
P.49	4' x 4' RCB Storm Sewer (6'–8')	61	L.F.	$150.00	$9,150.00	$205.00	$12,505.00	$315.00	$19,215.00
P.50	5' x 4' RCB Storm Sewer (6'–8')	68	L.F.	$250.00	$17,000.00	$245.00	$16,660.00	$386.00	$26,248.00
P.51	OSHA (Storm Sewer)	2,125	L.F.	$3.00	$6,375.00	$1.35	$2,868.75	$1.00	$2,125.00
P.52	5'x 5' TxDOT Manhole	6	EA.	$6,000.00	$36,000.00	$3,200.00	$19,200.00	$7,800.00	$46,800.00
P.53	7'x 7' TxDOT Manhole	1	EA.	$10,000.00	$10,000.00	$6,400.00	$6,400.00	$9,300.00	$9,300.00
P.54	10' Curb Inlet	11	EA.	$4,000.00	$44,000.00	$3,000.00	$33,000.00	$3,900.00	$42,900.00
P.55	TxDOT FW-0 Wingwall (5'x4' RCB)	1	EA.	$25,000.00	$25,000.00	$4,900.00	$4,900.00	$15,000.00	$15,000.00
P.56	TxDOT PW-1 Wingwall (4'x4' RCB)	2	EA.	$25,000.00	$50,000.00	$12,000.00	$24,000.00	$25,000.00	$50,000.00
P.57	Connect to Existing 18" Storm Sewer	1	EA.	$2,500.00	$2,500.00	$590.00	$590.00	$900.00	$900.00
P.58	Connect to Existing 24" Storm Sewer	1	EA.	$2,500.00	$2,500.00	$590.00	$590.00	$900.00	$900.00
P.59	Connect to Existing 30" Storm Sewer	1	EA.	$2,500.00	$2,500.00	$700.00	$700.00	$900.00	$900.00
P.60	18" RCP Plug	2	EA.	$650.00	$1,300.00	$270.00	$540.00	$64.00	$128.00
P.61	24" RCP Plug	1	EA.	$750.00	$750.00	$300.00	$300.00	$90.00	$90.00
P.62	30" RCP Plug	1	EA.	$850.00	$850.00	$330.00	$330.00	$109.00	$109.00
P.63	36" RCP Plug	1	EA.	$850.00	$850.00	$350.00	$350.00	$167.00	$167.00
P.64	Rock Riprap (150 lb–250 lb)	273	S.Y.	$50.00	$13,650.00	$80.00	$21,840.00	$78.00	$21,294.00
P.65	Channel Grading (Storm Sewer System A)	1	L.S.	$25,000.00	$25,000.00	$26,000.00	$26,000.00	$6,500.00	$6,500.00
P.66	Channel Grading (Storm Sewer System C dwnstrm)	1	L.S.	$5,000.00	$5,000.00	$5,400.00	$5,400.00	$6,500.00	$6,500.00
P.67	Channel Grading (Storm Sewer System C upstrm)	1	L.S.	$25,000.00	$25,000.00	$7,900.00	$7,900.00	$3,500.00	$3,500.00
P.68	TxDOT Type F Handrail	52	L.F.	$150.00	$7,800.00	$150.00	$7,800.00	$150.00	$7,800.00
P.69	Concrete Encasement for Manholes	8	EA.	$2,500.00	$20,000.00	$650.00	$5,200.00	$700.00	$5,600.00
P.70	4" White (Dashed) Reflective Pavement Markings	1,235	L.F.	$5.00	$6,175.00	$2.50	$3,087.50	$1.00	$1,235.00
P.71	4" Yellow (Solid) Reflective Pavement Markings	242	L.F.	$5.00	$1,210.00	$2.50	$605.00	$1.00	$242.00
P.72	8" White (Solid) Reflective Pavement Markings	411	L.F.	$6.00	$2,466.00	$3.50	$1,438.50	$2.05	$842.55

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				Patin Construction, LLC 3800 W. 2nd Street Taylor, TX 76574		Chasco Constructors P.O. Box 1057 Round Rock, TX 78680		Smith Contracting Co., Inc. 15308 Ginger St Austin, TX 78728	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BID PROPOSAL								
P.73	12" White (Solid) Reflective Pavement Markings	417	L.F.	$8.00	$3,336.00	$5.00	$2,085.00	$2.05	$854.85
P.74	24" White (Solid) Reflective Pavement Markings	64	L.F.	$25.00	$1,600.00	$8.00	$512.00	$7.00	$448.00
P.75	24" Yellow (Solid) Reflective Pavement Markings	71	L.F.	$25.00	$1,775.00	$8.00	$568.00	$7.00	$497.00
P.76	TxDOT (Blue) Reflective Pavement Markings	1	EA.	$15.00	$15.00	$14.00	$14.00	$15.00	$15.00
P.77	White Arrow Reflective Pavement Markings	4	EA.	$350.00	$1,400.00	$105.00	$420.00	$110.00	$440.00
P.78	Stop Signs (R1-1)	2	EA.	$350.00	$700.00	$275.00	$550.00	$290.00	$580.00
P.79	Pedestrian Signs (W11-2)	8	EA.	$450.00	$3,600.00	$250.00	$2,000.00	$250.00	$2,000.00
P.80	Down Arrow Signs (W16-7P)	8	EA.	$450.00	$3,600.00	$250.00	$2,000.00	$250.00	$2,000.00
P.81	Right Lane End Sign (W9-1)	1	EA.	$850.00	$850.00	$250.00	$250.00	$250.00	$250.00
P.82	Right Lane Ends Merge Left Sign (W9-27)	1	EA.	$350.00	$350.00	$250.00	$250.00	$250.00	$250.00
P.83	Street Stub Barricade	2	EA.	$50.00	$100.00	$1,600.00	$3,200.00	$1,700.00	$3,400.00
P.84	Installation/Removal Rock Berms	40	L.F.	$35.00	$1,400.00	$38.00	$1,520.00	$40.00	$1,600.00
P.85	Silt Fence	2,084	L.F.	$2.50	$5,210.00	$3.00	$6,252.00	$2.25	$4,689.00
P.86	Seeding (hydro-mulching) Bermuda Grass	10,900	S.Y.	$0.50	$5,450.00	$1.50	$16,350.00	$1.25	$13,625.00
P.87	Landscaping	1	L.S.	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
P.88	Erosion Control Logs	154	L.F.	$15.00	$2,310.00	$10.00	$1,540.00	$5.00	$770.00
P.89	Electrical Work	1	L.S.	$109,800.00	$109,800.00	$141,000.00	$141,000.00	$115,000.00	$115,000.00
P.90	Street Light Poles	64	EA.	$5,250.00	$336,000.00	$5,300.00	$339,200.00	$5,000.00	$320,000.00
P.91	Traffic Control Plan	1	L.S.	$2,500.00	$2,500.00	$15,000.00	$15,000.00	$10,000.00	$10,000.00
P.92	Mobilization	1	L.S.	$125,000.00	$125,000.00	$194,000.00	$194,000.00	$100,000.00	$100,000.00
P.93	Storm Water Pollution Prevention Plant	1	L.S.	$5,000.00	$5,000.00	$3,854.25	$3,854.25	$4,000.00	$4,000.00
	TOTAL BID PROPOSAL				**$2,829,915.50**		**$2,893,639.00**		**$2,895,046.15**

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				Cox Commercial Const. 2009 RR 620 N. #180 Austin, TX 78734		Aaron Concrete Contractors, LP P.O. Box 27107 Austin, TX 78755	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
	BID PROPOSAL						
P.1	Remove/Dispose 42" RCP	66	L.F.	$22.00	$1,452.00	$100.00	$6,600.00
P.2	Remove/Dispose 12" PVC Pipes	238	L.F.	$22.00	$5,236.00	$28.00	$6,664.00
P.3	Remove/Dispose Manhole	1	EA.	$1,000.00	$1,000.00	$1,100.00	$1,100.00
P.4	Remove/Dispose Tree (6"-12")	4	EA.	$1,700.00	$6,800.00	$350.00	$1,400.00
P.5	Remove/Dispose Tree (25"-36")	1	EA.	$2,000.00	$2,000.00	$1,500.00	$1,500.00
P.6	Remove/Dispose Headwalls	2	EA.	$1,100.00	$2,200.00	$750.00	$1,500.00
P.7	Remove/Dispose Barbed Wire Fence	817	L.F.	$2.50	$2,042.50	$2.00	$1,634.00
P.8	Remove/Dispose Rock Riprap	155	S.Y.	$16.00	$2,480.00	$30.00	$4,650.00
P.9	Remove/Dispose Concrete Pilot Channel	85	S.Y.	$13.00	$1,105.00	$35.00	$2,975.00
P.10	Remove/Dispose Concrete Weir/Slope Protection	60	S.Y.	$22.00	$1,320.00	$35.00	$2,100.00
P.11	Excavation/Subgrade Preparation (12")	21,481	S.Y.	$13.00	$279,253.00	$12.00	$257,772.00
P.12	9" Concrete Pavement	17,196	S.Y.	$60.00	$1,031,760.00	$58.00	$997,368.00
P.13	9" Stamped Reinforced Concrete Pavement	64	S.Y.	$140.00	$8,960.00	$100.00	$6,400.00
P.14	8" Crushed Limestone Flexible Base Material	22,048	S.Y.	$11.00	$242,528.00	$14.00	$308,672.00
P.15	4" Type D Hot Mix Asphaltic Concrete	477	S.Y.	$34.00	$16,218.00	$40.00	$19,080.00
P.16	Excavation/Subgrade Preparation (6")	567	S.Y.	$13.00	$7,371.00	$10.00	$5,670.00
P.17	Standard Pavement Header	57	L.F.	$20.00	$1,140.00	$18.00	$1,026.00
P.18	6" Concrete Curb	10,409	L.F.	$7.00	$72,863.00	$6.00	$62,454.00
P.19	2' wide x 2' deep Concrete Curb/Gutter	202	L.F	$21.00	$4,242.00	$36.00	$7,272.00
P.20	5" Thick Sidewalk	2,820	S.Y.	$55.00	$155,100.00	$53.00	$149,460.00
P.21	Density Tests	17	EA.	$150.00	$2,550.00	$265.00	$4,505.00
P.22	Type I Curb Ramp	4	EA.	$1,500.00	$6,000.00	$1,200.00	$4,800.00
P.23	TxDOT Type 21 Curb Ramp	2	EA.	$1,500.00	$3,000.00	$1,800.00	$3,600.00
P.24	Parallel Curb Ramp	4	EA.	$1,500.00	$6,000.00	$1,300.00	$5,200.00
P.25	8" SDR 26 PVC Sewer Pipe (10'-12')	158	L.F.	$80.00	$12,640.00	$36.00	$5,688.00
P.26	8" SDR 26 PVC Sewer Pipe (12'–14')	64	L.F.	$95.00	$6,080.00	$42.00	$2,688.00
P.27	4' Dia. Manhole	1	EA.	$6,500.00	$6,500.00	$4,500.00	$4,500.00
P.28	Extra Depth 4' Dia Manhole	7	V.F.	$175.00	$1,225.00	$310.00	$2,170.00
P.29	Connect to Existing Sewer	1	EA.	$4,000.00	$4,000.00	$2,500.00	$2,500.00
P.30	Manhole Adjustment	3	EA.	$1,500.00	$4,500.00	$690.00	$2,070.00
P.31	OSHA (Sanitary Sewer)	201	L.F.	$1.00	$201.00	$9.00	$1,809.00
P.32	Sanitary Sewer Video	201	L.F.	$10.50	$2,110.50	$2.60	$522.60
P.33	18" RCP Storm Sewer (0'–6')	383	L.F.	$65.00	$24,895.00	$74.00	$28,342.00
P.34	18" RCP Storm Sewer (6'–8')	76	L.F.	$70.00	$5,320.00	$76.00	$5,776.00
P.35	18" RCP Strom Sewer (45° Bend)	1	EA.	$1,000.00	$1,000.00	$720.00	$720.00
P.36	24" RCP Storm Sewer (0'–6')	194	L.F.	$75.00	$14,550.00	$92.00	$17,848.00

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				Cox Commercial Const. 2009 RR 620 N. #180 Austin, TX 78734		Aaron Concrete Contractors, LP P.O. Box 27107 Austin, TX 78755	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
	BID PROPOSAL						
P.37	24" RCP Storm Sewer (6'–8')	275	L.F.	$80.00	$22,000.00	$96.00	$26,400.00
P.38	24" RCP Storm Sewer (15° Bend)	1	EA.	$1,000.00	$1,000.00	$730.00	$730.00
P.39	30" RCP Storm Sewer (0'–6')	67	L.F.	$100.00	$6,700.00	$100.00	$6,700.00
P.40	30" RCP Storm Sewer (6' – 8')	309	L.F.	$105.00	$32,445.00	$103.00	$31,827.00
P.41	30" RCP Storm Sewer (15° Bend)	2	EA.	$1,000.00	$2,000.00	$760.00	$1,520.00
P.42	36" RCP Storm Sewer (0'–6')	86	L.F.	$140.00	$12,040.00	$160.00	$13,760.00
P.43	42" RCP Storm Sewer (6'–8')	392	L.F.	$160.00	$62,720.00	$190.00	$74,480.00
P.44	42" RCP Storm Sewer (8'–10')	83	L.F.	$165.00	$13,695.00	$195.00	$16,185.00
P.45	4' x 3' RCB Storm Sewer (0'–6')	58	L.F.	$210.00	$12,180.00	$225.00	$13,050.00
P.46	4' x 3' RCB Storm Sewer (6'–8')	37	L.F.	$230.00	$8,510.00	$240.00	$8,880.00
P.47	4' x 3' RCB Storm Sewer (8'–10')	36	L.F.	$240.00	$8,640.00	$240.00	$8,640.00
P.48	4' x 4' RCB Storm Sewer (0'–6')	14	L.F.	$245.00	$3,430.00	$275.00	$3,850.00
P.49	4' x 4' RCB Storm Sewer (6'–8')	61	L.F.	$255.00	$15,555.00	$280.00	$17,080.00
P.50	5' x 4' RCB Storm Sewer (6'–8')	68	L.F.	$300.00	$20,400.00	$325.00	$22,100.00
P.51	OSHA (Storm Sewer)	2,125	L.F.	$1.00	$2,125.00	$14.00	$29,750.00
P.52	5'x 5' TxDOT Manhole	6	EA.	$4,000.00	$24,000.00	$3,500.00	$21,000.00
P.53	7'x 7' TxDOT Manhole	1	EA.	$7,000.00	$7,000.00	$6,500.00	$6,500.00
P.54	10' Curb Inlet	11	EA.	$3,500.00	$38,500.00	$3,400.00	$37,400.00
P.55	TxDOT FW-0 Wingwall (5'x4' RCB)	1	EA.	$12,000.00	$12,000.00	$7,500.00	$7,500.00
P.56	TxDOT PW-1 Wingwall (4'x4' RCB)	2	EA.	$28,000.00	$56,000.00	$25,000.00	$50,000.00
P.57	Connect to Existing 18" Storm Sewer	1	EA.	$1,200.00	$1,200.00	$900.00	$900.00
P.58	Connect to Existing 24" Storm Sewer	1	EA.	$1,200.00	$1,200.00	$1,000.00	$1,000.00
P.59	Connect to Existing 30" Storm Sewer	1	EA.	$1,200.00	$1,200.00	$1,100.00	$1,100.00
P.60	18" RCP Plug	2	EA.	$500.00	$1,000.00	$825.00	$1,650.00
P.61	24" RCP Plug	1	EA.	$500.00	$500.00	$1,100.00	$1,100.00
P.62	30" RCP Plug	1	EA.	$500.00	$500.00	$1,200.00	$1,200.00
P.63	36" RCP Plug	1	EA.	$500.00	$500.00	$1,300.00	$1,300.00
P.64	Rock Riprap (150 lb–250 lb)	273	S.Y.	$80.00	$21,840.00	$70.00	$19,110.00
P.65	Channel Grading (Storm Sewer System A)	1	L.S.	$8,000.00	$8,000.00	$29,000.00	$29,000.00
P.66	Channel Grading (Storm Sewer System C dwnstrm)	1	L.S.	$8,000.00	$8,000.00	$10,000.00	$10,000.00
P.67	Channel Grading (Storm Sewer System C upstrm)	1	L.S.	$8,000.00	$8,000.00	$10,000.00	$10,000.00
P.68	TxDOT Type F Handrail	52	L.F.	$95.00	$4,940.00	$150.00	$7,800.00
P.69	Concrete Encasement for Manholes	8	EA.	$1,500.00	$12,000.00	$660.00	$5,280.00
P.70	4" White (Dashed) Reflective Pavement Markings	1,235	L.F.	$1.00	$1,235.00	$1.10	$1,358.50
P.71	4" Yellow (Solid) Reflective Pavement Markings	242	L.F.	$1.00	$242.00	$1.10	$266.20
P.72	8" White (Solid) Reflective Pavement Markings	411	L.F.	$2.00	$822.00	$3.00	$1,233.00

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				Cox Commercial Const. 2009 RR 620 N. #180 Austin, TX 78734		Aaron Concrete Contractors, LP P.O. Box 27107 Austin, TX 78755	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
	BID PROPOSAL						
P.73	12" White (Solid) Reflective Pavement Markings	417	L.F.	$3.10	$1,292.70	$4.00	$1,668.00
P.74	24" White (Solid) Reflective Pavement Markings	64	L.F.	$6.10	$390.40	$20.00	$1,280.00
P.75	24" Yellow (Solid) Reflective Pavement Markings	71	L.F.	$6.10	$433.10	$20.00	$1,420.00
P.76	TxDOT (Blue) Reflective Pavement Markings	1	EA.	$13.00	$13.00	$13.00	$13.00
P.77	White Arrow Reflective Pavement Markings	4	EA.	$100.00	$400.00	$300.00	$1,200.00
P.78	Stop Signs (R1-1)	2	EA.	$250.00	$500.00	$300.00	$600.00
P.79	Pedestrian Signs (W11-2)	8	EA.	$225.00	$1,800.00	$265.00	$2,120.00
P.80	Down Arrow Signs (W16-7P)	8	EA.	$225.00	$1,800.00	$54.00	$432.00
P.81	Right Lane End Sign (W9-1)	1	EA.	$225.00	$225.00	$290.00	$290.00
P.82	Right Lane Ends Merge Left Sign (W9-27)	1	EA.	$225.00	$225.00	$315.00	$315.00
P.83	Street Stub Barricade	2	EA.	$1,500.00	$3,000.00	$2,500.00	$5,000.00
P.84	Installation/Removal Rock Berms	40	L.F.	$25.00	$1,000.00	$37.00	$1,480.00
P.85	Silt Fence	2,084	L.F.	$3.00	$6,252.00	$3.00	$6,252.00
P.86	Seeding (hydro-mulching) Bermuda Grass	10,900	S.Y.	$0.30	$3,270.00	$0.30	$3,270.00
P.87	Landscaping	1	L.S.	$75,000.00	$75,000.00	$75,000.00	$75,000.00
P.88	Erosion Control Logs	154	L.F.	$10.00	$1,540.00	$10.00	$1,540.00
P.89	Electrical Work	1	L.S.	$75,000.00	$75,000.00	$135,000.00	$135,000.00
P.90	Street Light Poles	64	EA.	$5,800.00	$371,200.00	$4,600.00	$294,400.00
P.91	Traffic Control Plan	1	L.S.	$9,000.00	$9,000.00	$8,000.00	$8,000.00
P.92	Mobilization	1	L.S.	$240,000.00	$240,000.00	$270,000.00	$270,000.00
P.93	Storm Water Pollution Prevention Plant	1	L.S.	$5,000.00	$5,000.00	$1,600.00	$1,600.00
	TOTAL BID PROPOSAL				**$3,175,102.20**		**$3,238,565.30**

CONTRACTOR REFERENCE QUESTIONS

STREET/UTILITY CONTRACTOR – Patin Construction LLC

Reference from Bill Stablein with City of Round Rock, (512) 218-3237 on 11/07/17

1. Project Time:

    a. Was the construction started and completed on time? **Yes, the project started and was completed on time.**
    b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion? **No, there was no significant delay in final completion.**
    c. Were there any significant delays or work stoppages? **No, there were only minor delays**.
    d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner? **No, the contractor did not ask for time extensions unrelated to the change orders.**
    e. Other?

2. Project Budget:

    a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner? **There were only change orders from the Owner for finding conflicting utilities but none unrelated to that.**
    b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions? **No, they didn't have any issues with payment quantities matching field conditions.**
    c. Did the contractor pay his sub-contractors timely? **They did not use subcontractors on this project.**
    d. Were there any liens placed on the project from vendors or sub-contractors? **No there were no liens on the project.**
    e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.)? **Southwest Downtown Infrastructure Improvements – The project was similar in that it included widening a roadway, installing water, sewer and drainage. They also put up lighting and widened the sidewalks.**

4. Safety:

a. Were there any safety issues for the contractor's employees or safety issues with the public? **No, they didn't have any issues with safety of the Contractors employees or the public.**

5. General Problems/Issues:

   a. Did the contractor work well with the City/Engineer staffs? **Yes, the contractor worked well with the City staff.**
   b. Were there any significant issues with the contractor's employees dealing with the public? **No, they didn't have any issues.**
   c. Were there many complaints from the residents regarding the contractor? **No, they didn't have any major issues.**
   d. Did the contractor cleanup his work site sufficiently? **Yes, the contractor sufficiently cleaned up the worksite.**
   e. Was there excessive personnel turnover for the contractor's field workers? **No, there wasn't any excessive personnel turnover that he know of.**
   f. Were there any communication issues with the contractor's employees (ie. unable to speak English)? **There were no communication issues with the contractor.**

6. Would you hire this contractor again? **Yes, he said he would hire this contractor again.**

Reference from Joel Weaver with City of Georgetown, 512-931-7698 on 11/07/17

1. Project Time:
   a. Was the construction started and completed on time? **Yes, the project was stated and completed on time.**
   b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion? **No, there was no delay in final completion.**
   c. Were there any significant delays or work stoppages? **Yes, the city put a three month hold on the work for the Thanksgiving/Christmas season to accommodate the tourist business.**
   d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner? **The Owner added a change order for the Contractor to install additional electrical lines and conduits. The additional work was going to be a separate job but the City combined them to save cost.**
   e. Other?

2. Project Budget:
   a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner? **No, the contractor didn't request change orders.**
   b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions? **No, they didn't have any issues with payment quantities.**
   c. Did the contractor pay his sub-contractors timely? **The contractor did not have subcontractors on this project.**
   d. Were there any liens placed on the project from vendors or sub-contractors? **No, there were no liens on the project.**
   e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.)? **Tin Barn Alley and 8th Street- The project is similar to the proposed project, it contained placement of utilities, sidewalks, lighting, drainage and roadwork. For this project they redid the roadway, not construct a new one like the proposed. The utilities they did included water, wastewater, and electric that were less than 15 feet deep.**

4. Safety:

   a. Were there any safety issues for the contractor's employees or safety issues with the public? **There were no safety issues due to the contractor but there was a**

business owner that kept entering the construction zone. The contractor let the City know so they could handle the problem.

5. General Problems/Issues:

    a. Did the contractor work well with the City/Engineer staffs? **Yes, the contractor worked well with the city.**
    b. Were there any significant issues with the contractor's employees dealing with the public? **There were no significant issues dealing with the public, they worked with the City when they felt there was an issue with a business near the Work.**
    c. Were there many complaints from the residents regarding the contractor? **There were no complaints from nearby residents.**
    d. Did the contractor cleanup his work site sufficiently? **Yes, the contractor did a sufficient job with the cleanup.**
    e. Was there excessive personnel turnover for the contractor's field workers? **No, there wasn't any significant personnel turnover.**
    f. Were there any communication issues with the contractor's employees (ie. unable to speak English)? **No, the City didn't have any issues with communication with the contractor or their employees.**

6. Would you hire this contractor again? **Yes, they would like to hire them again given the opportunity.**

Reference from Patrick Stanchak with HEB Construction, 210-938-7911 on 11/06/17

1. Project Time:
   a. Was the construction started and completed on time? **Yes it was started and completed on time**.
   b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion? **They reached substantial completion on time and there wasn't any delays in final completion.**
   c. Were there any significant delays or work stoppages? **Continuous rain caused delays.**
   d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner? **HEB doesn't provide for rain days, said they were slowed down by the rain but worked well through the delay.**
   e. Other? **There is an issue with the drainage location they are trying to get fixed. The problem was on the Owners part but Patrick said he feels Patin should have caught the error.**

2. Project Budget:
   a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner? **There were no change orders and no additional work requested by the Owner**
   b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions? **No, there were no issues with the payment quantities matching the field conditions**.
   c. Did the contractor pay his sub-contractors timely? **Yes, they were required to pay them in a timely manner by the Owner.**
   d. Were there any liens placed on the project from vendors or sub-contractors? **No there weren't any liens placed on the project.**
   e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.)? **Muirfield and Gattis School - Yes, the project was similar in that they put in a road with traffic signal, water and sewer to the site of a new HEB development. The utilities were less than 10' deep from what they recalled but they weren't certain.**

4. Safety:
   a. Were there any safety issues for the contractor's employees or safety issues with the public? **No, they didn't have any issues with safety with their employees or with the public.**

5. General Problems/Issues:

    a. Did the contractor work well with the City/Engineer staffs? **Yes, Patrick mentioned that they worked very well with them. Said they worked 7 days a week trying to get the traffic signal up in time.**
    b. Were there any significant issues with the contractor's employees dealing with the public? **No, they didn't have any issues with the public**
    c. Were there many complaints from the residents regarding the contractor? **No, they didn't have any complaints from residents or nearby businesses.**
    d. Did the contractor cleanup his work site sufficiently? **Yes, Patrick thought they cleaned up sufficiently.**
    e. Was there excessive personnel turnover for the contractor's field workers? **No, he didn't know of any employees leaving.**
    f. Were there any communication issues with the contractor's employees (ie. unable to speak English)? **No communication issues with the contractor's employees, he did say there were Spanish speakers but it wasn't an issue.**

6. Would you hire this contractor again? **Yes, he thinks they did a great job on the project and would like to hire them again given the opportunity.**

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
Consideration of and possible action related to an Engagement Letter with McCall, Parkhurst & Horton L.L.P. for bond counsel services.

DEPARTMENT: Administration

PROPOSED ACTION:
This item is for consideration of the formal authorization of McCall, Parkhurst & Horton L.L.P to serve as Bond Counsel to the City of Elgin in connection with the issuance of bonds, certificates of obligation, notes or other obligations by the City

BACKGROUND:
As part of the formal process to issue debt, bonds, certificates of obligation, notes or other obligations to fund major capital improvement projects, local gioverenment agencies typically engage specialized legal counsel to guide that process through the myriad of legal requirements and documentation required by law. McCall, Parkhurst & Horton is a well-known firm of the highest reputation and has worked for the City in the past. All fees associated with their work are paid for out the proceeds from said debt issuance.

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

RECOMMENDATION:
Approval of the letter as provided, authorization the engagement of McCall, Parkhurst & Horton L.L.P to serve as Bond Counsel to the City of Elgin in connection with the issuance of bonds, certificates of obligation, notes or other obligations by the City

ATTACHMENTS:

Engagement Letter

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

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

McCALL
PARKHURST & HORTON

December 5, 2017

City of Elgin, Texas
310 North Main Street
Elgin, Texas 78621

Ladies and Gentlemen:

This engagement letter will outline our proposed services as Bond Counsel to the City of Elgin, Texas (the "City") in connection with the issuance of bonds, certificates of obligation, notes or other obligations by the City.

SERVICES

We will perform all usual and necessary legal services as Bond Counsel. Specifically, we will prepare and direct legal proceedings and perform other necessary legal services with reference to the authorization, sale, and delivery of the City's bonds, certificates of obligation, notes or other obligations referenced above (for convenience hereafter collectively referred to as "bonds"), including the following:

1. Consultation with the City, as appropriate, and any advisors in planning for bond issues, including consultations concerning federal tax considerations;

2. Preparation of all contracts, ordinances, resolutions, trust indentures, and other instruments pursuant to which bonds will be authorized, secured, sold and delivered in consultation with the City, the City's attorney, financial advisors, the underwriters and their counsel and any officials and consultants thereof;

3. Prepare any applicable election proceedings, if necessary, in connection with the bonds;

4. Draft the continuing disclosure undertaking of the City;

5. Attendance at meetings of the City, as appropriate, and with other representatives thereof to the extent required or requested with reference to the authorization and issuance of the bonds;

6. Preparation of all documents necessary to seek the approval of the Attorney General of Texas and the submission of such documents to the Attorney General for approval and to the Comptroller of Public Accounts for registration of the bonds as required by law;

7. Supervision of the printing and execution of the bonds and the delivery thereof to the initial purchaser of the bonds;

8. Subject to the completion of proceedings to our satisfaction, rendering our nationally accepted legal opinion (the "Bond Opinion") covering the validity of the bonds under Texas law and tax status of the interest thereon under federal income tax laws; and

9. Preparation of a transcript of all proceedings in connection with the issuance of the bonds.

Our Bond Opinion will be delivered by us on the date bonds are exchanged for their purchase price (the "Closing"). The City will be entitled to rely on our Bond Opinion.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the bonds. With regard to the issuance of bonds, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the bonds and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

The foregoing legal services as Bond Counsel do not include any direct responsibility for litigation of any kind. However, if during the issuance of the bonds any litigation should develop regarding the issuance of the bonds or the provisions made for their payment or security, we will consult, advise and cooperate with the City's attorney concerning any such litigation.

Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:

(a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(b) Preparing state securities law memoranda or investment surveys with respect to the bonds.

(c) Drafting state constitutional or legislative amendments.

(d) Pursuing test cases or other litigation.

(e) Making an investigation or expressing any view as to the creditworthiness of the City or the bonds.

(f) Except as described in paragraph 4 above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(g) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(h) Negotiating the terms of, or opining as to, any investment contract.

(i) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

In addition, our services as Bond Counsel do not include any direct responsibility for the "disclosure obligations" owed to the investing public under the federal securities laws and the various state securities laws. We will not be responsible for the preparation of any Official Statement and will not assume any responsibility with respect thereto nor undertake independently to verify any of the information therein, except that, in our capacity as bond counsel, we will review various statements in any Official Statement to verify that such statements conform to the provisions of the legal instruments and documents therein described.

The firm will undertake upon the request of the City such services as may be necessary to assist the City in satisfying the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The firm will undertake upon the request of the City such services as may be necessary to render a written opinion with respect to any matters relating to the compliance by the City with the ongoing disclosure or other compliance requirements of Rule 15c2-12, provided in connection with the delivery of the opinion.

Our services as Bond Counsel do not include any responsibility for investigating the financial condition and affairs of the City. Our Bond Opinion will contain a paragraph substantially to the effect that we have acted as Bond Counsel for the City for the sole purpose of rendering an opinion with respect to the legality and validity of the bonds under the Constitution and laws of the State of Texas, and with respect to the exemption of the interest on the bonds from federal income taxes, and for no other reason or purpose. The paragraph will also disclose that we have not been requested to investigate or verify, and have not investigated or verified, any records, data, or other material relating

to the financial condition or capabilities of the City, and have not assumed any responsibility with respect thereto.

COMPENSATION

Please see **Exhibit "A"** attached to this engagement letter for a proposed dollar cost fee estimate for the City.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the City in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

TERMINATION

This engagement may be terminated by either party upon thirty (30) days written notice; provided, however, if the City exercises the early termination, the City shall pay Bond Counsel all fees and expenses accrued to the date of such termination from the proceeds of future bond issues. There shall not be individual liability on any member of the City Council, or other official of the City, for the payment of any amounts due hereunder.

NO BOYCOTT OF ISRAEL

To the extent this engagement letter is a contract for goods or services, McCall, Parkhurst & Horton L.L.P. hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this engagement letter. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

GRIEVANCES

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complain against or dispute with a lawyer involves professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.

[Signature Pages Follow]

If the City finds this proposal to be satisfactory, we ask that a copy of this letter be signed and returned to us for our files. We look forward to working with the City.

Respectfully submitted,

McCall, Parkhurst & Horton L.L.P.

Carol D. Polumbo

The foregoing agreement is hereby accepted on behalf of the City of Elgin, Texas.

Date: _____, 2017.

By: _____
City Manager

EXHIBIT "A"
PROPOSED DOLLAR COST FEE ESTIMATE FOR THE CITY OF ELGIN, TEXAS

Transaction Type	General Fee	Premiums and Minimums
Base transaction fee ("BTF")	$7,500 for first $1,000,000; plus $1.00 per bond for amounts between $1 million and $25 million; plus $0.75 per bond amounts between $25 million and $ 50 million; plus $0.50 per bond amounts exceeding $50 million. Issuances in excess of $100 million will be negotiated per transaction.	$7,500 minimum for any issue.
Transactions involving bond elections	BTF	$4,000 added to first issuance of bonds under authority of the election, provided that if multiple elections were held before passage, add $2,000 to first issuance for each election held.
Refundings	BTF	25% added for advance refunding to account for additional tax work.
TWDB/USDA/RUS transactions	$17,500 for first $1 million; plus $5 dollars per bond for amounts between $1 million and $5 million; plus $2 dollars per bond for amounts over $5 million.	Fee calculated in accordance with the BTF; provided that a minimum fee of $17,500 shall be charged for transactions under $1 million.
Tax credit bonds (if authorized by Federal law)	$25,000 flat fee for issues up to $5 million plus $1 dollar per bond for amounts in excess of $5 million.	
Revenue transactions	BTF	$5,000 premium for first transaction under new financing structure.
Sales tax transactions	BTF	$12,000 minimum for transaction up to $4 million; $15,000 minimum for transactions over $4 million.
Public Improvement Districts	Fee to be negotiated.	$25,000 minimum.
Tax Increment Financings	2% of the par amount for first issuance proving up creation proceedings; thereafter, 1% of the par amount, but if the par amount is in excess of $5 million (in one or more series), the fee is to be negotiated.	$25,000 minimum.

Note: Bond amount is each $1,000 of the greater of principal amount or net proceeds to the City (principal amount + net premium). All fees are contingent on the successful closing of a transaction.

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
A RESOLUTION OF THE CITY OF ELGIN AMENDING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BASTROP COUNTY COMMISSIONERS COURT AND OTHER RELATED MATTERS REGARDING TAX INCREMENT REINVESTMENT ZONE NUMBER ONE.

DEPARTMENT: Administration

PROPOSED ACTION:
Recommended/requested by bond counsel; This item is a formal 'clean-up' item related to the First Amended Project Plan and Reinvestment Zone Financing Plan of the City of Elgin Reinvestment Zone Number One (TIRZ)

BACKGROUND:
Discussed at previous meetings; The City is on the verge of moving forward with construction of the long-discussed Lee Dildy Boulevard Project that will be funded through the City of Elgin Reinvestment Zone Number One (TIRZ). As part of our final due diligence in this regard, the staff, City Engineer, Financial Advisor and bond counsel have identified a variety of formal authorizations, amendments, and/or corrections that need to be addressed prior to formal/complete authorization of the project - and this is one of those items.

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

RECOMMENDATION:
Approval of the Resolution as presented; and as may be amended by Council

ATTACHMENTS:

Resolution

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

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

RESOLUTION NO. 2017-__-__-__

RESOLUTION OF THE CITY OF ELGIN AMENDING THE INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BASTROP COUNTY COMMISSIONERS COURT

WHEREAS, the City of Elgin, Texas, a municipal corporation and home-rule city of the State of Texas (the "City"), created the Elgin Reinvestment Zone Number One City of Elgin, Texas (the "Zone") pursuant to Chapter 311 of the Texas Tax Code (the "Act") and Ordinance No. 2012-11-06-26 (the "Zone Creation Ordinance"); and

WHEREAS, the Zone Creation Ordinance was subsequently amended by the City pursuant to Ordinance No. 2012-11-20-27 (the "1st Amending Ordinance") to allow restructuring of the Zone's Board of Directors (the "Board of Directors") and revisions to the Zone's Preliminary Reinvestment Zone Financing Plan (the "Preliminary Financing Plan"); and

WHEREAS, the 1st Amending Ordinance was amended by the City pursuant to Ordinance No. 2012-12-04-30 (the "2nd Amending Ordinance" and together with the Zone Creation Ordinance and the 1st Amending Ordinance, the "Zone Ordinances") to further restructure the Zone's Board of Directors; and

WHEREAS, in connection with the passage of the Zone Ordinances, the Board of Directors of the Zone submitted and the City Council (the "City Council") approved a Final Project Plan and Reinvestment Zone No. 1 (the "Final Financing Plan") specifying the obligations of the City, the County and the Zone to include participation levels for the Zone by the City and the County (with a cap not to exceed $1,100,000 for the County exclusive of cash contribution), respectively, amongst other requirements; and

WHEREAS, the City adopted Resolution No. 2012-12-18-23 authorizing the City to execute an Interlocal Agreement (defined below) by and between the County, the City and the Zone (acting by and through its Board of Directors) pursuant to Chapter 791 of the Texas Government Code and the Act; and

WHEREAS, the Interlocal Agreement among the City, County and the Zone was entered into on December 20, 2012 (the "Interlocal Agreement") and memorialized the participation levels for the Zone identified in the Final Financing Plan;

WHEREAS, the Board of Directors of the Zone and the City Council have amended the Final Financing Plan to update project and financing plans as well as the participation level of the City pursuant to a First Amended Project Plan and Reinvestment Zone Financing Plan adopted as of July 14, 2017 (the "First Amended Project Plan and Reinvestment Zone Financing Plan"); and

WHEREAS, the First Amended Project Plan and Reinvestment Zone Financing Plan identifies the City's participation level at (90% of tax rate) for tax years 2013-2021; (80% of tax rate) for the years 2022-2031; (70% tax rate) for the years 2032-2036 and (60% of tax rate) for the years 2037-2050; and

WHEREAS, the Interlocal Agreement requires adoption by the Board of Directors of the Zone and approval by the City Council and the Commissioners Court of the County of any amendment or revisions to the Final Financing Plan; and

WHEREAS, it is the intent of County to amend the Interlocal Agreement to correspond to the participation levels for the City identified in the First Amended Project Plan and Reinvestment Zone Financing Plan attached hereto as "Exhibit A" adopted by the Zone's Board of Directors and approved by the City Council.

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

1. The last sentence of the first paragraph of Section II of the Interlocal Agreement is hereby amended as follows:

   "The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund based on (90% of tax rate) for tax years 2013-2021; (80% of tax rate) for the years 2022-2031; (70% tax rate) for the years 2032-2036 and (60% of tax rate) for the years 2037-2050; and

2. The recitals contained in the preamble of this Resolution are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

3. The County participation level in the Zone has not changed and, except as amended herein, the Interlocal Agreement remains in full force and effect.

4. This Resolution shall be effective from and after the date of its passage.

[Execution Page Follows]

READ, PASSED AND ADOPTED on this ___ day of _____, 2017.

_____
Chris Cannon, Mayor
City of Elgin, Texas

ATTEST: _____
Amelia Sanchez, City Secretary
City of Elgin, Texas

"EXHIBIT A"

First Amended Project Plan and Reinvestment Zone Financing Plan

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
A MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM.

DEPARTMENT: Administration

PROPOSED ACTION:
Recommended/requested by bond counsel; This item is a formal 'clean-up' item related to the First Amended Project Plan and Reinvestment Zone Financing Plan of the City of Elgin Reinvestment Zone Number One (TIRZ)

BACKGROUND:
Discussed at previous meetings; The City is on the verge of moving forward with construction of the long-discussed Lee Dildy Boulevard Project that will be funded through the City of Elgin Reinvestment Zone Number One (TIRZ). As part of our final due diligence in this regard, the staff, City Engineer, Financial Advisor and bond counsel have identified a variety of formal authorizations, amendments, and/or corrections that need to be addressed prior to formal/complete authorization of the project - and this is one of those items.

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

RECOMMENDATION:
Approval of the Master Ordinance as presented; and as may or may not be amended by Council.

ATTACHMENTS:

Master Ordinance

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

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

ORDINANCE NO. 2017_____

MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM

Adopted December 5, 2017

ORDINANCE NO. 2017_____

MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM

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EXHIBIT A – Definitions

ORDINANCE NO. 2017 _____

MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM

THE STATE OF TEXAS §
COUNTIES OF BASTROP & TRAVIS §
CITY OF ELGIN §

WHEREAS, the City of Elgin, Texas, a municipal corporation and home-rule city of the State of Texas (the "City"), created the Elgin Reinvestment Zone Number One City of Elgin, Texas (the "Zone") pursuant to Chapter 311 of the Texas Tax Code (the "Act") and Ordinance No. 2012-11-06-26 (the "Zone Creation Ordinance"); and

WHEREAS, the Zone Creation Ordinance was subsequently amended by the City pursuant to Ordinance No. 2012-11-20-27 (the "1st Amending Ordinance") to allow restructuring of the Zone's Board of Directors (the "Board of Directors") and revisions to the Zone's Preliminary Reinvestment Zone Financing Plan (the "Preliminary Financing Plan"); and

WHEREAS, the 1st Amending Ordinance was amended by the City pursuant to Ordinance No. 2012-12-04-30 (the "2nd Amending Ordinance" and together with the Zone Creation Ordinance and the 1st Amending Ordinance, the "Zone Ordinances") to further restructure the Zone's Board of Directors; and

WHEREAS, in connection with the passage of the Zone Ordinances, the Board of Directors of the Zone submitted and the City Council (the "City Council") approved a Final Project Plan and Reinvestment Zone No. 1 (the "Final Financing Plan") specifying the obligations of the City, Bastrop County (the "County") and the Zone to include participation levels for the Zone by the City at 90% of tax rate and 90-75% of tax rate by the County (with a cap not to exceed $1,100,000 for the County exclusive of cash contribution), respectively, amongst other requirements; and

WHEREAS, the Board of Directors of the Zone and the City Council have amended the project and financing plans as well as the City participation levels for the Zone in the Final Financing Plan and the Interlocal Agreement, as hereinafter defined, for the City pursuant to a First Amended Project Plan and Reinvestment Zone Financing Plan adopted as of July 14, 2017 (the "First Amended Project Plan and Reinvestment Zone Financing Plan"); and

WHEREAS, in order to provide the City with greater financial flexibility, the City desires to establish a new Reinvestment Zone Number One Tax Increment Revenue Financing Program (the "Tax Increment Zone Number One Revenue Financing Program" or the "Financing Program") pursuant to which the City may issue obligations, including bonds, notes and other

public securities and execute credit agreements, secured by and payable from a pledge of and lien on all or part of the Security, as hereinafter defined; and

WHEREAS, Chapter 311, Texas Tax Code, as amended (the "Enabling Act"), authorizes the City to issue obligations secured by and payable from a pledge of and lien on all or part of the Security, and which obligations may be issued in multiple series and issues from time to time for one or more purposes authorized by law including to: (i) pay all or part of the costs authorized by the Enabling Act; (ii) create debt service reserve accounts; (iii) pay interest on obligations for the period authorized by State law; (iv) refund or cancel outstanding obligations; and (v) pay the City's costs of issuance; and

WHEREAS, the Debt, as hereinafter defined, issued pursuant to this Master Ordinance shall be secured by a lien upon the Tax Increment Account of the Zone, as hereinafter defined, and the City shall covenant herein not to issue other obligations payable from the Tax Increment Account with a lien superior to the lien created by this Master Ordinance; and

WHEREAS, simultaneously with the adoption of this Master Ordinance, the City is adopting the First Supplemental Ordinance ("First Supplement") to this Master Ordinance authorizing the initial series of obligations to be issued pursuant to the Financing Program in an aggregate principal amount of $_____; and

WHEREAS, the terms used in this Master Ordinance, including this preamble, and not otherwise defined shall have the meaning given in Exhibit "A" to this Master Ordinance attached hereto and made a part hereof.

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

Section 1. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT. As authorized by the Enabling Act and other applicable provisions of State law, the Reinvestment Zone Number One Tax Increment Revenue Financing Program is hereby established for the purpose of providing a new financing structure for the issuance of Debt by the City secured by and payable from a pledge of and lien on all or part of the Security. This Master Ordinance is intended to establish a master financing program under which Parity Debt of the Financing Program can be incurred. Each issue or series of Parity Debt shall be issued pursuant to a Supplement and no Parity Debt shall be issued unless the City has complied with this Master Ordinance. The City covenants that it will not issue obligations payable from the Tax Increment Account with a lien superior to the lien created by this Master Ordinance.

Each Supplement shall provide for the authorization, issuance, sale, delivery, form, characteristics, provisions of payment and redemption, and security of each issue or series of Parity Debt and any other matters related to Parity Debt not inconsistent with this Master Ordinance.

Section 2. SECURITY AND PLEDGE. (a) Pledge. Parity Debt shall be secured by and payable solely from a lien on and pledge of the following (collectively, the "Security"): (i)

all amounts in the Tax Increment Account and the Interest and Sinking Account; (ii) any additional account or subaccount that is subsequently established and so designated as being included within the Security pursuant to Section 3(f) hereof; (iii) all of the proceeds of the foregoing, including, without limitation, investments thereof; and (iv) any applicable Credit Agreement to the extent set forth in such Credit Agreement. With respect to any applicable series of Parity Debt, the term "Security" shall also include all amounts in any reserve account or subaccount applicable to such Parity Debt pursuant to Section 3(e) hereof, including any reserve fund surety policy or other Credit Agreement entered into for the benefit of such account or subaccount. The City hereby assigns and pledges the Security to the payment of the Annual Debt Service Requirements on Parity Debt including the obligations due under and in connection with any Credit Agreement, to the extent set forth therein and in the related Supplement, and the Security is further pledged to the establishment and maintenance of any accounts or subaccounts which may be provided to secure the repayment of Parity Debt including the obligations due under and in connection with any Credit Agreement, to the extent set forth therein and in the related Supplement, in accordance with this Master Ordinance and any Supplement.

(b) Credit Agreements. If then permitted pursuant to Chapter 1371, Texas Government Code, as amended, the City may execute and deliver one or more Credit Agreements (i) to additionally secure Parity Debt or an issue or series or part of any issue or series of Parity Debt or (ii) in connection with the authorization, issuance, sale, resale, security, exchange, payment, purchase, remarketing or redemption of Parity Debt or an issue or series or part of an issue or series of Parity Debt or interest on an issue or series or part of an issue or series of Parity Debt without regard to whether a Credit Agreement was contemplated, authorized or executed in relation to the initial issuance, sale or delivery of Parity Debt. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute: (i) Parity Debt secured by a pledge of the Security on parity with all Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to Parity Debt or (iii) partially on a parity with Parity Debt and partially as Subordinated Debt.

(c) Perfection. Chapter 1208, Texas Government Code, applies to the issuance of Parity Debt and the pledge of the Security granted by the City under this Section and in any applicable Supplement, and such pledge is therefore valid, effective, and perfected. If State law is amended at any time while Parity Debt is outstanding and unpaid such that the pledge of the Security granted by the City under this Section and in any applicable Supplement is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve for the owners of Parity Debt the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 3. ACCOUNTS. (a) Creation or Affirmation of Funds. The City hereby establishes and/or affirms the creation of the following funds or accounts:

(i) the Tax Increment Fund or Account (the "Tax Increment Account");

(ii) the Tax Increment Interest and Sinking Account (the "Interest and Sinking Account"); and

(iii) the Tax Increment Bond Proceeds Account (the "Bond Proceeds Account").

(b) Tax Increment Account. Subject to the provisions of Section 4 of this Master Ordinance, moneys in the Tax Increment Account may be used for any lawful purpose authorized pursuant to the Enabling Act and other State law.

(c) Interest and Sinking Account. Moneys in the Interest and Sinking Account shall be used to pay amounts due on or with respect to Parity Debt, including the principal of, premium, if any, and interest on Parity Debt as the same become due and payable (whether at Stated Maturity or upon prior redemption), and the City shall maintain such account as long as Parity Debt is Outstanding.

(d) Bond Proceeds Account. Proceeds from the issuance of Parity Debt shall be deposited from time to time upon the issuance of such Parity Debt as provided by the applicable Supplement into the Bond Proceeds Account, or any subaccount thereof created with respect to such Parity Debt. Such proceeds and the interest thereon shall remain in the Bond Proceeds Account or applicable subaccount thereof until expended to accomplish the purposes for which such Parity Debt was issued or until otherwise utilized as provided in the applicable Supplement. Amounts in the Bond Proceeds Account do not constitute Security.

(e) Reserve Accounts or Subaccounts. The City may establish a reserve account and/or any other account or subaccount pursuant to the provisions of the applicable Supplement for the purpose of paying or securing a particular issue or series of Parity Debt or any specific group of issues or series of Parity Debt and the amounts, once deposited into said accounts or subaccounts, shall no longer constitute Security for all Parity Debt but shall be held solely for the benefit of the owners of the particular issue or series or group of issues or series of Parity Debt for which such account or subaccount was established. Each such account or subaccount shall be designated in such manner as is necessary to identify the Parity Debt it secures and to distinguish such account or subaccount from any other accounts created for the benefit of any other Parity Debt. Any such reserve accounts or subaccounts shall be established in the Supplement related to such series or issue of Parity Debt. The City may, in its discretion, provide in the applicable Supplement for a surety bond, insurance policy or other Credit Agreement, to the extent then authorized by State law, to be held for the benefit of such a reserve account or subaccount.

(f) Other Accounts. The City reserves the right to establish, in connection with the issuance of Parity Debt or for other purposes, one or more additional accounts or subaccounts for such other purposes as the City may determine from time to time. The City may, at its option, declare in the action establishing the account or subaccount that the amounts in such additional account or subaccount will be either included within or excluded from the Security.

Section 4. FLOW OF FUNDS. All Tax Increment shall be deposited in the Tax Increment Account immediately upon receipt by the City. All Tax Increment is hereby and

shall be appropriated, deposited, and transferred from the Tax Increment Account to the other accounts and subaccounts to the extent required for the following uses and in the order of priority shown:

FIRST: to the payment of amounts required to be deposited and credited to the Interest and Sinking Account to meet all financial obligations of the City relating to the Financing Program, including payments then coming due on or with respect to the payment of Parity Debt as the same mature or come due;

SECOND: pro rata, on the basis that the Outstanding Principal Amount of each particular issue or series of Parity Debt secured by a reserve account bears to the aggregate Outstanding Principal Amount of all such issues or series of such Parity Debt secured by any reserve account, to the payment of the amounts required to be deposited and credited to each reserve account created and established to maintain a reserve in accordance with the provisions of any Supplement relating to the issuance of any Parity Debt;

THIRD: any amounts to be deposited into any other fund, account or subaccount to the extent required pursuant to the provisions of any Supplement relating to the issuance of Parity Debt;

FOURTH: to the extent required by any resolution or other instrument adopted or approved by the City pursuant to which Subordinated Debt is issued, the amount necessary to meet all financial obligations on such Subordinated Debt and to accumulate or restore any required reserves to ensure payment of such principal, premium, and interest shall be deposited to any account or subaccount created for such purpose; and

FIFTH: all remaining Tax Increment shall be retained in the Tax Increment Account and may be used for any lawful purpose authorized pursuant to the Enabling Act, the Financing Program and other State law.

Section 5. GENERAL REPRESENTATIONS AND COVENANTS. The City further represents, covenants and agrees that while Parity Debt or interest thereon is Outstanding:

(a) Payment of Parity Debt. The City will duly and punctually pay solely from the Security, (i) the Annual Debt Service Requirements on, and other payments with respect to, each and every Parity Debt on the dates and at the places, as such Parity Debt accrues or matures, or becomes subject to mandatory redemption prior to maturity and such payments will be made in the manner provided in said Parity Debt and the Supplement governing its issuance, according to the true intent and meaning thereof and (ii) the fees and expenses related to Parity Debt, including the fees and expenses of the Paying Agent and any registrar, trustee, remarketing agent, tender agent, or credit provider.

(b) Performance. The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Master Ordinance and in each

Supplement, and in each and every Parity Debt or evidence thereof and will take such action as is reasonably possible to perform each and every duty with respect to the Parity Debt.

(c) Redemption. The City will duly cause to be called for redemption prior to maturity, and will cause to be redeemed prior to maturity, all Parity Debt which by its terms is mandatorily required to be redeemed prior to maturity, when and as required.

(d) Determination of Annual Debt Service Requirements. For all purposes of this Master Ordinance, the judgment of the Chief Financial Officer shall be deemed final in the determination of the Annual Debt Service Requirements of the Financing Program.

(e) Lawful Authority. The City is lawfully authorized to pledge the Security herein pledged in the manner prescribed herein and has lawfully exercised such right.

(f) Preservation of Lien. Subject to the conditions set forth in subsection (g) of this Section and in Section 6 of this Master Ordinance, the City (i) will not do or suffer any act or thing whereby the pledge of the Security might or could be impaired and (ii) will take all actions to the extent necessary to ensure that the City does not do or suffer any act or thing whereby the pledge of the Security might or could be impaired.

(g) No Additional Encumbrance. The City shall not incur additional Debt secured by the Security in any manner, except as permitted by this Master Ordinance in connection with Parity Debt, unless said Debt is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Master Ordinance and any Supplement. Any Debt incurred by the City without satisfying the conditions for the issuance of Parity Debt, as set forth in this Master Ordinance, is hereby declared to be Subordinated Debt junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Master Ordinance and any Supplement whether such status is noted or not. The Interlocal Agreement, or any amendments to such Interlocal Agreement made after the adoption of this Master Ordinance does not constitute Debt for purposes of this subsection (g).

(h) Investments and Security. Moneys in all accounts and subaccounts established pursuant to this Master Ordinance and any Supplement will be held uninvested or invested and secured in the manner prescribed by State law for such funds and in accordance with the applicable Supplement and written policies adopted by the City. The investments of each account and subaccount shall be made under conditions that will timely provide money sufficient to satisfy the City's obligations hereunder and under any Supplement. Money in all accounts and subaccounts established pursuant to this Master Ordinance and any Supplement may be combined for investment purposes, as directed by the City. Such treatment does not constitute a commingling of the money in such accounts and subaccounts and the City shall keep or cause to be kept full and complete records indicating the money, investments and securities credited to each such account and subaccount. Any profits or losses from investments shall be credited or charged, respectively, on a pro rata basis among the accounts and other sources of money from which such investment was made.

(i) Records; Annual Audit. The City will keep proper books of record and account in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the Zone. Each year while any Parity Debt is Outstanding, the City covenants that as soon as practicable beginning with the end of the first Fiscal Year in which Parity Debt is issued, it will prepare or cause to be prepared a financial report of the Zone for such Fiscal Year in accordance with generally accepted accounting principles, certified by a Certified Public Accountant which report may be contained as part of the City's financial report. The City shall file or make available such audited financial report as required by each Supplement. In addition, a copy of each such audited financial report shall be retained on file in the City's finance office and open to the inspection of the owners of Parity Debt, and their respective agents and representatives, at all reasonable times during regular business hours, for at least 365 days following the preparation thereof.

(j) Inspection of Records. The City will permit any owner or owners of twenty-five percent (25%) or more of the then Outstanding Principal Amount of Parity Debt at all reasonable times to inspect all records, accounts, and data of the City relating to the Zone and the Financing Program, except such records as federal or State law may designate as privileged and exempt from disclosure.

Section 6. ISSUANCE OF PARITY DEBT.

(a) General. The City reserves and shall have the right and power to issue or incur Parity Debt for any purpose authorized by State law, including the refunding of Parity Debt, Subordinated Debt, or other obligations of the City issued to finance the costs of a project authorized to be financed under the Financing Program, pursuant to the provisions of this Master Ordinance and Supplements to be hereafter authorized. The City hereby covenants and agrees to comply with all constitutional and statutory requirements of State law and, to the extent applicable, federal law governing the issuance of Parity Debt.

(b) Parity Debt. Provided that the City is in compliance with the requirements of any then applicable provisions of State law, the City may from time to time incur, assume, guarantee, or otherwise become liable in respect of Parity Debt if, in the applicable Supplement, the City finds that, upon the issuance of such Parity Debt, the Security will be sufficient to meet the financial obligations relating to the Financing Program, including Security in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. In addition, the City shall not issue or incur such Parity Debt unless (i) an Authorized Representative shall deliver to the City an Officer's Certificate stating that, to the best of his or her knowledge, the City, has not failed to comply with the covenants contained in this Master Ordinance and any Supplement, to any material extent, and are not in default, to any material extent, in the performance and observance of any of the terms, provisions, and conditions hereof, thereof or under any Credit Agreement that constitutes Parity Debt and (ii) the Chief Financial Officer signs and delivers to the City a written certificate to the effect that, during either the next preceding Fiscal Year, or any twelve consecutive calendar month period ending not more than ninety days prior to the date of the then proposed Parity Debt, the Tax Increment were, in the opinion thereof, at least equal to the sum of 1.50 times the average Annual Debt Service

Requirements (computed on a Fiscal Year basis) of the Parity Debt and Subordinate Debt to be outstanding after the issuance of the then proposed Parity Debt.

(c) Credit Agreements. To the extent permitted by law, the City may execute and deliver one or more Credit Agreements (i) upon the delivery to the City of the Chief Financial Officer's Certificate to the effect that the Credit Agreement is in the best interest of the City and (ii) compliance with the requirements of subsection (b) of this Section or this subsection (c), as the case may be, if the Credit Agreement is to constitute Parity Debt. Each Credit Agreement shall be approved by the City, to the extent required by law, either pursuant to a Supplement or by other action. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) Parity Debt secured by a pledge of the Security on parity with other Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to Parity Debt, or (iii) partially Parity Debt and partially Subordinated Debt.

(d) Non-Recourse Debt and Subordinated Debt. Non-Recourse Debt and Subordinated Debt may be incurred by the City in accordance with State law.

Section 7. WAIVER OF CERTAIN COVENANTS. The City may omit in any particular instance to comply with any covenant or condition set forth in Sections 5 and 6 hereof if before or after the time for such compliance the Holders of the same percentage in Outstanding Principal Amount, the consent of which would be required to amend the applicable provisions to permit such noncompliance, shall either waive such compliance in the particular instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived and, until such waiver shall become effective, the obligations of the City and the duties of the City in respect of any such covenant or condition shall remain in full force and effect. For the purpose of this Section, the City may determine in each Supplement the treatment of who may act as an "owner," "Holder," or "Bondholder" and other matters relating to such Parity Debt, including designating any municipal bond insurance company providing an insurance policy on the payment of Parity Debt or the provider under a Credit Agreement as the sole owner of such Parity Debt.

Section 8. INDIVIDUALS NOT LIABLE. All covenants, stipulations, obligations, and agreements of the City contained in this Master Ordinance and any Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing Program, the Zone and the City to the full extent authorized or permitted by State law. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council or agent or employee of the City in his or her individual capacity and neither the members of the City Council, nor any officer, employee, or agent of the City shall be liable personally on Parity Debt when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 9. SPECIAL OBLIGATIONS; ABSOLUTE OBLIGATION TO PAY PARITY DEBT. All Parity Debt and the interest thereon shall constitute special obligations of the City payable from the Security and the owners of Parity Debt shall never have the right to demand payment out of funds raised or to be raised by taxation, or from any source other than

those specified in this Master Ordinance or any Supplement. The obligation of the City to pay or cause to be paid the amounts payable under this Master Ordinance and each Supplement out of the Security shall be absolute, irrevocable, complete, and unconditional, and the amount, manner, and time of payment of such amounts shall not be decreased, abated, rebated, setoff, reduced, abrogated, waived, diminished, or otherwise modified in any manner or to any extent whatsoever, regardless of any right of setoff, recoupment, or counterclaim that the City might otherwise have against any owner or any other party and regardless of any contingency, force majeure, event, or cause whatsoever and notwithstanding any circumstance or occurrence that may arise or take place before, during, or after the issuance of Parity Debt while any Parity Debt is outstanding.

Section 10. DEFAULTS AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Master Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any Debt when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Debt, including, but not limited to, their prospect or ability to be repaid in accordance with this Master Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Master Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Debt then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Debt or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other

provision of this Master Ordinance, the right to accelerate the Debt shall not be available as a remedy under this Master Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of Debt authorized under this Master Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Master Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Master Ordinance, or because of any Event of Default or alleged Event of Default under this Master Ordinance.

Section 11. DEFEASANCE OF PARITY DEBT. Each Supplement authorizing Parity Debt may provide by its respective terms the circumstances and conditions under which such Parity Debt may be considered Defeased Debt.

Section 12. AMENDMENT OF MASTER ORDINANCE. (a) Amendment Without Consent. This Master Ordinance and the rights and obligations of the City and of the owners of the Outstanding Parity Debt may be modified or amended at any time without notice to or the consent of any owner of the Outstanding Parity Debt, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City contained in this Master Ordinance, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Master Ordinance;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Master Ordinance, upon receipt by the City of an approving Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Master Ordinance;

(iii) To supplement the Security for the Outstanding Parity Debt in accordance with the Constitutional Provision and State law;

(iv) To make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of Outstanding Parity Debt;

(v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of a series or issue of Parity Debt, which changes or

amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the Outstanding Parity Debt; or

(vi) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Parity Debt, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the Outstanding Parity Debt.

(b) Amendments With Consent. Subject to the provisions of Section 12(g) of this Master Ordinance, the owners of Outstanding Parity Debt aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Master Ordinance which may be deemed necessary or desirable by the City; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Parity Debt (unless such amendment shall be determined by the City to affect only the owners of certain Parity Debt, in which case such amendment shall not be made without the approval of the owners so affected), the amendment of the terms and conditions in this Master Ordinance so as to:

(i) Grant to the owners of any Outstanding Parity Debt a priority over the owners of any other Outstanding Parity Debt; or

(ii) Materially adversely affect the rights of the owners of less than all Parity Debt then Outstanding; or

(iii) Change the minimum percentage of the Outstanding Principal Amount necessary for consent to such amendment; or

(iv) Make any change in the maturity of any Outstanding Parity Debt; or

(v) Reduce the rate of interest borne by any Outstanding Parity Debt; or

(vi) Reduce the amount of the principal payable on any Outstanding Parity Debt; or

(vii) Modify the terms of payment of the amounts required to meet any financial obligations of the City relating to the Financing Program, including payments due on or with respect to the payment of any Outstanding Parity Debt, or impose any conditions with respect to such; or

(viii) Amend this subsection (b) of this Section.

(c) Notice. If at any time the City shall desire to amend this Master Ordinance pursuant to subsection (b) of this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York (including, but not limited to, The Bond Buyer or The Wall Street Journal) or in the State (including, but not limited to, The Texas Bond Reporter), once during each calendar week

for at least two successive calendar weeks or disseminated by electronic means customarily used to convey notices of redemption. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of each Registrar for any Parity Debt for inspection by all owners of Parity Debt. Such publication is not required, however, if the City gives or causes to be given such notice in writing, by certified mail, to each owner of Parity Debt. A copy of such notice shall be provided in writing to each national rating agency maintaining a rating on any Parity Debt.

(d) Receipt of Consents. With respect to any amendment undertaken pursuant to subsection (b) above, whenever at any time the City shall receive an instrument or instruments executed by all of the owners or the owners of a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the City may adopt the amendatory resolution in substantially the same form.

(e) Effect of Amendments. Upon the adoption by the City of any resolution to amend this Master Ordinance pursuant to the provisions of this Section, this Master Ordinance shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the City and all the owners of then Outstanding Parity Debt and all future Parity Debt shall thereafter be determined, exercised, and enforced under this Master Ordinance, as amended.

(f) Consent Irrevocable. Any consent given by any owner of Parity Debt pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section or the date of such consent, whichever is later, and shall be conclusive and binding upon all future owners of the same Parity Debt during such period. Such consent may be revoked at any time after the applicable period of time that a consent is irrevocable by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar for such Parity Debt and the City, but such revocation shall not be effective if the owners of the requisite amount of the Outstanding Principal Amount, prior to the attempted revocation, consented to and approved the amendment. Notwithstanding the foregoing, any consent given by an owner at the time of and in connection with the initial sale or incurrence of an issue or series Parity Debt by the City shall be irrevocable.

(g) Ownership. For the purpose of this Section, the City may determine in each Supplement the treatment of who may act as an "owner," "Holder," "Bondholder," or "Registered Owner" and other matters relating to all Parity Debt, including designating any municipal bond insurance company providing an insurance policy on the payment of Parity Debt or the provider under a Credit Agreement as the sole owner of such Parity Debt.

(h) Amendments of Supplements. Each Supplement shall contain provisions governing the ability of the City to amend such Supplement; provided, however, that no amendment may be made to any Supplement for the purpose of granting to the owners of Outstanding Parity Debt under such Supplement a priority over the owners of any other Outstanding Parity Debt.

Section 13. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS. This Master Ordinance shall become effective immediately and all resolutions and all parts of any ordinances and resolutions which are in conflict or inconsistent with this Master Ordinance are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 14. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Master Ordinance on the part of the City should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Master Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Master Ordinance, but the Holders shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 15. FURTHER PROCEDURES. Each Authorized Representative and the other officers, employees, and agents of the City, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the intent, the terms, and the provisions of this Master Ordinance, including with respect to the initial issuance of Parity Debt, approving any technical changes or corrections to this Master Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated by this Master Ordinance, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of a municipal bond insurer insuring such Parity Debt or a provider under a Credit Agreement related to such Parity Debt, or (iii) obtain the approval of such Parity Debt by the State's Attorney General's Office.

Section 16. RULES OF INTERPRETATION. For purposes of this Master Ordinance, except as otherwise expressly provided or the context otherwise requires:

(a) The words "herein," "hereof" and "hereunder" and other similar words refer to this Master Ordinance as a whole and not to any particular Article, Section, or other subdivision.

(b) The definitions in a Section are applicable whether the terms defined are used in the singular or the plural.

(c) All accounting terms that are not defined in this Master Ordinance have the meanings assigned to them in accordance with then applicable accounting principles.

(d) Any pronouns used in this Master Ordinance include both the singular and the plural and cover both genders.

(e) Any terms defined elsewhere in this Master Ordinance have the meanings attributed to them where defined.

(f) The captions or headings are for convenience only and in no way define, limit or describe the scope or intent, or control or affect the meaning or construction, of any provisions or sections hereof.

(g) Any references to Section numbers are to Sections of this Master Ordinance unless stated otherwise.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective on this ___ day of _____, 2017.

_____
Mayor
City of Elgin, Texas

ATTEST:

_____
City Secretary
City of Elgin, Texas

APPROVED AS TO LEGALITY:

_____
City Attorney
City of Elgin, Texas

[SEAL]

EXHIBIT "A"

DEFINITIONS

As used in this Master Ordinance the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Annual Debt Service Requirements" means, for any Fiscal Year, (i) the principal of, premium, if any, and interest on all Parity Debt coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the City on such Parity Debt, or be payable in respect of any required purchase of such Parity Debt by the City) plus (ii) all payments required to be made by the City under each Credit Agreement constituting Parity Debt (net of any credits as provided in (7) below) in such Fiscal Year, and minus (iii) all amounts on deposit to the credit of the Interest and Sinking Account from original proceeds from the sale of Parity Debt or from any other lawfully available source (other than moneys that would constitute Security in the subject annual period) and, for such purposes, any one or more of the following rules shall apply at the election of the City; provided, however, that this definition shall never be applied in a manner which results in Annual Debt Service Requirements for any Fiscal Year being an amount that is less than the aggregate amount actually required to be paid in such Fiscal Year with respect to Outstanding Parity Debt:

(1) Committed Take Out. If the City has entered into a Credit Agreement constituting Parity Debt and constituting a binding commitment within normal commercial practice, from any bank, savings and loan association, insurance company, or similar institution to discharge any of its Funded Debt at its Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Funded Debt at any date on which such debt is subject to required purchase, all pursuant to arrangements whereby the City's obligation to repay the amounts advanced for such discharge or purchase constitutes Funded Debt, then the portion of the Funded Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Funded Debt incurred for such discharge or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Funded Debt to be discharged or purchased, shall be added to such calculation, and the remaining provisions of this definition shall be applied to such added Funded Debt;

(2) Balloon Debt. If the principal, including the accretion of interest resulting from original issue discount or compounding of interest (collectively, "Principal"), of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the City) in any Fiscal Year either is equal to at least 25% of the total Principal of such Funded Debt or exceeds by more than 50% the greatest amount of Principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such Principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein as "Balloon Debt"), the amount of Principal of such Balloon

Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the Principal of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(3) Consent Sinking Fund. In the case of Balloon Debt (as defined in clause (2) above), if an Authorized Representative shall deliver to the City an Officer's Certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such Officer's Certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other payments due on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (3) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such debt on or before the times required by such schedule; and provided further that this clause (3) shall not apply where the City has elected to apply the rule set forth in clause (2) above;

(4) Prepaid Debt. Principal of, premium, if any, and interest on Parity Debt, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal, premium, if any, or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including, without limitation, capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Parity Debt;

(5) Variable Rate. As to any Parity Debt that bears interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement, at the election of the City, the interest rate for such Parity Debt shall be determined to be either (i) an interest rate equal to the average rate borne by such Parity Debt (or by comparable debt in the event that such Parity Debt has not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, (ii) if the Parity Debt bears interest at tax-exempt rates, an interest rate equal to the 24 month average of the Bond Market Association Bond Index (as most recently published in The Bond Buyer), unless such index is no longer published in The Bond Buyer, in which case the index to be used in its place shall be that index which the City determines most closely replicates such index as set forth in a certificate of an Authorized Representative, (iii) if the Parity Debt bears interest at taxable rates, an interest rate equal to the rate of the 30 day London Interbank Offered Rate, (iv) that interest rate which, in the judgment of the Chief Financial Officer, based, to the extent possible, upon an accepted market index which corresponds with the provisions of the subject Parity Debt, is the average rate anticipated to be in effect with respect to such

Parity Debt or (v) that interest rate which, in the judgment of the Chief Financial Officer, based upon the interest rate methodology in the applicable Credit Agreement if calculating payments under a Credit Agreement in accordance with paragraph 7 of this definition, is the average rate anticipated to be in effect;

(6) Short-Term Obligations. Notwithstanding anything in the foregoing to the contrary, with respect to any Parity Debt issued as Short-Term Obligations, the debt service on such Parity Debt shall be calculated assuming that such Parity Debt will be refunded and refinanced to mature over a 20-year period with level principal requirements and bearing interest at then current market rates; provided, however, that to the extent permitted by law, if in the judgment of the Chief Financial Officer, as set forth in an Officer's Certificate delivered to the City, the result of the foregoing calculation is inconsistent with the reasonable expectations of the City, the interest on such Parity Debt shall be calculated in the manner provided in clause (5) of this definition and the maturity schedule shall be calculated in the manner provided in clause (2) of this definition; and

(7) Credit Agreement Payments. If the City has entered into a Credit Agreement in connection with an issue of Parity Debt, payments due under any such Credit Agreement (other than payments for fees and expenses) from either the City or the provider of a Credit Agreement shall be included in such calculation, except to the extent that the payments are already taken into account under clauses (1) through (6) above and any payments otherwise included under clauses (1) through (6) above which are to be replaced by payments under such a Credit Agreement, from either the City or the provider under a Credit Agreement, shall be excluded from such calculation.

"Assistant City Manager" means the Assistant City Manager of the City.

"Authorized Representative" means the City Manager (including by acting as interim City Manager), Assistant City Manager, Chief Financial Officer or such other individuals so designated by the City to perform the duties of an Authorized Representative under this Master Ordinance.

"Bond Proceeds Account" has the meaning assigned to that term in Section 3(d) hereof.

"Captured Appraised Value" means, with respect to each Taxing Unit in each year, the total appraised value of property for that year less the Tax Increment Base of the unit.

"Certified Public Accountant" means a certified public accountant or firm or corporation of certified public accountants, selected by the City, which in the case of an individual is not a member of the City Council or an employee of the City, and in the case of a firm or corporation does not have a partner, director, officer, or employee who is a member of the City or a director, officer, or employee of the City.

"Chief Financial Officer" means the Finance Director of the City or such other officer or employee of the City or such other individual so designated by the City to perform the duties of Chief Financial Officer under this Master Ordinance.

"City" means the City of Elgin, Texas.

"City Manager" means the City Manager of the City.

"Code" means the Internal Revenue Code of 1986, as amended, and the rulings, regulations, and procedures (including temporary, proposed, and final regulations and procedures) promulgated thereunder.

"Constitutional Provision" means Article VIII, Section 1-g of the Texas Constitution.

"Credit Agreement" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Debt, purchase or sale agreements, interest rate swap, cap and/or floor agreement or commitment, or other contract or agreement authorized, recognized, and approved by the City as a Credit Agreement in connection with the authorization, issuance, sale, resale, security, exchange, payment, purchase, remarketing, or redemption of Debt, the interest on Debt, or both.

"Debt" means all indebtedness of the City payable from all or part of the Security that is also:

(1) indebtedness incurred or assumed by the City for borrowed money (including all obligations arising under Credit Agreements) and all other financial obligations of the City that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(2) all other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(3) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge, or other security interest upon property owned by the City whether or not the City has assumed or become liable for the payment thereof.

For the purpose of determining the "Debt" of the City, only outstanding Debt shall be included. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the City in prior Fiscal Years.

"Defeased Debt" means any Parity Debt and the interest thereon deemed to be paid, retired, and no longer Outstanding pursuant to the provisions of the applicable Supplement authorizing such Parity Debt; and thus, no longer secured by, payable from, or entitled to the benefits of the Security.

"Enabling Act" means Chapter 311, Texas Tax Code, as amended.

"Finance Director" means the Chief Financial Officer of the City.

"Financing Program" means the "City of Elgin, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program".

"Fiscal Year" means the twelve-month accounting period used by the City in connection with the operation of the Zone, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Funded Debt" means all Parity Debt created, assumed, or guaranteed by the City that matures by its terms (in the absence of the exercise of any earlier right of demand), or is renewable at the option of the City to a date, more than one year after the original creation, assumption, or guarantee of such Debt by the City.

"Holder," "Bondholder," "owner" or "Registered Owner" means the (i) registered owner of any Parity Debt registered as to ownership, (ii) holder of any Parity Debt payable to bearer or (iii) obligee (other than the City) pursuant to any Credit Agreement.

"Interlocal Agreement" means the interlocal agreement among the City, Bastrop County and the Elgin Reinvestment Zone Number One City of Elgin, Texas entered into on December 20, 2012.

"Interest and Sinking Account" has the meaning assigned to that term in Sections 3(a) and 3(c) hereof.

"Master Ordinance" means this "Master Ordinance Establishing the City of Elgin, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program" as may be supplemented or amended from time to time as authorized by the City and this Master Ordinance.

"Maturity" when used with respect to any Debt means the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by call for redemption, or otherwise.

"Non-Recourse Debt" means any debt secured by a lien (other than a lien on the Security), liability for which is effectively limited to the property subject to such lien with no recourse, directly or indirectly, to the Security.

"Officer's Certificate" means a certificate signed by an Authorized Representative.

"Opinion of Counsel" means a written opinion of counsel which shall be acceptable to the City.

"Outstanding" when used with respect to Parity Debt means, as of the date of determination, all Parity Debt theretofore delivered under this Master Ordinance or any Supplement, except:

(1) Parity Debt theretofore cancelled and delivered to the City or delivered to the Paying Agent or the Registrar for cancellation;

(2) Parity Debt deemed to be Defeased Debt;

(3) Parity Debt upon transfer of or in exchange for and in lieu of which other Parity Debt has been authenticated and delivered pursuant to this Master Ordinance or any Supplement; and

(4) Parity Debt under which the obligations of the City have been released, discharged, or extinguished in accordance with the terms thereof;

provided, however, that unless the same is acquired for purposes of cancellation, Parity Debt owned by the City and Parity Debt purchased with funds advanced pursuant to a Credit Agreement shall be deemed to be Outstanding as though it was owned by any other owner.

"Outstanding Principal Amount" means, as of any record date established by a Registrar in connection with a proposed amendment of this Master Ordinance or any Supplement, with respect to all Parity Debt or to a series of Parity Debt that is in the form of bonds, notes, or other similar instruments that have a stated principal amount, the outstanding and unpaid principal amount of such Parity Debt on which interest is paid on a current basis and the outstanding and unpaid principal and compounded interest on such Parity Debt paying accrued, accreted, or compounded interest only at maturity and, with respect to Credit Agreements shall total the amount, if any, then due under such Credit Agreement if it was to be terminated as of the date of calculation of Outstanding Principal Amount.

"Parity Debt" means all Debt of the City which may be issued or assumed in accordance with the terms of this Master Ordinance and a Supplement secured by a lien on and pledge of the Security.

"Paying Agent" means each entity designated in a Supplement as the place of payment of a series or issue of Parity Debt.

"Registrar" means the entity designated in a Supplement as the Registrar of a series or issue of Parity Debt.

“Reserve Account Obligation” means a surety policy, surety bond or insurance policy deposited in any reserve account established pursuant to a Supplement whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Security" has the meaning assigned to that term in Section 2(a) hereof.

"State" means the State of Texas.

"Stated Maturity" when used with respect to any Parity Debt or any installment of interest thereon means any date specified in the instrument evidencing or authorizing such Parity Debt or such installment of interest as a fixed date on which the principal of such Parity Debt or any installment thereof or the fixed date on which such installment of interest is due and payable.

"Subordinated Debt" means any Debt which expressly provides that all payments thereon shall be subordinated to the timely payment of all Parity Debt then outstanding or subsequently issued.

"Supplement" means a resolution supplemental to, and authorized and executed pursuant to the terms of, this Master Ordinance as may be supplemented or amended from time to time as authorized by the City and such Supplement.

"Tax Increment" means, with respect to each Taxing Unit in each year, the amount of property taxes levied by the Taxing Unit for that year on the Captured Appraised Value of real property taxable by the Taxing Unit and located in the Zone.

"Tax Increment Account" has the meaning assigned to that term in Section 3(b) hereof.

"Tax Increment Base" means, with respect to each Taxing Unit, the total appraised value of all real property taxable by the Taxing Unit and located in the Zone the year in which the Zone was established and for any additional annexed area the year annexation occurs for such portion.

"Tax Increment Fund" means the City's Reinvestment Zone Number One, City of Elgin, Texas, Tax Increment Fund, heretofore established and continuously maintained into which,

among other monies received and to be received, Tax Increments with respect to the Zone have been deposited and are to be deposited by each Taxing Unit in each year while the Bonds and any additional Parity Debt, or interest thereon, remain outstanding.

"Taxing Unit" means a county, an incorporated city or town (including a home-rule city), a school district, a special district or authority (including a junior college district, a hospital district, a district created by or pursuant to V.T.C.A. Water Code, a mosquito control district, a fire prevention district, or a noxious weed control district), or any other political unit of the State of Texas, whether created by or pursuant to the Constitution of Texas or a local, special, or general law, that is authorized to impose and is imposing ad valorem taxes on property even if the governing body of another political unit determines the tax rate for the unit or otherwise governs its affairs, that taxes real property in the Zone.

"Term of Issue" means with respect to any Balloon Debt a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or the maximum maturity date in the case of commercial paper or (ii) twenty-five years.

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
A FIRST SUPPLEMENTAL ORDINANCE TO THE MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM

DEPARTMENT: Administration

PROPOSED ACTION:
Recommended/requested by bond counsel; This item is a formal 'clean-up' item related to the First Amended Project Plan and Reinvestment Zone Financing Plan of the City of Elgin Reinvestment Zone Number One (TIRZ) .

BACKGROUND:
Discussed at previous meetings; The City is on the verge of moving forward with construction of the long-discussed Lee Dildy Boulevard Project that will be funded through the City of Elgin Reinvestment Zone Number One (TIRZ). As part of our final due diligence in this regard, the staff, City Engineer, Financial Advisor and bond counsel have identified a variety of formal authorizations, amendments, and/or corrections that need to be addressed prior to formal/complete authorization of the project - and this is one of those items.

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

RECOMMENDATION:
Approval of the Master Ordinance as presented; and as may or may not be amended by Council.

ATTACHMENTS:

Ordinance TIRL First Supplement

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

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

ORDINANCE NO. 2017_____

FIRST SUPPLEMENTAL ORDINANCE TO THE MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM

Adopted December 5, 2017

ORDINANCE NO. 2017_____

FIRST SUPPLEMENTAL ORDINANCE TO THE MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM

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EXHIBIT C - Bond Purchase Agreement
EXHIBIT D - Description of Annual Financial Information

ORDINANCE NO. 2017_____

FIRST SUPPLEMENTAL ORDINANCE TO THE MASTER ORDINANCE ESTABLISHING THE CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE FINANCING PROGRAM

THE STATE OF TEXAS §
COUNTIES OF BASTROP & TRAVIS §
CITY OF ELGIN §

WHEREAS, on December 5, 2017, the City Council (the "City Council") of the City of Elgin, Texas (the "City"), adopted a "Master Ordinance Establishing the City of Elgin, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program" (referred to herein as the "Master Ordinance"); and

WHEREAS, in order to enable the City to provide for the financing of projects within the reinvestment zone number one (the "Zone") authorized by Chapter 311, Texas Tax Code, as amended, and any other applicable provisions of State law, the Master Ordinance establishes a revenue financing program pursuant to which the City can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security, as hereinafter defined; and

WHEREAS, for such purposes, the City deems it necessary to issue Parity Debt, as hereinafter defined, pursuant to this "First Supplemental Ordinance to the Master Ordinance establishing the City of Elgin, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program" (the "First Supplement"); and

WHEREAS, the City further finds and determines that all terms and conditions for the issuance of the bonds herein authorized as Parity Debt, as hereinafter defined, pursuant to the Master Ordinance have been or can be met and satisfied; and

WHEREAS, the bonds authorized to be issued by this First Supplement are to be issued and delivered pursuant to the Enabling Act, as hereinafter defined, and other applicable State laws.

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

ARTICLE I
BONDS ISSUED UNDER REVENUE FINANCING PROGRAM

Section 1.01. DEFINITIONS. (a) Definitions. The capitalized terms used herein (except in the FORM OF BOND set forth in Exhibit "B" hereto) and not otherwise defined shall have the meanings given in the Master Ordinance or in Exhibit "A" to this First Supplement. The recitals

to this First Supplement and the exhibits hereto are incorporated herein and made a part hereof for all purposes.

(b) Construction of Terms. If appropriate in the context of this First Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, words of the masculine, feminine, or neuter gender shall be considered to include the other genders, and words importing persons shall include firms, associations, and corporations.

Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT. (a) First Supplement. By adoption of the Master Ordinance, the City has established the City of Elgin, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program for the purpose of enabling the City to provide for the financing of projects within the Zone authorized by the Enabling Act and any other applicable provisions of State law pursuant to which, the City may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security. This First Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This First Supplement is subject to the terms of the Master Ordinance and the terms of the Master Ordinance are incorporated herein by reference and as such are made a part hereof for all purposes.

(b) Bonds Are Parity Debt. As required by Section 6 of the Master Ordinance governing the issuance of Parity Debt such as the Bonds, the City hereby finds that, upon the issuance of the Bonds, the Security will be sufficient to meet the financial obligations relating to the Financing Program, including Security in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. The Bonds are hereby declared to be Parity Debt under the Master Ordinance.

Section 1.03. FIRST SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this First Supplement shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds, and the pledge made in this First Supplement by the City and the covenants and agreements set forth in this First Supplement to be performed by the City shall be for the equal and proportionate benefit, security, and protection of all Owners from time to time of the Bonds, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the other Bonds by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this First Supplement and the Master Ordinance.

Section 1.04. LIMITATION OF BENEFITS WITH RESPECT TO THIS FIRST SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this First Supplement or the Bonds is intended or should be construed to confer upon or give to any person other than the City, the Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this First Supplement or any covenant, condition, stipulation, promise,

agreement, or provision herein contained. This First Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Owners, and the Paying Agent/Registrar as herein and therein provided.

ARTICLE II
BOND AUTHORIZATION AND SPECIFICATIONS

Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. The Bonds designated **"CITY OF ELGIN, TEXAS REINVESTMENT ZONE NUMBER ONE TAX INCREMENT REVENUE BONDS, SERIES 2017"** (the "Bonds") are hereby authorized to be issued, pursuant to the Enabling Act and this First Supplement in the aggregate principal amount of $_____ for the purpose of (i) construction and improvement of Lee Dildy Boulevard, including sidewalks, street lighting, traffic signals/controllers, signage, landscaping, utility improvements, extensions and relocations, and acquisition of land, rights-of-way and equipment in connection therewith and such further costs authorized in the Project and Financing Plan; and (ii) paying the costs of issuance of the Bonds.

The Bonds will be in the form of Current Interest Bonds as provided in Section 2.02 and the FORM OF BOND in Exhibit "B" to this First Supplement.

Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) Terms of Bonds. There shall initially be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, in the form of Current Interest Bonds, numbered consecutively from R-1 upward, payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in Authorized Denominations, maturing and payable serially on July 15 in each of the years and in the principal amounts respectively as forth in the following schedule:

AMOUNT	YEAR	AMOUNT	YEAR
$_____	2018	$_____	2035
_____	2019	_____	2036
_____	2020	_____	2037
_____	2021	_____	2038
_____	2022	_____	2039
_____	2023	_____	2040
_____	2024	_____	2041
_____	2025	_____	2042
_____	2026	_____	2043
_____	2027	_____	2044
_____	2028	_____	2045
_____	2029	_____	2046
_____	2030	_____	2047

$_____	2031
_____	2032
_____	2033
_____	2034

(b) In General. The Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this First Supplement.

(c) Interest. The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in Exhibit "B" to this First Supplement to their respective dates of maturity or redemption at the rates per annum set forth in the following schedule:

YEAR	**RATE**	**YEAR**	**RATE**
2018	_____%	2035	_____%
2019	_____	2036	_____
2020	_____	2037	_____
2021	_____	2038	_____
2022	_____	2039	_____
2023	_____	2040	_____
2024	_____	2041	_____
2025	_____	2042	_____
2026	_____	2043	_____
2027	_____	2044	_____
2028	_____	2045	_____
2029	_____	2046	_____
2030	_____	2047	_____
2031	_____		
2032	_____		
2033	_____		
2034	_____		

(d) Payments on Holidays. In the event that any date for payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment will be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close. Payment on such later date will not increase the amount of interest due and will have the same force and effect as if made on the original date payment was due.

Section 2.03. PAYMENT OF BONDS; PAYING AGENT/REGISTRAR. The principal of, premium, if any, and the interest on the Bonds shall be payable, without exchange or collection charges to the Owner thereof, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

U.S. Bank National Association is hereby appointed as the Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Ordinance and this First Supplement, and is deemed to have agreed to the provisions thereof and hereof.

The City agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. In addition, to the extent required by law, the City covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

The City expressly reserves the right to appoint one or more successor Paying Agent/Registrars, by filing with the Paying Agent/Registrar a certified copy of a resolution or minute order of the City making such appointment. The City further expressly reserves the right to terminate the appointment of the Paying Agent/Registrar by filing a certified copy of a resolution of the City giving notice of the City's termination of the City's agreement with such Paying Agent/Registrar and appointing a successor. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Security Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar, the City agrees promptly to cause a written notice thereof to be sent to each Owner by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The principal of, premium, if any, and interest on the Bonds due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the Owner thereof appearing on the Security Register, and, to the extent permitted by law, neither the City nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary.

Principal of, and premium, if any, on the Bonds shall be payable only upon the presentation and surrender of said Bonds to the Paying Agent/Registrar at its designated office. Interest on the Bonds shall be paid to the Owner whose name appears in the Security Register at the close of business on the Record Date and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar to the address of the Owner appearing in the Security Register on the Record Date or (ii) by such other

method, acceptable to the Paying Agent/Registrar, requested in writing by, and at the risk and expense of, the Owner.

In the event of a nonpayment of interest on a scheduled payment date on a Bond, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 2.04. REDEMPTION. (a) Generally. The Bonds shall be subject to redemption prior to scheduled maturity at such times and with such provisions as provided in the FORM OF BOND.

(b) Notices of Redemption and Defeasance. (i) Unless waived by any Owner of the Bonds to be redeemed, the Chief Financial Officer shall give notice of redemption or defeasance to the Paying Agent/Registrar at least thirty-five (35) days prior to a redemption date in the case of a redemption (unless a lesser period is acceptable to the Paying Agent/Registrar) and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each Owner and to the central post office or each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the central post office or registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption or defeasance shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publication or mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed or paid, including a contact person telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Owners of the Bonds shall include a CUSIP number relating to each amount paid to such Owner.

The failure of any Owner of the Bonds to receive notice given as provided in this Section 2.04, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section 2.04 shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

The failure of any Owner of the Bonds to receive notice given as provided in this Section 2.04, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section 2.04 shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent/Registrar shall provide the notices specified in this Section 2.04 only to DTC It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bonds.

(c) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Master Ordinance or this First Supplement have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 2.05. REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS (a) Registration, Transfer, Exchange, and Predecessor Bonds. The Registrar shall obtain, record, and maintain in the Security Register the name and address of each Owner issued under and pursuant to the provisions of this First Supplement. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds in Authorized Denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Bond at the designated office of the Registrar, there shall be registered and delivered in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of, and furnished by, the City, of Authorized Denominations

and having the same Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Owner, Bonds may be exchanged for other Bonds of Authorized Denominations and having the same Maturity, bearing the same rate of interest, and of like aggregate principal amount or Maturity Amount and the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the principal office of the Registrar. Whenever any Bonds are so surrendered for exchange, there shall be registered and delivered new Bonds executed on behalf of, and furnished by, the City to the Owner requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the principal office of the Registrar or sent by United States mail, first-class, postage prepaid to the Owners or the designee thereof, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under the Master Ordinance and this First Supplement, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated Bond that is surrendered to the Paying Agent/Registrar or any Bond for which satisfactory evidence of the loss of which has been received by the City and the Paying Agent/Registrar and, in either case, in lieu of which a Bond or Bonds have been registered and delivered pursuant to Section 3.05 hereof.

Neither the City nor the Registrar shall be required to issue or transfer to an assignee of a Owner any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Security Register at any time shall be deemed and treated as the absolute Owner thereof for all purposes of this First Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond for issued as provided in Section 2.06 shall be issued in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in this subsection (c) all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this First Supplement to the contrary but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Security Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Security Register as provided in this First Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Owner, as shown in the Security Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this First Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this First Supplement with respect to interest checks being mailed to the Owner at the close of business on the Record Date the words "Cede & Co." in this First Supplement shall refer to such new nominee of DTC.

(d) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry-only system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bonds, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Security Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or

in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this First Supplement.

(e) Payments to Cede & Co. Notwithstanding any other provision of this First Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the City to DTC.

(f) Blanket Issuer Letter of Representations. The City heretofore has executed and delivered to DTC a "Blanket Issuer Letter of Representations" with respect to the utilization by the City of DTC's book-entry-only system and the City intends to utilize such book-entry-only system in connection with the Bonds.

Section 2.06. FORM OF BOND; INITIAL BOND. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State or the authentication certificate, and the form of assignment to be printed on each of the Bonds shall be substantially in the form set forth in Exhibit "B" to this First Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this First Supplement, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The Initial Bond shall be registered in the name of George K. Baum & Company (the "Underwriter") of the Bonds, submitted to the Office of the Attorney General of the State for approval and registration by the Office of the Comptroller of Public Accounts of the State and delivered to the Underwriter thereof.

The Bonds shall be typewritten, photocopied, printed, lithographed, engraved, or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

ARTICLE III
EXECUTION; REPLACEMENT OF BONDS

Section 3.01. EXECUTION AND REGISTRATION. The Bonds shall be executed on behalf of the City by the Mayor under its seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City as of their authorization shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Underwriter and with respect to Bonds delivered in subsequent

exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this First Supplement, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit "B" to this First Supplement, executed by the Comptroller of Public Accounts of the State or its duly authorized agent by manual signature, or the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in Exhibit "B" to this First Supplement executed by the manual signature of an authorized officer or employee of the Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 3.02. CONTROL AND CUSTODY OF BONDS. The Chief Financial Officer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation and examination by the Attorney General of the State, including the printing and supply of printed Bonds, and shall take and have charge and control of the initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Underwriter.

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Zone, the City and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the City's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the initial Bond to the Underwriter and the initial exchange thereof for Bonds other than the initial Bond.

Section 3.03. APPROVING OPINION. The Underwriter's obligation to accept delivery of the Bonds is subject to the Underwriter being furnished the final opinion of McCall, Parkhurst & Horton L.L.P. approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. If bond insurance is obtained for the Bonds, the Bonds may bear an appropriate insurance legend.

Section 3.04. CUSIP NUMBERS. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

Section 3.05. MUTILATED, DESTROYED, LOST, AND STOLEN BONDS. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the City shall

execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond and the interest due thereon to the date of payment.

Upon the issuance of any new Bond under this Section, the City may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this First Supplement equally and ratably with all other Outstanding Bonds.

ARTICLE IV
PAYMENTS, REBATE ACCOUNT AND RESERVE ACCOUNT

Section 4.01. PAYMENTS. (a) Accrued Interest. Immediately after the delivery of the Bonds the City shall deposit any accrued interest from the sale and delivery of such Bonds to the credit of the Interest and Sinking Account to be held to pay interest on such Bonds.

(b) Debt Service Payments. Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds, the City shall make available from the Interest and Sinking Account to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the City with an appropriate certificate of cancellation.

Section 4.02. REBATE ACCOUNT. A separate and special account to be known as the Rebate Account is hereby established by the City pursuant to the requirements of Section 148(f) of the Code and the tax covenants of the City contained in Section 5.01 of this First Supplement for the benefit of the United States of America and the City, as their interests may appear pursuant to this First Supplement. Such amounts shall be deposited therein and withdrawn therefrom as is necessary to comply with the provisions of Section 5.01. Any moneys held within the Rebate Account shall not constitute Security under the Master Ordinance.

Section 4.03. RESERVE ACCOUNT. (a) To accumulate and maintain a reserve for the payment of the Bonds equal to the average Annual Debt Service Requirements of the Bonds (calculated by the City at the beginning of each Fiscal Year) (the "Required Reserve Amount"),

the Reserve Account has been established and shall be maintained by the City. Earnings and income derived from the investment of amounts held for the credit of the Reserve Account shall be retained in the Reserve Account until the Reserve Account contains the Required Reserve Amount; thereafter, such earnings and income shall be deposited to the credit of the Tax Increment Account. The City shall deposit and credit to the Reserve Account amounts required to maintain the balance in the Reserve Account in an amount equal to the Required Reserve Amount by making monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount or by the deposit of a Reserve Account Obligation. There shall be deposited into the Reserve Account any Reserve Account Obligation so designated by the City. All funds, investments and Reserve Account Obligation on deposit and credited to the Reserve Account shall be used solely for (i) the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, (ii) to make Reserve Account Obligation payments and (iii) to retire the last Stated Maturity or Stated Maturities of or interest on the Bonds. The Reserve Account is solely for the benefit of this series of Bonds and is not available to pay Annual Debt Service Requirements on any other Parity Debt.

(b) When and for so long as the cash, investments and Reserve Account Obligation in the Reserve Account equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Account; but, if and when the Reserve Account at any time contains less than the Required Reserve Amount, the City covenants and agrees that the City shall cure the deficiency in the Reserve Account by resuming the deposits to such Account from the Tax Increment by monthly deposits and credits in amounts equal to not less than 1/60th of the Required Reserve Amount with any such deficiency payments being made on or before each interest payment date until the Required Reserve Amount has been fully restored; provided, however, that no such deposits shall be made into the Reserve Account during any six month period beginning on an interest payment date until there has been deposited into the Interest and Sinking Account the full amount required to be deposited therein by the next following semi-annual payment date, as the case may be. In addition, in the event that a portion of the Required Reserve Amount is represented by a Reserve Account Obligation, the Required Reserve Amount shall be restored as soon as possible from monthly deposits of the Tax Increment on deposit in the Tax Increment Fund, but subject to making the full deposits and credits to the Interest and Sinking Account required to be made by the next following interest payment date, as the case may be. The City further covenants and agrees that, subject only to the prior deposits and credits to be made to the Interest and Sinking Account, the Tax Increment shall be applied and appropriated and used to establish and maintain the Required Reserve Amount, including by paying Reserve Account Obligation Payments when due, and to cure any deficiency in such amounts as required by the terms of this First Supplement.

During such time as the Reserve Account contains the Required Reserve Amount or any cash is replaced with a Reserve Account Obligation pursuant to subsection (c) below, the City may, at its option, withdraw all surplus funds in the Reserve Account and deposit such surplus in the Interest and Sinking Account or otherwise use such amount in any manner permitted by law unless such surplus is required to be rebated in which case such surplus shall be deposited into the Rebate Account.

(c) A Reserve Account Obligation issued in an amount equal to all or part of the Required Reserve Amount for the Bonds may be used in lieu of depositing cash into the Reserve Account.

In addition, a Reserve Account Obligation may be substituted for monies and investments in the Reserve Account if the substitution of the Reserve Account Obligation will not, in and of itself, cause any ratings then assigned to the Bonds by any rating agency to be lowered and the ordinance authorizing the substitution of the Reserve Account Obligation for all or part of the Required Reserve Amount contains a finding that such substitution is cost effective.

(d) A Reserve Account Obligation permitted under (a) above, must be in the form of a surety policy, surety bond or insurance policy meeting the requirements described below.

(1) (i) A surety policy, surety bond or insurance policy issued to the Paying Agent/Registrar, as agent of the Holders, by a company licensed to issue such bond or policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") if the claims paying ability of the issuer thereof shall be rated "_____" or "_____", respectively, by S&P Global Ratings, a division of Standard & Poor's Financial Services LLC ("S&P") and Moody's Investors Service, Inc. ("Moody's"), or (ii) a surety policy, surety bond or insurance policy issued to the Paying Agent/Registrar, as agent of the Holders, by an entity other than a municipal bond insurer, if the form and substance of such instrument and the issuer thereof shall be approved in writing by each Bond Insurer of record.

(2) The obligation to reimburse the issuer of a Reserve Account Obligation for any claims or draws upon such Reserve Account Obligation in accordance with its terms, including expenses incurred in connection with such claims or draws, to the extent permitted by law, (a Reserve Account Obligation Payment) shall be made from the deposits made to the Reserve Account as provided in this Section. The Reserve Account Obligation shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the issuer of the Reserve Account Obligation to reimbursement will be subordinated to the cash replenishment of the Reserve Account to an amount equal to the difference between the full original amount available under the Reserve Account Obligation and the amount then available for further draws or claims. In the event (a) the issuer of a Reserve Account Obligation becomes insolvent, or (b) the issuer of a Reserve Account Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the insurance policy or surety bond falls below "____" or "____", by S&P and Moody's, respectively, the obligation to reimburse the issuer of the Reserve Account Obligation shall be subordinated to the cash replenishment of the Reserve Account.

(3) In the event (a) the issuer of a Reserve Account Obligation becomes insolvent, or (b) the issuer of a Reserve Account Obligation defaults in its payment obligations thereunder, or (c) the claims paying ability of the issuer of the Surety Policy falls below "_____" by S&P or "_____" by Moody's, the obligation to reimburse the issuer of the Reserve Account Obligation shall be subordinate to the cash replenishment of the Reserve Fund. In the event (a) the rating of the claims paying ability of the issuer of the Reserve Account Obligation falls below "_____" by S&P or "_____" by Moody's, the City shall either (i) deposit into

the Reserve Fund, in accordance with this section, an amount sufficient to cause the money or investments on deposit in the Reserve Fund to accumulate to the average annual principal and interest requirements on the Parity Debt within thirty-six (36) months, or (ii) replace such instrument with a Reserve Account Obligation, meeting the requirements of the definition of Surety Policy, within six (6) months of such occurrence. In the event (a) the rating of the claims-paying ability of the issuer of the Surety Policy falls below "A" by S&P or Moody's, or (b) the issuer of the Surety Policy defaults in its payment obligations hereunder, or (c) the issuer of the Surety Policy becomes insolvent, the City shall either (i) deposit into the Reserve Fund, in accordance with this section, amounts sufficient to cause the money or investments on deposit in the Reserve Fund to accumulate to the average annual principal and interest requirements on the Parity Debt, or(ii) replace such instrument with a Surety Policy, meeting the requirements of the definition of Surety Policy above within six (6) months of such occurrence.

It is recognized that a Reserve Account Obligation may be issued which is payable only with respect to a part of the Bonds with the remainder of the Required Reserve Amount being satisfied by monies and investments and in that case any draws upon the Reserve Account will have to be made on a pro-rata basis. Therefore, (i) draws upon one or more such Reserve Account Obligation shall be made on a pro-rata basis with cash and investments available in the Reserve Account and (ii) deposits and credits to the Reserve Account to restore it to the Required Reserve Amount shall be utilized on a pro-rata basis to pay Reserve Account Obligation Payments to reimburse the issuers of the Reserve Account Obligation, thus restoring that part of the Required Reserve Amount, and to restore with cash and investments the balance of the Required Reserve Amount.

ARTICLE V
COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS

Section 5.01. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this First Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity Bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding Obligation, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1 (b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period(beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been

paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Bonds, transferred proceeds (if any) and proceeds of the refunded Bonds not expended prior to the date of issuance of the Bonds. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, 'in the opinion of nationally recognized Bond Counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized Bond Counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the President to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This First Supplement is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 3.01 of this First Supplement (the "Project") on its books and records in accordance with the requirements of the Code. The City recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the City recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The City agrees to obtain the advice of nationally-recognized Bond Counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized Bond Counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized Bond Counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the City shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized Bond Counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VI
AMENDMENTS AND MODIFICATIONS

Section 6.01. AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF OWNERS OF BONDS. Subject to the provisions of the Master Ordinance, this First Supplement and the rights and Bonds of the City and of the Owners of the Outstanding Bonds may be modified or amended at any time without notice to or the consent of any Owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City contained in this First Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this First Supplement;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this First Supplement, upon receipt by the City of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this First Supplement;

(iii) To supplement the Security for the Bonds;

(iv) To make such other changes in the provisions hereof, as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds;

(v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of the Bonds, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds; or

(vi) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the Owners of the Outstanding Bonds.

Section 6.02. AMENDMENTS OR MODIFICATIONS WITH CONSENT OF OWNERS OF BONDS. (a) Amendments. Subject to the other provisions of this First Supplement and the Master Ordinance, the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Section 6.01 hereof, to this First Supplement that may be deemed necessary or desirable by the City, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this First Supplement or in the Bonds so as to:

(i) Make any change in the maturity of the Outstanding Bonds;

(ii) Reduce the rate of interest borne by Outstanding Bonds;

(iii) Reduce the amount of the principal payable on Outstanding Bonds;

(iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;

(v) Affect the rights of the Owners of less than all Bonds then Outstanding; or

(vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(b) Notice. If at any time the City shall desire to amend this First Supplement pursuant to Subsection (a), the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York (including, but not limited to, The Bond Buyer or The Wall Street Journal) or in the State (including, but not limited to, The Texas Bond Reporter), once during each calendar week for at least two successive calendar weeks or disseminated by electronic means customarily used to convey notices of redemption. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Owners of Bonds. Such publication is not required, however, if the City gives or causes to be given such notice in writing to each Owner of Bonds. A copy of such notice shall be provided in writing to each rating agency maintaining a rating on the Bonds and to the Bond Insurer.

(c) Receipt of Consents. Whenever at any time the City shall receive an instrument or instruments executed by all of the Owners or the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the City may adopt the amendatory resolution in substantially the same form.

(d) Consent Irrevocable. Any consent given by any Owner pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount prior to the attempted revocation consented to and approved the amendment. Notwithstanding the foregoing, any consent given at the time of and in connection with the initial purchase of Bonds shall be irrevocable.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Security Register kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 6.03. EFFECT OF AMENDMENTS. Upon the adoption by the City of any resolution to amend this First Supplement pursuant to the provisions of this Article, this First Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and Bonds of the City and all the Owners of Outstanding Bonds shall thereafter be determined, exercised, and enforced under the Master Ordinance and this First Supplement, as amended.

ARTICLE VII
MISCELLANEOUS

Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

(i) accrued interest, if any, shall be deposited as provided in Section 4.01;

(ii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the project costs being financed with the proceeds of the Bonds shall be deposited in the Bond Proceeds Account to be used for such purposes.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of principal of and interest on the Bonds.

Section 7.02. MAILED NOTICES. Except as otherwise required herein, all notices required or authorized to be given to the City, or the Paying Agent/Registrar pursuant to this First Supplement shall be in writing and shall be sent by registered or certified mail, postage prepaid,

to the following addresses or otherwise given in a manner deemed, in writing, acceptable to the party to receive the notice:

1. to the City:
   City of Elgin, Texas
   310 N. Main Street
   Elgin, Texas 78621
   Attn: Chief Financial Officer
   Telephone: (512) 281-5724
   Facsimile: (512) 285-3016

2. to the Paying Agent/Registrar:
   U.S. Bank National Association
   Marathon Oil Tower
   5555 San Felipe 11th Floor
   Houston, TX 77056

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

Section 7.03. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Security as provided in this First Supplement, and such principal and interest shall be payable solely from such money or Defeasance Securities and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City.

(c) Notwithstanding any provision of any other Section of this First Supplement which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this First Supplement, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this First Supplement, the City may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

As used herein, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding Bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City adopts or

approves proceedings authorizing the issuance of refunding Bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under Texas law that may be used to defease obligations such as the Bonds.

Section 7.04. SALE OF BONDS. The Bonds are hereby sold and shall be delivered to George K. Baum & Company, as the Underwriter of the Bonds as set forth in the Bond Purchase Agreement attached hereto as Exhibit "C", which the Mayor or Mayor Pro-Tem of the City is hereby authorized to execute and deliver. The City will initially deliver to the Underwriter the Bonds authorized under this First Supplement.

Section 7.05. PAYING AGENT/REGISTRAR AGREEMENT AND OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by execution thereof. The distribution and use of the Preliminary Official Statement dated _____, prior to the date hereof is ratified and confirmed. The City Council of the City hereby finds and determines that the Preliminary Official Statement and the Official Statement were and are "deemed final" (as that term defined in 17 C.F.R. Section 240.15c-12) as of their respective dates.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") is hereby approved and the Mayor, the City Manager or the Director of Finance is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary.

Section 7.06. FURTHER PROCEDURES. Each Authorized Representative is hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this First Supplement, the Bonds, the sale and delivery of the Bonds, and fixing all details in connection therewith, and the Paying Agent/Registrar Agreement. In connection with the issuance and delivery of each the Bonds, the above-stated officers, with the advice of the City Attorney and Bond Counsel to the City, are hereby authorized to approve, subsequent to the date of the adoption of this First Supplement, any amendments to the above named documents, and any technical amendments to this First Supplement as permitted by Section 6.01 (v) or (vi) and a Authorized Representative is hereby authorized to execute this First Supplement to evidence approval of such changes.

Section 7.07. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be

the duty of the Paying Agent/Registrar to hold such moneys, without liability to the City, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the City, free from the trusts created by this First Supplement and Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 7.08. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. Whenever this First Supplement requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this First Supplement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 7.09. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this First Supplement on the part of the City should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this First Supplement and the invalidity thereof shall in no way affect the validity of the other provisions of this First Supplement or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 7.10. CONTINUING DISCLOSURE UNDERTAKING.

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2017, financial information and operating data as set forth in Exhibit "D", including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "D" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

A. Principal and interest payment delinquencies;

B. Non-payment related defaults, if material within the meaning of the federal securities laws;

C. Unscheduled draws on debt service reserves reflecting financial difficulties;

D. Unscheduled draws on credit enhancements reflecting financial difficulties;

E. Substitution of credit or liquidity providers, or their failure to perform;

F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;

G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;

H. Bond calls, if material within the meaning of the federal securities laws and tender offers;

I. Defeasances;

J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;

K. Rating changes;

L. Bankruptcy, insolvency, receivership or similar event of the City;

M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and

N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an Underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an Underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 7.11. <u>CREDIT AGREEMENT</u>. To the extent permitted by law, the City reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the Chief Financial Officer that such Credit Agreements are in the best interest of the City given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in the Master Ordinance. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) Parity Debt secured by a pledge of the Security on parity with the Bonds and other Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to the Bonds and other Parity Debt or (iii) partially Parity Debt and partially Subordinated Debt.

Section 7.12. <u>DEFAULT AND REMEDIES</u>. (a) <u>Events of Default</u>. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights

of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 7.13. RULES OF INTERPRETATION. For purposes of this First Supplement, except as otherwise expressly provided or the context otherwise requires:

(a) The words "herein," "hereof" and "hereunder" and other similar words refer to this First Supplement as a whole and not to any particular Article, Section, or other subdivision.

(b) The definitions in an Article are applicable whether the terms defined are used in the singular or the plural.

(c) All accounting terms that are not defined in this First Supplement have the meanings assigned to them in accordance with then applicable accounting principles.

(d) Any pronouns used in this First Supplement include both the singular and the plural and cover both genders.

(e) Any terms defined elsewhere in this First Supplement have the meanings attributed to them where defined.

(f) The captions or headings are for convenience only and in no way define, limit or describe the scope or intent, or control or affect the meaning or construction, of any provisions or sections hereof.

(g) Any references to Section numbers are to Sections of this First Supplement unless stated otherwise.

Section 7.14. INDIVIDUALS NOT LIABLE. All covenants, stipulations, obligations, and agreements of the City contained in this First Supplement shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing Program, and the City to the full extent authorized or permitted by State law. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council or agent or employee of the City in his or her individual capacity and neither the members of the City Council, nor any officer, employee, or agent of the City shall be liable personally on the Bonds when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 7.15. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) $9,500, provided that such fee shall not be less than $750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Authorized Representative is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, finally passed, approved and effective this 5TH day of DECEMBER, 2017.

_____
Mayor
City of Elgin, Texas

ATTEST:

_____
City Secretary
City of Elgin, Texas

APPROVED AS TO LEGALITY:

_____
City Attorney
City of Elgin, Texas

[SEAL]

The City has caused this First Supplement to be executed by an Authorized Representative.

CITY OF ELGIN, TEXAS

By: _____
Authorized Representative

EXHIBIT A
DEFINITIONS

As used in this First Supplement, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Authorized Denominations" - Means $5,000 increments or any integral multiple thereof.

"Authorized Representative" - Means the City Manager (including by acting as interim City Manager), Assistant City Manager, Chief Financial Officer or such other individuals so designated by the City to perform the duties of an Authorized Representative under this First Supplement.

"Bonds" - The Bonds issued pursuant to and governed by this First Supplement, as described in Article II hereof.

"Bond Counsel" - Means a firm of attorneys of nationally recognized standing in the field of law relating to municipal bond law and the exemption from federal income taxation of interest on state or local bonds, selected by the City.

"Bond Insurer" - One or more companies, if any, insuring all or any portion of the Bonds (or any portion thereof) or any successor thereof or assignee thereof.

"Cede & Co." - Means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

"City" - Means the City of Elgin, Texas, and where appropriate, the City Council.

"Chief Financial Officer" - Means the Finance Director or such other officer or employee of the City or such other individual so designated by the City to perform the duties of Chief Financial Officer under this First Supplement.

"Current Interest Bonds" - The Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in this First Supplement.

"CUSIP" - Means the identification number assigned to a particular security overseen by the Committee on Uniform Securities Identification.

"Defeasance Securities" - Means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding Bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its

equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City adopts or approves proceedings authorizing the issuance of refunding Bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under Texas law that may be used to defease obligations such as the Bonds.

"DTC" - Means The Depository Trust Company, New York, New York.

"DTC Participant" - Securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Enabling Act" - Chapter 311 of the Texas Tax Code, as amended.

"Federal Securities" - Direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Finance Director" - Means the Finance Director of the City.

"First Supplement" - This First Supplemental Ordinance, which was adopted by the City on December 5, 2017, pursuant to authority reserved by the City under the Master Ordinance.

"Fiscal Year" - Means the twelve-month accounting period used by the City, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

"Holder," "Holders," "Owners" or "Registered Owners" - means any person or entity in whose name a Bond is registered in the Security Register, for any Parity Debt (as defined in the Master Ordinance).

"Initial Bond" - means the Bonds authorized, issued, and initially delivered as provided in Section 2.06 of this First Supplement.

"Issuance Date" - The date of delivery of the Bonds to the Underwriter thereof against payment therefor.

"Master Ordinance" - The "Master Ordinance Establishing the Reinvestment Zone Number One Tax Increment Revenue Financing Program," adopted by the City on December 5, 2017, as may be amended or supplemented from time to time.

"Maturity" - When used with respect to the Bonds, the scheduled maturity of the Bonds.

"MSRB" - The Municipal Securities Rulemaking Board.

"Ordinance" - Collectively, the Master Ordinance and the First Supplement.

"Owner" - The registered owners of the Bonds as shown on the Security Register and to the extent set forth in a Credit Agreement relating to the Bonds, the party contracting with the City under a Credit Agreement.

"Paying Agent" - The agent selected and appointed by the City for purposes of paying the principal of, premium, if any, and interest on the Bonds to the Owners thereof, as identified in Section 2.03 of this First Supplement and any successor to such agent.

"Paying Agent/Registrar" - Collectively, the Paying Agent and the Registrar designated in Section 2.03 of this First Supplement or any successor to such agent.

"Paying Agent/Registrar Agreement" - The agreement having such name executed by and between the City and the Paying Agent/Registrar.

"Predecessor Bonds" - Predecessor Bonds as defined in Section 2.05(a) hereof.

"Rebate Account" - The account by that name described in Section 4.02 hereof.

"Record Date" - With respect to each interest payment date of a Bond, the last day of the next preceding month.

"Registrar" - The agent selected and appointed by the City for purposes of keeping and maintaining books and records relating to the registration, transfer, exchange, and payment of the Bonds and interest thereon, as identified in Section 2.03 hereof and any successor to such agent.

"Reserve Account" - The account described in Section 4.03 hereof.

"Reserve Account Obligation" - Means a surety policy, surety bond or insurance policy deposited in the Reserve Account to satisfy the Required Reserve Amount whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Rule" - SEC Rule 15c2-12, as amended from time to time.

"SEC" - The United States Securities and Exchange Commission.

"Section" - Unless the context clearly requires otherwise, refers to a Section of this First Supplement.

"Security Register" - The books and records kept and maintained by the Registrar relating to the registration, transfer, exchange, and payment of the Bonds and the interest thereon.

"Treasury Regulations" - Means regulations promulgated by the United States Department of Treasury.

"Underwriter" - Means George K. Baum & Company.

EXHIBIT B

FORM OF BOND
UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF ELGIN, TEXAS
REINVESTMENT ZONE NUMBER ONE TAX
INCREMENT REVENUE BOND,
SERIES 2017

No. R-_____ **$_____**

BOND DATE:	INTEREST RATE:	MATURIY DATE:	CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

The City of Elgin, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the Bond Date specified above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____of each year, commencing _____. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the designated office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the fifteenth day of the preceding month. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof.

This Bond is one of a duly authorized issue of bonds designated as "City of Elgin, Texas Reinvestment Zone Number One Tax Increment Revenue Bonds, Series 2017" (the "Bonds"), in the aggregate principal amount of $_____ issued pursuant to the laws of the State of Texas, including specifically Chapter 311, Texas Tax Code, as amended (the "Act"), and initially under and pursuant to a master ordinance of the City adopted on _____ (the "Master Ordinance"), and the First Supplemental Ordinance to the Master Ordinance establishing the City

of Elgin, Texas Reinvestment Zone Number One Tax Increment Revenue Financing Program adopted on _____ (the "First Supplement") in the aggregate principal amount of $_____ for the purpose of (i) construction and improvement of Lee Dildy Boulevard, including sidewalks, street lighting, traffic signals/controllers, signage, landscaping, utility improvements, extensions and relocations, and acquisition of land, rights-of-way and equipment in connection therewith and such further costs authorized in the Project and Financing Plan; and (ii) paying the costs of issuance of the Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Ordinance on a parity with all other Parity Debt (as defined in the Master Ordinance and the First Supplement).

The Master Ordinance, as supplemented by the First Supplement, is referred to in this Bond as the "Ordinance." Terms used herein and not otherwise defined shall have the meanings given in the Ordinance.

Redemption Provisions

On _____ or on any date thereafter, the Bonds maturing on and after _____ may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the City, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of $5,000 of principal amount).

At least 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity, a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Registration Books maintained by the Paying Agent/Registrar on the day such notice of redemption is mailed. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is mailed and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in the Ordinance.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Notice of redemption shall be given at the times and in the manner provided in the First Supplement.

If this Bond is in a denomination in excess of $5,000, portions of the principal sum hereof in principal amount of $5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Registered Owner hereof, upon the surrender of this Bond at the principal office of the Paying Agent/Registrar, a new Bond or Bonds of like maturity, series and interest rate in any Authorized Denominations provided by the Ordinance for the then unredeemed balance of the principal amount hereof. If this Bond is selected for redemption, in whole or in part, neither the City nor the Paying Agent/Registrar shall be required to transfer this Bond to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to any exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Bonds are special obligations of the City payable solely from and equally secured by a lien on and pledge of the Security. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the City, except with respect to the Security.

The pledge of the Security and the other obligations of the City under the Ordinance may be discharged at or prior to the maturity of the Bonds upon the making of provision for their payment on the terms and conditions set forth in the Ordinance.

Subject to satisfying the terms and conditions stated in the Ordinance, the City has reserved the right to issue additional Parity Debt payable solely from and equally and ratably secured by a parity lien on and pledge of the Security and other moneys and securities pledged under the Ordinance to the payment of the Bonds.

Reference is hereby made to the Ordinance, a copy of which is on file in the designated office of the Paying Agent/Registrar, and to all of the provisions of which any Registered Owner of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Security; the nature and extent and manner of enforcement of the pledge; the terms and conditions for the issuance of additional Parity Debt; the conditions upon which the Ordinance may be amended or supplemented with or without

the consent of the Registered Owners of the Bonds; the rights and remedies of the Registered Owner hereof with respect hereto and thereto; the rights, duties and obligations of the City; the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond and this Bond thereafter no longer to be secured by the Ordinance or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred only upon its presentation and surrender at the designated office of the Paying Agent/Registrar named below, or its successor with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully-registered Bonds of the same Maturity, of Authorized Denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a duly organized and legally existing home-rule city, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Bond and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Ordinance; that this series of bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of this Bond and the Series of which it is a part as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas. The holder of this Bond is not entitled to demand payment of this Bond out of any money raised by taxation.

IN TESTIMONY WHEREOF, the City has caused its seal to be impressed or a facsimile thereof to be printed hereon and this Bond to be executed in the name of and on behalf of the City with the manual or facsimile signatures of its Mayor, and attested by the City Secretary.

CITY OF ELGIN, TEXAS

By: _____ By: _____
City Secretary Mayor

(SEAL)

[INSERTIONS FOR THE INITIAL BOND]

The Initial Bond shall be in the form set forth in this exhibit, except that:

A. Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below", and the heading "CUSIP NO." shall be deleted.

B. The first paragraph of the Bond shall be deleted and the following will be inserted (with all blanks and bracketed items to be completed with information contained in this Ordinance):

"The City of Elgin, Texas (the "City") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Amount	Year	Rate

(Information from the 2.02 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof from the Bond Date specified above at the respective per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____, ___. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the principal office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last day of the next preceding month. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the

Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof."

C. The Initial Bond shall be numbered "T-1".

Form of Registration Certificate of Comptroller of Public Accounts
to Appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	**§**	
OF PUBLIC ACCOUNTS	**§**	
THE STATE OF TEXAS	**§**	**REGISTER NO. _____**

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

AUTHENTICATION CERTIFICATE OF
PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above titled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent/Registrar

Registered this date:

_____
By: _____
Authorized Signature

Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)

_____

(Please print or typewrite name and address, including zip code, of Transferee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney, to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed by:

_____

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

[INSURANCE LEGEND IF APPLICABLE]

EXHIBIT C

BOND PURCHASE AGREEMENT

[See Separate Tab of Transcript]

EXHIBIT D

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 7.10 of this First Supplement.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) Table 1 – Top Ten Taxpayers in TIRZ No. 1 (Certified Tax Roll);
(2) Table 2 – Historical Assessed Valuation Applicable to TIRZ No. 1;
(3) Table 3 – Debt Service Requirements on the Bonds;
(4) Table 4 – Projected Revenue Adequacy for the Bonds;
(5) Table 5 – Forecast of the Revenue Flows for TIRZ No. 1;
(6) Table 9 – Current Investments; and
(7) Appendix B.

Accounting Principles

The accounting and reporting policies of the City relating to the funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO ZONE AS R-3 SINGLE FAMILY DWELLING, WITH SPECIAL CONDITIONS, THE PROPERTY BEING OUT OF THE HENRY MARTIN SURVEY NO. 65, A-518, CITY OF ELGIN, TRAVIS COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Administration

PROPOSED ACTION:
Approval of the ordinance.

BACKGROUND:
The Planning and Zoning Commission held a public hearing on this proposed zoning change on Thursday, November 30, 2017. The Commission voted to recommend the zoning change to the Elgin City Council.

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

RECOMMENDATION:
Staff recommends approval of the ordinance changing the special conditions section of the zoning.

ATTACHMENTS:

November 30, 2017 Planning & Zoning Agenda
November 30, 2017 Meeting Minutes
Ordinance
Exhibit "A"

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

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

AGENDA
ELGIN PLANNING AND ZONING COMMISSION
PUBLIC HEARING/SPECIAL MEETING
THURSDAY, NOVEMBER 30, 2017, 6:30 P.M.
CITY HALL ANNEX COUNCIL CHAMBERS
310 NORTH MAIN STREET

CALL TO ORDER

PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda. Speaker comments are limited to three (3) minutes. No formal action can be taken on items not posted on the agenda. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Commission Member, member of Staff, other individual or group.

CONSENT
1. Approval of minutes, September 28, 2017.

UNFINISHED BUSINESS
1. NONE.

NEW BUSINESS

1. REVIEW AND TAKE ACTION ON A CONCEPTUAL PLAN SUBMITTED BY LANDMARK ENGINEERING, INC. FOR MARIO A. CANO, THE OWNER OF THE PROPERTY LOCATED IN ABS 345, SUR 53 HINES W, ACR. 10.0, CITY OF ELGIN EXTRA-TERRITORIAL JURISDICTION, COUNTY OF TRAVIS, TEXAS, TO DIVIDE HIS PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "CANO SUBDIVISION". ITEM WITHDRAWN

2. REVIEW AND TAKE ACTION ON A PRELIMINARY PLAT SUBMITTED BY LANDMARK ENGINEERING, INC. FOR MARIO A. CANO, THE OWNER OF THE PROPERTY LOCATED IN ABS 345, SUR 53 HINES W, ACR. 10.0, CITY OF ELGIN EXTRA-TERRITORIAL JURISDICTION, COUNTY OF TRAVIS, TEXAS, TO DIVIDE HIS PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "CANO SUBDIVISION". ITEM WITHDRAWN

3. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC., FOR BETTY AND TRAVIS LUNDGREN AND DON AN JULIE LUNDGREN, OWNERS OF THE PROPERTIES LOCATED IN ABS 518, SUR 65 MARTIN H ACRES 60.259, PARCEL NO. 877318, AND IN ABS 518, SUR 65 MARTIN H, ACRES 60.259, PARCEL NO. 358740, 14300 COUNTY LINE ROAD, CITY OF ELGIN, COUNTY OF TRAVIS, TEXAS, TO CHANGE THE SPECIAL CONDITIONS PORTION OF THEIR ZONING FROM 52% TO 30% OF THE LOTS IN EACH FINAL PLAT MUST BE WITHIN AN AREA OF NOT LESS THAN 7,500 SQUARE FEET, AND EACH OF THESE LOTS SHALL HAVE A MINIMUM LOT WIDTH OF SIXTY FEET (60') AT THE FRONT BUILDING LINE, AND SUCH LOT SHALL ABUT A STREET FOR A DISTANCE OF NOT LESS THAN THIRTY-FIVE FEET (35').

4. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., THE OWNER OF THE PROPERTY LOCATED IN ABS A59 ELIZABETH STANDIFER, TRACT 1 FR AND IN A 18 JONATHAN BURLESON, BEING APPROXIMATELY 22.284 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO DIVIDE THE PROPERTY INTO EIGHTY-NINE (89) LOTS TO BE KNOWN AS "SARATOGA FARMS SUBDIVISION SECTION 6". ITEM WITHDRAWN

5. REVIEW AND TAKE ACTION ON A PRLIMINARY PLAT SUBMITTED BY TRC SOULUTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO PLAT THE PROPERTY TO BE KNOWN AS "ELGIN BUSINESS PARK II".

6. REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY TRC SOULTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO PLAT THE PROPERTY TO BE KNOWN AS "ELGIN BUSINESS PARK II".

EXECUTIVE SESSION
The board may 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.

RECONVENE
The board returns to open session for possible discussion and action as a result of the Executive Session.

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

I, Gary N. Cooke, Director Planning & Development 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 the 9th of November, 2017 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code. The Elgin City Council will hold a public hearing on item #3 on Tuesday, December 5, 2017 at 7:00 pm in the City Hall Annex Council Chambers.

Gary N. Cooke, Director Planning & Development

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) 281-5724. Please provide forty-eight hours notice when feasible.

Para informacion en espanol favor de llamar 512-281-0119. Servicios de traduccion disponible en la reunion.

MINUTES
PLANNING AND ZONING COMMISSION
PUBLIC HEARING-SPECIAL MEETING
THURSDAY, NOVEMBER 30, 2017 – 6:30 PM

CALL TO ORDER Chairman Antonio Prete called the meeting to order at 6:30 PM.

PRESENT: Ronnie Creppon Brian Lundgren, Antonio Prete, Dorothy McCarther, Rudy L. Ramirez. Note: Geno Chavarria arrived at 6:30 PM Staff: Gary N. Cooke, Melissa Lipiec, Carlos Navejas, Michael Hinds and Beau Perry-City Engineer

ABSENT: David Lanford

Guest: Ronnie Moore – Carlson, Brigance & Doering, Owen Rock – Economic Development Director, Lexy Graham, Travis Lundgren, Don Lundgren

PUBLIC COMMENT: None

MINUTES: Brian Lundgren made a motion to approve the minutes of the September 28, 2017 meeting. Rudy L. Ramirez seconded the motion and a vote was taken. The vote was 4 yes, 0 no with Ronald Creppon and Dorothy McCarther abstaining due to the fact that they did not attend the meeting on September 28th. Motion passes.

UNFINISHED BUSINESS 1. None.

NEW BUSINESS Note: Chairman Antonio Prete announced that the order of the items would be changed and that item #5 would be read first, then item #6 and finally item #3, all other items were withdrawn.

5. *REVIEW AND TAKE ACTION ON A PRLIMINARY PLAT SUBMITTED BY TRC SOULUTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO PLAT THE PROPERTY TO BE KNOWN AS "ELGIN BUSINESS PARK II".* Gary N. Cooke addressed the Commission and stated that this item is for a second business park owned by the City's Economic Development Corporation and that Owen Rock, the director was also present today. He stated that Beau Perry, the City's Engineer was present to answer any questions they had regarding this preliminary plat. Beau Perry addressed the commission and informed them that this development will have a regional detention pond that would include Highway 290 LLC property. He stated that drainage easements are in place and will pass on to new owners in perpetuity. Chairman Tony Prete had a question about the connectivity at Adirondack Pass. Beau Perry confirmed this and stated that it is part of Saratoga Farms, Section 5 which the Commission will see in January when that section's final plat is reviewed. After a bit more discussion the Chairman called for a motion. Ronald Creppon made a motion to approve the preliminary plat of the Elgin Business Park II subdivision. Dorothy McCarther seconded the motion and a vote was taken. The motion passed with a vote of 6 for and 0 against.

6. *REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY TRC SOULTIONS, INC. FOR THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, THE OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER, AND BEING APPROXIMATELY 60.869 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO PLAT THE PROPERTY TO BE KNOWN AS "ELGIN BUSINESS PARK II".* Beau Perry announced that this item was withdrawn.

3. *REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC., FOR BETTY AND TRAVIS LUNDGREN AND DON AN JULIE LUNDGREN, OWNERS OF THE PROPERTIES LOCATED IN ABS 518, SUR 65 MARTIN H ACRES 60.259, PARCEL NO. 877318, AND IN ABS 518, SUR 65 MARTIN H, ACRES 60.259, PARCEL NO. 358740, 14300 COUNTY LINE ROAD, CITY OF ELGIN, COUNTY OF TRAVIS, TEXAS, TO CHANGE THE SPECIAL CONDITIONS PORTION OF THEIR ZONING FROM 52% TO 30% OF THE LOTS IN EACH FINAL PLAT MUST BE WITHIN AN AREA OF NOT LESS THAN 7,500 SQUARE FEET, AND EACH OF THESE LOTS SHALL HAVE A MINIMUM LOT WIDTH OF SIXTY FEET (60') AT THE FRONT BUILDING LINE, AND SUCH LOT SHALL ABUT A STREET FOR A DISTANCE OF NOT LESS THAN THIRTY-FIVE FEET (35').* Gary N. Cooke addressed the Commission and stated that the zoning with special conditions was recommended by this commission and granted by the City Council a few months ago. He stated that the developer has returned to request a change in the percentage of the larger lots. He also stated that Ronnie Moore, the developer's engineer was present to answer any questions. Ronnie Moore then addressed the commission and informed them that since the zoning was granted a few months ago, the developer has met with no less than a dozen builders and none of them are interested in purchasing lots of that size and that is the reason they are asking for the change. After a bit more discussion the Chairman asked for a

motion. Rudy L. Ramirez made a motion that the zoning change be recommended as submitted to the Elgin City Council. Brian Lundgren seconded the motion and a vote was taken. The motion passed with a vote of 6 for and 0 against.

1. *REVIEW AND TAKE ACTION ON A CONCEPTUAL PLAN SUBMITTED BY LANDMARK ENGINEERING, INC. FOR MARIO A. CANO, THE OWNER OF THE PROPERTY LOCATED IN ABS. 345, SUR. 53 HINES W, ACR. 10.0, CITY OF ELGIN EXTRA-TERRITORIAL JURISDICTION, COUNTY OF TRAVIS, TEXAS, TO DIVIDE HIS PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "CANO SUBDIVISION"*. Item was withdrawn.

2. *REVIEW AND TAKE ACTION ON A PRELIMINARY PLAT SUBMITTED BY LANDMARK ENGINEERING, INC. FOR MARIO A. CANO, THE OWNER OF THE PROPERTY LOCATED IN ABS. 345, SUR. 53 HINES W, ACR. 10.0, CITY OF ELGIN EXTRA-TERRITORIAL JURISDICTION, COUNTY OF TRAVIS, TEXAS, TO DIVIDE HIS PROPERTY INTO EIGHT (8) LOTS TO BE KNOWN AS "CANO SUBDIVISION"*. Item was withdrawn.

4. *REVIEW AND TAKE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., THE OWNER OF THE PROPERTY LOCATED IN ABS A59 ELIZABETH STANDIFER, TRACT 1 FR AND IN A 18 JONATHAN BURLESON, BEING APPROXIMATELY 22.284 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS TO DIVIDE THE PROPERTY INTO EIGHTY-NINE (89) LOTS TO BE KNOWN AS "SARATOGA FARMS SUBDIVISION SECTION 6".* Item was withdrawn.

EXECUTIVE SESSION: None

ANNOUNCEMENTS: Gary N. Cooke announced that there will be no meeting in December. Antonio Prete asked if term limits had been imposed on Commission/Board members. Gary N. Cooke responded that council decided not to impose term limits.

ADJOURNMENT: Antonio Prete adjourned the meeting at 6:57 PM

_____

Antonio Prete
Chairman, Planning and Zoning Commission

ATTEST:

_____

Gary N. Cooke
Secretary, Planning and Zoning Commission

DRAFT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO ZONE AS R-3 SINGLE FAMILY DWELLING, WITH SPECIAL CONDITIONS, THE PROPERTY BEING OUT OF THE HENRY MARTIN SURVEY NO. 65, A-518, CITY OF ELGIN, TRAVIS COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the Property was annexed by the City on August 1, 2017, pursuant to Ordinance No. 2017-08-01-13, and

WHEREAS, pursuant to Section 46-7, City of Elgin Ordinances, newly annexed areas are automatically classified in the R-1 district until permanent zoning is established, and

WHEREAS, an application has been made to the City Council of the City of Elgin, Texas to amend the Official Zoning Map to zone the property described in Exhibit "A" attached hereto and incorporated herein, as R-3 with special conditions, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on November 30, 2017, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" be R-3 (Single-Family Dwelling) with special conditions, and

WHEREAS, on the 5th of December, 2017, after proper notification, the City Council held a public hearing on the requested zoning, and

WHEREAS, the City Council determines that the zoning and special conditions provided for herein promote the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is classified as R-3 (Single-Family Dwelling) with the following special conditions: 30% of the lots in each final plat must be lots within an area of not less than 7,500 square feet, and each of these lots shall have a minimum lot width of sixty feet (60') at the front of the building line, and such lot shall abut a street for a distance of not less than thirty-five feet (35').

II.

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

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

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

READ, **PASSED**, and **ADOPTED** on first reading this the 5th day of December 2017.

_____
CHRIS CANNON, MAYOR

ATTEST:

_____
Amelia Sanchez, City Secretary

EXHIBIT "A"

FIELD NOTES

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE HENRY MARTIN SURVEY NUMBER 65, ABSTRACT NUMBER 518, SITUATED IN TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF A 60.259 ACRE TRACT OF LAND CONVEYED TO DON LUNDGREN AND JULIE LUNDGREN IN DOCUMENT NUMBER 2016064138, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.TX.), AND ALL OF A 60.259 ACRE TRACT OF LAND CONVEYED TO BETTY AND TRAVIS LUNDGREN IN DOCUMENT NUMBER 2017018074 OF THE (O.P.R.T.C.TX.), SAID 120.569 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped iron rod found for the easternmost corner of said Betty and Travis Lundgren tract, being also the southernmost corner of Eagle's Landing Phase 1, a subdivision recorded in Document Number 200400192, (O.P.R.T.C.TX.), also being in the western right-of-way line of County Line Road (60' R.O.W.), and also being the easternmost corner and the **POINT OF BEGINNING** of the herein described tract,

THENCE, with the common boundary line of said Betty and Travis Lundgren tract, said Don and Julie Lundgren tract, and said County Line Road, S27°08'40"W, a distance of 1343.60 feet to a capped ½" iron rod set for the southernmost corner of said Don and Julie Lundgren tract, being also the easternmost corner of that certain 92.465 acre tract of land conveyed to Elgin I.S.D. in Volume 9331, Page 902, Real Property Records of Travis County, Texas (R.P.R.T.C.TX.),

THENCE, with said Don and Julie Lundgren tract, said Elgin I.S.D. tract, and that certain 39.216 acre tract of land conveyed to Chester Charles Nelle in Volume 12687, page 1932 (R.P.R.T.C.TX.), N62°44'29"W, a distance of 3919.87 feet to a capped iron rod found, being in the northeastern boundary line of said 39.216 acre tract, also being the westernmost corner of said Don and Julie Lundgren tract, and also being the southernmost corner of that certain 75.710 acre tract of land conveyed to Chester C. and Barbara K. Nelle in Volume 12531, Page 1372 (R.P.R.T.C.TX.),

THENCE, with the common boundary line of said Don and Julie Lundgren tract, Betty and Travis Lundgren, and said 75.710 acre tract, N26°38'27"E, 669.62 feet pass a capped iron rod found and in all 1304.67 feet to a capped iron rod found, being the easternmost corner of said 75.710 acre tract, also being the northernmost corner of said Betty and Travis Lundgren tract, and also being in the southwestern boundary line of that certain 34.715 acre tract conveyed to Larry H. Axelson and Mary Jo Beng in Volume 1334, Page 50 (R.P.R.T.C.TX.),

THENCE, with the common boundary line of said Betty and Travis Lundgren tract and said 34.715 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. S63°11'44"E, a distance of 667.79 feet to a capped ½" iron rod set, and
2. N26°38'41"E, a distance of 34.70 feet to a capped iron rod found, being in the southeastern boundary line of said 34.715 acre tract, also being the westernmost corner of that certain 36.37 acre tract of land conveyed to Brenda J. Hagn,

THENCE, with the common boundary line of said 36.37 acre tract, said Betty and Travis Lundgren tract, that certain 27.51 acre tract of land conveyed to SREF Eagles Landing, LP. In Document Number 2008015271 (O.P.R.T.C.TX.), and also said Eagle's Landing Phase 1, S62°43'27"E, 1329.35 pass a capped iron rod found at the common corner of said 36.37 acre tract and said 27.51 acre tract, 2139.23 feet pass a capped iron rod found for the common boundary corner of said 27.51 acre tract and said Eagle's Landing Phase 1, in all 3263.86 feet to the **POINT OF BEGINNING** and containing 120.569 acres of land.

Surveyed by: 23 Mar 2017

Aaron V. Thomason, R.P.L.S. NO. 6412
Carlson, Brigance & Doering, Inc.
5501 West William Cannon Drive
Austin, TX 78749
Phone: (512) 280-5160
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

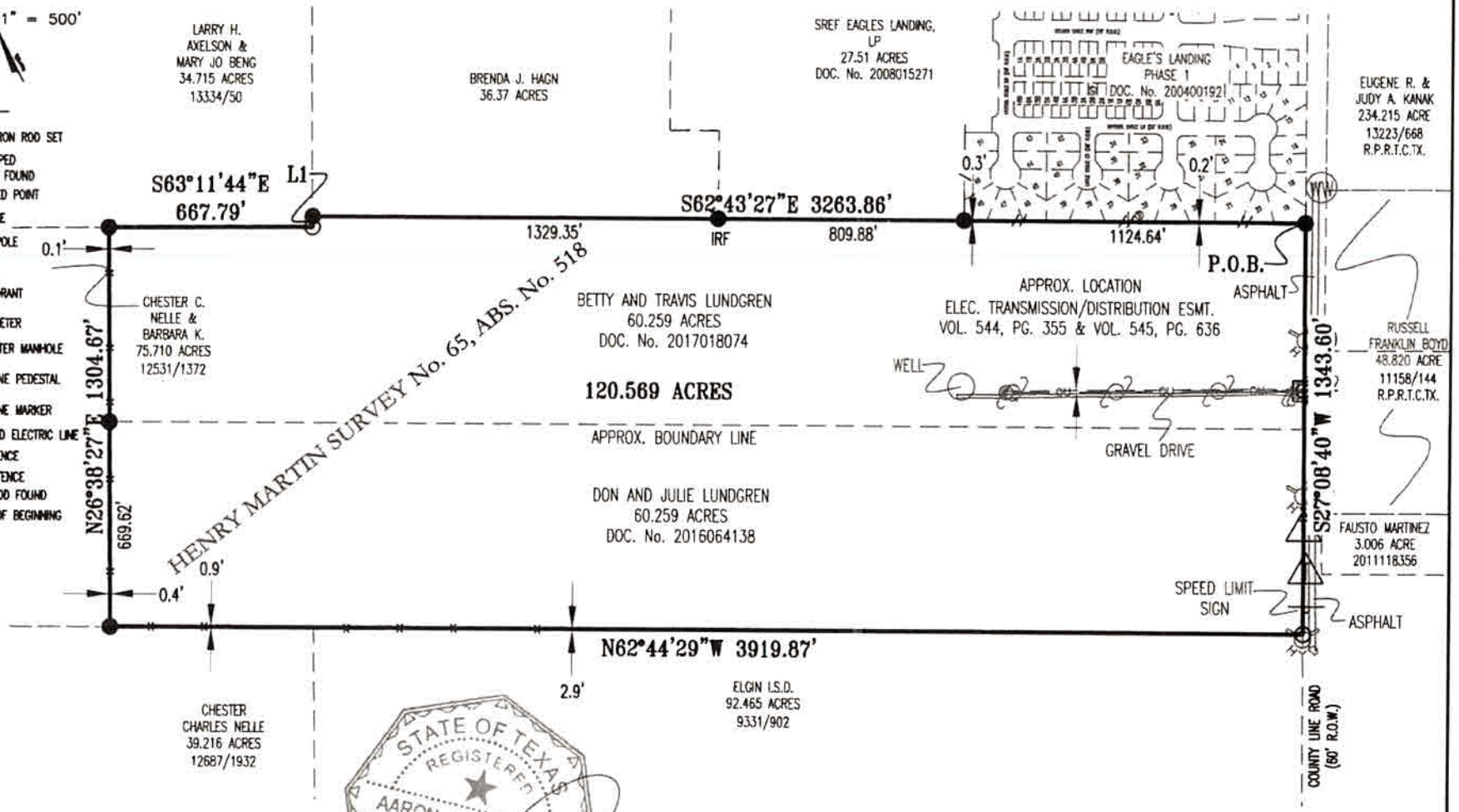
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203)

A TITLE SURVEY OF 120.569 ACRES OF LAND OUT OF THE HENRY MARTIN SURVEY No. 65, ABSTRACT No. 518, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A 60.259 ACRES OF LAND CONVEYED TO DON LUNDGREN AND JULIE LUNDGREN IN DOCUMENT NUMBER 2016064138, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF A 60.259 ACRES OF LAND CONVEYED TO TRAVIS LUNDGREN IN DOCUMENT NUMBER 2017018074, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS,

SCALE: 1" = 500'

LEGEND

- CAPPED IRON ROD SET
- 5/8" CAPPED IRON ROD FOUND
- CALCULATED POINT
- GUY POLE
- POWER POLE
- SIGN
- FIRE HYDRANT
- WATER METER
- WASTEWATER MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE MARKER
- OU — OVERHEAD ELECTRIC LINE
- X — WIRE FENCE
- // — WOOD FENCE
- IRF — IRON ROD FOUND
- P.O.B. — POINT OF BEGINNING



Line Table		
Line #	Length	Direction
L1	34.70	N26°38'41"E

STATE OF TEXAS REGISTERED AARON V THOMASON 6214 PROFESSIONAL LAND SURVEYOR

BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\4907\SURVEY\TITLE SURVEY

A TITLE SURVEY OF 120.569 ACRES OF LAND OUT OF THE HENRY MARTIN SURVEY No. 65, ABSTRACT No. 518, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING ALL OF A 60.259 ACRES OF LAND CONVEYED TO DON LUNDGREN AND JULIE LUNDGREN IN DOCUMENT NUMBER 2016064138, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND ALL OF A 60.259 ACRES OF LAND CONVEYED TO TRAVIS LUNDGREN IN DOCUMENT NUMBER 2017018074, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS,

TITLE COMMITMENT GF# 201603541,

TO: BETTY S. LUNDGREN, DON LUNDGREN AND WIFE JULIE LUNDGREN AND TRAVIS LUNDGREN, REAL ESTATE DEVELOPMENT FINANCE CO., FIRST AMERICAN TITLE COMPANY, AND HERITAGE TITLE COMPANY OF AUSTIN, INC.

EFFECTIVE DATE: MAY 12, 2017.

THIS TRACT IS SUBJECT TO THE FOLLOWING TITLE EXCEPTIONS:

a) ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER A. & LIGHT COMPANY, BY INSTRUMENT DATED MAY 16, 1936, RECORDED IN VOLUME 544, PAGE 355 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS – as shown on drawing

b) ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, BY INSTRUMENT DATED NOVEMBER 5, 1969, RECORDED IN VOLUME 545, PAGE 636 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS – as shown on drawing

d) WATER PIPE LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION, BY INSTRUMENT DATED NOVEMBER 5, 1969, RECORDED IN VOLUME 3816, PAGE 278 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS – blanket type easement

f) THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN CERTIFICATE OF VOTER REGISTRAR DATED AUGUST 29, 2005 RECORDED UNDER DOCUMENT NO. 2005170424 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

g) THE TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN ANNEXATION DEVELOPMENT AGREEMENT DATED MAY 26, 2015, RECORDED UNDER DOCUMENT NO. 2015113326 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon and that said property has access to and from a dedicated roadway except as shown hereon. The legally described property IS NOT within a special flood hazard area as designated by the Department of Housing and Urban Development Federal Insurance Administration Flood Hazard Boundary Map Number 48491C0455E for Williamson County, Texas, dated September 26, 2008.

Dated, this the 23rd day of MARCH, 2017.
REVISED, 25th DAY OF MAY 2017–Title Comments

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

AARON V. THOMASON, R.P.L.S. #6214
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, Texas 78749
512-280-5160 512-280-5165 (fax)
aaron@cbdeng.com

ORIGINAL COPY VALID ONLY IF SEALED IN RED INK
BEARING BASIS: TEXAS COORDINATE SYSTEM CENTRAL ZONE (4203)

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH:– J:\4907\SURVEY\TITLE SURVEY

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
A RESOLUTION OF THE CITY OF ELGIN, TEXAS NOMINATING A PERSON TO SERVE ON THE BOARD OF THE TRAVIS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: Administration

PROPOSED ACTION:
The City of Elgin's possible nomination of a person or persons to serve on the Board of Directors of the Travis Central Appraisal District.

BACKGROUND:
Due to the notification by Rico Reyes of his inability to continue to serve on the Travis County CAD, representing the eastern jurisdictions, Travis County is requesting additional nominees for the Board position representing the eastern jurisdictions. Nominations must be delivered to the Chief Appraiser in the form of a resolution on or before January 15, 2018. On or before January 31, 2018, the Chief Appraiser will prepare a ballot listing all the candidates nominated and deliver a copy of such ballot to the presiding officer of the governing body of each city and school district in western Travis County. The ballot must be returned to the Chief Appraiser by March l, 2018.

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

RECOMMENDATION:
Consider nomination(s), if any, of person to the Board of Directors of the Travis County Central Appraisal District.

ATTACHMENTS:

Travis County Central Appraisal District Letter
Resolution

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

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

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS
RICHARD LAVINE
CHAIRPERSON
KRISTOFFER S. LANDS
VICE CHAIRPERSON
ED KELLER
SECRETARY/TREASURER

MARYA CRIGLER
CHIEF APPRAISER

BOARD MEMBERS
TOM BUCKLE
BRUCE ELFANT
BRUCE GRUBE
ELEANOR POWELL
RICO REYES
JAMES VALADEZ
BLANCA ZAMORA-GARCIA

CITY OF ELGIN
THOMAS MATTIS, CITY MANAGER
310 N MAIN ST
P O BOX 591
ELGIN, TX 78621

September 6, 2017

Courtesy Copy
Original mailed to presiding officer

Members of the Board of Directors of the Travis Central Appraisal District serve two year, staggered terms. The terms of five of the current Board will expire this year. Accordingly, the election of members to the Board must be conducted this fall to select those persons who will serve in that capacity for the term beginning January 1, 2018.

To be eligible to serve on the Board of Directors, and individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office. An elected official may be a member of the Board; however, an employee of a taxing jurisdiction may not be a member unless they are also an elected official.

Your jurisdiction is defined to be in the eastern part of the County. A complete list of those jurisdictions is enclosed. The Property Tax Code requires that, should you desire to make a nomination to the Board, you deliver the name of the nominee to the Chief Appraiser in the form of a resolution on or before October 13, 2017. Your current representative board member is: **Rico Reyes**

On or before November 1, 2017, the Chief Appraiser will prepare a ballot listing all the candidates nominated and deliver a copy of such ballot to the presiding officer of the governing body of each city and school district in western Travis County. The ballot must be returned to the Chief Appraiser by December 1, 2017.

On or before December 15, 2017 the Chief Appraiser will count the votes by such cities and school districts, declare the results thereof, and submit the same to the governing bodies of each city and school district, and to each of the candidates nominated by such cities and school districts. In the event of a tie vote, according to the Property Tax Code, it will be resolved by a method of chance by the Chief Appraiser.

If you desire to submit a nomination, please do so by October 13, 2017 in the form of a resolution to the following address:

Marya Crigler
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

If you have any questions, please feel free to call me at (512) 834-9317, ext. 337.

Sincerely,
Marya Crigler
Chief Appraiser
Travis Central Appraisal District

Representation	Jurisdiction	Presiding Officer
EAST	AUSTIN COMM COLL DIST	DR. BARBARA P. MINK, BOARD CHAIR
EAST	CITY OF CREEDMOOR	THE HONORABLE ROBERT WILHITE, MAYOR
EAST	CITY OF ELGIN	THE HONORABLE CHRIS CANNON, MAYOR
EAST	CITY OF MANOR	THE HONORABLE RITA G JONSE, MAYOR
EAST	CITY OF MUSTANG RIDGE	THE HONORABLE ALISANDRO FLORES, MAYOR
EAST	CITY OF PFLUGERVILLE	THE HONORABLE VICTOR GONZALES, MAYOR
EAST	CITY OF ROUND ROCK	THE HONORABLE CRAIG MORGAN, MAYOR
EAST	COUPLAND ISD	KANDICE SAMUELSON, PRESIDENT
EAST	DEL VALLE ISD	REBECCA BIRCH, PRESIDENT
EAST	ELGIN ISD	BYRON MITCHELL, PRESIDENT
EAST	MANOR ISD	MARLIN THOMAS, PRESIDENT
EAST	PFLUGERVILLE ISD	VERNAGENE MOTT, PRESIDENT
EAST	ROUND ROCK ISD	DIANE COX, PRESIDENT
EAST	VILLAGE OF SAN LEANNA	THE HONORABLE ELIZABETH A KORTS, MAYOR
EAST	VILLAGE OF WEBBERVILLE	THE HONORABLE HECTOR GONZALES, MAYOR

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS NOMINATING A PERSON TO SERVE ON THE BOARD OF THE TRAVIS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS the Texas Property Tax Code allows tax jurisdictions to nominate a person to serve on the Board of the Bastrop Central Appraisal District for a term of office of two years beginning January 1, 2018;

AN WHEREAS to be able to serve on the Board of Directors, and individual must be a resident of Travis County for at least two years immediately preceding the date he or she takes office.

AND WHEREAS, the City of Elgin desires to nominate a person to said Board;

AND WHEREAS, said tax unit recognizes the importance of cost-effective operations of the Appraisal District,

NOW THEREFORE, we hereby nominate the following person or persons for a position on the Board of Directors of the Travis County Appraisal District.

_____

Approved on this the _____ day of _____, 2017.

_____
Presiding Officer of Tax Unit,
Chris Cannon, Mayor

_____
Attest, Secretary of the Tax Unit,
Amelia Sanchez, City Secretary

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
A RESOLUTION OF THE CITY OF ELGIN SUSPENDING THE RATE INCREASE EFFECTIVE DATE OF CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS SOUTH TEXAS DIVISION REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE CENTERPOINT SOUTH TEXAS SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN GUD NO. 10669 AT THE RAILROAD COMMISSION; AUTHORIZING LEGAL REPRESENTATION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

DEPARTMENT: Administration

PROPOSED ACTION:
Consideration of the Resolution as presented regarding CenterPoint Energy's proposed rate increase.

BACKGROUND:
This

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

RECOMMENDATION:

Approval of the Resolution as presented

ATTACHMENTS:

Summary
Resolution

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

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

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

CenterPoint Energy Gas – South Texas Division
Statement of Intent to Change Rates
November 16, 2017

Filing Summary:

- Last CenterPoint rate case filed for the South Texas Division was in December 2010, approximately seven years ago.

- Within the South Texas Division, CenterPoint provides service to 142,288 customers (132,129 residential customers).

- Filing is based on a Test Year ending June 30, 2017.

- CenterPoint is requesting a rate increase of $540,000. This is an overall 1.0% increase in revenues (excluding gas cost).

- Beeville, Eagle Lake, El Camp, Floresville, Goliad, Hallettsville, Kenedy, New Braunfels, Nordheim, Palacios, Pleasanton, San Diego, San Marcos, Schertz, Seguin, Selma, Sinton and Weimar have already ceded their original jurisdiction to the Railroad Commission of Texas ("Commission") pursuant to the Gas Utility Regulatory Act ("GURA") § 103.003(a).

- Allocation of proposed revenue increase by class:

South Texas Division Classes	Number of Customers	Revenue Change, Exclusive of Revenue-Related Taxes
Residential	132,129	$1.8 million
General Service – Small	9,881	$(1.2) million
General Service – Large Volume	278	$(0.042) million
TOTAL	142,288	$0.54 million

1. Average monthly bill changes:
   Residential customers: **3.8% increase** excluding gas cost and 2.7% increase with gas cost
   Small Commercial: **-16.8% decrease** excluding gas cost and -6.3% decrease with gas cost
   Large Volume: **-3.9% decrease** excluding gas cost and -0.7% decrease with gas cost

2. Average residential customer's monthly bill will increase by approximately **$1.13**.

3. **11.9% increase** in proposed Residential customer charge: from $23.24 to $26.00.

4. Significant tariff changes:

   i. New Safety & System Integrity (SSI) Regulatory Asset

   ii. New Hurricane Harvey cost recovery surcharge, which equals $0.39 for Residential, General Service-Small, and General Service-Large Volume customers.

   iii. Proposal to split its rate schedules for Residential, General Service-Small, and General Service-Large Volume customers into separate schedules for 1) the incorporated areas and the 2) unincorporated areas

Significant Issues:

- Review class cost allocation since residential class gets an increase and general service classes get decreases.
- Residential customer charge reflects increases due to GRIP. Should re-set customer charge in $15.00 range.
- ROE is excessive compared to recent Commission decisions. An ROE below 9.835% results in an overall rate rollback.
- Review pensions & benefits expense assumptions.
- Review new depreciation rate assumptions.
- Review new SSI regulatory asset assumptions.
- Review calculation of Hurricane Harvey surcharge.

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RESOLUTION NO. _____

RESOLUTION OF THE CITY OF ELGIN SUSPENDING THE RATE INCREASE EFFECTIVE DATE OF CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS SOUTH TEXAS DIVISION REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE CENTERPOINT SOUTH TEXAS SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN GUD NO. 10669 AT THE RAILROAD COMMISSION; AUTHORIZING LEGAL REPRESENTATION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about November 16, 2017, CenterPoint Energy Entex and CenterPoint Energy Texas Gas (CenterPoint), pursuant to Gas Utility Regulatory Act § 104.102 filed with the City of Elgin a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within its Southern Division service area effective December 21, 2017; and

WHEREAS, it is reasonable for the City of Elgin to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, CenterPoint has filed an application with the Railroad Commission, GUD No. 10669, that could become the docket into which appeals of city action on the CenterPoint filing are consolidated;

WHEREAS, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the December 21, 2017, effective date of the rate request submitted by CenterPoint on or about November 16, 2017, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. That the City is authorized to cooperate with other cities in the CenterPoint service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the City regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Railroad Commission.

3. That subject to the right to terminate employment at any time, the City of Elgin hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink and consultants to represent the City in all matters associated with the CenterPoint application to increase rates and appeals thereof.

4. That intervention in Railroad Commission GUD No. 10669 be authorized.

5. That the City's reasonable rate case expenses shall be reimbursed by CenterPoint.

6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Stacey Murphree, Regulatory Portfolio Management, CenterPoint Energy, 1111 Louisiana Street, Houston, Texas 77002, and to Thomas Brocato, at Lloyd Gosselink, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

_____
Chris Cannon,
Mayor, City of Elgin

ATTEST:

_____
Amelia Sanchez, City Secretary

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
Adjourn into Executive Session pursuant to (1) Section § 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations: to deliberate the offer of a financial or other incentive to a business prospect; and (2) Section §551.074 of the Texas Government Code, Deliberation Regarding Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Chief of Police and/or Director of Finance; and the annual performance evaluation of the City Manager

DEPARTMENT: Administration

PROPOSED ACTION:
Consider information presented by staff and/or the City Attorney in Executive Session

BACKGROUND:
Under Texas Open Meetings law, there are seven exceptions that generally authorize closed meetings, also known as “Executive Sessions.” The exceptions include discussions involving: (1) purchase or lease of real property; (2) security measures; (3) receipt of gifts; (4) consultation with attorney; (5) personnel matters; (6) economic development; and (7) certain homeland security matters. However, any and all final actions, decisions, or votes of the Elgin City Council related to such Executive Session items will be made in an open meeting

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

RECOMMENDATION:

Direction to staff and/or City Attorney as appropriate on matters discussed in Executive Session

ATTACHMENTS:

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

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

ELGIN CITY COUNCIL MEETING
AGENDA ITEM EXECUTIVE SUMMARY

ITEM:
Discussion and action, if any, in regard to the City Manager's annual performance review.

DEPARTMENT: Administration

PROPOSED ACTION:

BACKGROUND:

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

RECOMMENDATION:

ATTACHMENTS:

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

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