ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
February 3, 2026
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

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

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

VI. ANNOUNCEMENTS

1. **Cards for Hospitalized Kids with Elgin First Responders Friday, February 6th 5pm-7pm at Elgin Recreation Center**

2. **Adult Craft Day Valentines Cards Friday, February 6th at 2pm at Elgin Public Library**

3. **Story Time with City Council Member Arthur Gibson Tuesday, February 17th at 10:30 AM at Elgin Public Library**

VII. PRESENTATION

1. **A PROCLAMATION HONORING MARILYN E. JONES, Ph.D**

2. **Annual Presentation by the Chamber of Commerce and Visitor's Center to the City Council**

VIII. CITY MANAGERS REPORT

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

2. **Economic Development Corporation Quarterly Report**

3. **Main Street Board Quarterly Report**

4. **Explore Elgin (Alvarez)**

5. **Discussion and Possible Action on the Establishment of Date/s in June or July 2026 for a Strategic Planning Session, after the May 2, 2026, Elections in order to reserve date with facilitator and venue**

6. **Report on Timeline of the Refunding of Maturing Bonds**

IX. CONSENT AGENDA

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

1. **City Council Regular Meeting Minutes - January 20, 2026**

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

X. NEW BUSINESS

1. **A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CREATION AND FUNDING OF ONE (1) FULL-TIME EQUIVALENT ADMINISTRATIVE ASSISTANT II POSITION WITHIN THE POLICE DEPARTMENT. (Sanders/Johnson)**

2. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE EMERGENCY SERVICES DISTRICT NUMBER 3 FOR EMERGENCY MEDICAL**

SERVICES FOR THE TRAVIS COUNTY RESIDENTS OF THE CITY OF ELGIN, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

3. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS: DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION (Standifer)**

XI. EXECUTIVE SESSION

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

1. **The City Council will convene in Executive Session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) to seek legal advice from the City Attorney regarding Wastewater Treatment Plant No. 2, including legal issues related to the City's rights, obligations, regulatory matters, real property interests, and potential claims or litigation associated with the facility.**

XII. RECONVENE

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

XIII. ADJOURNMENT

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

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

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and

special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3223. Please provide forty-eight hours notice when feasible.

I, Peyton Standifer, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Wednesday, January 28, 2026, in accordance with Chapter 551 of the Texas Government Code.

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A PROCLAMATION HONORING MARILYN E. JONES, Ph.D

DEPARTMENT: Executive

PROPOSED ACTION: No action is necessary.

BACKGROUND:
This is a proclamation for the Hatitude event.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. Proclamation for Marilyn Jones - Hatitude

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

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

A PROCLAMATION HONORING MARILYN E. JONES, Ph.D

WHEREAS, Dr. Marilyn Jones has dedicated more than four decades to education, public service, and community leadership. She has worked in public schools, higher education, and municipal government, supporting students, shaping policy, and advancing community projects; and

WHEREAS, Dr. Jones made history in 1984 as the first Black woman elected to the Waco City Council and has served on numerous committees, nonprofit boards, and civic initiatives; and

WHEREAS, She has worked with three Texas governors, multiple state-elected officials, and has met seven U.S. presidents. As a young woman, she was part of an international student delegation to England and met Queen Elizabeth II, and she has traveled extensively throughout Europe and the United States; and,

WHEREAS, A lifelong advocate for children and families, she has implemented educational programs, contributed to major state initiatives like the Texas School for the Deaf Reconstruction Project, and worked alongside multiple Texas governors and U.S. presidents. She has also been recognized for her entrepreneurial spirit, extensive volunteerism, and lifelong commitment to community service; and

WHEREAS, Dr. Jones holds a PhD in Child Development and Early Childhood Education from Texas Woman's University and has taught at multiple higher education institutions, including Texas Woman's University, Prairie View A&M University, Paul Quinn College, and Austin Community College. Her academic and professional expertise extends into counseling, career development, early childhood education, and workforce training. In addition to her work in education, she served in senior roles with the Texas Comptroller of Public Accounts, the Texas General Land Office, and the City of Austin's Brownfields Program, where she contributed to policy development, land-use planning, and major public initiatives. Notably, she successfully helped write legislation and secure funding for the $45 million Texas School for the Deaf Reconstruction Project; and,

WHEREAS, Dr. Jones is a proud life-time member of Delta Sigma Theta Sorority, enjoys the outdoors, and continues to inspire others through her leadership, compassion, and dedication to making a difference; and,

WHEREAS, Dr. Jones is also an entrepreneur, having successfully owned and operated a waiter staffing and food concessions business, and is an avid writer and researcher with a passion for analytical inquiry, she has been featured in the *Austin American-Statesman* and *Jet Magazine* and has received numerous awards for her leadership and service; and,

WHEREAS, Dr. Jones is a native of Waco, Texas, and a member of Toliver Chapel Baptist Church, she actively participates with the Strait Gate Fellowship Baptist Church in Elgin; and,

WHEREAS, additionally, her volunteer service includes membership in Bastrop County Historical Commission, the Elgin Rising Star Eastern Star Chapter, Elgin Girl Scout Troop #473 and the Elgin NAACP.

NOW THEREFORE, I, THERESA Y. MCSHAN, Mayor of the City of Elgin, urge all citizens of Elgin and surrounding communities to join together in recognition and appreciation for Dr. Jones and the commitment and contribution she has made to this community.

IN OFFICAL RECOGNITION WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Elgin, Texas to be affixed this 3rd day of February 2026.

_____

Theresa McShan, Mayor
City of Elgin, Texas

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Annual Presentation by the Chamber of Commerce and Visitor's Center to the City Council

DEPARTMENT: Executive

PROPOSED ACTION: No action is necessary.

BACKGROUND:
This annual presentation is required of the Chamber of Commerce and Visitor's Center by the contract. This presentation is intended to update the Council on the Chamber of Commerce and Visitor's Center's activities and progress. Heather Bloom, Chamber of Commerce President, will provide the Council with this presentation.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. Chamber of Commerce Annual Report 2.3.2026

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

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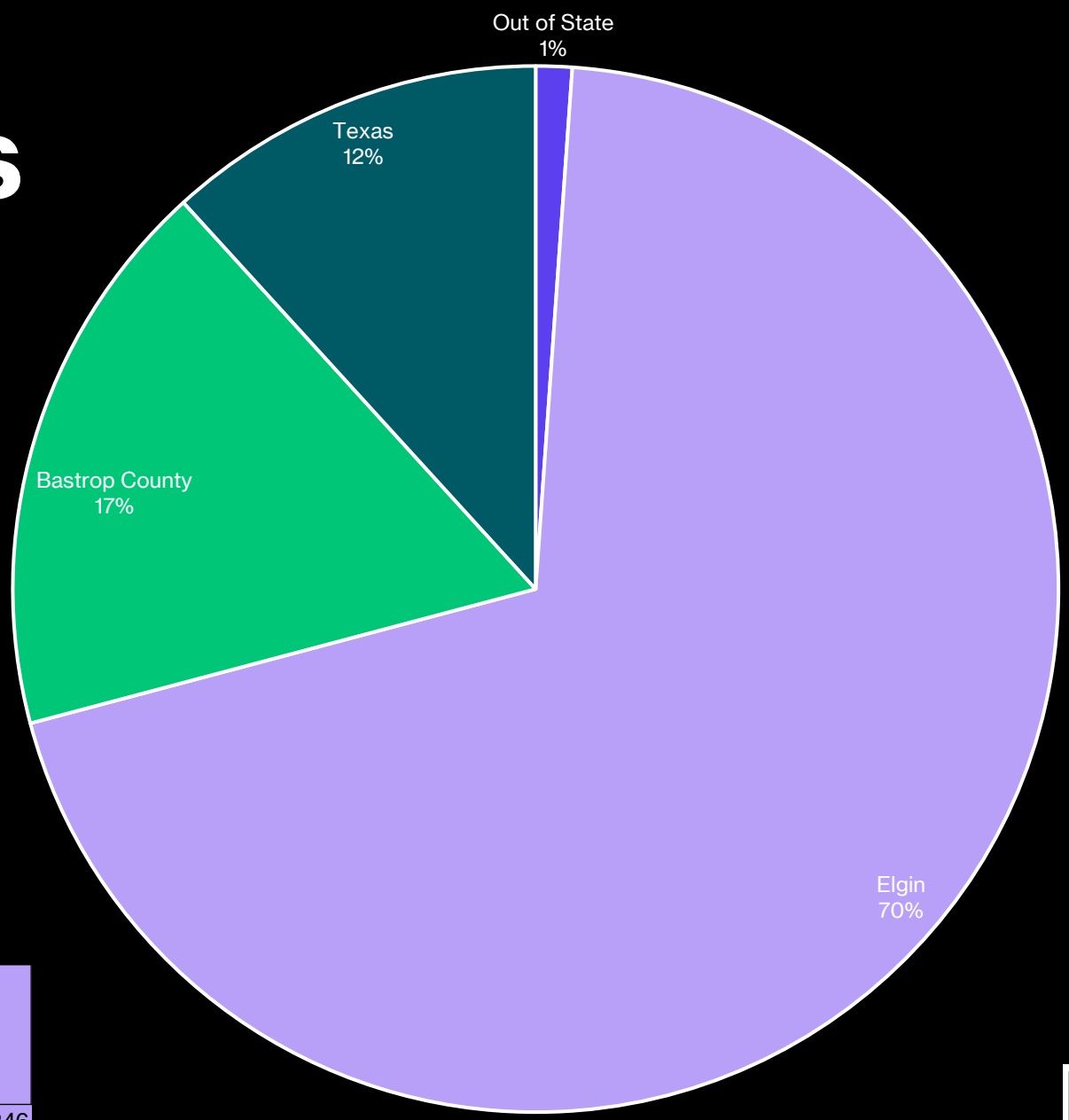
Elgin Chamber of Commerce

& VISITOR CENTER

Annual Report

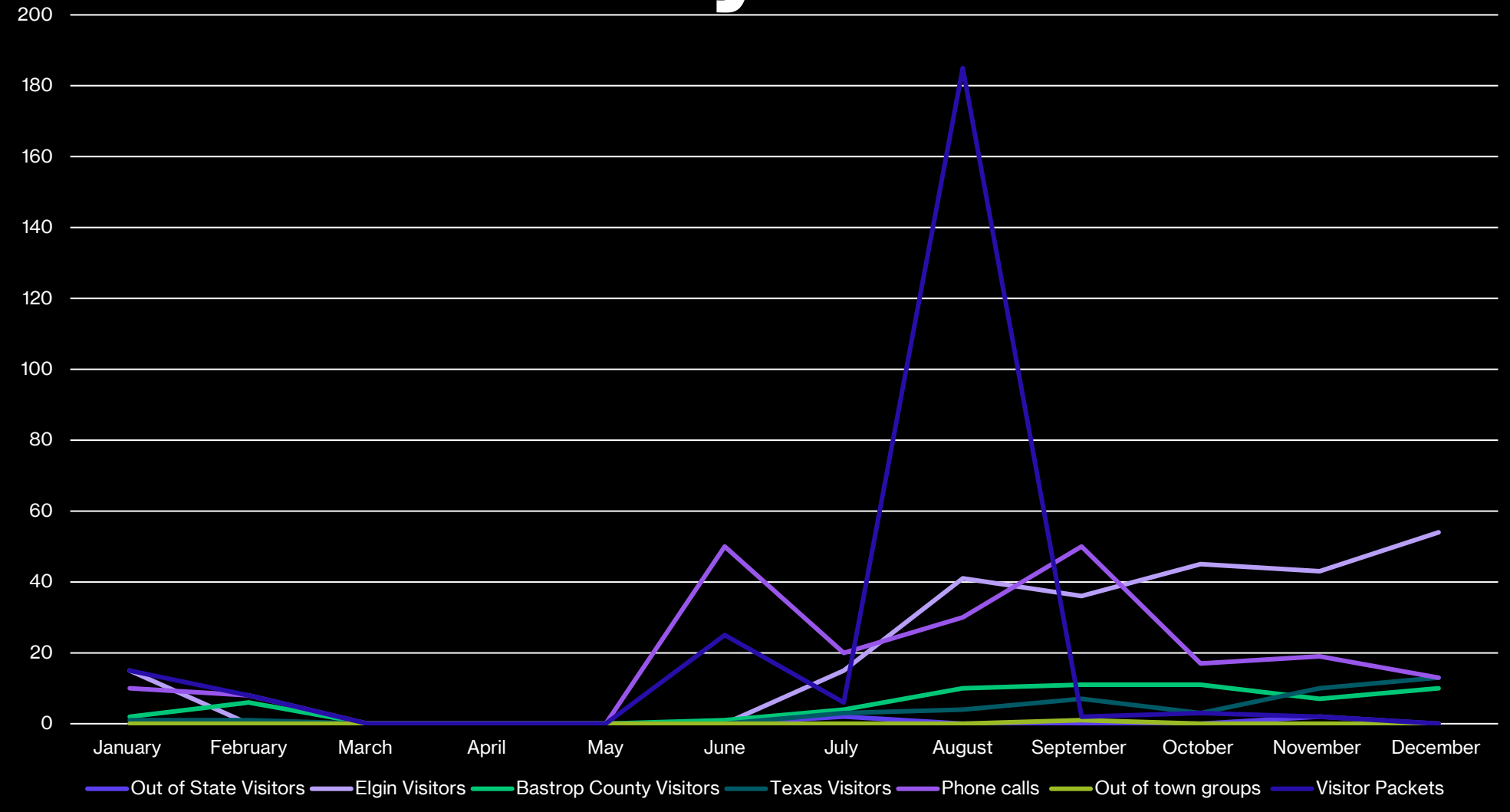
2025 Visitors



Out of State	Elgin	Bastrop County	Texas	Out of Town Phone calls	Out of town groups	Visitor Packets
4	249	62	42	147	1	246

Elgin Chamber of Commerce

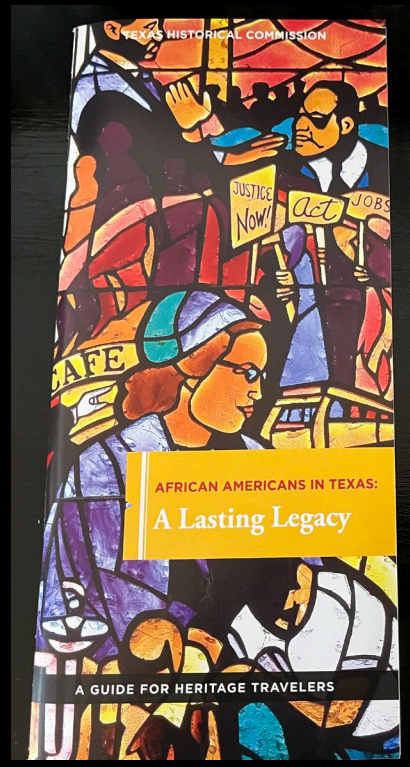
2025 Visitors by Month



Elgin Chamber of Commerce

Visitor Center

ENERGY DRINKS
HEALTHY SHAKES
Your Home Away from Home
Sunset Lodge
Elgin, Texas
For Reservations
512.285.4689
www.sunsetlodgeelgintx.com
OWL


TEXAS HISTORICAL COMMISSION
JUSTICE NOW!
Act
JOBS
AFRICAN AMERICANS IN TEXAS:
A Lasting Legacy
A GUIDE FOR HERITAGE TRAVELERS

Elgin Texas
Black History Self
Guided Tour
Established in 1872 Elgin is full of history. Join this self guided tour for a closer look at schools, churches, and businesses that are an integral part Elgin's Black history.
www.elgintx.com

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ALL YOU NEED IS LOVE AND MORE COFFEE
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BEST
2025
SEE THE WINNERS OF BASTROP COUNTY BEST 2025

ELGIN TX
#VISITELGINTX
THE TEXAS BBQ TRAIL
TASTE TEXAS' BBQ
"LEGENDS"
BASTROP
ELGIN
LOCKHART
LULING
TAYLOR
TEXASBBQTRAILS.COM
PARKS & REC
Elgin Recreation Center

How we promote Elgin

- Promotion & Tourism meetings
- Social Media
- Flyers
- Newspapers
- Community Calendar & website
- Promotional Activities
- Tourism related meetings & Promotional events

Elgin Chamber of Commerce

Looking forward to 2026

- Increased visibility
- New tracking methods
- Improved report format
- Dedicated partnership

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public Safety Advisory Committee Quarterly Report

DEPARTMENT: Police

PROPOSED ACTION: No action is required at this time.

BACKGROUND:
This quarterly report covers the fourth quarter of 2025 for the Public Safety Advisory Board.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. PSAC Quarterly Report 4th Quarter 2025

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

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

Elgin Police Department

Memorandum

Date: January 16, 2026

To: Peyton Standifier, *City Secretary*

From: Chris Noble, *Chief of Police*

Re: Public Safety Advisory Committee Quarterly Report: October – December 2025

The Public Safety Advisory Committee met on October 23, 2025 for its fourth quarterly meeting of 2025. Only one of the seven members (Bradford Holman) was absent.

Items discussed in the Chief's Update and New Business were:

- CALEA Accreditation ongoing status, Grant award if ~$50,000 from the Motor Vehicle Crime Prevention Authority to purchase thermal imaging cameras for crime detection and prevention
- Department reorganization, shift compression to reallocate patrol officers to staff four positions: Community Liaison, Crime Analyst, two traffic shift officers.
- EPD's recognition for Community Partner of the Year by the Elgin Chamber of Commerce
- 290 Toll Road extension into and through Elgin
- Consider restarting the EPD Citizen's Police Academy
- Request PSAC members to submit for consideration and action by EPD for community projects within their respective neighborhoods

Proposed Activities:

- Action on Committee recommendations

Recommended Council Actions:

- None

Next PSAC meeting is scheduled for January 22, 2026

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Economic Development Corporation Quarterly Report

DEPARTMENT: EDC

PROPOSED ACTION: No action is necessary.

BACKGROUND:
This quarterly report for the Economic Development Corporation.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. EDC Quarterly report 1-22-2026

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

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ELGIN ECONOMIC DEVELOPMENT CORPORATION QUARTERLY REPORT

DATE: 01/23/2026

SUMMARY OF ACTIVITIES FROM October 2025 – January 2026

Board Members:

Bryan Bracewell, President
Cody Mauck, Vice President
Vicki Dumbeck, Secretary
Sue Brashar, Member
Irina Cortinas, Member
Steven Cutbirth, Member
Chuck Swain, Member

October - 2025

- Approval of appointing the Interim Director of Economic Development as the Director of Economic Development.
- Approval of a Business Enhancement Grant for Giant Printing in the amount of $3,612.50.
- Approval of a resolution to sell the remainder of Lot 1, Block A, Elgin Business Park II, to Aviator Enterprises LLC and Version 1 LLC for $490,572.72.
- Approval of up to $20,000 in funding for the installation of a grease interceptor system as part of infrastructure improvements supporting businesses in Downtown Elgin.
- Approval of acquiring marketing support services for Korean outreach with Korea Texas Forum.
- Approval of a Letter of Intent for Elgin ER, LLC.
- Discussion to approve a 380 agreement with Project High Rock – no action taken.
- Discussion regarding potential land development opportunities – no action taken.

7 Board Members present, 0 Board Members absent: Bracewell – present, Mauck – present, Dumbeck – present, Brashar – present, Cortinas – present, Cutbirth – present, Swain – present.

November - 2025

- No Board meeting was held in November 2025.

ELGIN ECONOMIC DEVELOPMENT CORPORATION QUARTERLY REPORT

December - 2025

- Approval of a payment of $88,062 to Carr Lane Manufacturing as per the Economic Development Agreement.
- Approval of funding for the Capital Area Rural Transportation System (CARTS) in the amount of $10,000 to support transportation services in Elgin.
- Approval of an LOI for Elgin Urgent Care, LLC.
- Approval of an Economic Development Agreement with AV Elgin 46, LP, AV Elgin 46 QOF, LP, and MRRM QOZP, LP.
- Construction updates for the 3 businesses under construction in the Elgin Business Park.

6 Board Members present, 1 Board Members absent:

Bracewell – present, Mauck – absent, Dumbeck – present, Brashar – present, Cortinas – present, Cutbirth – present, Swain – present

January – 2026

- 2025 Annual Report Presentation provided by EDC Director.
- Financial Report provided by EDC Director.
- Approval of a Business Enhancement Grant for ATX Jerky in the amount of $20,000.
- Approval of a Business Enhancement Grant for 119 West Second Street in the amount of $8,870.
- Approval to set the EDC Board Strategic Planning Retreat for February 11 at 3:00PM.
- Construction updates for the 4 businesses under construction in the Elgin Business Park.

7 Board Members present, 0 Board Members absent:

Bracewell – present, Mauck – present, Dumbeck – present, Brashar – present, Cortinas – present, Cutbirth – present, Swain – present

PROPOSED ACTIVITIES FROM FEBRUARY 2026 - APRIL 2026 MEETINGS

- Annual work plan at the Board Strategic Planning Retreat on February 11th
- Business Retention software implementation.
- Marketing videos completed and distributed.
- Finalize agreement for 10-Acres in Elgin Business Park.
- Infrastructure expansion to assist projects that will benefit the community.
- Retail recruitment conference to generate leads for new developments.

- Continued negotiations and support for upcoming healthcare projects

BUDGET UPDATE (only for EDC)

Sales Tax Revenue		
October	$ 111,472.00	
November	$ 126,124.00	
December	$ 139,350.00	
January	$ 130,717.00	

Notable Expenses

		Notes
Carr Lane MFG CO	$88,062.00	Year 3 contract payment
Attorney Fees	$6,695.00	Contract review by attorney
Opportunity Austin	$5,000.00	Annual Dues
Margarito Palacios	$250.00	Landscaping in Elgin Business Park
John's Plumbing	$15,000.00	Downtown interceptor infrastructure project
Giant Printing, Inc.	$2,775.00	City Wide Business Enhancement Grant
Capital Area Rural Transportation System (CARTS)	$10,000	Community workforce transportation support

RECOMMENDED COUNCIL ACTION

No action is recommended at this time. We look forward to collaborating during upcoming strategic planning sessions with the EDC and City Council to ensure our economic development visions remain aligned.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Main Street Board Quarterly Report

DEPARTMENT: Community Services

PROPOSED ACTION: No action is required at this time.

BACKGROUND:
This quarterly report is for the Main Street Board's 4th quarter.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. Main Street 2025
2. MSB Quarterly Reports Oct 2025-Dec 2025

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

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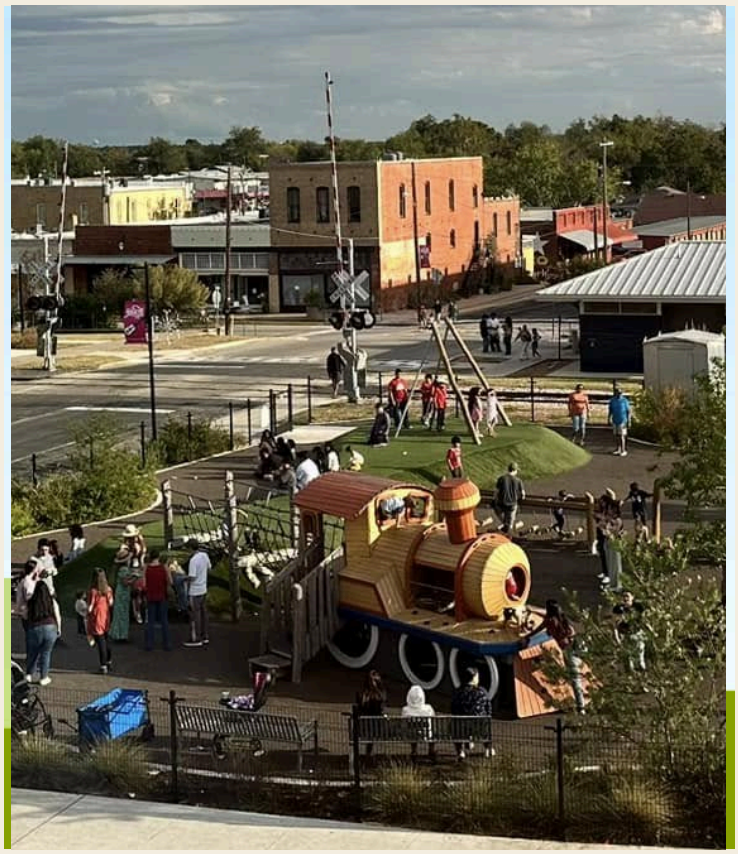
ELGIN MAIN STREET PROGRAM

2025



ELGIN MAIN STREET PROGRAM | PO BOX 591 | ELGIN, TEXAS 78621 | KRISTINA.ALVAREZ@ELGINTEXAS.GOV

COMMUNITY IMPACT REPORT

In 2025, the Elgin Main Street Program continued to celebrate our community's rich history while advancing meaningful revitalization efforts in the heart of downtown. Over the past year, we have seen steady progress that reflects both strategic planning and strong community support. New businesses and expanded storefronts have brought fresh energy to Main Street, strengthening the local economy and reinforcing downtown as a vibrant destination for residents and visitors alike.

Ongoing investment in streetscapes, sidewalks, and public art has enhanced the downtown experience, improving walkability and elevating the unique sense of place that defines Elgin. These improvements have fostered greater activity, inspired local pride, and created inviting spaces for gatherings, events, and everyday connections. Downtown Elgin continues to be a dynamic center of community life, honoring its historic character while embracing growth and opportunity.

6 New Businesses

Welcomed a net of 6 new businesses in Elgin's historic downtown in 2025

$8.63 Million

In public and private investment in 2025 ($42.4M total investment since 1990).

$12k in Business Assistance

Strategic investment in the downtown district through grants and targeted marketing.

$45.9k in Volunteer Hours

Over 1,318 volunteer hours in 2025, using the national value of volunteer time ($34.79 per hour) https://independentsector.org/resource/value-of-volunteer-time/

The impact of our collective efforts is evident in the 1,318 volunteer hours contributed to the Main Street Program this year. Our volunteers, including board and committee members, have been instrumental in beautification projects and events, helping shape the downtown landscape and strengthen community pride.

While these figures tell a story of success, the true value of the Main Street Program lies in the sense of shared ownership it fosters. By bringing together businesses, residents, and visitors, we have cultivated a community identity that will continue to drive Elgin's growth and vitality. As we look to 2026 and beyond, we are confident that the Main Street Program will remain essential to the economic, cultural, and social heart of our city.

> Main streets are the heart of communities, they connect people, history, and opportunity in ways that shape our lives." — Anonymous

MAIN STREET BOARD QUARTERLY REPORT

DATE: January 25, 2026

SUMMARY OF ACTIVITIES FROM October 2025 – December 2025

Board Members:

Krista Marx, Sarah Gudenkauf, Jake Carter, Ashley Dahlke, Skie O'Mahoney, Michelle Nicholson, Erin Riley, Amber de la Rosa, Mercathea Hughes

October 2025

Activity Report:

- Final planning and execution of the Hogeye Festival, which drew record attendance and strong community engagement. A total of **766 volunteer hours** were logged for the Hogeye Festival.
- Planning and coordination for the Día de los Muertos Celebration, supporting Elgin Main Street's commitment to inclusive and culturally reflective programming.
- Attendance by Board Members at Meeting(s): Sarah Gudenkauf, Asley Dahlke, Jake Carter, Erin Riley, and Krista Marx

November 2025

• **Activity Report:**

- Execution of the Día de los Muertos Celebration on November 1, reinforcing Elgin Main Street's commitment to inclusive and culturally reflective programming.
- Continued progress on downtown design initiatives, including final elements of the Crosswalk of Unity project and preparation for the Art Alley installation.
- Installation of a bike rack spelling "ELGIN," along with a bike pump and repair station.
- Installation of sidewalk games to improve safety and connectivity between the historic downtown core and the newly expanded section of Veterans Memorial Park.
- **Attendance by Board Members at Meeting(s):** Sarah Gudenkauf, Skie O'Mahoney, Jake Carter, Erin Riley, Krista Marx, and Amber de la Rosa

MAIN STREET BOARD QUARTERLY REPORT

December 2025

• **Activity Report:**

- Execution of the Holiday by the Tracks event and the Lighted Christmas Parade, drawing strong attendance and reinforcing downtown Elgin as a regional holiday destination.
- Continued coordination and planning for upcoming signature events, including the MLK Walk and the Music in the Park Concert Series. Planning timelines were adjusted to meet a new *Downtown 78621 Magazine* print deadline, with the issue now scheduled for release in March instead of May.
- Attendance by Board Members **at Meeting(s):** Sarah Gudenkauf, Jake Carter, Mercathea Hughes, Erin Riley, and Krista Marx

PROPOSED ACTIVITIES FROM January 2026 – March 2026 MEETINGS

- Finalize investment metrics and volunteer hours for end-of-year reporting (1,318 total volunteer hours recorded for the Main Street program in 2025).
- Finalization of materials and data collection for submission of state quarterly reporting and national Main Street accreditation.
- Conduct a Main Street Board Retreat to update Transformation Strategies.
- Advance Economic Vitality Committee initiatives, including expanded business outreach and support strategies.
- Complete installation of the first Art Alley frame.
- Continue planning and execution of downtown promotions and events, including preparation for the 2026 Music in the Park Concert Series and the Hogeye Festival.

RECOMMENDED COUNCIL ACTION

No action requested at this time.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Explore Elgin (Alvarez)

DEPARTMENT: Community Services

PROPOSED ACTION: No action is necessary at this time.

BACKGROUND:
The City of Elgin Main Street Program has expanded its popular Explore Elgin Arts and Culture Weekend, previously held the second weekend in May, to include activities held in the City throughout the year, with themes for each month tying the events together. The expanded program will include and expand most of the activities previously limited to a single weekend, including farm tours, art exhibitions, musical performances, and activities for the entire family. Residents and visitors will be encouraged to join the fun by posting photos on the City's social media pages.

The program began in January with the theme "Self Care and Visualization." Promoted activities include the Polar Bear Plunge, the Clothing Swap and free women's health clinic at the Rec Center, the MLK Walk, and Dry January. A full schedule of events, including the themes for each month, can be found on the City's website and on the attached press release announcing the expansion and the Explore Elgin 2.0 document created with the support of the Elgin Main Street Program.

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

RECOMMENDATION:
None.

ATTACHMENTS:
1. COE PR 2026 01 Explore Elgin
2. Explore Elgin 2.0

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
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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.

PRESS RELEASE

CITY OF ELGIN, TEXAS

CONTACT:

Stacey Osborne

Acting Public Information Officer, City of Elgin

stacey.osborne@elgintexas.gov | (512) 229-3213 (O) | (512) 801-5748 (C)

FOR IMMEDIATE RELEASE 1/15/26

CITY INVITES RESIDENTS AND VISITORS TO EXPLORE ELGIN ARTS AND CULTURE ALL YEAR LONG

Popular Program Expands, Adds Opportunities to Collaborate

Elgin, Texas – The City of Elgin Main Street Program has expanded its popular Explore Elgin Arts and Culture Weekend, previously held the second weekend in May, to include activities held in the City throughout the year, with themes for each month tying the events together. The expanded program will include and expand most of the activities previously limited to a single weekend, including farm tours, art exhibitions, musical performances, and activities for the entire family. Residents and visitors will be encouraged to join the fun by posting photos on the City's social media pages. A full schedule of events, including the themes for each month, can be found on the City's website, elgintexas.gov.

Monthly Themes

Each month, the City's Communications Department will post a theme on the City's website and social media accounts and encourage local businesses, nonprofit organizations, and City departments to host events and activities centered around that theme and post them on social media with the hashtag **#ExploreElginTX**. Themes and City-sponsored events are posted on the Explore Elgin page on the City's website as well as the City's social media accounts. The City will repost appropriate community activities tagged with **#ExploreElginTX** throughout the month.

(Refer to the graphic chart of themes for each month on page 2.)

PICTURE THIS! Photo Promotion

Each month, the City will host a photo stream on the Visit Elgin Facebook account where visitors and residents can post photos that match that month's theme. Followers of the page can post their favorite photo by liking it. The photo with the most likes will be featured on the City's website, and the photographer will be entered into a drawing for a $25 Downtown Gift Card.

About Elgin

The City of Elgin is a historic rapidly growing community with over 13,000 residents in northern Bastrop and eastern Travis Counties. Home to a vibrant Main Street District, Elgin blends small-town charm with strategic access to Central Texas' booming economy. For more information about Elgin, please visit elgintexas.gov.

-END-

JANUARY Promotional Theme: *Self Care & Visualization* Photo Theme: *Picture Your Best You*	**FEBRUARY** Promotional Theme: *Love, Elgin* Photo Theme: *What do you love about Elgin and/or Your Community?*	**MARCH** Promotional Theme: *Spring into New Beginnings* Photo Theme: *What seeds are you planting?*	**APRIL** Promotional Theme: *Feeding the Soul Through Art & Expression* Photo Theme: *What feeds your soul?*
MAY Promotional Theme: *Preserve Our Heritage, Celebrate Our Community* Photo Theme: *Show us your Heritage*	**JUNE** Promotional Theme: *Summer Fun, Local Pride* Photo Theme: *Summer Lovin'*	**JULY** Promotional Theme: *Honoring Heritage, Celebrating Freedom* Photo Theme: *Fun in the Sun*	**AUGUST** Promotional Theme: *Celebrating the Future* Photo Theme: *Back to School*
SEPTEMBER Promotional Theme: *Taste of the Town* Photo Theme: *Spice it Up*	**OCTOBER** Promotional Theme: *Rooted in Tradition* Photo Theme: *Harvest & Hogeye*	**NOVEMBER** Promotional Theme: *Giving Thanks & Honoring our Traditions* Photo Theme: *Gratitude*	**DECEMBER** Promotional Theme: *Celebrating Community & Joy* Photo Theme: *Home for the Holidays*

2026 Explore Elgin Arts & Culture
Tag us @VisitElginTX
#ExploreElgin

JANUARY – Self Care & Visualization
Kick off the new year with your community! Warm up with friends, creative inspiration, and small steps toward your big dreams. Visions boards, self- care and connection. Winter is the perfect time to connect, create, and plan for what's ahead.

- Polar Bear Plunge at Morris Pool - 1st Saturday in January (3rd). Swimwear required
    - 1st Group Jump 10:30 am
    - 2nd Group Jump 11:15 pm
- Free Week at the Rec – January 1st through 7th
- Free Women's Health Clinic at Elgin Rec Center - 1st Wednesday of Each Month
- Community Clothing Swap at Elgin Rec Center - January 10th from 10 am to 2 pm
- Bastrop County MLK Walk - January 19th
    - 10 am - Walk starts at Veterans Park
    - 11 am - Program at Booker T Washington Elementary
- Nurture your Nervous System at Elgin Public - January 31st
- Dry January

Promotional Theme: *Self Care & Visualization*

Photo Theme: Picture Your Best You

FEBRUARY – Chocolate, Love, & Community
Celebrate love, storytelling, creativity, and connection all month long with sweet treats, and heartfelt gatherings.

- Hatitude – First Saturday in February (7th)
- Valentines Day – February 14th
- Black History Month

Promotional Theme: *Love, Elgin*

Photo Theme: What do you love about Elgin and/or Your Community?

MARCH – Spring Awakening & Farm Tours
Step into spring with a burst of color, movement, and growth! Enjoy the first farm tours of the season and energizing community activities.

- Farm Tours
- St. Patrick's Day Festival – Things Celtic
- Planting workshops – local farms
- Plant swaps - Elgin Plant People
- Seed library at Library

- Spring Break Nature Night at Rec Center
- Celebrating Dr. Suess for Read Across America at the Library - March 7th

Promotional Theme: *Spring into New Beginnings*

Photo Theme: What seeds are you planting?

APRIL – Music, Poetry & Art
Celebrate a month bursting with creativity, where music fills the air, poetry inspires reflection, and art comes alive across town.

- Easter - April 5th
- Elgin Music Festival - April 9th – 11th
- World Art Day - April 15th
- Library Week - April 19th through 25th
- Earth Day - April 22nd
- Relay for Life – April 25th
- Dia de los Ninos - April 25th
- Open Mic Poetry
- ISD UIL One-Act Play Area meets - April 6th through 11th
- Music in the Park is every Friday in April at Veterans Memorial Park from 6 pm to 9 pm

Promotional Theme: *Feeding the Soul Through Art & Expression*

Photo Theme: What feeds your soul?

MAY – Preservation, Heritage & Culture
Honor Elgin's stories, places, and people with a month dedicated to heritage, creativity, and community pride.

- Space Night at the Rec Center - May 2nd
- Cinco de Mayo – May 5th
- Imagine the Possibilities/Historic Architecture Tour & Local Lore
- Mother's Day – May 10th
- Art Studio Tours
- Graduation
- Music in the Park is every Friday in May at Veterans Memorial Park from 6 pm to 9 pm

Promotional Theme: *Preserve Our Heritage, Celebrate Our Community*

Photo Theme: Show us your Heritage

JUNE – Summer Ways & Western Days

Kick off summer with classic Texas style—high-energy celebrations, western flair, and community traditions that bring everyone together.

- Luna Market – 1st Friday in June (5th)

- Summer Reading Program – All Month
- Pride Month – All Month
- Juneteenth Festival- **Need to confirm festival weekend**
- Juneteenth on Juneteenth – June 19th
- Father's Day – June 21st
- Western Days – 4th Weekend in June (25th – 28th)

Promotional Theme: *Summer Fun, Local Pride*

Photo Theme: *Summer Lovin'*

JULY – Independence & Heritage
Celebrate freedom, heritage, and community spirit with a month packed full of classic summer traditions and local festivities.

- Parks & Rec Month
- 4th of July
- Elgin Rodeo
- McDade Watermelon Festival

Promotional Theme: *Honoring Heritage, Celebrating Freedom*

Photo Theme: *Fun in the Sun*

AUGUST – Back to School & Celebrating the Future
Support students, families, and local culture with gatherings that blend learning, community pride, and health-focused fun.

- Cardboard Boat Race
- Lifeguard Showcase & Pool Party
- Elgin Chamber's Stuff the Bus

Promotional Theme: *Celebrating the Future*

Photo Theme: *Back to School*

SEPTEMBER – Harvest & Culinary Month
Savor the season with flavors, festivals, and farm-fresh experiences that highlight local growers, chefs, and traditions.

- Viva Elgin – 3rd Saturday in September (19th)
- Sacred Heart Labor Day Fiesta
- Yegua Creek 20th Anniversary Event
- Dinner on Depot (potential event)

Promotional Theme: *Taste of the Town*

Photo Theme: *Spice it Up*

OCTOBER – Fall Festivals & Harvest

Experience Elgin at its most vibrant with a month of fall color, music, art, and our signature Hogeye celebration.

- National Night Out 1st Tuesday of October (6th)
- Fall Fest - 1st Thursday of October (8th)
- Pumpkin Bash at the Rec Center - October 11th
- Pearls Before Swine Art Show 4th week/end in October (22nd – 24th)
- Hogeye Festival 4th Saturday in October (24th)

Promotional Theme: *Rooted in Tradition*

Photo Theme: *Harvest & Hogeye*

NOVEMBER – Heritage & Gratitude
Gather to honor traditions, celebrate culture, and show gratitude as the holiday season begins.

- Día de los Muertos
- Veterans Day
- Shop Small
- Texas Arbor Day
- Nature Night

Promotional Theme: *Giving Thanks & Honoring our Traditions*

Photo Theme: *Gratitude*

DECEMBER – Home for the Holidays
Celebrate a magical, small-town holiday season filled with lights, music, and community traditions that warm the heart.

- Luna Market – 1st Friday in December (4th)
- ISD Elementary Concert – 1st Friday in December (4th)
- Holiday by the Tracks - 1st Saturday in December (5th)
    - Lighted Christmas Parade
    - Elgin Chamber - Hot Cocoa Stroll & Winter Market
    - Small Mall
- Photos with Santa at the Rec Center 2nd Saturday in December (12th)
- Santa Sightings - All Month
- Shop with a Cop
- National Cocoa Day at the Library
- ISD Theatre Performances

Promotional Theme: *Celebrating Community & Joy*

Photo Theme: *Home for the Holidays*

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Discussion and Possible Action on the Establishment of Date/s in June or July 2026 for a Strategic Planning Session, after the May 2, 2026, Elections in order to reserve date with facilitator and venue

DEPARTMENT: Executive

PROPOSED ACTION: Approve date(s) in June or July 2026 for a Strategic Planning Session with City Council, City Manager and City Staff in order to reserve a date with a qualified facilitator and location.

BACKGROUND:
Since facilitators need a minimum of 3–6 months of notice to prepare for a strategic planning session, the date needs to be established now in order to reserve a date for the facilitator and location. A strategic planning session between the Elgin City Council, the City Manager and Staff is essential for aligning leadership on long-term growth and immediate operational priorities. Such sessions provide a roadmap for the community, ensuring that resources are allocated efficiently toward shared goals.

Elgin is navigating long-term projects and a strategic session allows leadership to coordinate infrastructure needs, such as water and traffic impacts with this sustained growth. These sessions serve as a framework for the annual budget process. For the FY 2026-27 budget, identifying strategic priorities helps the City Manager and staff prioritize funding for high-impact projects over routine operational tasks. The session helps the council and management move beyond reactive "response mode" to proactive leadership. It allows us to refine the City's mission and vision. It helps to establish clear goals and provides a standard to measure organizational performance. It ensures that the City Manager and City staff are "rowing in the same direction" as the Council, which builds public trust and transparency. Also, a clear, documented strategic plan makes the City more competitive when applying for state and federal grants, as it demonstrates vision and readiness to investors and agencies.

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

RECOMMENDATION:
Staff recommends considering and/or approving date(s) in June or July 2026 for a Strategic Planning Session with City Council, City Manager and City Staff in order to reserve a date with a qualified facilitator and location.

ATTACHMENTS:
None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Report on Timeline of the Refunding of Maturing Bonds

DEPARTMENT: Finance

PROPOSED ACTION: No action at this time. This is for informational purposes and discussions only.

BACKGROUND:
The purpose of this informational report is to advise City Council of a potential opportunity to refinance existing General Obligation (GO) debt through the issuance of **General Obligation Refunding Bonds, Series 2026**, which could result in estimated annual interest savings of **approximately $600,000-$640,000**. An informational report and timeline is included with this item.

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

RECOMMENDATION:
Staff does not have a recommendation for this item currently.

ATTACHMENTS:
1. Refunding Information Report
2. DRAFT-Timetable_S2026-Refunding_Elgin, City of

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

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

Purpose

The purpose of this informational report is to advise City Council of a potential opportunity to refinance existing General Obligation (GO) debt through the issuance of **General Obligation Refunding Bonds, Series 2026**, which could result in estimated annual interest savings of **approximately $50,000–$60,000**.

Background

The City currently has outstanding General Obligation bonds with interest rates that are higher than prevailing market rates. Under favorable market conditions, municipalities may refinance (refund) existing debt to reduce interest costs, similar to refinancing a mortgage. **Refunding bonds does not create new debt or extend the City's overall repayment obligations.** Instead, they replace existing debt with lower-interest obligations, generating savings over the remaining life of the bonds.

A draft timeline is attached to this informational report to provide a visual of when certain steps need to happen.

Proposed Financing

Staff and the City's financial advisors have identified an opportunity to issue **General Obligation Refunding Bonds, Series 2026**, subject to market conditions at the time of sale. Based on current interest rate assumptions:

- The refunding would apply to select outstanding GO bond maturities.
- The transaction would maintain the existing final maturity dates.
- No increase in the City's total outstanding principle would occur.
- Estimated interest savings are projected at **$50,000–$60,000 annually**, resulting in meaningful long-term savings for the City's General Fund.

Financial Impact

If the City proceeds and market conditions remain favorable at the time of issuance, the refunding could generate:

- Reduced annual debt service payments
- Lower total interest costs over the remaining life of the bonds
- Budgetary flexibility without reducing service levels or increasing taxes

Exact savings would be finalized at the time of bond pricing and would depend on market interest rates, transaction costs, and final bond structure.

Risks and Considerations

- Interest rate fluctuations could impact the level of savings achieved.
- The refunding would only proceed if minimum savings thresholds are met, consistent with best practices and City policy.
- All actions would be subject to legal, financial, and disclosure requirements.

Next Steps

This report is provided for informational purposes only. Should City Council wish to proceed, staff would return at a future meeting with:

- A formal recommendation
- Detailed savings analysis
- Bond parameters and authorizing resolutions for Council consideration

Conclusion

The potential issuance of **General Obligation Refunding Bonds, Series 2026** represents an opportunity to reduce the City's debt service costs and achieve estimated annual interest savings of **$50,000–$60,000**, subject to market conditions and Council direction.

City of Elgin, TX
General Obligation Refunding Bonds, Series 2026

Timetable *

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Financing Team Members	Issuer - City of Elgin, TX (City) Financial Advisor - RBC Capital Markets, LLC (FA) Bond Counsel - McCall, Parkhurst & Horton LLC (BC) Senior Manager - TBD (UW) Underwriters Counsel - TBD (UWC)

	City Council Meeting
	Debt Sale Activity
	Holiday

Date	Action	Responsibility
07-Jan-26	Send information request to City and begin work on 1st Draft Preliminary Official Statement (POS)	FA, City
21-Jan-26	Circulate 1st Draft of POS for Review and Comment	FA
04-Feb-26	Submit Comments on 1st Draft of POS	All Parties
09-Feb-26	Circulate 2nd Draft of POS for Comments & Submit Credit Information Packages to Rating Agencies	FA
02-Feb-26	Circulate Credit Rating Questionnaire/Discussion Topics	Moody's/FA
10-Feb-26	Distribute Draft Bond Purchase Agreement (BPA)	UC
Week of Feb 16th	**Moody's rating call**	**City, FA**
19-Feb-26	Distribute Due Diligence (DD) Questionnaire	UWC
Week of Feb 23rd	Underwriter Due Diligence Call	UWC/BC/City/FA
23-Feb-26	Submit Comments on 2nd Draft of POS	All Parties
24-Feb-26	Submit Comments on BPA	All Parties
24-Feb-26	Submit Council Packet information to City Secretary	BC
25-Feb-26	Receive Credit Ratings	City/FA
Week of Feb 23rd	Underwriter Due Diligence Call	UWC/BC/City/FA
03-Mar-26	**City Council Meeting - Authorize Parameters Ordinance**	**City**
05-Mar-26	Post and Distribute POS	FA
11-Mar-26	Conduct Pre-Pricing Call	All Parties
12-Mar-26	**Bond Pricing - Execute BPA**	**All Parties**
13-Mar-26	Distribute Draft Final Official Statement (FOS) for Comments	FA
17-Mar-26	Receive Comments on Draft FOS	All Parties
20-Mar-26	Finalize and Post FOS	FA
01-Apr-26	Circulate Draft Closing Memo	FA
08-Apr-26	Circulate Final Closing Memo	FA
10-Apr-26	Receive Approval from AG	City
15-Apr-26	**Bond Closing**	**All Parties**

Preliminary; Subject to change. As of November 25, 2025 .

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - January 20, 2026

DEPARTMENT: Executive

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

BACKGROUND:
The City Council held a regular meeting on January 20, 2026.

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

RECOMMENDATION:
Staff recommends approval.

ATTACHMENTS:
1. City Council Regular Meeting Minutes - Janaury 20, 2026

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

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

ELGIN CITY COUNCIL MINUTES
January 20, 2026
6:30 PM

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

ROLL CALL
Mayor McShan called roll. Mayor McShan stated that Council Member Rodriguez was absent due to an illness. Deputy Mayor Pro Tem Love motioned to excuse Council Member Rodriguez. Council Member Gibson seconded the motion. All voted in favor. The motion carried.

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

Absent:
Al Rodriguez, Council Member, Ward 3

Staff:
Robert Eads, City Manager
Peyton Standifer, City Secretary
Mark Schroeder, City Attorney
Beau Perry, Development Services Director/City Engineer
Sonia Browder, Media Specialist
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services Manager
Terry Fowler, Construction Manager
Todd Johnson, Police Commander
Esmeralda Rangel, Assistant City Secretary
Uriel Campos, Administrative Assistant
Grace Perez, Interim Parks and Recreation Manager
Mathew Decker, Police Sergeant
Bryan Heinrich, Police Corporal
Oscar Taboada, Police Officer
Lori Lankford, Gradient Leadership Solutions

INVOCATION
Council Member Casnovsky provided the invocation.

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

PUBLIC HEARING

1. **PUBLIC HEARING ON AN ORDINANCE ANNEXING A 45.452-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING ZONING OF "R-1" SINGLE-FAMILY DWELLING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**
   No one in attendance wished to speak for the Public Hearing.

PUBLIC COMMENT
Annette Whatley, Booted Eagle Pass, requested an explanation from the City about the Elgin Police Department's response to the ICE operations. Ms. Whatley stated that transparency regarding the direction the Elgin Police Department has been given for ICE operations is necessary, and protecting the community is not about politics but about upholding the law, preserving trust, and keeping families safe. She hopes that Elgin leads with clarity and compassion.

Caroline Mueller, North Main Street, stated that she has lived in Elgin for 3 years and has found it to be a wonderful place to live. She thought Elgin was a safe place away from violations of due process, but through watching the news about ICE, she sees that's not the case. She understands there is only so much one person can do, and hopes that everyone will bring their power together and use it to fight back against injustices, as she has seen the community show up for each other before.

Mary Callahan Kuismore, Wilbarger Creek Drive, addressed the ICE situation and reminded everyone that every inch of this country was stolen land and that the settlers committed genocide. Even though she knows that there is a lot that cannot be done, she will not stay silent and hopes that others won't either. She also stated that they will not stop, and once they are done with one group, they will go for the next minority.

Amber Gagliano, Christina Drive, expressed that Elgin is made of families, and some families are scared, not because they did something wrong, but because they do not know where their City stands. She respectfully asks City officials to make a public statement about where they stand on ICE operations, as public statements are not breaking any federal laws, and to remember our slogan of "One Town, One Team, One Family".

Krista Gaston, North Main Street, stated that she grew up in Elgin and worked with immigrants as a therapist for trauma-informed care. She believes the current political climate is wrecking the communities' nervous systems. As a trauma-informed systems strategist, she believed that when a

protest emerges in the community, trauma fragmentation was already present. She stated that Elgin leadership needs to turn towards healing-oriented policies and asked for a statement from the City, police chief, and school district regarding their policies and relationships with federal ICE agents.

Debbie Gaston, North Main Street, expressed her concerns about ICE. She stated that she remembers when she taught in the public schools in Elgin, and the main thing schools did was to make sure the kids who were minorities were safe. She hopes it continues to be the same and that we haven't stopped caring about that important part of the community.

Darcy Schneider, Norwood Lane, spoke against ICE being allowed in the community. She stated that she finds it frightening to see their activity in town, and wants the community to support each other instead of working against each other. She stated that she is mostly here to support everyone who spoke before her and ask the Council to continue to serve those in the community, and stand up to speak on this important issue.

Julia Assata, East 8th Street, stated that she has lived here for 13 years and was drawn to Elgin by the sense of community. She realizes that there are racial divisions in where people live, but we come together. She is asking the Council to decide where they stand on ICE operations for transparency, with a cohesive message from the City, school, and Elgin Police Department.If a cohesive message can not be reached, then she suggests that on the City website, each Council member states their stance on the ICE operations, as the citizens have a right to know who they elect.

Kim Snyder, Norwood Lane, stated that her family is Jewish, and her father fought in WWII. He always said the Holocaust would happen again, and she is nervous and sad that it seems to be happening now. She believes that, as taxpayers, the Elgin Police Department should not be working with ICE to take citizens, and that schools and churches should be safe places. She believes people should stand up for the community, or else this will keep happening. She also requested transparency on elected officials' beliefs.

Caitlin Harris, Brandy Lane, stated that she is a farmer and community member. She acknowledged that two of the Council Members were at the protest last week. She believes that if Elgin collaborates with ICE, it will shred the community. She reminds everyone that Texas has never been all white and never will be, and we take care of one another. She reminded the Council that the community will remember what the leaders of Elgin do and what decisions they make. She also asked the Council to look for another place to put the wastewater treatment plant.

Stephanie Lippke, North Main Street, states to the Council that this is a moment to pause and reflect, and that sending the City Manager to an out-of-town training in the middle of budget season might not set the right tone for the City's priorities. She stated that Elgin still does not have a finance director, while the City Manager is currently making $260,000.00 a year before benefits. She emphasizes that leadership is about timing and readiness. This decision raises concerns about the priorities and places this above the security of the finances. She also questioned how the City is hiring for a finance director and senior accountant if the positions are still not posted.

ANNOUNCEMENTS

1. **ADHD Parenting Playbook Thursday, January 22nd at Elgin Public Library 7pm**
   Grace Perez, Interim Parks and Recreation Manager, provided this announcement to the Council.

2. **Prime Timer Field Trip Curio Mrvosa & Hayley's Grains Monday, January 26th 2pm-4pm**
   Grace Perez, Interim Parks and Recreation Manager, provided this announcement to the Council.

3. **Emancipet's Central Texas Regional Low-Cost Mobile Clinic Thursday, January 29th at Elgin Recreation Center**

   Grace Perez, Interim Parks and Recreation Manager, provided this announcement to the Council.

4. **Blood Drive Wednesday, February 4th at Elgin Recreation Center 12pm-6pm**
   Grace Perez, Interim Parks and Recreation Manager, provided this announcement to the Council.

PRESENTATION

1. **A PROCLAMATION HONORING GLORIA JEAN HOUSTON-OCKLETREE**
   Mayor McShan read the proclamation. No one was present to receive the proclamation.

CITY MANAGER'S REPORT

1. **Introduction of New City Employees**
   Robert Eads, City Manager, invited Pamela Sanders, Human Resources Director, to address the Council. Ms. Sanders explained that this would be a recurring item each month to introduce new City of Elgin team members. Ms. Sanders introduced Dallin Dean, Animal Control Officer, who holds a bachelor's degree in Animal Science. Mr. Dean has worked as a public safety officer, correctional officer, and animal engagement instructor. Next, she introduced Daryl Armstead, patrol officer, who brings over a decade of law enforcement experience from the University of Texas Police Department and LaGrange Police Department. Mr. Armstead holds a master's degree in Criminal Justice and has earned his Master's Peace Officer License. Finally, Ms. Sanders introduced Amy Andrade, part-time Parks and Recreation Program Assistant. She will be working alongside Ms. Perez in coordinating various community programs and is eager to bring her hospitality and customer service skills to a public service role.

2. **Authorize the Acceptance into Harvard Kennedy School of Executive Education Senior Executives in State and Local Government Program on June 1–19, 2026, and to Authorize the City Manager to Apply for the ICMA William Ferguson Jr. Scholarship to Fund the Tuition.**
   Robert Eads, City Manager, explained that this item is to authorize the City Manager to accept the position in the Harvard Kennedy School, and authorize him to apply for the scholarship. Mr. Eads stated that this program is about local and City governance specifically, and that his application was approved by the board out of thousands. He believes this would make the City more credible. He explained that Harvard needs an answer by the end of January. Council Member Swain complimented Mr. Eads for his acceptance. Deputy Mayor Pro Tem Love said she is open to entertaining an agreement with Mr. Schroeder to make sure the City is covered in the event that Mr. Eads decides to leave the City. Mark Schroeder, City Attorney, explained to the Council how they could make the motion to stipulate that Mr. Eads remain for a certain amount of time or Mr. Eads would be responsible for paying the City back the money for this training. Council Member St. Pierre questioned the timing and the effect it would have on the budget season. Council

Member Crim questioned where the money would come from to pay for this if Mr. Eads was not awarded the scholarship. Mr. Eads explained that the City has salary savings, and the roughly $1.3 million that the City is no longer required to pay to ESD No. 3 for Emergency Services.

Council Member Swain made a motion to approve the acceptance and scholarship application, and appropriate the funds, with the stipulation that the Mayor enter into an agreement with the City Manager that if, within 2 years after completion, if resignation is given, the City Manager will reimburse the City. Deputy Mayor Pro Tem Love seconded the motion. All voted in favor. The motion carried.

3. **Finance Department Update**
Robert Eads, City Manager, invited Pamela Sanders to address the Council. Ms. Sanders provided the Quarterly Investment Report, which is required by the City Charter, and explained that the report reflects the ending balance for each account as of the end of the quarter on December 31, 2025. She presented the Budget Report for the General Fund and Utility Fund. She noted that expenditures in both funds are consistent with expectations for the first quarter of the fiscal year, with approximately 77 percent remaining in the General Fund and 79 percent remaining in the Utility Fund. Additionally, Ms. Sanders presented the Sales Tax Report and explained that it was two months behind the current month; therefore, collections received in October reflect activity from August. She also discussed the Capital Improvement Program (CIP) reports, noting that these projects are currently underway, and that the budgets reflected correspond to the fiscal year in which each project began, rather than the current fiscal year. There were no questions from the Council regarding the reports. Mr. Eads informed the Council that staff are in the process of cleaning up financial records from 2024 and 2025. Mr. Eads noted that finance staff is performing a significant portion of the work that would typically be handled by Gradient or the auditors, with approximately 75 percent of the reporting completed internally. Ms. Sanders stated that the reports will be posted on the City's website by the end of the week.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes - January 6, 2026**
This item was approved on the consent agenda.

2. **A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE CITY MANAGER TO EXECUTE THE POLLING LOCATION RESERVATION CONFIRMATION AND RESERVING THE ELGIN RECREATION CENTER AS A POLLING LOCATION FOR THE MARCH 3, 2026, PRIMARY ELECTION; AND MAKING CERTAIN FINDINGS RELATED THERETO. (Standifer)**
This item was approved on the consent agenda.

3. **A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE CITY TO EXECUTE CONTRACTS FOR PROPERTY ACQUISITION FOR THE KENNEDY STREET AND COUNTY LINE ROAD DRAINAGE PROJECTS ALSO KNOWN AS GLO CONTRACT No. 22-085-029-D270 AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
This item was approved on the consent agenda.

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

NEW BUSINESS

1. **AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING ORDINANCE NUMBER 2024-09-26-15 THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE**
   Robert Eads, City Manager, invited Pamela Sanders, Human Resources Director, and Lori Lankford, Gradient Leadership Solutions, to address the Council. Ms. Sanders explained that this budget amendment is for the previous budget, and copies were left at their place. More revenue was collected than was expensed, so this is a balanced budget amendment. Debt Services was not correctly written in the original budget, and this amendment is written to remedy that. The Transfers In and Out address the money that was not moved from the Construction Fund to the General Fund to cover expenses that were paid out of the General Fund. Ms. Sanders stated that this is a requirement for the upcoming audit. Council Member Crim questioned whether this should have been done at the time of the expense. Mr. Eads and Ms. Sanders explained that it has taken this long to decipher the transactions and bring this to Council. Ms. Lankford explained that this will allow City Staff to write the 2027 budget while knowing the Fund Balance.

   Council Member St. Pierre motioned to adopt an ordinance of the City of Elgin, Texas, amending Ordinance No. 2024-09-26-15, that adopted the Annual Budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025. Council Member Crim seconded the motion. All voted in favor. The motion carried.

2. **AN ORDINANCE ANNEXING A 45.452-ACRE TRACT OF LAND, THE HEREINAFTER DESCRIBED, TERRITORY TO THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN OR AGREEMENT; AND GRANTING ZONING OF "R-1" SINGLE-FAMILY DWELLING DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (Perry)**
   Mayor McShan invited Beau Perry, Development Services Director, to address the Council. Mr. Perry stated that this property is owned by a single development but is two different properties. One is already within City limits, and the other is not. Originally, the property was under a development agreement which stipulated that when the developers submitted a Development Plan and/or a Preliminary Final Plat, they would annex into the City. He explained that this tract of land is part of a larger development, and the zoning change will go before the Planning and Zoning Commission before it returns to the Council. Council Member Casnovsky questioned the collection of the sales tax for this area. Mr. Perry stated that currently there is no sales tax to be collected from this area, but the annexation will allow the City to collect sales tax when there is.

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

3. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTIES TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING**

AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS. (Perry)
Beau Perry, Development Services Director, explained that when property is annexed into the City limits it must be assigned to a Ward. As it is currently, the property will have a zero population, and based on the adjacent property, this would qualify as Ward 3. Mr. Perry clarified that at some point in time, the Wards will need to be balanced and redistricted.

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

4. **Discussion with Possible Action to Establish a Policy that Requires the Rotation of Council Members' Board Assignments Annually, excluding the Board of Adjustments Commission, Planning & Zoning Commission, Building Standards Commission, and the Elgin Economic Development Corporation, with the Initial Rotation After the May 2, 2026 Elections.**
Mayor McShan read the title of the item. Council Member St. Pierre explained that this item was brought forward by herself, Council Member Gibson, and Deputy Mayor Pro Tem Love. She explained that the proposal would designate Council Members as liaisons to each of the Boards and Commissions. She believes this will allow them to provide guidance when needed, rather than serving as voting members of the Boards or Commissions. Council Member St. Pierre noted that this approach would help strengthen communication and connection between the City Council and the Boards. Deputy Mayor Pro Tem Love expressed disagreement with the proposal, stating that she believes Council Members should serve as voting members on the Boards and Commissions. She noted that this structure is used successfully in other communities, including Pflugerville. She also questioned why the Economic Development Corporation (EDC) was not included. Mr. Eads explained that the EDC was excluded because the by-laws include specific eligibility requirements, such as property ownership. Discussion followed.

Council Member St. Pierre made a motion for Council Members to become liaisons to specific boards: Historic Review Board, Library Advisory Board, Main Street Board, Parks & Recreation Advisory Board, and the Public Safety Advisory Committee. Council Member Gibson seconded. All voted in favor. The motion carried.

Mayor McShan stated that there would be further discussion on selection of Board liaisons after the elections.

EXECUTIVE SESSION
The Council did not adjourn into Executive Session.

RECONVENE
The Council did not adjourn into Executive Session.

ADJOURNMENT
Mayor McShan adjourned the meeting at 8:16 PM.

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

_____

Peyton Standifer, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

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

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of the resolution

BACKGROUND:
This is the third round of property acquisitions for the D270 roadway and drainage improvement project. Previous updates and presentations have been given to the Council on this same item. These acquisitions took longer to negotiate. At the time of this reading, everyone involved with the acquisitions has been contacted. Everyone has received two rounds of certified mail containing their offer and contacts with the Public Works team to ask questions and negotiate. Since negotiations are happening daily, staff will be able to give the Council an update on any properties and agreements not executed at the Council meeting.

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

RECOMMENDATION:
Staff recommends approval of the resolution.

ATTACHMENTS:
1. RESOLUTION Kennedy St properties
2. 2026.01.23 Mark Dubec Acceptance- Counter Offer
3. 2026.01.23 Prieto Purchase Offer
4. 2026.01.23 Reyna Acceptance - county offer

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

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

RESOLUTION NO. 2026-02-03-XX

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

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

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

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

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

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

Section 2. Authorization. The Mayor or Mayor Pro Tem is hereby authorized to execute the contracts to acquire property for the purpose of expanding right of way on Kennedy Street and County Line Road in Elgin Texas in the amounts identified in the attachments "Purchase offer Acceptance Form" with this resolution and copied verbatim herein.

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

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

PASSED AND ADOPTED this 3rd day of February 2026.

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

ATTEST:

_____
PEYTON STANDIFER, City Secretary

1/12/26

I, the undersigned, present this letter to the City of Elgin as a counter to the purchase offer agreement for parcel labeled 13314 County Line Road. 13326 Co. LINE RD.

As well as the offer of $120,063.00 for a portion of the property I would like to add that the City of Elgin pay all closing costs associated with this transaction.

Sincerely,

Marc Dubec

City of Elgin, Michael Gonzalez 1/12/26

Elgin TEXAS
perfectly situated...

- Purchase Offer Acceptance Form –

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

The City of Elgin proposes purchasing right-of-way from your property at 13314 COUNTY LINE RD ELGIN, TX 78621 and 13326 COUNTY LINE RD ELGIN, TX 78621, further described as follows:

BEING A 0.275 ACRE TRACT OF LAND SITUATED IN THE WILLIAM HINES SURVEY No. 53, ABSTRACT 345, TRAVIS COUNTY, TEXAS AND BEING OUT OF THAT CALLED 19.10 ACRE TRACT AND THAT CALLED 2.00 ACRE TRACT CONVEYED TO KELLY S. CMEREK BY DEED RECORDED IN DOCUMENT No. 2023097035 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

The City of Elgin hereby offers a price amount of **$120,063** to obtain right-of-way on this property. **Please indicate on the form below if you would like to accept the offer amount or would like to proceed with negotiations.** If you wish to negotiate, please be prepared to provide a counter-offer amount and justification for that amount.

☑ I accept the purchase offer of one hundred twenty thousand sixty three dollars ($120,063) for the portion of your property on 0.275 acres of Property IDs 358764 and 358763.

☐ I do **not** accept the purchase offer of one hundred twenty thousand sixty three dollars ($120,063) for the portion of your property on 0.275 acres of Property IDs 358764 and 358763 and wish to negotiate.

Owner Name: Mal Duke

Owner Signature: Mal Duke

Date: JAN, 16, 2026

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

Elgin TEXAS
perfectly situated...

- Purchase Offer Acceptance Form -

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

The City of Elgin proposes purchasing right-of-way from your property at 211 KENNEDY ST ELGIN, TX 78621, further described as follows:

BEING A 0.025 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT 0.226 ACRE TRACT OF LAND CONVEYED TO GEORGE R. PRIETO AND WIFE, CHRISTINA P. PRIETO, BY DEED RECORDED IN VOLUME 2041, PAGE 502 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

The City of Elgin hereby offers a price amount of ~~$23,358~~ ($36,253) MG to obtain right-of-way on this property. **Please indicate on the form below if you would like to accept the offer amount or would like to proceed with negotiations.** If you wish to negotiate, please be prepared to provide a counter-offer amount and justification for that amount.

☑ I accept the purchase offer of ~~twenty three thousand three hundred fifty eight dollars ($23,358)~~ Thirty-six thousand, two hundred fifty-three dollars ($36, 253) MG for the portion of your property on 0.025 acres of Property ID 14589.

☐ I do **not** accept the purchase offer of twenty three thousand three hundred fifty eight dollars ($23,358) for the portion of your property on 0.025 acres of Property ID 14589 and wish to negotiate.

Owner Name: Christina P. Prieto

Owner Signature: Christina Prieto

Date: January 22, 2026

Elgin TEXAS
perfectly situated...

- Purchase Offer Acceptance Form –

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

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

BEING A 0.224 ACRE TRACT OF LAND BEING ALL OF LOT 4, ZAPOPAN REYNA SUBDIVISION RECORDED IN CABINET 4, SLIDE 148-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS

The City of Elgin hereby offers a price amount of **$124,402** to obtain this property. **Please indicate on the form below if you would like to accept the offer amount or would like to proceed with negotiations.** If you wish to negotiate, please be prepared to provide a counter-offer amount and justification for that amount.

☑ I accept the purchase offer of one hundred twenty four thousand four hundred two dollars ($124,402) for your property on 0.224 acres of Property ID 98835.

☐ I do **not** accept the purchase offer of one hundred twenty four thousand four hundred two dollars ($124,402) for your property on 0.224 acres of Property ID 98835 and wish to negotiate.

Owner Name: Zapopan P. Reyna

Owner Signature: Zapopan P Reyna

Date: 1/15 - 2026

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

1/8/26

Alberto and Zapoan Reyna

I/we, the undersigned, present this letter to the City of Elgin as a counter to the purchase offer agreement for parcel labeled Zapoan Reyna Subdivison Lot 4, Central Ave or Bastrop County Parcel 98835.

As well as the offer of $124,402.00 for the entire parcel I would like to add that the City of Elgin pay all closing costs associated with this transaction.

Alberto and or Zapoan Reyna Zapoan D Reyna

City of Elgin, Michael Gonzalez 1/14/26

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CREATION AND FUNDING OF ONE (1) FULL-TIME EQUIVALENT ADMINISTRATIVE ASSISTANT II POSITION WITHIN THE POLICE DEPARTMENT. (Sanders/Johnson)

DEPARTMENT: Human Resources

PROPOSED ACTION: Approval of this position will address the dramatic increase in public information requests, ensure compliance with statutory requirements, support transparency, and strengthen case preparation operations while allowing sworn personnel to remain focused on public safety duties.

BACKGROUND:

The Police Department currently employs two (2) full-time Administrative Assistants responsible for case preparation, including report compilation, evidence documentation, and court-related filings. In addition to these duties, the department is experiencing a substantial increase in public information requests, which have grown from hundreds annually to thousands. Public information requests are time-sensitive and require careful review, redaction, coordination with legal counsel, and compliance with statutory deadlines. These requests are currently handled by existing staff in addition to their primary responsibilities, creating workload strain and increasing the risk of delayed responses and compliance issues.

The volume and complexity of public information requests now require dedicated staffing to ensure timely, accurate, and legally compliant responses. Establishing an Administrative Assistant position with a primary focus on public information requests will improve response times, reduce backlog, and mitigate legal and operational risks associated with missed deadlines or improper disclosures. In addition to serving as the primary point of contact for public information requests, this position will provide backup support for case preparation functions, working collaboratively with the two existing Administrative Assistants during peak workload periods, staff absences, or high case volume. This cross-functional support will enhance continuity of operations and departmental efficiency.

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

To ensure internal equity, this position will be classified as an Administrative Assistant II, pay grade 23. The fiscal impact includes salary and benefits associated with one (1) full-time Administrative Assistant position. Funding will be incorporated into the Police Department's approved budget or through other identified funding sources. Note: This position was requested during the FY 2026 budget preparations and was denied.

RECOMMENDATION:
Staff recommends the authorization and funding for one (1) full-time Administrative Assistant position within the Police Department Administration Division to manage the significantly increased volume of public information requests and provide backup support for case preparation activities.

ATTACHMENTS:
1. Resolution New FTE Admin Assistant Police Dept 2026

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

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

RESOLUTION NO. 2026-02-03-XX

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CREATION AND FUNDING OF ONE (1) FULL-TIME EQUIVALENT ADMINISTRATIVE ASSISTANT POSITION FOR PUBLIC INFORMATION REQUESTS AND POLICE DEPARTMENT CASE PREPARATION SUPPORT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Police Department has experienced a substantial increase in public information requests, growing from hundreds to thousands annually; and such requests require timely, accurate, and legally compliant responses in accordance with applicable laws and regulations; and,

WHEREAS, the Police Department currently employs two (2) full-time Administrative Assistants responsible for case preparation, and existing staffing is insufficient to absorb the increased public information request workload; and ,

WHEREAS, the addition of an Administrative Assistant position dedicated primarily to public information requests, with secondary support for case preparation, will improve efficiency, reduce backlogs, and ensure continuity of operations; and,

WHEREAS, the Human Resources Department has reviewed the department's needs and recommends an additional FTE based on operational need, workload analysis, and long-term service efficiency; and,

WHEREAS, the additional cost associated with the full-time position, including salary and benefits, can be absorbed within the current fiscal year budget through existing appropriations or vacancy savings.

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

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

Section 2. Authorization. The City Council hereby authorizes the Human Resources Department to take all necessary administrative steps to implement the creation of one (1) Full-Time Administrative Assistant II position within the Police Department Administration Division, effective immediately.

The primary responsibility of this position shall be the management and processing of public information requests, with secondary responsibility to provide backup support for case

preparation functions as needed.

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

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

APPROVED AND ADOPTED this 3rd day of February 2026.

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

ATTEST:

_____
PEYTON STANDIFER, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE EMERGENCY SERVICES DISTRICT NUMBER 3 FOR EMERGENCY MEDICAL SERVICES FOR THE TRAVIS COUNTY RESIDENTS OF THE CITY OF ELGIN, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Resolution of the Second Amended Interlocal Agreement for Emergency Medical Services Between Bastrop County ESD #3 and the City of Elgin, Texas.

BACKGROUND:
The ESD # 3 District held a successful annexation election in November 2025, which resulted in the portions of the City and its extraterritorial jurisdiction ("ETJ") that lie within Bastrop County being added to the territory of the District. The District is a single-county emergency services district whose boundaries now include all of Bastrop County, save the ETJ of the cities of Austin and Webberville that are within Bastrop County. A portion of the City and City ETJ lie within Bastrop County and a portion of the City and City ETJ lie within Travis County.

This Second Amended Interlocal Agreement for Emergency Medical Services is between Bastrop County Emergency Services District No. 3 and the City of Elgin, Texas City and shall be effective as of January 1, 2026.

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

In the current fiscal year budget, $1,192,589.00 was originally budgeted for EMS Services with the outcome of the November 2025 election as unknown. In November of 2025, the Bastrop portion of the City of Elgin was annexed into the ESD No. 3. With this new Interlocal agreement, the cost per month would be $33,800.24 for a a total of $405,602.88. Payments would be made by the 15th of every month for the previous month's service.

RECOMMENDATION:
Staff recommends the approval of the Resolution authorizing the execution of the Second Amended Interlocal Agreement for Emergency Medical Services Between Bastrop County ESD #3 and the City of Elgin, Texas.

ATTACHMENTS:

1. Resolution Authorizing CM to Sign with ESD 3

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

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

RESOLUTION NO. 2026-02-03-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE EMERGENCY SERVICES DISTRICT NUMBER 3 FOR EMERGENCY MEDICAL SERVICES FOR THE TRAVIS COUNTY RESIDENTS OF THE CITY OF ELGIN, TEXAS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Elgin recognizes the importance of emergency medical services for all citizens; and,

WHEREAS, the City desires to enter into a second amended interlocal agreement for Emergency Medical Services to provide services to the portion of the City that lies with Travis County; and,

WHEREAS, the City Council previously authorized, on May 20, 2025, the Interim City Manager to negotiate and execute an interlocal agreement for Emergency Medical Services for all of the City of Elgin; and,

WHEREAS, the Bastrop portion of the City of Elgin was annexed into the Emergency Services District Number 3 with the November 2025 election; and,

WHEREAS, funds are available in the adopted budget to support these services.

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

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

Section 2. Authorization. The City Manager is hereby authorized to enter into a Second Amended Interlocal Agreement For Emergency Medical Services Between Bastrop County ESD No. 3 and The City Of Elgin, Texas, identified in the attachment with this resolution and copied verbatim herein.

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

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

APPROVED AND ADOPTED this 3rd day of February 2026.

_____

THERESA Y. MCSHAN, Mayor
City of Elgin

ATTEST:

_____

PEYTON STANDIFER, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS: DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION (Standifer)

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Ordinance ordering and establishing procedures for the May 2, 2026 General Election for the City of Elgin.

BACKGROUND:
This is a routine item that orders the election for the City of Elgin. The General Election will be held on May 2, 2026 for the selection of Ward 1, Ward 2, Ward 3, and Ward 4 City Council Members and the Mayor At-Large to serve for terms of two (2) years each. Candidates may submit their applications to the City Secretary at City Hall from January 14, 2026 to February 13, 2026 from 8:00 A.M. to 5:00 P.M. All applications for candidacy shall be on a form prescribed by the Secretary of State and the Texas Election Code.

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

RECOMMENDATION:
Staff recommends approval of the Ordinance.

ATTACHMENTS:
1. Ordinance Ordering Election ORD2026-02-03-XX
2. Election ORD2026-02-03-XX - Spanish UPDATED
3. Order of Election for Bastrop and Travis Counties
4. Exhibit A-1 - Bastrop - Election Day Locations for May 2, 2026 COE
5. Exhibit A-2 Travis County Election Day Locations COE 5-2-2026
6. Exhibit B-1 - Bastrop - Early Voting locations for May 2, 2026 COE
7. Exhibit B-2 Travis County Early Voting Locations
8. Bastrop - EA Contract for May 2, 2026 COE
9. Travis - 2026 Joint Election Agreement

10. Travis - 2026 Election Services Agreement

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

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

ORDINANCE NO. 2026-02-03-XX

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 2, 2026, FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICALS: DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

WHEREAS, the City Council of the City of Elgin, Texas, wishes to order a general election for Mayor, Ward 1, Ward 2, Ward 3 and Ward 4; and

WHEREAS, the City Council has determined that May 2, 2026, is the appropriate date for holding the election of Mayor, Ward 1, Ward 2, Ward 3, and Ward 4 City Council Members; and

WHEREAS, the City of Elgin lies within the boundaries of Bastrop and Travis Counties; and

WHEREAS, the City Council wishes to encourage all registered voters in the city to vote in this election.

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

Election Date. An election shall be held on Saturday, May 2, 2026, between the hours of 7:00 A.M. and 7:00 P.M., in accordance with the attached Order of Election, which Order is labeled as Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Precincts and Polling Places. The City hereby designates the election precincts and polling places designated by the Bastrop County Elections Administrator and Travis County Elections Administrator and approved by the Bastrop County Commissioners Court and Travis County Commissions Court, for such Election Day voting, as delineated on Exhibit "A-1" and Exhibit "A-2" attached to the Order of Election and incorporated herein by reference for all purposes. Further, the City hereby designates the early voting polling places and the temporary polling places designated by the Bastrop County Elections Administrator and Travis County Elections Administrator and approved by the Bastrop County Commissioners Court and Travis County Commissioners Court, for early voting in such election, as delineated on Exhibit "B-1" and Exhibit "B-2" attached to the Order of Elections and incorporated herein by reference for all purposes.

Election Judges. The Bastrop County Elections Administrator and Travis County Elections Administrator are conducting such election for the City pursuant to the terms of an Elections Services Contract. The City Council hereby appoints, for the term of such elections, the presiding election judge(s) and alternate election judge(s) as being those designated by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of elections clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Elgin, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. The City Council hereby appoints the Bastrop County Elections Administrator as the City of Elgin Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

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

Applications for ballots by mail must be received no later than 5:00 p.m. on Monday, April 20, 2026. A completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us.

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

Travis County Clerk – Elections Division
PO Box 149325
Austin, TX 78714-9325

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

Dates for Early Voting. Early voting shall commence on Monday, April 20, 2026, and continue through Tuesday, April 28, 2026, as provided by the Texas Election Code and as shown on attached exhibits.

Places for Early Voting. Early voting shall be conducted by personal appearance at the

early voting polling places and temporary polling places designated by the Bastrop County Elections Administrator and Travis County Administrator approved by the Bastrop County Commissioners Court and Travis County Commissioners Court and as delineated on Exhibit "B-1" and Exhibit "B-2" attached to the Order of Election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being Monday, April 20, 2026, and continue through Tuesday, April 28, 2026, the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 4. EARLY VOTING BALLOT BOARD.

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Bastrop County Elections Administrator and Travis County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

Section 5. CUSTODIAN OF ELECTION RECORDS.

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator and Travis County Elections Administrator shall serve as the custodians of voted ballots, and the City Secretary of Elgin, Texas shall be appointed as custodian of all other election records.

Section 6. CANDIDATE FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code, the first day of filing is 8:00 a.m. Wednesday, January 14, 2026, and the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. Friday, February 13, 2026.
The deadline for a write-in candidate to declare candidacy is Tuesday, February 17, 2026.

Section 7. VOTERS.

All resident, qualified voters of the City shall be entitled to vote at the election.

Section 8. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Saturday, April 11, 2025, and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City as required by the Texas Election Code.

Authorization to City Secretary. The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

Section 9. VOTING DEVICES.

Pursuant to the Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator and Travis County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Bastrop County Elections Administrator and Travis County Elections Administrator are currently using election systems and software certified by the Texas Secretary of State. The Bastrop County Elections Administrator and Travis County Elections Administrator may also utilize a central counting station as provided by Texas Election Code § 127.000 *et seq*., as amended.

Section 10. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Elgin's Home Rule Charter.

Section 11. ELECTION RESUL TS.

The Bastrop County Elections Administrator and Travis County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 2, 2026. The official canvass, tabulation, and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

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

READ, PASSED and **ADOPTED** on first reading on this 3rd day of February 2026.

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

Attest:

_____
PEYTON STANDIFER
City Secretary

ORDINANCE NO. 2025-02-04-XX

ORDENANZA DE LA CIUDAD DE ELGIN, TEXAS, QUE CONVOCA UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 2 DE MAYO, 2026 CON EL PROPÓSITO DE ELEGIR CIERTOS OFICIALES DE LA CIUDAD; PARA DESIGNAR PRECINTOS ELECTORALES Y SITIOS DE VOTACIÓN; SUMINISTRAR LA VOTACIÓN TEMPRANA Y VOTACIÓN EN EL DÍA DE ELECCIONES; DISPONER EL DESEMPEÑO DE DEBERES ADMINISTRATIVOS REQUERIDOS; DISPONER MEDIDAS PARA LLEVAR A CABO DICHA ELECCIÓN; DISPONER LA CERTIFICACIÓN DE SISTEMAS ACCESIBLES PARA VOTAR EN CADA SITIO DE VOTACIÓN; Y DISPONER MEDIDAS PARA OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN DE LA CIUDAD.

POR CUANTO, el Consejo de la Ciudad de Elgin, Texas desea ordenar una elección general de la ciudad para los puestos de alcalde, concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad ha determinado que el 2 de mayo, 2026 es fecha apropiada para llevar a cabo la elección para elegir los miembros del concejo municipal para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, le ciudad de Elgin se encuentra dentro de los límites del Condado de Bastrop y el Condado de Travis; y

POR CUANTO, el Consejo de la Ciudad desea motivar a todos los votantes registrados de la Ciudad para que voten en esta elección;

AHORA, POR LO TANTO, SEA ORDENADO POR EL CONSEJO DE LA CIUDAD DE ELGIN, TEXAS, CONDADO DE BASTROP Y TRAVIS, QUE:

Fecha de la Elección. Se llevará a cabo una elección el sábado 2 de mayo, 2026 durante las horas de 7:00 a.m. a 7:00 p.m. de acuerdo con la Orden de Elección adjunta, y que dicha orden lleva el encabezado de Adjunto "A", agregado a la presente e incorporado a la presente por referencia para todo propósito.

Precintos y Sitios de Votación. La Ciudad por lo presente designa los recintos electorales y sitios de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a del Condado de Travis, y aprobados por la Corte de Comisionados del Condado de Bastrop y la Corte de Comisionados del Condado de Travis, para la votación durante el Día de Elecciones de acuerdo con los detalles en el Adjunto "A-1" y Adjunto "A-2" agregados a la Orden de Elección e incorporados a la presente por referencia para

todo propósito. Además, la Ciudad por lo presente designa los sitios de la votación temprana y los sitios temporales para la votación que se hayan designado por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis, y aprobados por la Corte de Comisionados del Condado de Bastrop y la Corte de Comisionados del Condado de Travis para la votación Anticipada en dicha elección de acuerdo con los detalles en el Adjunto "B-1" y Adjunto "B-2" agregados a la Orden de Elección e incorporados a la presente por referencia para todo propósito.

Jueces Electorales. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis llevarán a cabo la elección de la Ciudad de acuerdo con los términos del Contrato de Servicios Electorales. El Consejo de la Ciudad por lo presente nombra, para que actúen durante el plazo de dicha elección al juez (jueces) presidente(s) electorales y al juez (jueces) alternos electorales que hayan sido designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis.

Sección 2. SECRETARIOS ELECTORALES.

El juez presidente electoral por lo presente es autorizado para nombrar el número de secretarios electorales necesario para asistir en la administración apropiada de la elección y dichos secretarios electorales serán votantes calificados de la Ciudad de Elgin, Texas. Si la elección es llevada a cabo por el juez presidente electoral nombrado, entonces el juez alterno electoral será nombrado a uno de los puestos de secretario. El nombramiento de dichos secretarios incluirá una persona que domine el idioma español para el puesto de secretario quien dará asistencia oral en español a cualquier votante que desea tal asistencia en los sitios de votación el día de la elección.

Sección 3. VOTACIÓN TEMPRANA.

Secretario/a de la Votación Temprana. El Consejo de la Ciudad por lo presente nombra a él/la Administrador/a Electoral del Condado de Bastrop para que actuase de Oficial Electoral de la Ciudad de Elgin y de secretario/a de la Votación Temprana. La dirección postal del/la secretario/a de la Votación Temprana a cuál se deberán enviar las solicitudes para boletas por correo y a cuál se devuelven las boletas con su voto, es la siguiente:

Kristin Miles
Administradora Electoral del Condado de Bastrop
(*Bastrop County Elections Administrator)*
804 Pecan Street
Bastrop, TX 78602

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el lunes, 20 de abril, 2026. La solicitud para boleta por correo escaneada y llenada completamente y con firma original se puede someter electrónicamente a elections@co.bastrop.tx.us.

Los votantes en el Condado de Travis deberán enviar solicitudes para boletas por correo a:

Secretario del Condado de Travis - División de Elecciones
(Travis County Clerk – Elections Division)
PO Box 149325
Austin, TX 78714-9325

Votantes del Condado de Travis pueden someter la solicitud para boleta por correo escaneada y llenada completamente y con firma original en formato electrónico a ebbm@traviscountytx.gov.

Fechas de la Votación Temprana. La Votación Temprana principiará el lunes, 20 de abril, 2026 y continúa hasta el martes, 28 de abril, 2026 de acuerdo con el Código Electoral de Texas y con lo detallado en los adjuntos agregados.

Sitios de la Votación Temprana. La votación Temprana será llevada a cabo en persona en los sitios de votación temprana y en los sitios temporales de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis y aprobados por la Corte de Comisionados del Condado de Bastrop y por la Corte de Comisionados del Condado de Travis y de acuerdo con los detalles en el Adjunto "B-1" y Adjunto "B-2" agregados a la Orden de Elección.

Horario de la Votación Temprana. Durante el periodo en cual la votación temprana se requiere o se permite por ley, que será del lunes, 20 de Abril, 2026 hasta el martes 28 de abril, 2026; las horas designadas para la Votación Anticipada en persona serán indicadas por escrito por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis.

Sección 4. JUNTA DE BOLETAS DE LA VOTACIÓN TEMPRANA.

Por la presente se instituye una Junta de Boletas de la Votación Temprana para procesar los resultados de la votación temprana, y la Ciudad por la presente nombra al juez presidente de la Junta de Boletas de la Votación Temprana que sea el/la mismo/a que haya sido nombrado/a por el/la Administrador/a Electoral del Condado de Bastrop y por el/la Administrador/a Electoral del Condado de Travis. Dicho juez presidente nombrará a no menos de dos (2) otros miembros calificados que actúen en dicha Junta.

Sección 5. GUARDÍAN DE RÉCORDS ELECTORALES

De acuerdo con el Código Electoral de Texas y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis actuarán de guardián de las boletas emitidas (votadas), y el/la Secretario/a de la Ciudad de Elgin, Texas será nombrado/a guardián de todos los demás récords electorales.

Sección 6. PERIODO PARA ARCHIVAR CANDIDATURAS.

De acuerdo con la Sección 143.007 del Código Electoral de Texas, la primera fecha y hora en que se pueden archivar candidaturas será a las 8:00 a.m., el miércoles, 14 de enero, 2026 y la fecha límite para archivar la solicitud para ser apuntado en la boleta de esta elección es a las 5:00 p.m., el viernes, 13 de febrero, 2026.
La fecha límite para que un candidato por escrito declare su candidatura es el martes 17 de febrero de 2026

Sección 7. VOTANTES.

Todo residente, votante calificado de la Ciudad tendrá el derecho de votar en la elección.

Sección 8. AVISO.

Publicar. Aviso de esta elección, incluyendo una traducción al español de este, será dado por publicando la documentación adecuada en el tablón de anuncios utilizado para publicar avisos de las reuniones del Consejo de la Ciudad, y el mismo será publicado a no más tardar el sábado 11 de abril, 2026 y permanecerá publicado hasta el Día de la Elección.

Publicación. Aviso de esta elección, incluyendo una traducción al español de este, será publicado una vez en un periódico de circulación general en la Ciudad, como requerido por el código electoral de Texas

Autorización para la Secretaria de la Ciudad. El/la Secretario/a de la Ciudad por lo presente es autorizado/a y se le encomienda que publique y fije los avisos requeridos en la manera y durante los periodos requeridos por ley.

Sección 9. EQUIPO DE VOTACIÓN.

De acuerdo con el Código Electoral y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis podrán usar sistemas de votar electrónicos y aparatos/equipo de votación correspondientes para llevar a cabo la elección. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis actualmente usan sistemas electorales y programas de software certificados por el/la Secretario/a de Estado de Texas. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis además podrán utilizar un sitio central para contar votos de acuerdo con las provisiones del Código Electoral de Texas, Sección 127.000 et seq., con sus enmiendas.

Sección 10. ADMINISTRACIÓN DE ACUERDO CON LOS ESTATUTOS.

En todo aspecto substantivo, la elección se llevará a cabo de acuerdo con provisiones aplicables del Código Electoral de Texas, de otros estatutos aplicables, y de la Carta de Autonomía de la Ciudad de Elgin.

Sección 11. RESULTADOS DE LA ELECCIÓN.

El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis llevarán a cabo la cuenta no oficial de los resultados después de cerrarse los sitios de votación el día 2 de mayo, 2026. El repaso oficial, la cuenta y declaración de los resultados de la elección se llevarán a cabo por el Consejo de la Ciudad en su reunión regular o especial efectuada de acuerdo con provisiones del Código Electoral de Texas.

Sección 12. MISCELÁNEOS.

Las disposiciones de esta Ordenanza son divisibles; y en caso de que alguna o más de las disposiciones de esta Ordenanza o de la aplicación de la misma a cualquier persona o circunstancia se determine ser invalida, inconstitucional, o ineficaz en el caso de cualquier persona o circunstancia, de todas maneras el resto de esta ordenanza será válido, y la aplicación de tal disposición invalida a personas o circunstancias que no sean las que hayan sido afectadas por cierta invalidez no serían afectadas por lo mismo. Con una moción debidamente hecha, secundada y aprobada con el voto afirmativo de los miembros del Consejo presentes de la Ciudad, se cumplió el requisito de dar lectura a esta ordenanza.

LEIDA, APROBADA Y ADOPTADA en su primera lectura este día 3 de Febrero, 2026**.**

_____
THERESA Y. MCSHAN
Alcalde, Ciudad de Elgin, Texas

Certifico:

_____
PEYTON STANDIFER
Secretaria de la Ciudad

EXHIBIT "A"
ORDER OF ELECTION
CITY OF ELGIN, TEXAS

An election is hereby ordered to be held on Saturday, May 2, 2026, for the purpose of electing City Council Members to the offices of: Mayor, Ward 1, Ward 2, Ward 3, and Ward 4.

Early voting by personal appearance for voters in Bastrop County, will be conducted at the locations designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are delineated on Exhibit "B-1" attached hereto and incorporated herein by reference for all purposes. The Main Early Voting Location for Bastrop County is the Bastrop County Courthouse Annex, Lower-Level Conference Room, 804 Pecan St., Bastrop, Texas 78602 from 8:00AM - 5:00PM on April 20th and April 22nd through April 24th, and 7:00AM - 7:00PM on April 27th through April 28th.

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

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

Kristin Miles
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602
(512)581-7160
https://www.bastropvotes.org/

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

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

Travis County Early Voting Clerk
PO Box 149325
Austin, TX 78714-9325
(512)238-8683
https://votetravis.gov

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

Applications for ballots by mail (ABBMs) must be received no later than 5:00 p.m. on Monday, April 20, 2026.

Federal Post Card Applications (FPCAs) must be received no later than 5:00 p.m. on Wednesday, April 22, 2026.

Issued this 3rd day of February 2026.

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

EXHIBIT "A-1"

ELECTION DAY POLLING LOCATIONS ELECTION

Aqua Water Supply, 415 Old Austin Hwy., Bastrop
River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop
Bastrop County Community Center, 15 American Legion Dr., Bastrop
Smithville Rec Center, 106 Royston St., Smithville
Rosanky Community Center, 135 Main St., Rosanky
Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
Red Rock Community Center, 114 Red Rock Rd., Red Rock
North Bastrop County Community Annex, 702 Bull Run, Elgin
Faith Lutheran Church, 230 Waco St., McDade
Family Worship Center, 2425 FM 1704, Elgin
Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

Locations Subject to Change Depending on Entities Participating in the Joint Election

EXHIBIT "A-2"

TRAVIS COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

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

EXHIBIT "B-1"

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 20, 2026 through Tuesday, April 28, 2026.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 **8:00 am – 5:00 pm**	**21** **NO VOTING STATE HOLIDAY**	**22** **8:00 am – 5:00 pm**	**23** **8:00 am – 5:00 pm**	**24** **8:00 am – 5:00 pm**
27 **7:00 am – 7:00 pm**	**28** **7:00 am – 7:00 pm**			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
North Bastrop County Community Annex, 702 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 **8:00 am – 5:00 pm**	**21** **NO VOTING STATE HOLIDAY**	**22** **8:00 am – 5:00 pm**	**23** **8:00 am – 5:00 pm**	**24** **8:00 am – 5:00 pm**
27 **7:00 am – 7:00 pm**	**28** **7:00 am – 7:00 pm**			

Voting by Mail:

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

EXHIBIT "B-2"

EARLY VOTING LOCATIONS, DATES AND TIMES - TRAVIS COUNTY

*As of the date the Election Order was issued, Travis County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Travis County, it will be attached as Exhibit "B-2" to this Election Order.

CONTRACT FOR ELECTION SERVICES

BETWEEN

THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY

AND

THE CITY OF ELGIN

FOR THE MAY 2, 2026 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as "Contracting Officer," and The City of Elgin, hereinafter referred to as the "CITY," pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY's May 2, 2026 Election, hereinafter referred to as "the election". The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. ***Notification to Presiding and Alternate Judges; Appointment of Clerks.***

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than April 20, 2026.

B. ***Contracting with Third Parties.*** In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C" or Exhibit "C-1", whichever is applicable.

C. ***Election School(s).*** The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. ***Election Supplies.*** The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. ***Registered Voter List.*** The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. ***Ballots.*** The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

G. ***Early Voting.*** In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for

early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 2, 2026.

H. ***Election Day Polling Locations.*** The Election Day polling locations are those listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. ***Central Counting Station.*** The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. ***Manual Counting.*** The Contracting Officer shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. ***Election Reports.*** The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. ***Custodian of Voted Ballots.*** The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. ***Election School(s).*** At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in an CITY building to hold the election school(s), if applicable.

B. ***Polling Locations.*** The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. ***Applications for Mail Ballots.*** The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. ***Election Orders, Election Notices, Canvass***. The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

E. ***Paper Ballots.*** In advance of the March 18, 2026 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

F. ***Jurisdictional Boundaries.*** The CITY is solely responsible for the integrity and correctness of its boundary utilized by the Contracting Officer with respect to the May 2, 2026 election. The CITY shall ensure the Contracting Officer possesses an accurate boundary of its territory within Bastrop County, Texas. Before the coding and programming of the ballot begins, the CITY shall review and confirm, in a method provided by the Contracting Officer, its jurisdictional area as spatially accurate or submit its correct boundary information. If changes are necessary after programming has begun, the Political Subdivision responsible will incur the cost of re-programming for all entities involved. Note: Pursuant to Texas Election Code Section 276.006, a change in a boundary of a territorial unit of a political subdivision other than a county from which an office of the political subdivision is elected is not effective for an election unless the date of the order or other action adopting the boundary change is more than three months before election day, that deadline being February 2, 2026 for the May 2, 2026 election.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. ***Compensation.*** The parties agree that presiding judges and alternate judges will be compensated at a rate of $14.00/hr., and election clerks will be compensated at a rate of $12.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time

to complete the counting and to wrap up the paper work, but not to exceed two hours before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 2, 2026 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of $25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. ***Number of Election Workers.*** The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. ***Expenses Incurred and Billing.*** The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. ***Billing.*** As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. ***Payment.*** The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. ***Expense Item Larger than $500.*** If a single election expense exceeds $500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. ***Estimated Cost of Services.*** A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election (and runoff election, if applicable) as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. ***Administrative Fee.*** The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. ***Nontransferable Functions.*** In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;

2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. ***Joint Election.*** The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 2, 2026. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. ***Cancellation of Election.*** If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 2, 2026 Joint Election.

D. ***Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. ***Representatives.*** For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

For the CITY:	**For the Contracting Officer:**
Peyton Standifer	Kristin Miles
City Secretary	Elections Administrator
City of Elgin	Bastrop County
310 N Main Street/PO Box 591	804 Pecan Street
Elgin, TX 78621	Bastrop, TX 78602
Tel: (512) 229-3222	Tel: (512) 581-7160
Fax: (512) 285.3016	Fax: (512) 581-4260
Email: peyton.standifer@elgintexas.gov	Email: elections@co.bastrop.tx.us

F. **Recount.** A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

G. **Runoff Elections.** The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 2, 2026 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 13, 2026, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

H. ***Amendment/Modification.*** Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing,

duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

I. ***Entire Agreement.*** This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

J. ***Severability.*** If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

K. ***Third Party Beneficiaries.*** Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

L. ***Mediation.*** Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive

the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____ .

_____
City Manager
City of Elgin
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____ .

_____
Gregory Klaus
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, _____ .

_____
Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT "A"

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 20, 2026 through Tuesday, April 28, 2026.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 **8:00 am – 5:00 pm**	**21** **NO VOTING STATE HOLIDAY**	**22** **8:00 am – 5:00 pm**	**23** **8:00 am – 5:00 pm**	**24** **8:00 am – 5:00 pm**
27 **7:00 am – 7:00 pm**	**28** **7:00 am – 7:00 pm**			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
North Bastrop County Community Annex, 702 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
20 **8:00 am – 5:00 pm**	**21** **NO VOTING STATE HOLIDAY**	**22** **8:00 am – 5:00 pm**	**23** **8:00 am – 5:00 pm**	**24** **8:00 am – 5:00 pm**
27 **7:00 am – 7:00 pm**	**28** **7:00 am – 7:00 pm**			

Voting by Mail:

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

EXHIBIT "A-1"

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Monday, June 1, 2026 through Tuesday, June 9, 2026.

Main Location:
North Bastrop County Community Annex, 704 Bull Run, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 8:00 am – 5:00 pm	**2** 8:00 am – 5:00 pm	**3** 8:00 am – 5:00 pm	**4** 8:00 am – 5:00 pm	**5** 8:00 am – 5:00 pm
8 7:00 am – 7:00 pm	**9** 7:00 am – 7:00 pm			

Voting by Mail:
Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT "B"

ELECTION DAY POLLING LOCATIONS ELECTION

Aqua Water Supply, 415 Old Austin Hwy., Bastrop
River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop
Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop
Bastrop County Community Center, 15 American Legion Dr., Bastrop
Smithville Rec Center, 106 Royston St., Smithville
Rosanky Community Center, 135 Main St., Rosanky
Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek
Red Rock Community Center, 114 Red Rock Rd., Red Rock
North Bastrop County Community Annex, 702 Bull Run, Elgin
Faith Lutheran Church, 230 Waco St., McDade
Family Worship Center, 2425 FM 1704, Elgin
Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

Locations Subject to Change Depending on Entities Participating in the Joint Election

EXHIBIT "B-1"

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

North Bastrop County Community Annex, 704 Bull Run, Elgin

Locations Subject to Change Depending on Entities Participating in the Joint Election

EXHIBIT "C"

ESTIMATED COST OF ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses	**$ 4,053.21**
Rental Fee for ExpressVote and Vote Tabulator (voting equipment) **Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board**	
Election Kits & other precinct supplies	**$ 200.00**
SUBTOTAL	**$ 4,253.21**
10% ADMINISTRATIVE FEE	**$ 425.32**
TOTAL	**$ 4,678.53**

EXHIBIT "C-1"

ESTIMATED COST OF RUNOFF ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses **Rental Fee for ExpressVote and Vote Tabulator (voting equipment)** **Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board**	**$ 20,500.85**
Election Kits & other precinct supplies	**$ 200.00**
SUBTOTAL	**$ 20,700.85**
10% ADMINISTRATIVE FEE	**$ 2,070.09**
TOTAL	**$ 22,770.94**

JOINT ELECTION AGREEMENT
FOR MAY 2, 2026
ELECTIONS

Recitals

1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on May 2, 2026. Each Participating Entity requires elections to be held on May 2, 2026 in those portions the Participating Entity's territory that are located in Travis County.

2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.

3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

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

I. Scope of Joint Election Agreement

This agreement covers conducting the May 2, 2026 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on May 2, 2026 ("Election Day") jointly for the Participating Entities' voters who reside in Travis County. This agreement also covers any General and Special Election runoffs, if necessary.

II. Election Officer

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

III. Early Voting

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

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body, in accordance with Texas Election Code chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election classes to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for facilitating the appointment and operation of the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections. In elections that are not also countywide elections, the Participating Entity will be responsible in making the presiding judge and the alternate presiding judge appointment. The Participating Entity will be responsible for these appointments unless the Participating Entity expressly grants to the County that authority. If the Participating Entity does not make the appointments within 45 days of the election, then the County will make those appointments.

10. The County will be responsible for facilitating the appointment and operation of the Signature Verification Committee, if needed. The early voting clerk will issue a written order creating the committee if the early voting clerk determines that a signature verification committee should be appointed or if the clerk receives a petition signed by at least 15 registered voters for the creation of the committee. The early voting clerk will determine the number of members on the committee, providing for a minimum of five (the committee chair and four members), and they will comprise the Signature Verification Committee. The Signature Verification Committee will meet

prior to election day to compare signatures on the applications for ballot by mail to the corresponding carrier envelopes and perform other duties the Election Code requires of it. This provision applies only in elections that are also countywide elections.

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

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the

respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and any number of ballot boxes required for each election site, as determined by the County, will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in

the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, any number of ballot boxes required for each election site, as determined by the County, will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. Each Participating Entity shall keep their office open for election duties for at least 3 hours per day, during regular office hours, on regular business days beginning no later than the 50th day before the date of each general election or by the 3rd day after the date a special election is ordered and ending no earlier than the 40th day after election day.

3. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the

support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for coordinating the transport of voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. This provision applies only in elections that are also countywide elections.

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

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

B. <u>Participating Entities' Responsibilities</u>

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

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or $100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. If the Participating Entity desires to establish an early voting polling place, other than those sites the Election Officer has already selected, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

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

VIII. General Provisions

A. Legal Notices

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

B. Communication

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

C. Custodian

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

D. Effective Date

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

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

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

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

C. Force Majeure

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

D. Venue and Choice of Law

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

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 2, 2026 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

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

G. Breach

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

H. Payments from Current Revenues

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

I. Other Instruments

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

J. Third-Party Beneficiaries

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

K. Other Joint Election Agreements

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

L. Mediation

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

M. Counterparts

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

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

PARTICIPATING ENTITIES

Name of Participating Entity	The City of Elgin
Address	310 North Main Street
	Elgin, Texas 78621
Name of Authorized Signatory	Theresa Y. McShan, Mayor
Signature	_____
Date signed	_____
E-mail address	Theresa.McShan.Mayor@elgintexas.gov

<u>EXHIBIT A</u> *[this list needs to be updated]*

Municipalities

School Districts

MUDs

ESDs

EXHIBIT B

COST ESTIMATE

ELECTION AGREEMENT BETWEEN
TRAVIS COUNTY AND THE CITY OF ELGIN

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

Section 1. GENERAL PROVISIONS

(A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, to the extent the date is not already set by statute, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.

(C) Except as otherwise provided in this Agreement:

(1) The term "Election Officer" refers to the Travis County Clerk;
(2) The term "precinct" means all voter registration precincts in the territory of the Participating Entity located within Travis County;
(3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election; and

(4) The term “cost for election services” includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

(D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.

(E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.

(F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).

(G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.

(B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

(1) Preparing, adopting, and publishing all required election orders, including orders for appointment of central counting station personnel, early voting ballot board personnel, and signature verification personnel in elections where needed, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.

b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:

i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;

ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and

iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).

(2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;

(3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(4) Conducting the official canvass of a Participating Entity election;

(5) Administering the Participating Entity's duties under state and local campaign finance laws;

(6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

(E) The City Secretary will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Secretary will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Secretary will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

(A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.

(E) During any election and any subsequent runoff election that involves entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

(A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.

(B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.

(C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $100.

(D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.

(1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via email. The following email address will be used for email communications to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to ElectionEntities@traviscountytx.gov. The Participating Entity has designated the City Secretary as the Participating Entity's representative for sending and receiving email communications under Section 5, and the Participating Entity designates the following email

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

(2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

(3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.

(4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.

(5) Each party may change its respective email addresses for email communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

(F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

(1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

(2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

(G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

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

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

(1) For each election the Election Officer conducts for the Participating Entity after January 1, 2025, through January 1, 2026, the Participating Entity shall pay (a) the sum of 4% of the cost of the electronic voting system equipment installed at a polling place and 4% for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than $100.00, and (b) $100.00 if the sum described in (a) is $100.00 or less.

(2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.

(C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

(D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

(A) All of the Participating Entity's voters within Travis County will have access to all the Travis County Early Voting sites in each election at no additional cost.

(B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election. The Election Officer will work with the Participating Entity to explore whether adding the location is appropriate for that election. Notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.

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

SECTION 8. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity designates the City Secretary to serve as the main point of contact for media inquiries related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

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

(B) Notice. Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CITY OF ELGIN

ATTN: City Secretary
P.O. Box 591
Elgin, Texas 78621

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

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

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

(C) Force Majeure. In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law. The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of

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

(F) Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

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

(H) Payments from Current Revenues. Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments. The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements. The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section

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

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

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

City of Elgin
ATTN: City Secretary
P.O. Box 591
Elgin, Texas 78621

(N) Effective Date. This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

(O) Reference of Time. All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.

(P) Signatures. The individuals below have been authorized to sign this Agreement.

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

[Signatures on following page]

CITY OF ELGIN

BY: _____
Theresa Y. McShan
Mayor

DATE: _____

TRAVIS COUNTY

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

DATE: _____