



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
February 17, 2026
6:30 PM**

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

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

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

VI. ANNOUNCEMENTS

- 1. Parent Support Group Saturday, February 21st, 10:00am at Elgin Public Library.**

2. **Family Movie Night Friday, February 20th 6:30pm at Elgin Public Library.**

VII. CITY MANAGER'S REPORT

1. **Planning and Zoning Commission Quarterly Report and 2025 Annual Report**

VIII. CONSENT AGENDA

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

1. **City Council Regular Meeting Minutes - February 3, 2026**
2. **Elgin Music Festival Partnership: Fee Waiver for Street Closure on Depot Street from N Ave B to N Ave C on Saturday, April 11th from 3pm-10pm, Open Container Waiver Thursday–Saturday, April 9th - 11th: \$250.00 (Alvarez)**
3. **Special Event Park Fee Waiver, Open Container Waiver, and Fee Waiver for Street Closure on Depot Street from N Ave B to N Ave C, and Public Works Support and Police Department Support for Relay for Life on Saturday, April 25th 2026 6pm–10pm: \$2,311.80. (Alvarez)**
4. **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)**

IX. NEW BUSINESS

1. **Adoption of updated Library Policies (Approved as to Form by City Attorney)**
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STACEY FORD OSBORNE FOR CONTINUED PUBLIC INFORMATION AND COMMUNICATION SERVICES FOR THE CITY OF ELGIN, AND MAKING CERTAIN FINDINGS RELATED THERETO.**
3. **A RESOLUTION AUTHORIZING THE CITY OF ELGIN, TEXAS, TO ENTER INTO AN INTER LOCAL COOPERATION AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY FOR RADIO SERVICES AND EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**
4. **A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO CONDUCT A STUDY FOR SETTING FUTURE UTILITY RATES FOR WATER AND WASTEWATER AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)**

X. EXECUTIVE SESSION

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

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

- 1. The City Council will convene in Executive Session pursuant to Section 551.071 of the Texas Government Code to consult with the City Attorney regarding possible and contemplated litigation arising out of an employment matter, for which the City seeks the advice of counsel.**

XI. RECONVENE

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

XII. ADJOURNMENT

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

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

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

I, Peyton Standifer, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Tuesday, February 10, 2026, in accordance with Chapter 551 of the Texas Government Code.



Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Planning and Zoning Commission Quarterly Report and 2025 Annual Report

DEPARTMENT: Development Services

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

BACKGROUND:

This report covers the months of November, December 2025 and January 2026. The 2025 Annual Recap Report is included as well.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. PZC Quarterly Report Nov 2025 - Jan 2026
2. PZC 2025 Annual Recap Report

{ } 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.



PLANNING & ZONING COMMISSION QUARTERLY REPORT

DATE: January 27, 2026

SUMMARY OF ACTIVITIES FROM NOVEMBER 2025 – JANUARY 2026

Board Members:

Antonio Prete (Chair), Scott Mackay (Vice-Chair), Danica Morgan, Jennifer Wissmann, Berney Williams, Dorothy McCarther, Taylor Christian

November 2025

- Activity Report:
 - 1. Project #202500086 – Specific Use Permit for a Short-term Rental at 204 Loesch Dr. – PZC recommended 3 years.
 - 2. Project #202400039 – Lund Farm Sec 1, Ph 1 revised final plat consisting of 216 total lots on 46.539 acres of land in Travis and Bastrop Counties – PZC approved.
 - Workshop – 3rd Amendment to Harvest Ridge Development Agreement
- Attendance: Antonio Prete and Dorothy McCarther were absent

December 2025

- Activity Report: No meeting was held in the month of December
- Attendance: N/A

January 2026

- Activity Report:
 - Meeting cancelled due to freezing weather preventing a quorum.

PROPOSED ACTIVITIES FROM FEBRUARY 2026 – APRIL 2026 MEETINGS

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

RECOMMENDED COUNCIL ACTION

None.



Development Services Department

Planning & Zoning Commission (PZC) Annual Report

Date: January 29, 2025

SUMMARY OF ACTIVITIES FROM JANUARY 2025 – DECEMBER 2025

The Planning and Zoning Commission met a total of eleven times in 2025.

Preliminary Plats Approved:

1. Elgin Gateway 800 lots on 241.634 acres

Final Plats & Replats Approved:

- | | |
|-------------------------------------|---|
| 1. Brown McDade Replat | 2 lots |
| 2. Lund Farm Sec 1, Ph 1 | 222 lots |
| 3. Trinity Ranch EMS Lot | 1 lot |
| 4. Primavesta Ph 1B | 109 lots |
| 5. Lund Farm Sec 1, Ph 1 | 210 lots |
| 6. Harvest Ridge Sec 7 | 130 lots |
| 7. Cedar Grove | 1 lot |
| 8. Triada Ph 2 | 110 lots |
| 9. Triada Ph 2-B | 32 lots |
| 10. Lund Farm Sec 1, Ph 1 (revised) | 6 lots (210 vs 216) |
| Total # of lots approved | 823 (110 lots located inside city limits) |

Specific Use Permits:

1. Christian Steward Academy – Tabled and then applicant withdrew
2. Short-term rental at 907 N Avenue C – Recommended Approval
3. Short-term rental at 204 Loesch Dr. – Recommended Approval

Subdivision Variances:

1. 14808 County Line Road Allow a flag lot Approved

Zoning Changes:

- | | | |
|---------------|--|----------------------|
| 1. I to C-2 | Elgin Business Park, Lot 2 | Recommended Approval |
| 2. C-3 to I | 618 N SH 95 | Recommended Approval |
| 3. I to C-2 | Elgin Business Park, Lot 3 | Recommended Approval |
| 4. R-1 to R-2 | 14021 Klaus Lane | Recommended Approval |
| 5. I to R-2 | South MLK Jr. Blvd & E 1 st | Recommended Approval |
| 6. R-1 to I | WWTP No. 2 | Recommended Approval |

Ordinance Changes:

1. Chapter 20 – Floods

Workshops:

1. Cardwell Estates PDD
2. Lund Farm amended Concept Plan and Development Agreement
3. Review and recommend standardized plat notes
4. Workshop to review Chapter 20-Floods for possible amendment.
5. Short-term rentals requested by Council
6. Harvest Ridge 3rd Amendment to Development Agreement

Membership:

1. Danica Morgan sworn in for first term in February
2. Taylor Christian sworn in for first term in February
3. Outgoing member David Lanford recognized for eight years of service in March
4. Jenniffer Wissmann sworn in for first term in October.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - February 3, 2026

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the meeting minutes

BACKGROUND:

The City Council held a regular meeting on February 3, 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 - February 3, 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
February 3, 2026
6:30 PM

CALL TO ORDER

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

ROLL CALL

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

Present:

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

Absent:

Sue Brashar, Mayor Pro Tem, Ward 4

Staff:

Robert Eads, City Manager
Peyton Standifer, City Secretary
Mark Schroeder, City Attorney
Kaley Frye, Economic Development Director
Beau Perry, Development Services Director/City Engineer
Kristina Alvarez, Main Street Manager
Heather Fowler, Library Services 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

INVOCATION

Council Member Gibson provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

No one in attendance wished to speak.

ANNOUNCEMENTS

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

Heather Fowler, Library Services Manager, provided this announcement to the Council.

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

Heather Fowler, Library Services Manager, provided this announcement to the Council.

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

Heather Fowler, Library Services Manager, provided this announcement to the Council.

PRESENTATION

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

Mayor McShan read the proclamation. No one was present to receive the proclamation.

Mayor McShan stated she would be reading the proclamation at the Hatitude event on Saturday, February 7, 2026, at Firewild to celebrate the beginning of Black History Month.

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

Heather Bloom, Chamber of Commerce President, provided the annual presentation on the performance of the Visitor's Center to the City Council. Ms. Bloom stated that the Chamber of Commerce and Visitor's Center welcomed 42 visitors from out of Bastrop County with 4 from out of state. The Visitor's Center plans to expand their presence on social media, and engage more visitors that could stay overnight. Ms. Bloom reviewed the signature events throughout 2025 that the Chamber of Commerce and Visitor's Center hosted. For 2026, the Visitor's Center plans to renew their partnership with Main Street, improve the visitor tracking, sell Elgin merchandise, and update the logo and signage.

CITY MANAGERS REPORT

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

Robert Eads, City Manager, stated the Public Safety Advisory Committee Quarterly Report is available for their review. There were no questions from the Council.

2. **Economic Development Corporation Quarterly Report**

Robert Eads, City Manager, stated the Economic Development Corporation Quarterly Report is available for their review. There were no questions from the Council.

3. **Main Street Board Quarterly Report**

Robert Eads, City Manager, stated the Main Street Board Quarterly Report is available for their review. There were no questions from the Council.

4. Explore Elgin (Alvarez)

Robert Eads, City Manager, invited Kristina Alvarez, Main Street Manager, to address the Council. Ms. Alvarez stated that Explore Arts and Culture would be expanded to all year, and not confined to just May. Council Member Casnovsky questioned how the expansion would overlap with the Chamber of Commerce and Visitor's Center. Ms. Alvarez responded that the expansion would coincide with Western Days and added that Main Street recently purchased an American Bus Association membership and is coordinating with Ms. Bloom to attract tour groups to visit the City.

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

Robert Eads, City Manager, explained that this item was to discuss and possibly set a date in June or July for Strategic Planning. Mr. Eads stated that to find an appropriate facilitator for the planning session, the planning session will need to take place later in the year. There were no questions from the Council.

6. Report on Timeline of the Refunding of Maturing Bonds

Robert Eads, City Manager, explained that the City has maturing bonds that can be called upon to be refunded. The City has a Bond council that will walk them through the process. The City will be able to save \$50,000 to \$60,000 a year by refunding these bonds. Mr. Eads walked the Council through the calendar of events that would take place if the Council chooses to authorize the refunding of the bonds. Mr. Eads stated that this item is for the Council to consider with no action. Discussion followed.

CONSENT AGENDA

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

This item was approved on the consent agenda.

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)

This item was approved on the consent agenda.

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

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)

Mayor McShan read the title of the item and invited Todd Johnson, Police Commander, to address the Council. Commander Johnson explained that this position is funded by salary savings, and the primary function of this role would be to address Public Information Requests. Deputy Mayor Pro Tem Love questioned the funding for the position. Commander Johnson stated that it would be funded by salary savings, and would not cost the City additional funds. Discussion followed.

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

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

Mayor McShan stated that the Council would address New Business Item No. 3 before this item. After addressing New Business Item No. 3, Mayor McShan read the title of the item and adjourned the Council into Executive Session to consult with the City Attorney.

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)**

Mayor McShan read the title of the item, and invited Peyton Standifer, City Secretary, to address the Council. Mrs. Standifer stated that this was a routine item to order the election in May for the eligible positions on the Council. Discussion followed regarding polling places.

Council Member Crim motioned to approve the ordinance. Council Member Rodriguez seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

Mayor McShan read the title of the item, stated that the Council would also be consulting with the City Attorney regarding New Business Item No. 2 in Executive Session, and adjourned the meeting into Executive Session at 7:15PM.

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.**

RECONVENE

Mayor McShan reconvened the meeting into open session at 8:17PM.

Mayor McShan stated the Council would not be taking any action on New Business Item No. 2, or on the Executive Session item.

ADJOURNMENT

Mayor McShan adjourned the meeting 8:18PM.

ATTEST:

Theresa Y. McShan, Mayor

Peyton Standifer, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Elgin Music Festival Partnership: Fee Waiver for Street Closure on Depot Street from N Ave B to N Ave C on Saturday, April 11th from 3pm-10pm, Open Container Waiver Thursday–Saturday, April 9th - 11th: \$250.00 (Alvarez)

DEPARTMENT: Community Services

PROPOSED ACTION: Approval of the request to waive fees for Elgin Music Festival for \$250.00.

BACKGROUND:

The Elgin Music Festival is back! This year's event brings together incredible local talent, inspiring headliners, and vibrant arts to create a festival experience like no other. Whether you're here to dance to the rhythm of live bands, explore the creativity of local artisans, or savor delicious food and drink, there's something for everyone at the Elgin Music Festival. Bring your friends, family, and neighbors to celebrate the music, culture, and heart of the Elgin community. The event will be held from Thursday–Saturday, April 9th - 11th, with a street closure needed on Saturday, April 11th from 3pm-10pm.

BUDGET/FINANCIAL IMPACT:

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

The fees associated with the event are \$250.00.

RECOMMENDATION:

Staff recommends the waiver of fees.

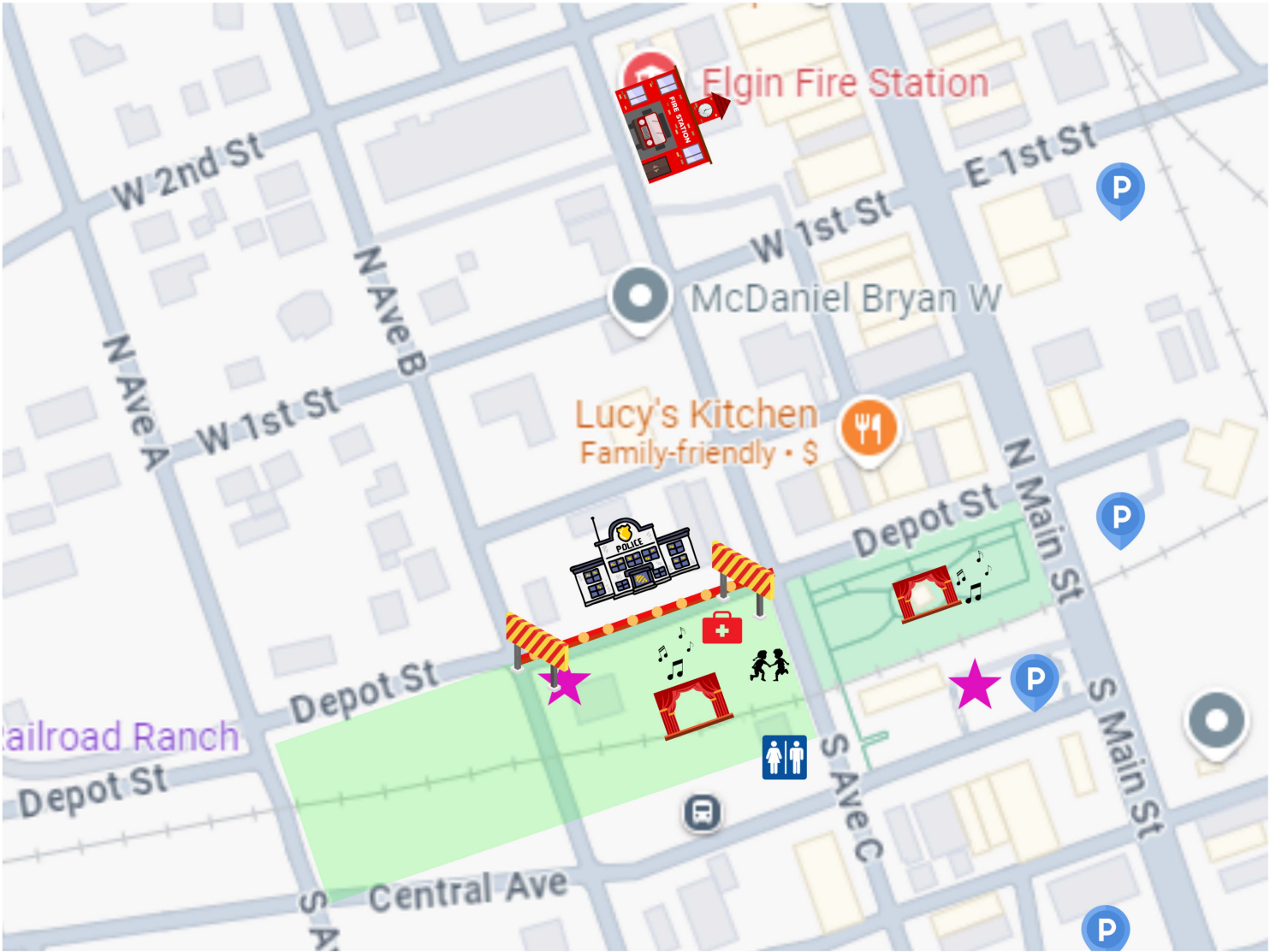
ATTACHMENTS:

1. Elgin Music Festival Map 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 Music Festival



- Street closures
- EMS Access
- Traffic Barricade
- Police Station
- Fire Station
- First Aid & Information

- Bathrooms
- Stages
- Musicians Unload/Load
- Direction of Music
- Playground
- Parking



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

Special Event Park Fee Waiver, Open Container Waiver, and Fee Waiver for Street Closure on Depot Street from N Ave B to N Ave C, and Public Works Support and Police Department Support for Relay for Life on Saturday, April 25th 2026 6pm–10pm: \$2,311.80. (Alvarez)

DEPARTMENT: Community Services

PROPOSED ACTION: Approval of the request to waive fees for Relay For Life \$2,311.80

BACKGROUND:

Relay For Life of Elgin is a community event held since 2005 dedicated to the fight against cancer. The focus of the event is to support, honor, and remember those who are fighting or have fought this disease, as well as to recognize the dedication and devotion of caregivers. The event is a 4-hour gathering consisting of music, food, and drinks, ceremonies, a silent auction, onsite fundraisers, and special activities. The organization has requested permission to host the event at the 200 Block of Veterans Memorial Park on Saturday, April 25th, with the set-up beginning at 12pm, event time from 6-10pm, and clean-up done before midnight.

BUDGET/FINANCIAL IMPACT:

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

The fees associated with this event are \$2,311.80. They are requesting a waiver in this amount.

RECOMMENDATION:

Staff does not have a recommendation.

ATTACHMENTS:

1. Special Event Application Summary - Relay for Life of Elgin 2026
2. Map 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.

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SPECIAL EVENT APPLICATION SUMMARY

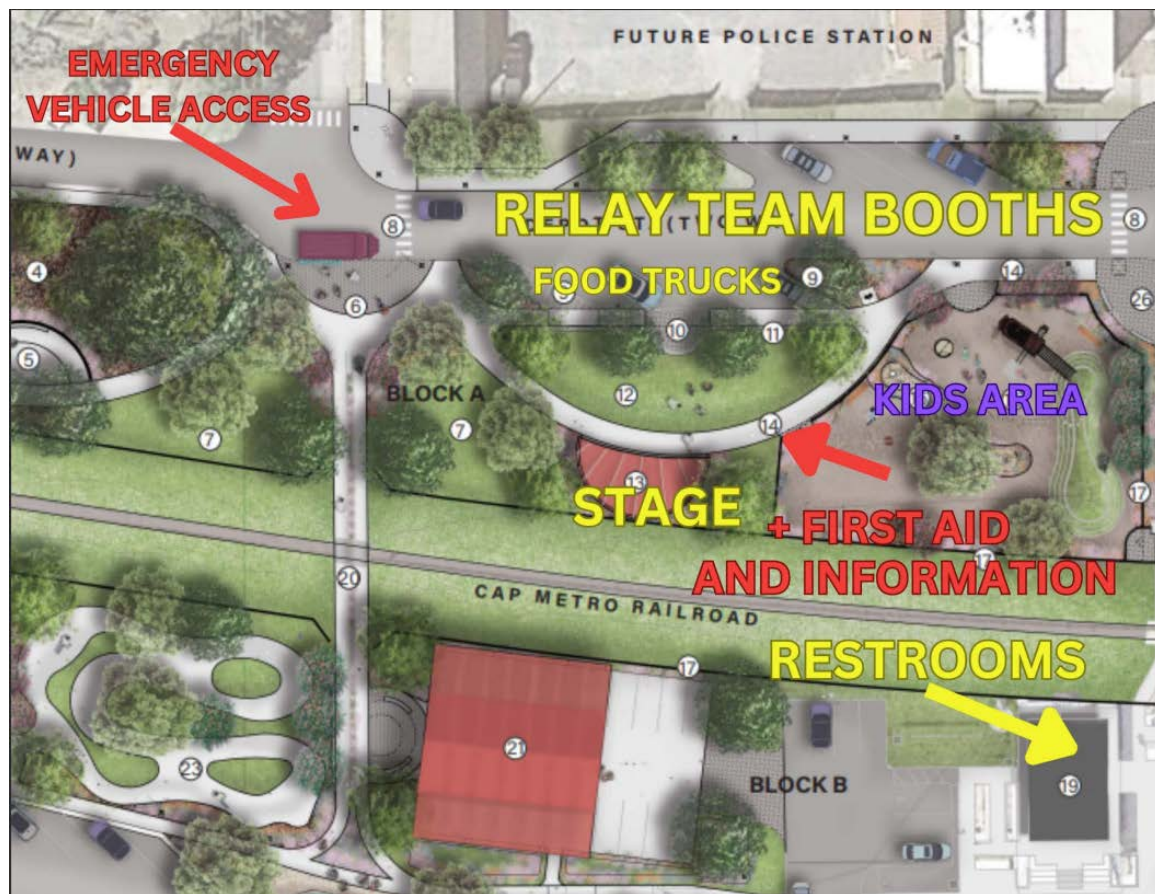
Applying Organization / Individual: Relay For Life of Elgin, American Cancer Society

Event Name: Relay for Life of Elgin

Event Dates / Times:

04/25/2026	Public Works blocks street, Event Set Up Begins 12pm
04/25/2026	Event Festivities Begin 6pm-10pm
04/25/2026	Event Festivities End, Clean Up, Public Works removes road barricades 10pm - 11pm (no later than midnight)

Event Location: Veterans Memorial Park Expansion, Elgin, TX 78621



Event Description: Relay For Life of Elgin is a community event held since 2005 dedicated to the fight against stupid cancer. The focus of the event is to support, honor and remember those who are fighting or have fought this disease, as well as to recognize the dedication and devotion of Caregivers. The event is a 4-hour gathering consisting of music, food and drinks, ceremonies, a Silent Auction, onsite fundraisers, and special activities. The organization has requested to hold the event at the 200 Block of Veterans Memorial Park on Saturday, April 25th, with the set-up beginning at 12pm, event time from 6-10pm, and clean-up done before midnight.

Relay For Life of Elgin

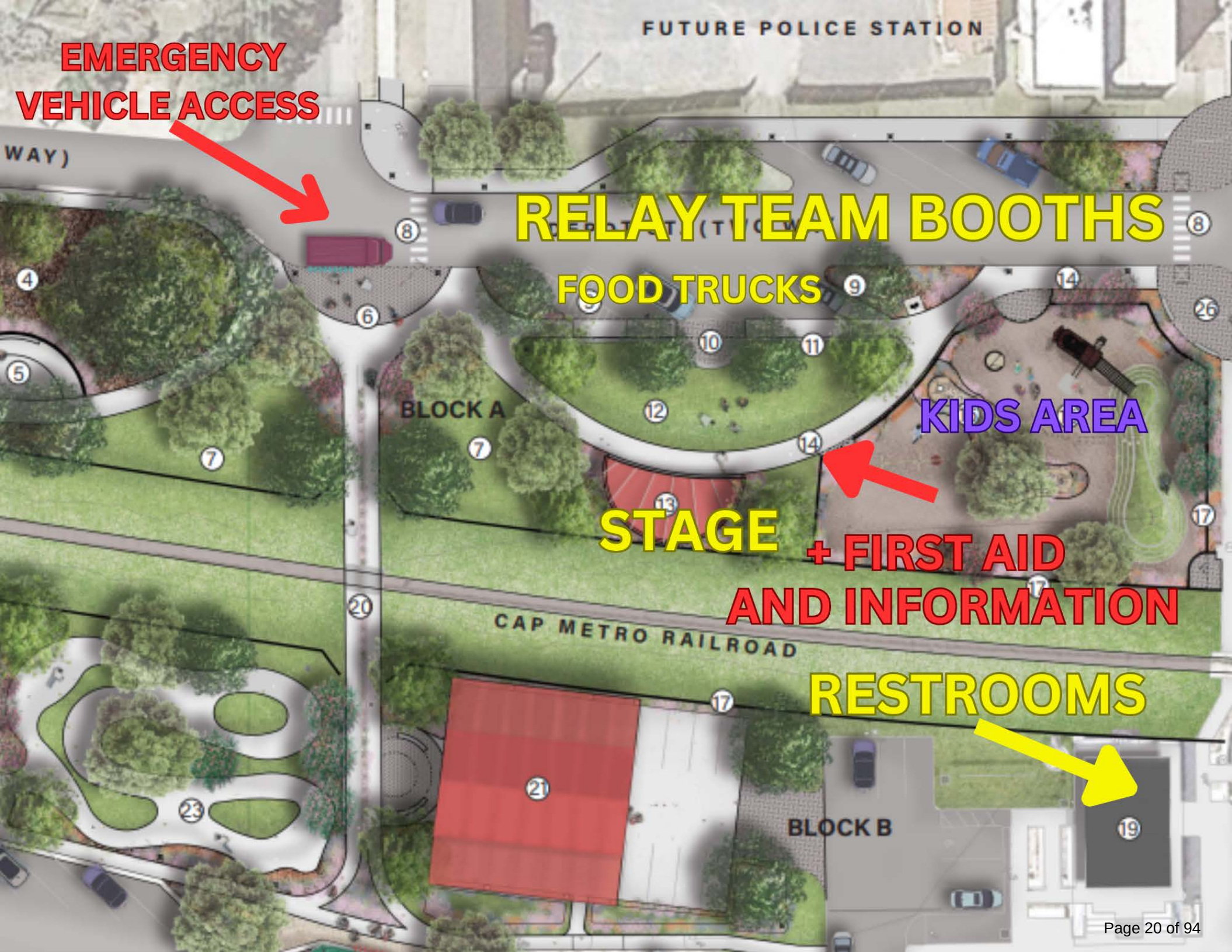
Hosted By: American Cancer Society

Description of City Staff Support	Number of Employees	Number of Hours	Cost Per Hour Per Employee	Total Daily Cost
Public Works Support: Street Closure Only	4	2	\$25.00	\$200.00
Police Dept. Support: Saturday, April 25th 2026	2	6	\$86.40	\$1,036.80
				\$1,236.80

Description of Fees		Cost by Unit	Total Cost
Special Event Application		\$25	\$25
Street Closure: Saturday, April 25th 2026	1 Block	\$50/Block	\$50
Veterans Memorial Park, Stage and Events Lawn			\$1,000
			\$1,750.00

Total Event Fees	Total Cost	\$2,311.80
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Requested Waivers	
Fee Waiver \$2,311.80	Yes- No barriers to participate, not a fundraiser, no political affiliation
Open Container Waiver	Yes - 200 W Depot St Veterans Memorial Park 5pm-11pm
Sound Ordinance Waiver	No



FUTURE POLICE STATION

EMERGENCY
VEHICLE ACCESS

RELAY TEAM BOOTHS

FOOD TRUCKS

KIDS AREA

STAGE + FIRST AID
AND INFORMATION

RESTROOMS

BLOCK A

BLOCK B



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: Review and consider items for approval.

BACKGROUND:

Staff is finalizing purchases with property owners to secure right of way for this project. The staff will set a bid date immediately following this approval. All agreements have been discussed with the landowners and Staff is ready to move forward with these purchase agreements.

BUDGET/FINANCIAL IMPACT:

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

Today's approvals are for property acquisition.

Totaling \$374,787.76

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

1. RESOLUTION Kennedy St properties
2. 2026.01.28 Rosendo Mederos Purchase offer
3. 2026.02.02 Vicky Merriwether
4. USAH accepted purchase offer
5. westwind purchase offer acceptance form- updated
6. 2025.11.14 Dana Jones R557450 Purchase Offer Notices
7. 2025.11.19 Texas Group 400 127617 127617
8. 2025.11.14 Elgin ISD R14976 Purchase Offer

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

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

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

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

RESOLUTION NO. 2026-02-17-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 Kenndy 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 Kenndy 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 17th day of February 2026.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

PEYTON STANDIFER, City Secretary



Written Purchase Offer

October 1, 2025

Dear Rosendo Mederos,

Our previous letter informed you of the City of Elgin's need to acquire the following right-of-way on your property at 111 KENNEDY ST ELGIN, TX 78621, known as ELGIN CITY, BLOCK 12, LOT 3, and further described as:

Being a 0.037 acre tract, an approximately 14-foot-wide right-of-way running along Kennedy Street for approximately 125 feet.

The property was appraised by a certified appraiser and, if valued over \$10,000, a qualified reviewing appraiser. Based on the appraisal report and review appraiser's certification, City of Elgin established just compensation for this property to be \$29,797.00, based on the appraisal value of \$22,987.00 and cost to cure valued at \$6,810.00.

City of Elgin hereby offers the just compensation amount of \$29,797.00 for the purchase of the property identified. By this action, City of Elgin initiates negotiations to acquire this property. Attached to this offer is a copy of the appraisal report.

We believe this offer is fair and equitable, and we urge your favorable consideration and acceptance. If this offer meets with your approval, or if you have any questions, please contact Michael Gonzalez, Director of Public Works, immediately at 1137 Swenson Blvd. Elgin, TX 78621 or 512-229-3260. City of Elgin staff have prepared a sales contract and Act of Sale to assist in finalizing the acquisition. Any relocation benefits to which you may be entitled will be in addition to the acquisition price of your property.

Thank you very much for your cooperation and favorable consideration of this offer.

Sincerely,

Theresa Y. McShan
Mayor, City of Elgin

Enclosures: Purchase Offer Acceptance Form
Just Compensation Determination Statement
Appraisal Report
Appraisal Review Report

310 North Main Street

PO Box 591

Elgin, Texas 78621

Phone 512 281.5724

Fax 512 285 3016

www.elgintx.com



- 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 111 KENNEDY ST ELGIN, TX 78621, further described as follows:

BEING A 0.037 ACRE TRACT OF LAND SITUATED IN THE JONATHAN BURLESON SURVEY IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT 0.29 ACRE TRACT CONVEYED TO ROSENDO MEDEROS AND SPOUSE, LIGIA GRICELDA POSAS ALONSO, BY DEED RECORDED IN VOLUME 2263, PAGE 635 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

The City of Elgin hereby offers a price amount of \$29,797 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 nine thousand seven hundred ninety seven dollars (\$29,797) for the portion of your property on 0.037 acres of Property ID 12289.
- ☐ I do not accept the purchase offer of twenty nine thousand seven hundred ninety seven dollars (\$29,797) for the portion of your property on 0.037 acres of Property ID 12289 and wish to negotiate.

Owner Name: Rosendo Mederos

Owner Signature: Rosendo Mederos

Date: 1-20-24

310 North Main Street

PO Box 581

Elgin, Texas 78621

Phone 512.281.5724

Fax 512.285.3018

www.elgintx.com



P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
WWW.SHERWOODSURVEYING.COM
TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION
0.037 ACRE
RIGHT OF WAY

BEING A 0.037 ACRE TRACT OF LAND SITUATED IN THE JONATHAN BURLESON SURVEY IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT 0.29 ACRE TRACT CONVEYED TO ROSENDO MEDEROS AND SPOUSE, LIGIA GRICELDA POSAS ALONSO, BY DEED RECORDED IN VOLUME 2263, PAGE 635 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.037 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID 0.29 ACRE TRACT, (GRID COORDINATES N:10101705.64, E:3229341.75), COMMON WITH THE SOUTHWESTERLY CORNER OF THAT 0.169 ACRE TRACT DESCRIBED AS AREA OF UNCLEAR TITLE BY CENTRAL AVENUE SUBDIVISION PLAT RECORDED IN CABINET 2, SLIDE 290-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AND SITUATED IN THE EASTERLY RIGHT OF WAY LINE OF KENNEDY STREET (R.O.W. VARIES), FOR THE NORTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 69° 47' 36" E, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID 0.29 ACRE TRACT, COMMON WITH THE SOUTHEASTERLY BOUNDARY LINE OF SAID 0.169 ACRE TRACT, A DISTANCE OF 14.71 FEET TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, INTO AND ACROSS SAID 0.29 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

S 04° 15' 36" E, A DISTANCE OF 49.35 FEET TO AN ANGLE POINT;

S 05° 17' 19" E, A DISTANCE 75.34 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED IN THE NORTHWESTERLY RIGHT OF WAY LINE OF ALLEY A STREET, COMMON WITH THE SOUTHEASTERLY BOUNDARY LINE OF SAID 0.29 ACRE TRACT;

THENCE, S 68° 56' 51" W, ALONG SAID COMMON LINE, A DISTANCE OF 12.71 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SITUATED AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF ALLEY A STREET WITH THE EASTERLY RIGHT OF WAY LINE OF KENNEDY STREET;



THENCE, N 05° 47' 31" W, ALONG THE EASTERLY RIGHT OF WAY LINE OF KENNEDY STREET, COMMON WITH THE WESTERLY BOUNDARY LINE OF SAID 0.29 ACRE TRACT, A DISTANCE OF 124.35 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.037 ACRES OF LAND, MORE OR LESS.

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

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

Richard A. Goodwin

8/8/2024

RICHARD A. GOODWIN
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24TRC003





perfectly situated...

Just Compensation Determination Statement

Subrecipient: City of Elgin

Contract No.: 22-085-029-D270

City of Elgin proposes to purchase a portion of your property at 111 KENNEDY ST ELGIN, TX 78621, property ID 12289, as follows:

BEING A 0.037 ACRE TRACT OF LAND SITUATED IN THE JONATHAN BURLESON SURVEY IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT 0.29 ACRE TRACT CONVEYED TO ROSENDO MEDEROS AND SPOUSE, LIGIA GRICELDA POSAS ALONSO, BY DEED RECORDED IN VOLUME 2263, PAGE 635 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

City of Elgin has established just compensation for this property as \$29,797.00. City of Elgin hereby offers the just compensation amount of \$29,797.00 for the purchase of your property.

The amount offered is the full amount that City of Elgin believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: \$29,797.00 (an amount representing just compensation for the real property to be acquired the amount considered to be the market value of the portion to be acquired as part of the whole property -plus- if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination: Attached appraisal report and review appraisal

Donation: A donation of the property is an option that may be exercised, and this statement may serve as documentation in support of the valuation for tax purposes. However, before you may use the donated property as a tax deduction, you should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation.

310 North Main Street

PO Box 581

Elgin, Texas 78621

Phone 512.281.5724

Fax 512.285.3016

www.elgintx.com



- 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 510 W BRENHAM ST
ELGIN, TX 78621, further described as follows:

BEING A 0.021 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN,
BASTROP COUNTY, TEXAS AND BEING OUT OF THAT TRACT OF LAND
CONVEYED TO ZEPHRY WILLIAMS BY PROBATE RECORDED IN VOLUME
1423, PAGE 707 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP
COUNTY, TEXAS

The City of Elgin hereby offers a price amount of \$11,666 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 eleven thousand six hundred sixty six dollars (\$11,666) for the portion of your
property on 0.021 acres of Property ID 14631.
☐ I do not accept the purchase offer of eleven thousand six hundred sixty six dollars (\$11,666) for the portion
of your property on 0.021 acres of Property ID 14631 and wish to negotiate.

Owner Name: Vicki Merrinether

Owner Signature: [Signature]

Date: 1/17/2026



📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🌐 WWW.SHERWOODSURVEYING.COM
📌 TBPELS FIRM #10044200

FIELDNOTE DESCRIPTION
0.021 ACRE
RIGHT OF WAY

BEING A 0.021 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT REMAINING 0.361 ACRE TRACT OF LAND CONVEYED TO ZEPHRY WILLIAMS AND BOBBY JEAN CLARK BY PROBATE RECORDED IN VOLUME 1423, PAGE 707 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.021 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD, BEING IN THE EASTERLY RIGHT OF WAY LINE OF KENNEDY STREET, COMMON WITH THE SOUTHWESTERLY CORNER OF SAID 0.361 ACRE TRACT, (GRID COORDINATES N:10100959.80, E:3229388.51), FOR THE SOUTHWESTERLY CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, N 02° 32' 35" W, ALONG THE AFOREMENTIONED COMMON LINE, A DISTANCE OF 163.85 FEET TO A POINT, FOR THE NORTHEASTERLY CORNER HEREOF, COMMON WITH THE NORTHWESTERLY CORNER OF SAID 0.361 ACRE TRACT;

THENCE, N 72° 22' 54" E, ALONG THE NORTHERLY BOUNDARY LINE OF SAID 0.361 ACRE TRACT A DISTANCE OF 8.16 FEET TO A POINT, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, OVER AND ACROSS SAID 0.361 ACRE TRACT THE FOLLOWING FOUR (4) BEARINGS AND DISTANCES;

S 00° 09' 20" E, A DISTANCE OF 84.21 FEET TO A POINT, FOR AN ANGLE BREAK HEREOF;

S 00° 52' 05" W, A DISTANCE OF 44.56 FEET TO A POINT, FOR AN ANGLE BREAK HEREOF;

S 20° 50' 28" E, A DISTANCE OF 34.30 FEET TO A POINT, FOR THE SOUTHEASTERLY CORNER HEREOF;

S 66° 28' 57" W, A DISTANCE OF 13.38 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.021 ACRES OF LAND, MORE OR LESS.



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

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

8/8/2024

RICHARD A. GOODWIN DATE
R.P.L.S. 4069 STATE OF TEXAS
PROJECT NO. 24TRC003



LEGEND



1/2" IRON ROD FOUND (UNLESS NOTED)

0 20 40 80



SCALE (FEET)

LINE TABLE

LINE	BEARING	DISTANCE
L2	N 02°32'35" W	163.85'
L3	N 72°22'54" E	8.16'
L4	S 00°09'20" E	84.21'
L5	S 00°52'05" W	44.56'
L6	S 20°50'28" E	34.30'
L7	S 66°28'57" W	13.38'

POINT OF BEGINNING

N:10100959.80
E:3229388.51

KENNEDY STREET
(ROW VARIES)

PID 14670
WILLIE HUGH WILLIAMS
VOL. 225, PG. 822

PID 14631
ZEPHRY WILLIAMS
VOL. 1423 PG. 707
REMAINDER 0.361 AC
(VOL. 152 PG. 583)

RIGHT OF WAY
0.021 ACRES

W BRENHAM STREET

SURVEYOR NOTES:

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

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

DATE OF FIELDWORK: 7/15/2024

LEGAL DESCRIPTION

BEING A 0.021 ACRE TRACT OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS AND BEING OUT OF THAT TRACT OF LAND CONVEYED TO ZEPHRY WILLIAMS BY PROBATE RECORDED IN VOLUME 1423, PAGE 707 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.



**SHERWOOD
SURVEYING & S.U.E.**

UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBP/ELS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 08/08/2024

DRAWN BY: CO

PROJECT No. 24TRC003



SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION NUMBER 4069, HEREBY STATE THAT DURING THE MONTH OF JULY, 2024, A SURVEY OF THE REAL PROPERTY SHOWN HEREON WAS MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069

8/8/2024

DATE

- 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 18810 E U S HY 290 ELGIN, TX 78621, further described as follows:

BEING A 0.143 ACRE TRACT OF LAND SITUATED IN LOT 1, JARMON SUBDIVISION, RECORDED IN DOCUMENT No. 200400317 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS

This is the revised negotiated price

The City of Elgin hereby offers a price amount of \$205,559.64 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 two hundred five thousand five hundred fifty-nine dollars and sixty-four cents (\$205,559.64) for the portion of your property on 0.143 acres of Property ID 700946.
- ☐ I do not accept the purchase offer of two hundred five thousand five hundred fifty-nine dollars and sixty-four cents (\$205,559.64) for the portion of your property on 0.143 acres of Property ID 700946 and wish to negotiate.

Owner Name: Vikash Chadda

Owner Signature: [Signature]

Date: 02/05/2026



- 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 COUNTY
LINE RD

TX 78621, further described as follows:

BEING A 0.011 ACRE TRACT SITUATED IN LOT 136. WESTWIND
SUBDIVISION SECTION 3, RECORDED IN DOCUMENT No. 201400175
OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS

This is the revised negotiated price

The City of Elgin hereby offers a price amount of **\$3,354.12** 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 three thousand three hundred fifty-four and twelve cents (\$3,354.12) for the portion of your property on 0.011 acres of Property ID 983542.

☐ I do **not** accept the purchase offer of three thousand three hundred fifty-four and twelve cents (\$3,354.12) for the portion of your property on 0.011 acres of Property ID 983542 and wish to negotiate.

Owner Name: _____

Owner Signature: _____

Date: _____



Written Purchase Offer

October 1, 2025

Dear Dana Jones,

Our previous letter informed you of the City of Elgin's need to acquire the following right-of-way on your property at COUNTY LINE RD TX 78621, known as ABS 345 SUR 53 HINES W ACR 11.283 (1-D-1), and further described as:

Being a 0.255 acre tract, an approximately 31-foot-wide right-of-way running along County Line Road for approximately 361 feet.

The property was appraised by a certified appraiser and, if valued over \$10,000, a qualified reviewing appraiser. Based on the appraisal report and review appraiser's certification, City of Elgin established just compensation for this property to be \$111,080.00, based on the appraisal value of \$111,080.00 and cost to cure valued at \$0.00.

City of Elgin hereby offers the just compensation amount of \$111,080.00 for the purchase of the property identified. By this action, City of Elgin initiates negotiations to acquire this property. Attached to this offer is a copy of the appraisal report.

We believe this offer is fair and equitable, and we urge your favorable consideration and acceptance. If this offer meets with your approval, or if you have any questions, please contact Michael Gonzalez, Director of Public Works, immediately at 1137 Swenson Blvd. Elgin, TX 78621 or 512-229-3260. City of Elgin staff have prepared a sales contract and Act of Sale to assist in finalizing the acquisition. Any relocation benefits to which you may be entitled will be in addition to the acquisition price of your property.

Thank you very much for your cooperation and favorable consideration of this offer.

Sincerely,

Theresa Y. McShan
Mayor, City of Elgin

Enclosures: Purchase Offer Acceptance Form
Just Compensation Determination Statement
Appraisal Report
Appraisal Review Report



- 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 COUNTY LINE RD TX 78621, further described as follows:

BEING A 0.255 ACRE TRACT OF LAND SITUATED IN THE WILLIAM HINES SURVEY No. 53, ABSTRACT 345, TRAVIS COUNTY, TEXAS AND BEING OUT OF THAT CALLED 11.2836 ACRE TRACT CONVEYED TO DANA JONES BY DEED RECORDED IN DOCUMENT No. 2003082271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

The City of Elgin hereby offers a price amount of **\$111,080** 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 eleven thousand eighty dollars (\$111,080) for the portion of your property on 0.255 acres of Property ID 557450.
- ☐ I do **not** accept the purchase offer of one hundred eleven thousand eighty dollars (\$111,080) for the portion of your property on 0.255 acres of Property ID 557450 and wish to negotiate.

Owner Name: _____

Owner Signature: _____

Date: _____



perfectly situated...

Just Compensation Determination Statement

Subrecipient: City of Elgin

Contract No.: 22-085-029-D270

City of Elgin proposes to purchase a portion of your property at COUNTY LINE RD TX 78621, property ID 557450, as follows:

BEING A 0.255 ACRE TRACT OF LAND SITUATED IN THE WILLIAM HINES SURVEY No. 53, ABSTRACT 345, TRAVIS COUNTY, TEXAS AND BEING OUT OF THAT CALLED 11.2836 ACRE TRACT CONVEYED TO DANA JONES BY DEED RECORDED IN DOCUMENT No. 2003082271 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

City of Elgin has established just compensation for this property as **\$111,080.00**. City of Elgin hereby offers the just compensation amount of **\$111,080.00** for the purchase of your property.

The amount offered is the full amount that City of Elgin believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: **\$111,080.00** (an amount representing just compensation for the real property to be acquired the amount considered to be the market value of the portion to be acquired as part of the whole property -plus- if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination: Attached appraisal report and review appraisal

Donation: A donation of the property is an option that may be exercised, and this statement may serve as documentation in support of the valuation for tax purposes. However, before you may use the donated property as a tax deduction, you should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation.

Costs: The City of Elgin will be responsible for any costs or fees relating to this acquisition.

Theresa McShan, Mayor
Name of elected official


Signature

10 23 25
Date

APPRAISAL REVIEW REPORT

GLO-CDBG-MIT - Project#22-085-029-D270

Parcel 557450, Dana Jones

WL of County Line Rd, N of E US Hwy 290, Travis County, TX

Prepared For:

Michael Gonzalez
Public Works Director
City of Elgin
PO Box 591
Elgin, Texas 78621

City of Elgin D270 Kennedy/County Line Rd Grant Project

Prepared By:

Lisa Kay Rials, R/W-AC
Rials Appraisal, Review and Consulting
State Certified General Appraiser, TX-1380783G

RIALS APPRAISAL, REVIEW AND CONSULTING

425 E. Milam Street
La Grange, Texas 78945





March 25, 2025

Michael Gonzalez
Public Works Director
City of Elgin
PO Box 591
Elgin, Texas 78621

Re: Appraisal Review

CDBG-MIT Project #22-085-029-D270

Parcel Number: 557450

Ownership Name: Dana Jones

Ownership Address: WL of County Line Rd, N of E US Hwy 290, Travis County, TX

Dear Michael Gonzalez:

At your request, I have performed an appraisal review and prepared a written report for the above-mentioned property. The appraisal review is intended to conform to regulations and guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and the Standards of the Appraisal Institute, the Uniform Relocation Act (URA) (49 CFR 24.103-104) Standards, the State of Texas, and all other applicable requirements.

Reviewer Conclusion:

This reviewer recommends this appraisal report for approval with a total compensation value of **\$111,080.**

Please contact me if you have any questions or comments regarding this appraisal review assignment.
Thank you for the opportunity to be of service.

Respectfully submitted,

Lisa K. Rials, R/W-AC
Rials Appraisal, Review and Consulting
Certified General Real Estate Appraiser
Certification Number: TX-1380783-G

Parcel 557450 page 2 of 13

APPRAISAL REPORT

of a fee simple acquisition to be situated on ±2.0000 acres located at the
WL of County Line Rd, N of E US Hwy 290, Travis County, TX

Parcel:	557450
Project Name:	CDBG-MIT Project #22-085-029-D270
Property Owner:	Dana Jones
CAD Parcel Number:	557450
Legal Description:	Land in the William Hines Survey No. 53, Abstract 345, Travis County, Texas

Submitted To:

Michael Gonzalez
Public Works Director
City of Elgin
PO Box 591
Elgin, TX 78621

Prepared By:

ATRIUM REAL ESTATE SERVICES
14425 Falcon Head Blvd, D-100
Austin, TX 78738

Effective Date of Appraisal:
January 3, 2025





March 25, 2025

Michael Gonzalez
Public Works Director
City of Elgin
PO Box 591
Elgin, TX 78621

RE: Appraisal report of the fee simple acquisition to be situated on ± 2.0000 acres located at the WL of County Line Rd, N of E US Hwy 290, Travis County, TX.

Parcel: 557450
Project Name: CDBG-MIT Project #22-085-029-D270
Property Owner: Dana Jones
CAD Parcel Number: 557450
Legal Description: Land in the William Hines Survey No. 53, Abstract 345, Travis County, Texas

Dear Michael Gonzalez:

As requested, an appraisal has been completed on the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the fee simple acquisition. The following appraisal and final estimate of value have been based upon the inspection of the property and upon research into various factors which influence value. The effective date of this appraisal was January 3, 2025.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, the Uniform Relocation Act (49CFR 24.103) as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES - The market value of fee simple interest in the subject property, as well as the recommended compensation estimate for the proposed acquisition, as of January 3, 2025, was as follows:

RECOMMENDED COMPENSATION SUMMARY		
Whole Property-Economic Unit (Land and impacted site improvements, if any)	\$871,200	
Fee Simple Acquisition ($\pm 11,108$ SF)		\$111,080
Remainder Before the Acquisition	\$760,120	
Remainder After the Acquisition	\$760,120	
Damages/(Enhancements)		\$0
Special Compensation/Cost to Cure		\$0
Total Recommended Compensation		\$111,080



Written Purchase Offer

October 1, 2025

Dear Texas Group 400 LLC,

Our previous letter informed you of the City of Elgin's need to acquire the following right-of-way on your property at 515 CENTRAL AVE APT A & B ELGIN, TX 78621, known as Central Avenue, Lot 4, ACRES 0.270, and further described as:

Being a 0.005 acre tract, a triangular shaped tract approximately 27 feet by 31 feet by 17 feet for right-of-way with a point touching Kennedy Street.

City of Elgin has established just compensation for this property as \$2,780.00, based on the valuation of \$2,780.00 and valuation of improvements at \$0.00.

City of Elgin hereby offers the just compensation amount of \$2,780.00 for the purchase of the property identified. By this action, City of Elgin initiates negotiations to acquire this property. Attached to this offer is a *Just Compensation Determination Statement*.

We believe this offer is fair and equitable, and we urge your favorable consideration and acceptance. If this offer meets with your approval, or if you have any questions, please contact Michael Gonzalez, Director of Public Works, immediately at 1137 Swenson Blvd. Elgin, TX 78621 or 512-229-3260. City of Elgin staff have prepared a sales contract and Act of Sale to assist in finalizing the acquisition. Any relocation benefits to which you may be entitled will be in addition to the acquisition price of your property.

Thank you very much for your cooperation and favorable consideration of this offer.

Sincerely,

A handwritten signature in blue ink that reads "Theresa Y. McShan".

Theresa Y. McShan
Mayor, City of Elgin

Enclosures: Purchase Offer Acceptance Form
Just Compensation Determination Statement
Waiver Valuation Report



- 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 515 CENTRAL AVE APT A & B ELGIN, TX 78621, further described as follows:

BEING A 0.005 ACRE TRACT OF LAND OUT OF LOT 4, CENTRAL AVENUE SUBDIVISION, A SUBDIVISION IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, RECORDED IN CABINET 2, SLIDE 290-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, LOT 4 BEING CONVEYED TO TEXAS GROUP 400 LLC BY DEED RECORDED IN DOCUMENT No. 202115097 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

The City of Elgin hereby offers a price amount of **\$2,780** 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 two thousand seven hundred eighty dollars (\$2,780) for the portion of your property on 0.005 acres of Property ID 127617.
- ☐ I do **not** accept the purchase offer of two thousand seven hundred eighty dollars (\$2,780) for the portion of your property on 0.005 acres of Property ID 127617 and wish to negotiate.

Owner Name: _____

Owner Signature: _____

Date: _____



Just Compensation Determination Statement

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

City of Elgin proposes to purchase a portion of your property at 515 CENTRAL AVE APT A & B ELGIN, TX 78621, property ID 127617, as follows:

BEING A 0.005 ACRE TRACT OF LAND OUT OF LOT 4, CENTRAL AVENUE SUBDIVISION, A SUBDIVISION IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, RECORDED IN CABINET 2, SLIDE 290-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, LOT 4 BEING CONVEYED TO TEXAS GROUP 400 LLC BY DEED RECORDED IN DOCUMENT No. 202115097 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

City of Elgin has established just compensation for this property as **\$2,780.00**. City of Elgin hereby offers the just compensation amount of **\$2,780.00** for the purchase of your property.

The amount offered is the full amount that City of Elgin believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

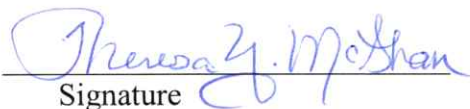
Just Compensation: \$2,780.00 (an amount representing just compensation for the real property to be acquired the amount considered to be the market value of the portion to be acquired as part of the whole property -plus- if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination: Attached waiver valuation report

Donation: A donation of the property is an option that may be exercised, and this statement may serve as documentation in support of the valuation for tax purposes. However, before you may use the donated property as a tax deduction, you should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation.

Costs: The City of Elgin will be responsible for any costs or fees relating to this acquisition.

Theresa McShan, Mayor
Name of elected official

 11-17-25
Signature Date



WAIVER VALUATION

City and/or County: Elgin, Bastrop County
CDBG-DR Contract #: 22-085-029-D270
Project Name: CDBG-MIT Project
Parcel Number(s): 127617

1. Owner's Name, Address and Phone:

Texas Group 400 LLC, 1197 FM 2336, McDade, TX 78650

The (x) owner () owner's representative was contacted on 12/17/2024 () in person () by telephone (x) mail.

2. Realty Name, Address and Phone

Parcel #127617: Residence and land at 515 Central Ave Apt A&B, Elgin, TX 78621
Lot 4, Central Avenue Subdivision, City of Elgin, Bastrop County, TX

3. Description of Property and Property to be Acquired

Subject Property:

Location: SL of Central Ave and EL of Kennedy St, (515 Central Ave Apt A&B), Elgin, Bastrop County, TX.

Whole Property Size ± 0.270 acres.

Topography: generally level to sloping towards Kennedy St.

Shape: irregular.

Floodplain: $\pm 0\%$ of the site is within the floodplain.

Utilities: all utilities available.

Zoning: R-2- Single Family and Duplex Dwelling District

Easements: No adverse easements noted.

Improvements: Improved with a duplex residence ($\pm 1,794$ SF with a YOC of 1986 per CAD), and attendant site improvements.

Highest & Best Use- As if Vacant: Residential

Highest & Best Use- As if Improved: Residential

Part to Be Acquired: The proposed fee simple acquisition contains a total area of ± 0.005 acres (± 218 SF) and is located along the western property boundary. The fee simple acquisition is triangular in shape. It has a length of ± 27 LF to ± 30 LF and a width of ± 17 LF. Access denial will not be implemented along the new right of way. No site improvements are impacted.

4. Calculation of Value of Land to be Acquired

Land: ± 0.005 acres or ± 218 SF at $\$12.75/\text{SF} =$ **$\$2,780$**

5. Summary

Value of land or Right-of-Way to be acquired: **$\$2,780$**

Value of improvements to be acquired:

1. N/A **$\$N/A$**

- | | |
|---|--------------|
| • Fee owner (Salvage Value $\$N/A$) | Total: $\$0$ |
| • Tenant owner (Salvage Value $\$N/A$) | $\$N/A$ |

Damages to the Remainder:

- Permanent Easement: _____ (area) at \$PPU x _____ % \$ N/A
- Temporary Easement: _____ (area) at \$PPU x _____ % \$ N/A
- Other Damages: _____ \$ N/A

Total Damages:

- Sub-total Compensation (not to exceed \$10,000) \$ N/A
- Fencing: LF @ _____ \$ N/A

Total Just Compensation:

\$2,780

6. Basis for Land/Easement Value:

The highest and best use of the subject property is residential. Comparable land sales 1, 2, 3, 4, and 5 indicate a \$12.75/SF value is reasonable and representative of market value. Data on these transactions was verified and attached on the following pages. The Fee Simple Acquisition is considered to be a pro-rata share of the whole and the land value in the part to be acquired is based on the same unit value as the whole property of \$12.75/SF.

Note: This waiver valuation serves as an appraisal and contains a summary of value for the property identified herein. It includes an addendum for compliance with USPAP and applicable regulations. This letter may only be used as an estimate. It should be used in conjunction with supporting information in the work file, as the supporting documentation concerning the data, reasoning, analyses, and conclusions are retained in the appraiser's file.

Prepared by: Lory R. Johnson, MAI, SR/WA
Atrium Real Estate Services

Approved by: _____

Date: 3-25-2025



Written Purchase Offer

October 1, 2025

Dear Elgin ISD,

Our previous letter informed you of the City of Elgin's need to acquire the following right-of-way on your property at No Address, known as A18 BURLESON, JONATHAN, ACRES 0.1690, and further described as:

Being a 0.012 acre tract, a triangular shaped tract for right-of-way with a length along Kennedy Street of approximately 30 feet; and being a 0.049 acre tract, an irregularly shaped tract of right-of-way with a length along Kennedy Street of approximately 140 feet.

The property was appraised by a certified appraiser and, if valued over \$10,000, a qualified reviewing appraiser. Based on the appraisal report and review appraiser's certification, City of Elgin established just compensation for this property to be \$17,271.00, based on the appraisal value of \$17,271.00 and cost to cure valued at \$0.00.

City of Elgin hereby offers the just compensation amount of \$17,271.00 for the purchase of the property identified. By this action, City of Elgin initiates negotiations to acquire this property. Attached to this offer is a copy of the appraisal report.

We believe this offer is fair and equitable, and we urge your favorable consideration and acceptance. If this offer meets with your approval, or if you have any questions, please contact Michael Gonzalez, Director of Public Works, immediately at 1137 Swenson Blvd. Elgin, TX 78621 or 512-229-3260. City of Elgin staff have prepared a sales contract and Act of Sale to assist in finalizing the acquisition. Any relocation benefits to which you may be entitled will be in addition to the acquisition price of your property.

Thank you very much for your cooperation and favorable consideration of this offer.

Sincerely,

Theresa Y. McShan
Mayor, City of Elgin

Enclosures: Purchase Offer Acceptance Form
Just Compensation Determination Statement
Appraisal Report
Appraisal Review Report



- Purchase Offer Acceptance Form -

Locality: City of Elgin

Contract No. 22-085-029-D270

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

BEING A 0.012 ACRE TRACT AND A 0.049 ACRE TRACT OF LAND OUT OF THAT 0.169 ACRE TRACT DESCRIBED AS AREA OF UNCLEAR TITLE BY CENTRAL AVENUE SUBDIVISION PLAT RECORDED IN CABINET 2, SLIDE 290-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS

The City of Elgin hereby offers a price amount of **\$17,271** 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 seventeen thousand two hundred seventy one dollars (\$17,271) for the portion of your property on 0.012 acres and 0.049 acres of Property ID 14976.
- ☐ I do **not** accept the purchase offer of seventeen thousand two hundred seventy one dollars (\$17,271) for the portion of your property on 0.012 acres and 0.049 acres of Property ID 14976 and wish to negotiate.

Owner Name: _____

Owner Signature: _____

Date: _____



perfectly situated...

Just Compensation Determination Statement

Subrecipient: City of Elgin

Contract No.: 22-085-029-D270

City of Elgin proposes to purchase a portion of your property at No situs address, property ID 14976, as follows:

BEING A 0.012 ACRE TRACT AND A 0.049 ACRE TRACT OF LAND OUT OF THAT 0.169 ACRE TRACT DESCRIBED AS AREA OF UNCLEAR TITLE BY CENTRAL AVENUE SUBDIVISION PLAT RECORDED IN CABINET 2, SLIDE 290-A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS

City of Elgin has established just compensation for this property as **\$17,271.00**. City of Elgin hereby offers the just compensation amount of **\$17,271.00** for the purchase of your property.

The amount offered is the full amount that City of Elgin believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: **\$17,271.00** (an amount representing just compensation for the real property to be acquired the amount considered to be the market value of the portion to be acquired as part of the whole property -plus- if applicable, an amount representing damages and benefits to the remaining portion of the property.)

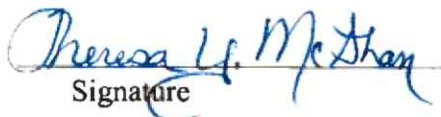
Basis for Determination: Attached appraisal report and review appraisal

Donation: A donation of the property is an option that may be exercised, and this statement may serve as documentation in support of the valuation for tax purposes. However, before you may use the donated property as a tax deduction, you should seek advice from a qualified financial or tax consultant for absolute determination, or the Internal Revenue Service regarding the current rules for property valuation.

Costs: The City of Elgin will be responsible for any costs or fees relating to this acquisition.

Theresa McShan, Mayor

Name of elected official


Signature

10 23 25

Date

APPRAISAL REVIEW REPORT

GLO-CDBG-MIT - Project#22-085-029-D270

Parcel 14976, Elgin ISD

SEC of Central Ave and Kennedy St, Elgin, Bastrop County, TX

Prepared For:

Michael Gonzalez
Public Works Director
City of Elgin
PO Box 591
Elgin, Texas 78621

City of Elgin D270 Kennedy/County Line Rd Grant Project

Prepared By:

Lisa Kay Rials, R/W-AC
Rials Appraisal, Review and Consulting
State Certified General Appraiser, TX-1380783G

RIALS APPRAISAL, REVIEW AND CONSULTING

425 E. Milam Street
La Grange, Texas 78945





March 25, 2025

Michael Gonzalez
Public Works Director
City of Elgin
PO Box 591
Elgin, Texas 78621

Re: Appraisal Review

CDBG-MIT Project #22-085-029-D270

Parcel Number: 14976

Ownership Name: Elgin ISD

Ownership Address: SEC of Central Ave and Kennedy St, Elgin, Bastrop County, TX

Dear Michael Gonzalez:

At your request, I have performed an appraisal review and prepared a written report for the above-mentioned property. The appraisal review is intended to conform to regulations and guidelines of the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and the Standards of the Appraisal Institute, the Uniform Relocation Act (URA) (49 CFR 24.103-104) Standards, the State of Texas, and all other applicable requirements.

Reviewer Conclusion:

This reviewer recommends this appraisal report for approval with a total compensation value of **\$17,271.**

Please contact me if you have any questions or comments regarding this appraisal review assignment.
Thank you for the opportunity to be of service.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Lisa K. Rials'.

Lisa K. Rials, R/W-AC
Rials Appraisal, Review and Consulting
Certified General Real Estate Appraiser
Certification Number: TX-1380783-G

APPRAISAL REPORT

of a fee simple acquisition to be situated on ±0.169 acres located at the
SEC of Central Ave and Kennedy St, Elgin, Bastrop County, TX

Parcel:	14976
Project Name:	CDBG-MIT Project #22-085-029-D270
Property Owner:	Elgin ISD
CAD Parcel Number:	14976
Legal Description:	0.169 acre area of unclear title, Central Avenue Subdivision, City of Elgin, Bastrop County, Texas

Submitted To:

Michael Gonzalez
Public Works Director
City of Elgin
PO Box 591
Elgin, TX 78621

Prepared By:

ATRIUM REAL ESTATE SERVICES
14425 Falcon Head Blvd, D-100
Austin, TX 78738

Effective Date of Appraisal:
January 3, 2025





March 25, 2025

Michael Gonzalez
Public Works Director
City of Elgin
PO Box 591
Elgin, TX 78621

RE: Appraisal report of the fee simple acquisition to be situated on ± 0.169 acres located at the SEC of Central Ave and Kennedy St, Elgin, Bastrop County, TX.

Parcel: 14976
Project Name: CDBG-MIT Project #22-085-029-D270
Property Owner: Elgin ISD
CAD Parcel Number: 14976
Legal Description: 0.169 acre area of unclear title, Central Avenue Subdivision, City of Elgin, Bastrop County, Texas

Dear Michael Gonzalez:

As requested, an appraisal has been completed on the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject whole property and the recommended compensation for the fee simple acquisition. The following appraisal and final estimate of value have been based upon the inspection of the property and upon research into various factors which influence value. The effective date of this appraisal was January 3, 2025.

The analysis and results of the investigation are submitted in the accompanying report which has been prepared in conformity with the requirements of the *Code of Professional Ethics and the Standards of Professional Practice* of the APPRAISAL INSTITUTE, the *Uniform Standards of Professional Appraisal Practice* as promulgated by the APPRAISAL FOUNDATION, the Uniform Relocation Act (49CFR 24.103) as well as the requirements of the STATE OF TEXAS for State-Certified General Real Estate Appraisers.

MARKET VALUE/RECOMMENDED COMPENSATION ESTIMATES - The market value of fee simple interest in the subject property, as well as the recommended compensation estimate for the proposed acquisition, as of January 3, 2025, was as follows:

RECOMMENDED COMPENSATION SUMMARY		
Whole Property (Land and impacted site improvements, if any)	\$47,853	
Fee Simple Acquisition- Part 1 ($\pm 2,134$ SF)		\$13,871
Fee Simple Acquisition- Part 2 (± 523 SF)		\$3,400
Part to Be Acquired - Total ($\pm 2,657$ SF)		\$17,271
Remainder Before the Acquisition	\$30,582	
Remainder After the Acquisition	\$30,582	
Damages/(Enhancements)		\$0
Special Compensation/Cost to Cure		\$0
Total Recommended Compensation		\$17,271



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Adoption of updated Library Policies (Approved as to Form by City Attorney)

DEPARTMENT: Library

PROPOSED ACTION: Approve updated Library Policies.

BACKGROUND:

This item presents the final Library Policies updates, initially proposed by the Library Advisory Board. In response to City Council direction from the December 2nd, 2025, meeting, the City Attorney has reviewed and amended specific sections to resolve previous concerns of the City Council. These refinements ensure the policies provide the legal clarity and oversight requested by Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends the approval of the updated Library Policies as reviewed and recommended by the City Attorney.

ATTACHMENTS:

1. Library Policies - Updated 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.

Elgin Public Library

404 North Main Street

Elgin, TX 78621

elgintxlibrary.org

512-281-5678

Library Policies

These rules are for the comfort and protection of all who use the facilities of this building. They will be courteously but firmly enforced by the library staff. We ask your help in maintaining an environment conducive to study and the enjoyable use of the library.

- ❖ The choice of reading materials borrowed from the Elgin Public Library rests with the person whose signature appears on the borrower's application and not with the staff or the Elgin Public Library Advisory Board.
- ❖ Smoking, soliciting, or sleeping are not permitted in the building.
- ❖ Physical assault of another person, or the use of abusive, insulting, or threatening language to a person in this building shall be cause for the removal of the offending party or parties by library staff request or police involvement.
- ❖ Engaging in lewd or explicit behavior, including overly intimate or explicit public displays of affection are prohibited.
- ❖ Individuals who are under the influence of drugs and/or alcohol and/or are disorderly shall be banned from admission.
- ❖ Improper acts which are subject to prosecution under criminal or civil codes of law are prohibited.
- ❖ No pets allowed. Only service animals permitted.
- ❖ An adult or a responsible older sibling must accompany children under the age of thirteen. Library staff are not responsible for watching, supervising, or acting in the place of a parent or guardian.
- ❖ All donated materials become the property of the library, which reserves the right to manage and dispose of them in accordance with its collection development policies.
- ❖ Individuals may not enter or remain in the library in a bathing suit, or in clothing that does not cover both upper and lower torso, or without shoes. Individuals may not enter or remain in the library if, because of lack of hygiene or excessive use of perfume or cologne, the person has a strong odor that would be offensive to a person of ordinary sensibilities. This section is intended solely to address conduct and conditions that materially interfere with the normal operation of the library and its services and is not intended to regulate expression, viewpoints, personal identity, or lawful expressive activity. This section shall be enforced in a content-neutral and nondiscriminatory manner.
- ❖ The library may prosecute anyone who steals or maliciously destroys library property.
- ❖ Anyone known to have violated any of the above rules may be asked to leave the library as a matter of administrative policy.

Approved by the Elgin Public Library Advisory Board

Effective 02/18/2026 - Pending Upon City Council Approval

Elgin Public Library

404 North Main Street

Elgin, TX 78621

elgintxlibrary.org

512-281-5678

Library Policies

Application and Use Policies for Library Patrons

- ❖ Adults, eighteen years or older, must complete an application. Proof of address must be shown, and a telephone number must be supplied. A library card will not be issued if the information provided cannot be verified. A patron may not have more than one card. Library cards expire annually and must be renewed in person.
- ❖ Students in 5th grade and up may obtain a library card with permission from a parent or guardian (must be present and be a card holder). Youth patrons are permitted to check out a maximum of 5 items.
- ❖ Patrons who live outside the city limits of Elgin will be charged a \$15.00 annual membership fee.
- ❖ By signing an application, individuals agree to assume financial responsibility for all damages to items checked out on their account. Charges will be assessed based on the extent of the damage. Library patrons will be held responsible for materials that they check out for others.
- ❖ Adult patrons are permitted to check out a maximum of 25 items per visit with a maximum of 10 DVDs.
- ❖ Fines for overdue materials are ten cents per day per item, not including Sundays, Mondays, and holidays.
- ❖ Materials are checked out for a two-week period and will automatically renew up to 2 times. Please note that items requested by other patrons cannot be renewed automatically and must be returned.
- ❖ Patrons will not be able to check out additional items if their fines and fees exceed \$10.
- ❖ Materials that are lost will be assessed a \$5.00 processing fee plus the cost of the book. No refunds will be given if items are returned.
- ❖ Minors must complete a Computer Use Form signed by parent or guardian in order to use the computer.
- ❖ Patrons utilizing makerspace equipment must adhere to makerspace policies.
- ❖ Patrons utilizing study rooms must adhere to study room policies.

Library Hours:

Tuesday – Friday 9:00 a.m. – 7:00 p.m.

Saturday 9:00 a.m. – 5:00 p.m.

Closed Sunday & Monday

Approved by the Elgin Public Library Advisory Board
Effective 02/18/2026 - Pending Upon City Council Approval





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STACEY FORD OSBORNE FOR CONTINUED PUBLIC INFORMATION AND COMMUNICATION SERVICES FOR THE CITY OF ELGIN, AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Human Resources

PROPOSED ACTION: Approval of a Resolution authorizing a professional services agreement with Stacey Ford Osborne to be designated as the City's Public Information Officer.

BACKGROUND:

Engagement of a Public Information Officer on a contractual basis supports the City of Elgin's commitment to transparency, effective communication, and public trust. This action aligns with City Council priorities by enhancing the City's capacity to communicate clearly and consistently regarding City operations, initiatives, and services, while maintaining flexibility through annual contract approval.

The City of Elgin seeks authorization for the City Manager to enter into a professional services agreement with **Stacey Ford Osborne**, an independent contractor, to provide Public Information Officer (PIO) services in support of the City's communications, transparency, and public engagement objectives. Under the agreement, Ms. Osborne will provide strategic, advisory, and operational public information services, including employer branding, public and media communications, social media strategy and management, website content advice, and crisis communication support as needed. The services are intended to ensure timely, accurate, and consistent communication with residents, businesses, media, and other stakeholders, and to support City leadership and City Council goals. The agreement will commence upon execution and expire on December 31 of the applicable calendar year. Any renewal of the agreement will require annual approval in accordance with City policy and applicable law.

BUDGET/FINANCIAL IMPACT:

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

Ms. Osborne will be compensated at an hourly rate of **\$100.00 per hour**, with total compensation not to exceed **\$96,000 per calendar year**, inclusive of all professional

fees. Authorized mileage and approved reimbursable expenses may be reimbursed in accordance with City of Elgin policies. Funding for this agreement is included in the adopted budget, and no additional appropriation is required at this time.

RECOMMENDATION:

Staff recommends approval of the resolution as presented. Approval of this action will allow the City to leverage specialized communications expertise to enhance public understanding and support informed community participation.

ATTACHMENTS:

1. Resolution Stacey Osborne 02-2026

- { } 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. 2026-02-17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STACEY FORD OSBORNE FOR PUBLIC INFORMATION OFFICER (PIO) SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Elgin recognizes the importance of timely, accurate, and transparent communication with residents, businesses, media, and other stakeholders regarding City programs, projects, and initiatives; and,

WHEREAS, the City desires to engage Stacey Ford Osborne, an independent contractor, to provide professional Public Information Officer (PIO) services in support of the City's communications, transparency, and public engagement objectives; 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 professional services agreement with Stacey Ford Osborne for Public Information Officer (PIO) services at an hourly rate of \$95.00, with total compensation not to exceed \$90,000 per calendar year, subject to the availability of appropriated funds. The City Manager is further authorized to execute all necessary documents and administer the agreement in accordance with City policies and applicable law.

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 17th 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 AUTHORIZING THE CITY OF ELGIN, TEXAS, TO ENTER INTO AN INTER LOCAL COOPERATION AGREEMENT WITH THE LOWER COLORADO RIVER AUTHORITY FOR RADIO SERVICES AND EQUIPMENT; AND PROVIDING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review the Interlocal agreement and consider approval.

BACKGROUND:

This Interlocal Cooperation Agreement allows the City of Elgin to use Lower Colorado River Authority's (LCRA) regional trunked radio system to support public safety, emergency response, and government operations. In this particular case, the Public Works Department would utilize the ability to transmit information about utilities to the SCADA system and monitor system conditions.

LCRA will provide radio communications services, equipment access, and related technical support to the City of Elgin using LCRA's FCC-licensed trunked radio system.

Through this agreement the City will gain:

- Access to LCRA's trunked radio system
- Optional radio features selected by the City
- Equipment procurement, installation, and maintenance (if requested)
- Support for public safety operations and inter-agency coordination

While the initial agreement is to work with the LCRA a full cost summary will be provided after selecting equipment for each site. The cost of this service will be covered by the utility fund under normal operations of both plants and lift stations.

BUDGET/FINANCIAL IMPACT:

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

This will replace services that we currently pay for with the initial cost being approximately \$9,000.00 (after selecting the proper radio for each station, we will have a more detailed number) and a monthly fee of approximately \$42.00 per month per unit. The current rate is about \$75.00 per month per unit. It is important to note that

this will be a slow transition, and there may be sites with dual services until we fully transition over and test all services.

RECOMMENDATION:

Staff recommends the Council review and approve the proposed resolution.

ATTACHMENTS:

1. RESOLUTIONLCRALTE
2. Interlocal Radio Services and Equipment Agreement (LCRA - City of Elgin) (Draft 06.26.25)
3. LCRA - pLTE Service Addendum (City of Elgin) (Draft 06.26.25)

{ } 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. 2026-02-17-XX

**A RESOLUTION AUTHORIZING THE CITY OF ELGIN, TEXAS,
TO ENTER INTO AN INTERLOCAL COOPERATION
AGREEMENT WITH THE LOWER COLORADO RIVER
AUTHORITY FOR RADIO SERVICES AND EQUIPMENT; AND
PROVIDING AN EFFECTIVE DATE AND MAKING CERTAIN
FINDINGS RELATED THERETO.**

WHEREAS, the City of Elgin, Texas (“City”) is authorized under Texas law to provide public safety, emergency response, and other governmental services for the protection of the public; and

WHEREAS, the Lower Colorado River Authority (“LCRA”) is a political subdivision of the State of Texas and is authorized to own, operate, and maintain a regional trunked radio communications system to support public safety and governmental operations; and

WHEREAS, the City desires to enter into an Interlocal Cooperation Agreement with LCRA for access to LCRA’s trunked radio system in order to support public safety operations, emergency response, and interagency communications; and

WHEREAS, LCRA has the technical capability, FCC licensing, and infrastructure to provide radio communications services to local governments on a non-profit, cost-shared basis; and

WHEREAS, the proposed agreement will allow the City to obtain reliable radio services without the need to construct or maintain a separate communications infrastructure, thereby promoting efficiency and cost effectiveness.

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, or the City Manager’s designee, is hereby authorized to execute the Interlocal Cooperation Agreement and any related documents necessary to carry out the intent of this Resolution.

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. Effective Date. This Resolution shall take effect immediately upon passage.

Section 5. Funding

Payment obligations under the agreement shall be subject to the availability and appropriation of funds in accordance with applicable state law and the City's adopted budget.

PASSED AND ADOPTED this 17th day of February 2026.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

PEYTON STANDIFER, City Secretary

**INTERLOCAL COOPERATION AGREEMENT
FOR RADIO SERVICES AND EQUIPMENT
BETWEEN CITY OF ELGIN, TX
AND LOWER COLORADO RIVER AUTHORITY**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and City of Elgin, TX ("**USER**"), a local government of the State of Texas, to be effective for all purposes as of February 17th, 2026 (the "**Effective Date**"). (LCRA and USER may also be referred to herein individually as a "**Party**" and collectively as the "**Parties.**")

RECITALS

WHEREAS, LCRA is authorized by law to own, operate and maintain electric generation and transmission facilities for the benefit of its customers and the general public;

WHEREAS, LCRA's electric system includes a communications network, including a regional, trunked radio system ("**Trunked Radio System**"), which has been installed for LCRA's use within LCRA's service area for purposes of communications to support its statutory purposes and in conjunction with providing electric power and energy in Texas, public safety, and emergency services;

WHEREAS, LCRA is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and LCRA's rules and regulations;

WHEREAS, LCRA holds certain frequency licenses from the Federal Communications Commission ("**FCC**") for operation of the Trunked Radio System by mobile radio services for public safety and business purposes and pursuant to statutes and applicable FCC rules enabling LCRA to provide community assistance and economic development;

WHEREAS, USER is authorized by law to provide public services, including law enforcement, transportation services, and emergency services;

WHEREAS, the Trunked Radio System has the current capacity to serve the needs of LCRA and others requiring a Trunked Radio System for public safety, local government purposes, and other purposes in compliance with applicable FCC statutes, rules, and licenses and to provide a key communications link between public safety entities;

WHEREAS, USER and LCRA wish to establish this Agreement allowing LCRA to provide communications equipment, facilities, and technical services required for the installation and operation of dispatchable mobile radio equipment, as more specifically set

out herein, to assist USER with deploying and maintaining radio communications for public safety operations, interlocal response to catastrophic or large-scale incidents or natural disasters, and radio communications coordination support for local, state, tribal, and federal agencies in the State;

WHEREAS, it would be a benefit to USER to receive Radio Services (as defined below) on LCRA's Trunked Radio System on a non-profit, cost-shared basis without investing the substantial capital cost required for a completely separate infrastructure and by sharing the cost of the existing and planned Trunked Radio System;

WHEREAS, LCRA has secured FCC radio licenses and, under Section 90.179 of the FCC's rules, (47 C.F.R. § 90.179), is able to share stations in order to serve eligible users throughout its electric, transmission, and water service territory; and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ACCEPTANCE; USER'S ACCESS TO TRUNKED RADIO SYSTEM

1.1 This Agreement, including Attachments A and B, is a contract for LCRA to provide Services (as defined below) and equipment to USER when accepted in writing by an authorized representative of USER. It is agreed that the provision of Services is made only on the terms and conditions herein. LCRA shall not be bound by the terms and conditions in USER's purchase order or elsewhere unless expressly agreed to in writing. In the absence of written acceptance of these terms, acceptance of Services hereunder shall constitute an acceptance of these terms and conditions by USER.

1.2 Access to the Trunked Radio System consists of USER's right to use certain facilities and capabilities of the Trunked Radio System, as described in the Attachments ("**Radio Services**"), in consideration for USER's payment of the monthly service and usage fees as set out in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Only the features and capabilities selected by USER shall be enabled. Changes or modifications to Radio Services provided hereunder may require modification of system parameters, which will be subject to Additional Service (as defined below) charges as set forth in a separate quote, proposal, or estimate. Upon the Effective Date of this Agreement, USER's equipment will be activated following: (i) registration of LCRA-authorized identification numbers of each USER unit, and (ii) LCRA's certification of the equipment installation and operator training.

1.3 USER expressly understands that LCRA, as an FCC licensee, will supervise USER's activities pursuant to this Agreement, and that LCRA will retain control over all aspects of the operation of the Trunked Radio System, as required of a licensee under the FCC's rules and regulations. USER expressly acknowledges that all shared transmitters must be subject to LCRA's control.

2. SERVICES; COST-SHARED BASIS FOR RADIO SERVICES

2.1 RADIO SERVICES. USER may select from the menu of Radio Services offered by LCRA which are set forth on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) may be amended from time to time upon mutual agreement of the Parties provided that such amendments are in writing and signed by authorized representatives of USER and LCRA. USER agrees to pay for the Radio Services and features indicated on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), on a non-profit, cost-shared basis in accordance with Section 90.179 of the rules of the FCC, 47 C.F.R § 90.179. USER shall be billed in accordance with Section 3 of this Agreement.

2.2 All Radio Service fees to be paid to LCRA by User are intended to recover a portion of the operation and maintenance expenses and capital expenditures associated with the Trunked Radio System.

2.3 ADDITIONAL SERVICES. In addition to the Radio Services described above, LCRA is able to procure equipment and provide installation, maintenance, and related services under this Agreement ("**Additional Services**") (Additional Services together with Radio Services, are referred to herein as the "**Service**" or "**Services**"). These Additional Services shall be performed either by LCRA's personnel or through independent contractors hired by LCRA. The cost of equipment User has agreed to purchase shall be set forth in the respective quote, proposal or estimate sent by LCRA to USER

3. SERVICE RATES, CHARGES AND TERMS

3.1 Radio Service

3.1.1 LCRA shall provide the Radio Services selected by USER on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) at the rates and charges shown therein. The Radio System Pricing Schedule and Participant Information Sheet (Attachment A) shall include: (i) USER's monthly Radio Service fee for use of the Trunked Radio System, and (ii) rates and charges for optional features. USER shall notify LCRA in writing within thirty (30) calendar days of any changes in the number of radios or equipment on which it is receiving Radio Service; such notice shall only be considered valid if provided to LCRA on the form attached hereto as Attachment B.

3.1.2 It is agreed that LCRA may at any time modify the fees and rates included in the Radio System Pricing Schedule and Participant Information Sheet (Attachment A) by giving USER written notice of the modified amount at least sixty (60) days in advance of the date on which the modified fees are to become effective. However, during the Initial Term (as defined below), fees and costs for Radio Service in effect on the Effective Date of this Agreement shall not be increased except by mutual agreement of the Parties.

3.2 Additional Services

3.2.1 The charges, costs and fees for Additional Services shall be set out on separate quotes, proposals or estimates to be sent by LCRA to USER.

3.3 Invoicing. The monthly Radio Service fee associated with USER's access to the Trunked Radio System shall be invoiced at the end of each monthly billing cycle (the "**Monthly Radio Service Invoice**"). LCRA may also include on a Monthly Radio Service Invoice any fees, charges or costs for Additional Services provided by LCRA to USER. However, Additional Services may be invoiced separately from the Monthly Radio Service Invoice. Payment for any invoice sent by LCRA to USER under this Agreement (whether that is a Monthly Radio Service Invoice, a separate invoice for Additional Services, an invoice containing both, or other) shall be due within thirty (30) days of receipt of such invoice by USER. Late payments shall be subject to interest or reasonable service charges. The User acknowledges that any payments made under this Agreement are made from current revenues available to it as required by the Interlocal Cooperation Act. Any disputes related to invoiced amounts must be submitted by the USER to LCRA in writing within 30 days of receipt of the disputed invoice. Failure of LCRA to send or for USER to receive an invoice shall not relieve USER from payment of any fees due.

4. MAINTENANCE OF USER EQUIPMENT

4.1 FCC regulations and proper operation and maintenance of the Trunked Radio System require periodic equipment testing for certain components of the Trunked Radio System. USER agrees to allow LCRA access to USER's equipment for frequency and channel maintenance checks of Trunked Radio System units at any reasonable time and place as requested by LCRA. USER shall pay LCRA for such maintenance in accordance with such reasonable charges and costs to be determined at such time and to be set forth in a separate quote, proposal or estimate. At USER's option, USER shall have the right to engage other maintenance suppliers, subject to LCRA's approval, to maintain USER's equipment in accordance with the regulations of the FCC and the proper operation and maintenance of the Trunked Radio System. USER acknowledges that LCRA will supervise the technical aspects of USER's activities or other maintenance suppliers in accordance with Section 1.3.

5. EXPANSION OF TRUNKED RADIO SYSTEM

5.1 LCRA may, at its sole and exclusive discretion, provide Radio Services to other participants on the Trunked Radio System. The provision of Radio Services to other

participants and expansion of the system will not diminish the capability of USER to use the Trunked Radio System as contemplated in this Agreement. USER acknowledges and agrees that LCRA has or will expand the area covered by its Trunked Radio System. The execution of agreements with other participants may, at the sole option of LCRA, expand the area covered by the Trunked Radio System and may also result in the availability of additional Radio Services to some or all participants. USER acknowledges that LCRA has previously entered into other Interlocal Cooperation Agreements for Mobile Radio Services and Equipment or similar agreements to provide Radio Services to certain governmental entities and other utilities and intends to expand the number of users by entering into new agreements in the future.

6. TERM - AUTOMATIC RENEWAL

6.1 The initial term of this Agreement shall commence on the Effective Date and shall terminate three (3) years after the Effective Date (the “**Initial Term**”), unless automatically extended as provided below. This Agreement shall automatically extend beyond the Initial Term under the terms and conditions, rates, and charges then in effect for successive one (1) year periods provided that either Party may terminate this Agreement: (i) at the end of the Initial Term of this Agreement by giving to the other party written notice at least ninety (90) days prior to the end of the Initial Term or (ii) by giving to the other party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that this Agreement shall terminate automatically if the frequency authorization(s) (which may be held by LCRA) under which USER then presently operates is (are) terminated or are revoked by the FCC or otherwise.

6.2 The rates, charges, and fees due and payable by USER for any annual extension shall be the same as made during the preceding term unless LCRA notifies USER of any changes pursuant to the provisions of Section 3.1.2 for Radio Service.

6.3 Funding. If USER funds are utilized to fund any part of this Agreement, LCRA understands that those USER funds for the payment for Services provided by LCRA under this Agreement have been provided through USER's budget approved by its City Council (or other governing body) for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. USER cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. LCRA acknowledges and agrees that it will have no recourse against USER for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed.

7. SERVICE INTERRUPTIONS; INTERFERENCE

7.1 LCRA shall have the right, in cooperation with USER's needs, to plan and schedule system outages for purposes of system maintenance, equipment calibration, and similar necessities. Except for such planned outages, LCRA shall credit USER with

one day of Radio Service for any Radio Service outage that exceeds four (4) hours in duration, provided that USER promptly notifies LCRA of the outage. If a Radio Service outage exceeds twenty-four (24) hours, LCRA shall credit USER a full day for each partial day of outage. Credit for outages, which shall be subject to LCRA's verification, shall appear in the monthly invoice.

7.2 In the event of an emergency, as declared by LCRA or LCRA's Trunked Radio System administrator, LCRA reserves the right to reallocate Radio Service priorities for the duration of the emergency.

7.3 USER agrees to refrain from any action, mode of operation, or equipment configuration that interferes with or causes signal degradation with the Trunked Radio System, and to notify LCRA of any conditions likely to cause interference.

8. ASSIGNMENT; SUBCONTRACT; NO THIRD-PARTY BENEFICIARIES

8.1 This Agreement is a privilege for the personal benefit of USER and may not be assigned in whole or in part by USER to any other person or entity without the prior written consent of LCRA, and provided that no such assignment of this Agreement shall be effective unless assignee shall assume in writing the obligations of the assignor under this Agreement or enters into a new written agreement with LCRA. LCRA reserves the right to assign this Agreement or subcontract any of its obligations hereunder. This Agreement is entered into for the sole benefit of the Parties. Nothing in this Agreement shall be construed as conferring any rights, benefits, remedies, or claim upon any person or entity not a Party to this Agreement. Any assignment entered into in violation of the provisions of this Section shall be void.

9. COVERAGE

9.1 USER acknowledges that one hundred percent (100%) radio signal coverage at all times for the areas covered by the Radio Services being provided under this Agreement is both improbable and impracticable. Testing and experience with actual field conditions indicate adverse radio wave propagation conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt Radio Services at any time. USER agrees that such events are beyond the reasonable control of LCRA, and agrees that other causes beyond the reasonable control of LCRA include, but are not limited to, motor ignition and other electrical noise that could be minimized by corrective devices at USER's expense. Satisfactory communication performance is generally viewed as intelligible reception over rolling terrain approximately ninety percent (90%) of the time, though LCRA is under no obligation hereunder to provide such communication performance.

9.2 USER further acknowledges and agrees that LCRA is not providing a warranty of radio signal coverage and that the inability of LCRA to provide such radio signal coverage will be subject to the limitation of liability set forth in Sections 12, 13, and 14.

10. DEFAULT AND REMEDIES

10.1 If USER fails to timely make any payment of any sum due or fails to perform as required by any other provision hereunder, and continues in such failure for fifteen (15) days after written notice has been sent by LCRA to USER of such breach, USER shall be deemed in default under this Agreement. If a Party should be in default and if the other Party has performed all of its material obligations hereunder, the non-defaulting Party shall deliver written notice to the defaulting Party describing such default. If the default continues for more than one month after delivery of the notice (or such time as necessary to correct the default with due diligence), the non-defaulting Party may immediately terminate this Agreement and pursue its remedies as provided below or as otherwise provided at law or in equity.

10.2 Notwithstanding the above, LCRA shall have the right to immediately terminate USER's Service at any time for USER's failure to use the Trunked Radio System in accordance with rules and regulations of the FCC or USER's failure to use the Trunked Radio System in accordance with applicable laws and regulations. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable immediately.

10.3 In the event LCRA has the right to immediately terminate either Service in its entirety or, as to USER, this Agreement, LCRA may retain all payments made hereunder, disconnect and deny USER any Service provided by the Trunked Radio System or equipment identified herein, and impose a separate charge for disconnect and a separate charge for any reconnect expenses. If disconnect takes place and the equipment requires reprogramming, USER will also be subjected to additional costs for reprogramming its equipment. Each and all of the rights and remedies of LCRA hereunder are cumulative to and not in lieu of each and every other such right and remedy and every other right and remedy afforded by law and equity.

11. WARRANTIES

11.1 LCRA warrants that its management and operation of the Trunked Radio System will comply with reasonable and standard industry practices. LCRA further warrants that it will operate the Trunked Radio System in compliance with all applicable statutes, laws, ordinances, rules and regulations, including, but not limited to, those of the FCC (such as frequency and eligibility requirements).

11.2 USER agrees (a) to observe and abide by all applicable statutes, laws, ordinances, rules and regulations, including but not limited to those of the FCC (such as waiver and eligibility requirements), and (b) to operate the equipment so as not to cause undue interference with any other participants using the Trunked Radio System. LCRA will provide USER with copies of the relevant FCC rules and compliance information upon request. USER recognizes that applicable FCC rules and other statutes, laws, ordinances, rules and regulations may change from time to time and that, accordingly, LCRA in its sole discretion has the right without liability to modify this Agreement to comply with any such changes. USER further warrants to LCRA that it will operate the equipment for the purposes contemplated by this Agreement, and that USER shall not resell Radio Service,

interconnect, nor patch any equipment with another radio user or another radio system without written consent of LCRA.

11.3 No other warranties, express or implied, are given by either Party.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF REMEDIES

12.1 USER acknowledges and agrees that LCRA is not the manufacturer of equipment, and LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or Service (whether purchased or leased by USER from LCRA or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. LCRA, to the extent permitted by law, assigns to USER any and all manufacturers' warranties relating to equipment purchased by LCRA, if any, and USER acknowledges receipt of any and all such manufacturers' warranties.

12.2 USER acknowledges and agrees that its sole and exclusive remedy in connection with any defects in any equipment, including manufacture or design, shall be against the manufacturer of the equipment under the manufacturers' warranties and that LCRA shall have no liability to USER in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or service provided hereunder. Without limiting the above, LCRA shall have no liability or obligation to USER, in either contract or tort or otherwise, for special, incidental, indirect, punitive or consequential damages of any kind incurred by USER, such as, but not limited to, claims or damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by USER directly or indirectly resulting from or related to any equipment or Service described hereunder, whether or not caused by LCRA's negligence, to the full extent same may be disclaimed by law. Any references to equipment in this paragraph shall be deemed to apply to all equipment purchased by USER or leased by USER from LCRA, if any, or another lessor. Notwithstanding the above limitations, LCRA shall be liable for the cost of restoration, repair, or replacement of any USER-owned facilities to the extent such facilities are damaged or destroyed as a direct result of a grossly negligent or willful act of LCRA.

13. INTERRUPTION OF SERVICE; FORCE MAJEURE

13.1 Except for actions required by this Agreement, LCRA shall not be liable to USER or any other person for any loss or damage, regardless of cause. LCRA shall not be responsible or liable for any delay or failure in its performance under this Agreement to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; a slow down or labor disruptions at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak. In the

event of any failure or delay attributable to the fault of LCRA or its subcontractors, USER's sole remedy shall be limited to a credit for Radio Service as is more fully described in Section 7.1.

14. LIMITATIONS OF LIABILITY; INDEMNIFICATION

14.1 USER understands that (a) alternative means of communication are available to USER; (b) occasional interruption or irregularities in the Service may occur; and (c) any potential harm from interruptions or irregularities in the Service is speculative in nature. LCRA cannot offer the Service at rates which reflect its value to each user, and LCRA assumes no responsibility other than that contained in this Agreement. Accordingly, USER agrees that, except as limited by law, LCRA's sole liability for loss or damage arising out of mistakes, omissions interruptions, delays, errors, or defects in the Service or transmission of Service provided by LCRA or any carrier, or for losses or damages arising out of the failure of LCRA or any carrier to maintain proper standards or maintenance and operation shall be a credit for Radio Service as set forth in Section 7.1. Notwithstanding any other provisions of this Agreement, *neither Party shall be liable to the other for any special, incidental, consequential, punitive or indirect damages or for any loss of use, revenue, or profit* suffered by the other Party, its successors or assigns, customers or affiliates in connection with any breach of obligation under this Agreement, nor as a result of premises defect, condition or use of real or personal property, interference, failure or unavailability of any equipment, facility or Service to be provided by LCRA under this Agreement, or under any other circumstance.

14.2 USER acknowledges that the Radio Service provided hereunder uses radio channels to transmit voice and data communications and that the Radio Service may not be completely private. LCRA is not liable to USER for any claims, loss, damages or cost which may result from lack of privacy on the system.

14.3 USER HEREBY AGREES TO INDEMNIFY AND SAVE LCRA HARMLESS AGAINST CLAIMS FOR LIBEL, SLANDER, INFRINGEMENT OR COPYRIGHT FROM THE MATERIAL, IN ANY FORM, TRANSMITTED OVER THE RADIO SYSTEM BY USER OR THOSE USING USER'S EQUIPMENT; AGAINST CLAIMS FOR INFRINGEMENT OF PATENTS ARISING FROM COMBINING OR USING APPARATUS OR SYSTEMS OF USER WITH THE FACILITIES OF LCRA OR ANY CARRIER; AND AGAINST ALL OTHER CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF USER IN CONNECTION WITH THE FACILITIES OR SERVICE PROVIDED BY LCRA.

14.4 LCRA is not liable for any damage, accident, injury or the like occasioned by the use of Radio Service or the presence of equipment, including radio handsets and other devices, facsimile units, and ancillary equipment of either Party except as provided herein. LCRA is not liable for any defacement or damage to USER's motor vehicles or any personal or real property resulting from the installation or presence of radio and ancillary equipment.

14.5 The liability of LCRA in connection with Services provided is subject to the foregoing limitations, and LCRA makes no warranties of any kind, expressed or implied, as to the provision of such Services.

14.6 USER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LCRA, ITS OFFICERS AND EMPLOYEES, TO THE FULL EXTENT PERMITTED BY LAW FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES AND EXPENSES, INCLUDING LEGAL AND ATTORNEY FEES, OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY OR WRONGFUL DEATH TO USER (INCLUDING USER'S EMPLOYEES, OFFICERS, AGENTS OR SUBCONTRACTORS) OR OTHERS IN THE USE OR OPERATION OF ANY EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA OR USED IN CONJUNCTION WITH SUCH EQUIPMENT, PRODUCTS OR SERVICES PROVIDED BY LCRA AND ARISING OUT OF THE MANUFACTURE, PURCHASE, OPERATION, CONDITIONS, MAINTENANCE, INSTALLATION, RETURN OR USE OF THE EQUIPMENT OR SERVICE OR ARISING BY OPERATION OF LAW, WHETHER THE CLAIM IS BASED IN WHOLE OR IN PART ON NEGLIGENT ACTS OR OMISSIONS OF LCRA, ITS AGENTS OR EMPLOYEES. THIS PROVISION SHALL NOT APPLY TO DAMAGES TO FACILITIES OF USER AS PROVIDED IN PARAGRAPH 12.2.

14.7 Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of criminal laws.

15. NOTICES

15.1 Any notice or demand required or permitted to be made hereunder shall be made by certified or registered mail to the addresses given on the Radio System Pricing Schedule and Participant Information Sheet (Attachment A). Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices or demands shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid.

16. NO COMMON CARRIER OFFERING

16.1 With respect to Services contemplated by this Agreement, neither USER nor LCRA shall make, or hold itself out as making, a common-carrier offering of communication or telecommunication services.

17. TAX CODE CONSEQUENCES.

17.1 The relationship of the Parties shall not be treated as a partnership, joint enterprise, or other taxable entity for any purpose, including liability under the United

States Internal Revenue Code (the “**Code**”). No provision of the Agreement shall be construed to create an association, joint venture, trust, or partnership with regard to the other Party. The Parties agree to take appropriate actions, including appropriate elections under Section 761 of the Code, to exclude the application of the partnership provisions of the Code.

17.2 Each Party shall be responsible for the payment of its own tax liabilities arising from this Agreement.

18. AMENDMENT; WAIVER; SEVERABILITY; GOVERNING LAW

18.1 Except for revisions of the Radio System Pricing Schedule and Participant Information Sheet (Attachment A), additions of additional participants and users or the expansion provisions set forth in Section 5, amendments to or modification of this Agreement shall be in writing and signed by authorized representatives of the Parties. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future. The terms and conditions of this Agreement supersede other agreements, written or oral, between the Parties regarding the subject of this Agreement. Should a court of competent jurisdiction find any part of this Agreement invalid or unlawful, the remainder of this Agreement shall remain in full force and effect, consistent with the original intent of the Parties. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

19. NO ORAL AGREEMENTS.

19.1 The parties agree that this Agreement contains all representations, understandings, contracts and agreements between the Parties regarding the subject matter of this Agreement and any other writings, understandings, oral representations or contracts for Service, if any, shall be deemed to be terminated, void and ineffective from the Effective Date of this Agreement, except for charges and fees incurred and remaining unpaid under any previous agreement.

20. REVIEWS

20.1 The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the Services provided under this Agreement. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning Party and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and Services.

21. Confidentiality

21.1 The Parties agree that they and their employees have kept and will keep confidential any and all documents or information obtained from the other Party that is identified as confidential information (“**Confidential Information**”). Confidential Information

shall include, but is not limited to, the pricing and competitive business provisions of this Agreement, as well as technical data, summaries, reports or information acquired or developed during the negotiations and performance of this Agreement. The Parties agree that they have not and will not (a) use the Confidential Information for any purpose other than to perform their respective obligations under this Agreement or (b) reveal the Confidential Information to any persons not employed by the other receiving Party except (i) at the written direction of such the disclosing Party; (ii) in compliance with law including the Texas Public Information Act, in which event the Party required to disclose information shall promptly notify the other Party, if possible, prior to making any disclosure and shall seek lawful protection for the confidentiality of such information; (iii) as part of its normal reporting or review procedure to its parent company, auditors, regulators and attorneys; (iv) where such information is part of the public domain; (v) where such information was previously disclosed by the other disclosing Party without any confidentiality restrictions; or (vi) to potential investors, insurers or financing entities or their agents, representatives or consultants, provided that such persons agree to be bound by the provisions of this Section 21 or by an agreement containing confidentiality provisions substantially similar to those set forth herein. This confidentiality provision shall be effective for two years after termination of the Agreement; provided, however, that the receiving Party's obligations of confidentiality with respect to trade secrets disclosed by the disclosing Party shall last indefinitely.

Notwithstanding anything to the contrary herein, if a separate non-disclosure agreement or confidentiality agreement ("**NDA**"), between the Parties exists and applies to confidential information related to or arising from this Agreement the provisions of such NDA shall govern with respect to the confidentiality obligations of the Parties.

22. INTERLOCAL CERTIFICATION

22.1 The Parties certify that (1) the Services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions, and (3) the Services, supplies, or materials contracted for are not required by Article XVI, Section 21 of the Texas Constitution to be supplied under contract given to the lowest responsible bidder.

23. CRITICAL INFRASTRUCTURE RESTRICTIONS

23.1 "**Critical Infrastructure**" means, for the purpose of this section only, any communications infrastructure system, cybersecurity system, electric grid and associated software and hardware, hazardous waste treatment system, or water treatment facility.

"**Designated Country**" means China, Iran, North Korea, Russia, or another country designated by the Governor of the State of Texas pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116.

"**Restricted Entity**" means an entity:

Owned by, or the majority of stock or other ownership interest is held or controlled by:

- Individuals who are citizens of a Designated Country;
- A company or other entity, including a governmental entity, that is owned or controlled by citizens of, or that is directly controlled by the government of, a Designated Country; or
- Headquartered in a Designated Country.

Pursuant to Texas Acts 2021, 87th Leg., R.S., S.B. 2116, LCRA is prohibited from entering into certain contracts that provide any Restricted Entity with remote or physical access to LCRA Critical Infrastructure. If any remote or physical access to LCRA Critical Infrastructure is within the scope of this Agreement, User represents and warrants that it is not a Restricted Entity.

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: _____

USER

City of Elgin, TX:

By: _____

Name: _____

Title: _____

pLTE SERVICE ADDENDUM
Addendum to Interlocal Cooperation Agreement for Radio Services and Equipment
between City of Elgin, TX and Lower Colorado River Authority

This pLTE Service Addendum ("**Addendum**") is dated and made effective as of February 17th, 2026 (the "**Addendum Effective Date**") and supplements and amends the Interlocal Cooperation Agreement entered into on February 17th, 2026 ("**Agreement**") by and between the Lower Colorado River Authority ("**LCRA**"), a local government, being a conservation and reclamation district of the State of Texas created pursuant to Article XVI, Section 59, of the Texas Constitution, and City of Elgin, TX ("**USER**"), a local government of the State of Texas. LCRA and USER may also be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

This Addendum is incorporated into and made a part of the Agreement by reference. All capitalized terms used in this Addendum but not specifically defined will take the meaning given to them under the Agreement.

RECITALS

WHEREAS, LCRA has secured Federal Communications Commission ("**FCC**") radio licenses in the 900 MHz band ("**900 MHz Broadband Licenses**") in order to deploy a 900 MHz private wireless broadband network within Texas (the "**Private LTE Network**");

WHEREAS, LCRA desires to serve eligible users in accordance with the terms and conditions of its 900 MHz Broadband Licenses and Part 27, Subpart P of the FCC's rules throughout its electric, transmission, and water service territory and to share excess capacity on its Private LTE Network with USER;

WHEREAS, the Parties wish to supplement and amend the Agreement to include an option for USER to receive Radio Services utilizing the 900 MHz Broadband Licenses, as described more fully in this Addendum, including in the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum) attached hereto ("**Private LTE Services**"); and

WHEREAS, the Parties are authorized to enter into this Agreement under Chapter 791 of the Texas Government Code, commonly referred to as the Interlocal Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits received by both Parties under the Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF RADIO SERVICES

1.1 The Agreement is supplemented and amended to include Private LTE Services within the scope of Services that may be requested by USER. Only the features, services, and capabilities selected by USER in the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum) and accepted by LCRA shall be enabled. Subject to the review, supervision, and ultimate control of LCRA, USER and its authorized end users ("**Authorized Users**") are permitted to use the Private LTE Services solely for USER's private internal mission

critical communications requirements, provided that such uses must comply with the Communications Act of 1934, as amended, the rules, regulations and orders of the FCC (the “**Communications Laws**”), the regulatory status, terms and conditions of the 900 MHz Broadband Licenses, and the terms and conditions of the Agreement as supplemented and amended by this Addendum.

1.2 The Private LTE Services are offered on a functionally dedicated and closed Private LTE Network. Access to and use of the Private LTE Services are limited to USER and Authorized Users. The Private LTE Services may enable the USER to allocate network performance and assign priority access based on designated preferences. The Private LTE Services are intended to offer higher security and lower latency relative to the narrowband Radio Services that LCRA provides to its customers and users under the provisions of the Agreement other than this Addendum.

1.3 The provision of Private LTE Services is made only on the terms and conditions set out under the Agreement as supplemented and amended by this Addendum. The features and capabilities available for the Private LTE Services are set out in the attached Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum). For the avoidance of doubt, the Private LTE Services constitute one type of “Radio Services” for purposes of the Agreement. All terms under the Agreement relative to Radio Services shall apply with equal force with respect to the Private LTE Services and the Private LTE Network, except to the extent specifically modified by the terms of this Addendum.

1.4 The Private LTE Services Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum) may be amended from time to time by LCRA, including to add additional features, capabilities or connected equipment and devices, or to change the pricing, terms and conditions on which Private LTE Services are offered by LCRA (or to reduce or terminate the offering of Private LTE Services by LCRA).

1.5 Additional Services may be made available by LCRA with respect to USER’s procurement of the Private LTE Services pursuant to the terms set out in Sections 2.3 and 3.2 of the Agreement by listing such Additional Services and the pricing and terms therefor in separate quotes, proposals or estimates to be sent by LCRA to USER.

1.6 USER expressly understands and agrees that LCRA, as an FCC licensee, will supervise USER’s activities pursuant to this Addendum, and that LCRA will retain control over all aspects of the operation of the Private LTE Network. Throughout the Term (as defined in Section 3 of this Addendum), LCRA shall have the right to take any and all actions as necessary or reasonably appropriate to ensure that USER’s use of the Private LTE Services complies with the Communications Laws, any other applicable laws, rules or regulations, this Addendum and the Agreement, and the terms and conditions of the 900 MHz Broadband Licenses. Any other provision of this Addendum or Agreement to the contrary notwithstanding, during the Term hereof, LCRA shall remain in *de jure* and *de facto* control of the 900 MHz Broadband Licenses and the Private LTE Network. This Addendum (a) does not and shall not vest in USER, or constitute, create or have the effect of constituting or creating, *de facto* or *de jure* control, direct or indirect, over LCRA, the 900 MHz Broadband License(s), which ownership or control remains exclusively and at all times with LCRA, and (b) does not and shall not constitute the transfer, assignment, lease or disposition in any manner, voluntary or involuntary, directly or indirectly, of the 900 MHz Broadband Licenses or the transfer of control of LCRA within the meaning of Section 310(d) of the Communications Laws. During the Term, USER shall not take any action inconsistent with or

contrary to LCRA's *de jure* and *de facto* control, as those terms are construed by the FCC, over the 900 MHz Broadband Licenses or the Private LTE Network. During the Term, USER shall not hold itself out to the public as the owner or lessee of the 900 MHz Broadband Licenses or the Private LTE Network.

2. SERVICE RATES, CHARGES AND RATE AND TERM CHANGES.

2.1 The applicable monthly service and usage fees are set out in the attached Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum). For the avoidance of doubt, the not-for-profit, cost-shared pricing and cost recovery principles set out in the last sentence of Section 2.1 and all of Section 2.2 of the Agreement shall not apply to Private LTE Services.

2.2 Subject to applicable law, it is agreed that LCRA may at any time modify the fees and rates included in the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum), as well as any other terms and conditions of this Addendum, by giving USER written notice of the modified amount or modified terms and conditions at least ninety (90) days in advance of the date on which the modified fees or terms are to become effective. If USER uses the Services, including Private LTE Services, on or after the effective date of any such modification or makes any payment to use the Services, including Private LTE Services, on or after the effective date of any such modification, USER shall be deemed to have accepted such modification.

3. TERM

3.1 Notwithstanding Section 6.1 of the Agreement, the initial term for any Private LTE Services shall commence on the Addendum Effective Date and shall terminate three (3) years thereafter (the "**Initial Term**"), unless automatically extended as provided below. The Private LTE Services shall automatically extend beyond the Initial Term under the terms and conditions, rates and charges then in effect for successive one (1) year periods, provided that either Party may terminate this Addendum: (i) at the end of its Initial Term by giving to the other Party written notice at least ninety (90) days prior to the end of the Initial Term, or (ii) by giving to the other Party written notice at least ninety (90) days prior to the end of any one (1) year extension; and, provided further, that all Private LTE Services shall terminate automatically if the 900 MHz Broadband Licenses held by LCRA or any of the frequency authorization(s) under such 900 MHz Broadband Licenses under which USER then presently operates is (are) terminated or revoked by the FCC.

3.2 Termination or expiration of this Addendum or any Private LTE Services shall not in of itself result in termination of any other Radio Services under the Agreement. So long as this Addendum is in effect, the Agreement shall remain in effect regardless of whether any other Radio Services besides Private LTE Services are being provided to USER.

4. OPERATIONAL MATTERS

4.1 USER shall appoint and identify to LCRA in writing a qualified and dedicated contact as reasonably necessary for coordination of matters relating to technical, administrative and any other appropriate matters pertaining to the implementation, use and maintenance of the Private LTE Services.

4.2 Implementation of the Private LTE Services may be subject to certain milestones or requirements of the FCC or other third parties, including with respect to the need for multiple

parties to work cooperatively to clear incumbents in the 900 MHz broadband as necessary to assign FCC radio licenses to LCRA in support of the Private LTE Services. Timing of the implementation of Private LTE Services to support USER's requirements is subordinate to these efforts to assign the necessary FCC radio licenses to LCRA.

4.3 If USER requests to migrate (in whole or in part) onto the Private LTE Services from an existing narrowband Radio Service, the Parties will work cooperatively to plan the migration in a way that allows for a timely cutover to the requested Private LTE Services with minimal Service disruption. The appointed contact of USER will be responsible for coordinating on behalf of USER and making decisions in matters pertaining to the migration. USER will ensure that information, support and resources are timely provided to LCRA as reasonably requested or necessary to support the migration process.

4.4 USER is responsible for ensuring that any devices or other equipment used by its Authorized Users in connection with the Private LTE Services shall meet industry standards for compatibility, regulatory compliance and other technical requirements necessary to maintain compatibility with the Private LTE Network and Private LTE Services and be certified for use on the Private LTE Network. USER may submit for LCRA's consideration and approval information related to any devices or other equipment that USER desires to use in connection with the Private LTE Services. Use of any devices or other equipment not previously approved by LCRA pursuant to this Section 4.4 shall be at USER's own risk and without any liability to LCRA. Under no circumstances shall LCRA be responsible for, or obligated to make, any changes to the Private LTE Network, equipment or operations to interoperate, accommodate or maintain compatibility with any devices or other equipment of USER or its Authorized Users.

4.5 Additional LCRA and USER responsibilities and obligations in connection with the Private LTE Services are set forth in Exhibit B to this Addendum attached hereto, which may be amended from time to time by LCRA.

4.6 While using the Private LTE Services, USER's equipment may connect to another provider's network ("**Roaming**"). Unless specifically indicated otherwise, any coverage provisions applicable to Private LTE Services shall only apply to the Private LTE Services provided to USER directly from LCRA and its Private LTE Network and shall not apply to services provided through, either directly or indirectly, another provider, including any Roaming. LCRA hereby disclaims all representations, warranties guarantees, or obligations, direct or indirect, express or implied, written or oral, in connection with the coverage, quality, and availability of services provided, directly or indirectly, by other providers, including any Roaming.

5. ACCEPTABLE USE; RESPONSIBILITY FOR AUTHORIZED USERS

5.1 The Private LTE Services are offered to USER subject to the condition that there will be no unauthorized, illegal, harmful or inappropriate use thereof ("**Abuse**"). Abuse includes, but is not limited to the following:

- (i) Obtaining or attempting to obtain Private LTE Services through any trick, scheme, false representation, unauthorized device or other facilities, with the intent to inappropriately access or use the Private LTE Services, including to avoid any payment obligations or to use the Private LTE Services for any purpose other than the uses permitted hereunder.
- (ii) Interrupting, altering, interfering with, attempting to interrupt or altering any files, programs,

information and/or the use of the Private LTE Service of another customer or user; or

(iii) Assisting another to perform any of the acts prohibited by subsections (i) or (ii) above.

5.2 USER acknowledges and agrees that (i) the relationships with each of its Authorized Users will continue to reside with USER, and (ii) USER is solely responsible for any and all use of the Private LTE Services by anyone accessing the Private LTE Network by or through it or any of its Authorized Users (whether or not specifically authorized), and such access and use shall be deemed USER's use for purposes of the Agreement and this Addendum, as well as for all data, content and materials that may be stored or transmitted via the Private LTE Services, whether by USER, its Authorized Users or otherwise.

5.3 USER agrees that it shall only use the Services, including the Private LTE Services, within the boundaries of the Electric Reliability Council of Texas, Inc. ("**ERCOT**"). USER acknowledges and agrees that LCRA is not providing a warranty of coverage, quality, or availability for use of the Services, including Private LTE Services, outside of the boundaries of ERCOT. LCRA hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with any use of the Services, including Private LTE Services, outside of the boundaries of ERCOT.

USER HEREBY RELEASES, WAIVES, DISCHARGES, AND WILL NOT HOLD LIABLE LCRA, ITS DIRECTORS, OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, EXPRESSLY INCLUDING NEGLIGENCE, CLAIMS, DEMANDS, COSTS, OR DAMAGES ARISING FROM OR RESULTING FROM ANY USE OF THE SERVICES, INCLUDING PRIVATE LTE SERVICES, OUTSIDE THE BOUNDARIES OF ERCOT, REGARDLESS OF THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, NEGLIGENCE PER SE, GROSS NEGLIGENCE, STRICT LIABILITY, REGULATORY OR STATUTORY LIABILITY, TORT THEORY, ACT, OMISSION, FAULT, OR FAILURE TO ACT BY LCRA.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SERVICES, INCLUDING PRIVATE LTE SERVICES, BEING PROVIDED HEREUNDER SHALL ONLY BE USED WITHIN THE BOUNDARIES OF ERCOT AND ANY USE OUTSIDE OF THE BOUNDARIES OF ERCOT FALLS OUTSIDE THE SCOPE OF THIS AGREEMENT. THEREFORE, USER AGREES THAT LCRA SHALL HAVE NO LIABILITY TO USER FOR ANY USE OF THE PRIVATE LTE SERVICES OUTSIDE THE BOUNDARIES OF ERCOT, WHETHER ARISING FROM ANY BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, CLAIM (WHETHER IN TORT, CONTRACT OR EQUITY), OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, OR ANY EXPENSES (INCLUDING ATTORNEY'S FEES) RELATED THERETO. NOTHING IN THIS AGREEMENT IS INTENDED TO WAIVE ANY IMMUNITY FROM SUIT OR LIABILITY TO WHICH A PARTY MAY BE ENTITLED BY LAW, EXCEPT FOR ACTS IN VIOLATION OF CRIMINAL LAWS.

5.4 To provide the best possible experience for all users of LCRA's Private LTE Network, LCRA has established certain network management practices to assure that LCRA's Private LTE Network resources are used for the benefit of all users especially during periods when network demand exceeds available network resources. Among other network resource management practices, LCRA generally prioritizes voice calls over data transmissions by design, promoting quality voice services; provided, however, that such prioritization may change at any time at LCRA's sole discretion. Furthermore, LCRA's Private LTE Network is not designed to handle

programs, systems, applications, or other usage that drive continuously heavy traffic or data sessions, and such use is prohibited because it would impair LCRA's Private LTE Network functionality and delivery of service to USER and other users. As a part of these network management practices, LCRA reserves the right to reduce USER's data speeds during times of network congestion, for purposes of network management optimization, or if USER exceeds certain data usage amounts in a given month.

5.5 Without limitation to any of the limitations or disclaimers set out in the Agreement, LCRA does not guarantee that there will be no gaps, interruptions or delays in Services, including the Private LTE Services. USER may experience variations in the Services, including Private LTE Services, and access times based upon the location involved, the other traffic on the Private LTE Network, or conditions of the network. USER may fail to obtain or maintain access due to a lack of coverage in a particular area, use of low powered portable equipment in areas where higher powered mobile equipment is needed, radio frequency propagation effects, the effects of weather and atmospheric conditions, the effects of natural and constructed obstructions, equipment maintenance and upgrades, network facilities and changes, repairs and malfunctions, and usage exceeding capacity. SERVICES, INCLUDING PRIVATE LTE SERVICES, MAY BE DEPENDENT UPON THIRD PARTY PROVIDERS AND MAY BE DISRUPTED OR CANCELED DUE TO ACTIONS OF THE THIRD PARTY PROVIDERS. LCRA DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, WARRANTIES AND REPRESENTATIONS OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, REGARDING THE PRIVATE LTE NETWORK, EQUIPMENT OR SERVICES. WITHOUT LIMITING THE FOREGOING, LCRA SPECIFICALLY DISCLAIMS EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. LCRA DOES NOT WARRANT THAT ANY SERVICES WILL MEET ANY OF USER'S REQUIREMENTS OR THAT THE PERFORMANCE OF SERVICES, INCLUDING PRIVATE LTE SERVICES WILL BE UNINTERRUPTED, TIMELY, APPROPRIATE, SECURE, OR FREE OF ERRORS OR INACCURACIES. LCRA FURTHER DISCLAIMS ANY HARM THAT MAY RESULT FROM THE USE OR MISUSE OF ANY EQUIPMENT, APPLICATIONS OR SOFTWARE. The disclaimer of warranties, coverage provisions, and limitations of liability included in Section 5.3 and this Section 5.5 of the Addendum shall be in addition to those found in Sections 9, and 11 through 14 of the Agreement.

6. MISCELLANEOUS

For the avoidance of doubt, Sections 4, 5, 7 through 23 of the Agreement shall apply in their entirety *mutatis mutandis* to the Private LTE Services offered pursuant to this Addendum, in addition to all other terms applicable to Radio Services as the context may suggest or require.

[Signature page follows]

Executed to be effective on the Effective Date set out in the first paragraph above.

Agreed by:

Lower Colorado River Authority:

By: _____

Name: _____

Title: _____

USER

City of Elgin, TX:

By: _____

Name: _____

Title: _____

EXHIBIT A
Private LTE Service Pricing Schedule and Participant Information Sheet

[see attached]

EXHIBIT B
Additional Obligations and Responsibilities
for Private LTE Services

Generally Applicable for ALL Private LTE Services

In order to enable and receive any of the Private LTE Services provided by LCRA to USER under this Addendum, the parties shall be responsible for the following items:

User Obligations and Responsibilities -

- USER represents and warrants that it is in compliance, and shall remain in compliance during the term of the Agreement and this Addendum, with Public Law 115-232, Section 889 with respect to receiving any of the Services (including any Radio Services, Private LTE Services, or Additional Services).
- USER represents and warrants that, with respect to the Services it receives hereunder, it shall not use, procure, or obtain any equipment, hardware, software, service, or other technology manufactured or produced by any of the following entities (the “**Restricted Entities**”):
 - Huawei Technologies Company;
 - ZTE Corporation;
 - Hytera Communications Corporation;
 - Hangzhou Hikvision Digital Technology Company;
 - Dahua Technology Company;
 - SZ DJI Technology Company;
 - AO Kaspersky Lab;
 - China Mobile International USA Inc.;
 - China Telecom (Americas) Corp.;
 - Pacific Networks Corp.;
 - ComNet (USA) LLC;
 - China Unicom (Americas) Operations Limited;
 - Kaspersky Lab, Inc.; or
 - Any subsidiary or affiliate of the entities listed above.

This list of Restricted Entities is subject to change from time to time based on applicable federal, state, and local laws.

- USER agrees that it shall only use LCRA provided SIMs with respect to receiving LCRA's Private LTE Services.
- USER shall notify LCRA within thirty (30) calendar days of any changes in the number of radios, devices, or equipment on which it is receiving Private LTE Services.

Mobile or Portable Radios – Mission Critical Push to Talk Services (Voice only)

In order to enable and receive this specific Private LTE Service, the parties shall be responsible for the following items:

LCRA Obligations and Responsibilities –

- Verify the connectivity of User's radios with LCRA's Private LTE Network;
- Provide LCRA SIMs (subject to an activation fee as set forth in the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum));
- Develop USER's Talk Groups after receiving the required information and details from USER;

- Provide 24x7 telephone support related to the service (telephone support number listed on the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum)); and
- Voice roaming.

USER Obligations and Responsibilities –

- Provide LCRA with details of applicable Talk Groups;
- Exclusively use LCRA provided SIMs; and
- Provide any other information and details reasonably requested by LCRA.

This is not an exhaustive list of items for which USER shall be responsible to receive this Private LTE Service, and additional items, obligations, and information may be needed from USER to enable this service.

Optional Additional Services –

The following Additional Services related to this Private LTE Service are available to USER at an additional cost and would be negotiated separately through a binding proposal or quote:

- Radio and device procurement and fulfillment (if radios or devices are procured through LCRA, radio programming services will be included);
 - Pass-through warranty service (as available) through manufacturer;
- Mobile radio installation services;
- Radio programming services;
- Device configuration services;
- Additional equipment procurement including antenna, mounting kit, speaker, microphone, speaker cable, portable radio charger, microphone, belt clip, etc.; and
- Other Additional Services as may be offered by LCRA.

Mobile Radio – Voice, Data, Vehicle Tracking

In order to enable and receive this specific Private LTE Service, the parties shall be responsible for the same items as above for *MOBILE OR PORTABLE RADIOS – MISSION CRITICAL PUSH TO TALK SERVICES (VOICE ONLY)*.

For this Private LTE Service, the same Additional Services shall be available to USER at an additional cost as for *MOBILE OR PORTABLE RADIOS – MISSION CRITICAL PUSH TO TALK SERVICES (VOICE ONLY)*, in addition to the following:

- Vehicle tracking (GPS).

Data Router – Fixed Weather Station/Hydromet

Data Router – Fixed SCADA or Distribution Automation

Data Router – Meter Backhaul/ AMI Collectors

Electric Utility Transformer Monitor

Power Line Sensor –Overhead or Enclosed/Underground

Sensors – Street Light, Pole Tilt, Line Fault Indicator

In order to enable and receive any of the Private LTE Services listed under this header, for each of the respective services, the parties shall be responsible for the following items:

LCRA Obligations and Responsibilities -

- Verify the connectivity of USER's devices with LCRA's Private LTE Network;

- Provide LCRA SIMs (subject to an activation fee as set forth in the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum));
- Verify tower/RAN support coverage for USER's devices;
- Provide 24x7 telephone support related to the service (telephone support number listed on the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum)).

USER Obligations and Responsibilities –

- Attend a pre-deployment workshop and coordinate with LCRA on the following items and information, and any other information and items reasonably requested by LCRA:
 - Mapping the geographic locations of USER's requested devices;
 - Provide information on the quantity of devices required by USER;
 - Provide basic information on application details, including data and bandwidth requirements for USER's devices;
- Device Management - USER shall be solely responsible for the installation, operation, maintenance, repair, and management of their own devices and equipment used to receive LCRA's Private LTE Services;
- Exclusively use LCRA provided SIMs; and
- Provide any other information and details reasonably requested by LCRA.

This is not an exhaustive list of items for which USER shall be responsible to receive these Private LTE Services, and additional items, obligations, and information may be needed from USER to enable each of these services.

Optional Additional Services –

The following Additional Services related to these Private LTE Services are available to USER at an additional cost and would be negotiated separately through a binding proposal or quote:

- Device procurement and fulfillment;
 - Pass-through warranty service (as available) through manufacturer;
- Device installation services;
- Device configuration services;
- Additional equipment procurement including antenna, mounting, and cabling options;
- Other Additional Services as may be offered by LCRA.

AMI Meter with LCRA SIM Behind the Glass

In order to enable and receive this specific Private LTE Service, the parties shall be responsible for the following items:

LCRA Obligations and Responsibilities -

- Verify the connectivity of USER's devices with LCRA's Private LTE Network;
- Provide LCRA SIMs (subject to an activation fee as set forth in the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum));
- Verify tower/RAN support coverage for USER's devices;
- Provide 24x7 telephone support related to the service (telephone support number listed on the Private LTE Service Pricing Schedule and Participant Information Sheet (Exhibit A to this Addendum)).

User Obligations and Responsibilities -

- Attend a pre-deployment workshop and coordinate with LCRA on the following items and information, and any other information and items reasonably requested by LCRA:
 - Mapping the geographic locations of USER's requested meters;
 - Provide information on the quantity of meters required by USER;
 - Provide the make and model of the meters;
 - Provide basic information on application details, including data and bandwidth requirements for USER's meters;
 - Provide LCRA with installation details as reasonably requested by LCRA; and
 - Provide LCRA with data collection details (transfer time intervals, data size/type);
- Device Management - USER shall be solely responsible for the installation, operation, maintenance, repair, and management of their own devices, meters, and equipment used to receive LCRA's Private LTE Services;
- Exclusively use LCRA provided SIMs; and
- Provide any other information and details reasonably requested by LCRA.

This is not an exhaustive list of items for which USER shall be responsible to receive this Private LTE Service, and additional items, obligations, and information may be needed from USER to enable this service.

Optional Additional Services –

The following Additional Services related to this Private LTE Service are available to USER at an additional cost and would be negotiated separately through a binding proposal or quote:

- Design, engineering, and installation services; and
- Other Additional Services as may be offered by LCRA.

Private Network Connection between USER and LCRA

LCRA and USER shall coordinate on and negotiate, as needed, a private network connection in order to provide the backhaul necessary for USER's data in order to receive the Private LTE Services. This private network connection may come in the form of a Master Fiber Services Agreement between LCRA and USER to be separately negotiated between the parties.

Core-as-a-Service

Core-as-a-service is not included as a Private LTE Service under this Addendum and is only available through a separately negotiated contract between the parties. Please contact LCRA if interested in this service.

CBRS Service

CBRS Service is not included as a Private LTE Service under this Addendum and is only available through a separately negotiated contract between the parties. Please contact LCRA if interested in this service.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO CONDUCT A STUDY FOR SETTING FUTURE UTILITY RATES FOR WATER AND WASTEWATER AND MAKING CERTAIN FINDINGS RELATED THERETO. (GONZALEZ)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider approval of a firm to conduct a Utility Rate Study.

BACKGROUND:

In previous budget discussions, the Council directed the City Manager and staff to determine where the Utility Systems stand on rates, as it relates to other water distribution systems and how the rates interact with upcoming Capital Improvement Projects needed to sustain operations long term. This rate study is intended to give staff the data necessary to make recommendations on rate structures, and how they may change in the future based on the growth of the system and user needs.

BUDGET/FINANCIAL IMPACT:

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

This item does not currently have a budget impact. Once a firm has been selected, a strategy and work task will be brought before the Council for approval, and authorization.

RECOMMENDATION:

Staff recommends the Council review and approve the resolution, and agreement.

ATTACHMENTS:

1. RESOLUTIONUtilityratestudy
2. Rate Study Staff Recomendatio Memo

- { } 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. 2026-02-17-XX

A RESOLUTION OF THE CITY OF ELGIN, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT TO CONDUCT A STUDY FOR SETTING FUTURE UTILITY RATES FOR WATER AND WASTEWATER AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin, is the provider for both municipal water and wastewater described within a certain area known by their Certificates of Convenience and Necessity; and,

WHEREAS, as part of this service the City publishes an annual rate for customers through a rate ordinance adopted by the City Council; and,

WHEREAS, City staff is now proposing an outside independent review of both the standing utility rates and proposed future rates based on the needs of the system and the growth of the utility system as it is proposed.

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 or Mayor is hereby authorized to execute the agreements to conduct such a study and engage services from the recommended firm as presented in the accompanying material known as Exhibit A as titled “Staff Recommendation Memo for Utility Rate Study” in the attachments with this resolution and copied verbatim herein. Furthermore, City staff are authorized to negotiate terms of service with firms ranked in the next two highest positions based on scoring, if an agreement with the selected firm cannot be reached, with the understanding that any and all work task set forth by this resolution will come before the City Council for approval and adoption.

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. Effective Date. This Resolution shall take effect immediately upon passage.

Section 5. Funding. This Resolution shall authorize staff to utilize funds from the Utility Fund such that are appropriate for the use and benefit of the Utility system to promote and use, and provide reliable utility services to residents and customers of the Utility System.

PASSED AND ADOPTED this 17th day of February 2026.

ATTEST:

PEYTON STANDIFER, City Secretary

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas



Staff Recommendation Memo for Utility Rate Study:

February 17th, 2026

Greetings Mayor and City Council,

City staff conducted an evaluation of responses received through the City of Elgin's Request for Qualifications (RFQ) for professional services to perform a comprehensive utility rate study. A six-member evaluation team composed of City staff was selected based on relevant subject-matter expertise, professional integrity, and the ability to ensure a fair, consistent, and transparent review process. Each evaluator independently reviewed and scored the submissions in accordance with the criteria outlined in the RFQ.

The City received six (6) qualified responses from the following firms:

- New Gen Solutions in cooperation with Kimley-Horn
- Raftelis
- Willdan Financial Services
- Strand and Associates
- LSPS Solutions
- Endeavor

Firms were evaluated based on qualifications, demonstrated experience performing utility rate studies for communities of similar size and complexity, familiarity with utility distribution systems, project approach, and overall ability to meet the City's needs.

At this stage of the process, costs have not yet been proposed. Any fees associated with the utility rate study will be negotiated following selection and will be presented to City Council for authorization. The cost of this service will be funded through the Utility Fund. Once a scope of services and fee proposal have been developed for the City of Elgin, staff will return to Council with the proposed agreement for approval.

Based on the completed score sheets and overall rankings, staff recommend proceeding with negotiations with the highest-ranked firm. Should staff be unable to reach an agreement, negotiations may then proceed with the second- or third-ranked firms.

***Rankings are listed on the next page ***

Final Rankings:

1. New Gen Solutions in cooperation with Kimley-Horn
2. Raftelis
3. Willdan Financial Services
4. Strand and Associates
5. LSPS Solutions
6. Endeavor

Staff respectfully recommend authorization to select and negotiate with the firm ranked first.

Michael Gonzalez
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City of Elgin
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