



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

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 41733 (ELGIN WEST COUNTRYSIDE, LOT 11, ACRES 1.076) AT 1512 NORTH AVE C, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (BEAU PERRY - CITY ENGINEER)**

- 2. PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-1" NEIGHBORHOOD SHOPPING DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT 0.5880 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557535 (LOT 1 CANNON ADDN) AND 2.0920 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557536 (LOT 2 CANNON ADDN), LOCATED AT 13919 COUNTY LINE RD, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (BEAU PERRY - CITY ENGINEER)**

- 3. PUBLIC HEARING ON A REQUEST BY VINCENT GERARD & ASSOCIATES, AGENT FOR RAFIQMOHAMMAD N. DHUKA, PROPERTY OWNER, TO GRANT A VARIANCE TO THE DISTANCE PROHIBITION FOR THE SALE OF ALCOHOL PER SEC. 8-20. PLACES WHERE ALCOHOLIC BEVERAGES MAY NOT BE SOLD. (A)(1), ALLOWING THE SALE OF ALCOHOL (BEER AND WINE) FROM A PROPOSED CONVENIENCE MARKET AND FUEL STATION AT 13919 COUNTY LINE ROAD. (BEAU PERRY - CITY ENGINEER)**

VI. PUBLIC COMMENT

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

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

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

VII. ANNOUNCEMENTS

- 1. Nature Night at the Elgin Recreation Center Wednesday, March 18th 6pm-8pm**
- 2. Night Sky Explorers, Elgin Parks and Recreation, and Girl Scouts of Central Texas at Thomas Memorial Park Thursday, March 19th 6pm-8pm**
- 3. Community Potluck hosted by Elgin Parks and Recreation at Veterans Memorial Park Friday, March 20th, 6pm-9pm**
- 4. Spring Planting Class and Plant Swap hosted by Central Texas Plant People at Elgin Public Library on Saturday, March 21st, 10am-12pm**
- 5. The Lexington of Texas, with Fletcher Clark, Discusses The Battle of Gonzales at the Elgin Public Library on Saturday, March 21st, 2pm-3pm**
- 6. Poses for Posture with Body + Shine at Elgin Public Library Saturday, March 28th at 11am**
- 7. Music in the Park every Friday in April and May at the Veterans Park, 6 PM - 9 PM; event starting at 6 PM, headliner at 7 PM**
- 8. Music Festival April 9th - 11th; visit elginmusicfestival.com for more details**

VIII. PRESENTATION

1. **Elgin Police Department Annual Racial Profiling Report (Chief Chris Noble)**
2. **Sexual Assault Awareness Month 2026 Proclamation**

IX. CITY MANAGER'S REPORT

1. **Parks and Recreation Advisory Board Quarterly Report**
2. **Library Advisory Board Quarterly Report**
3. **Provide an update on the Bond Refinancing**
4. **Review of the FY 2026-27 Budget Calendar**

X. CONSENT AGENDA

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

1. **Elgin Wildcat Showcase Special Event Application Fee Waivers, Veterans Memorial Park Expansion Rental Waiver, Waiver for Street Closure Thursday, April 9th 1pm-8pm on Depot Street between N Ave B and N Ave C, Event time Thursday, April 9th 5:30pm-7pm. \$1,275.00 (Kristina Alvarez - Main Street Manager)**
2. **Elgin ISD Education Foundation Crawfish Festival Special Event Fee Waiver, Elgin Memorial Park Pavilion Rental Waiver, Open Container Waiver, Sound Ordinance Waiver, Saturday, April 11th, 7:00am-8:00pm. \$1,225.00 (Kristina Alvarez - Main Street Manager)**

XI. NEW BUSINESS

1. **PRESENTATION AND ACCEPTANCE OF THE ANNUAL AUDIT REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2025, BY BROOKSWATSON & CO. PLLC. (PAMELA SANDERS - INTERIM FINANCE DIRECTOR)**
2. **CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO THE ISSUANCE OF REFUNDING BONDS UP TO \$12,670,000 TO ACHIEVE A DEBT SERVICE SAVINGS, INCLUDING APPOINTING A PRICING OFFICER, DELEGATING BOND PRICING AUTHORITY TO THE PRICING OFFICER WITHIN ESTABLISHED PRICING PARAMETERS, AND CONSIDERING APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ELGIN, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS. (PAMELA SANDERS - INTERIM FINANCE DIRECTOR)**
3. **AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID**

ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 41733 (ELGIN WEST COUNTRYSIDE, LOT 11, ACRES 1.076) AT 1512 NORTH AVE C, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (BEAU PERRY - CITY ENGINEER)

- 4. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-1" NEIGHBORHOOD SHOPPING DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT 0.5880 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557535 (LOT 1 CANNON ADDN) AND 2.0920 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557536 (LOT 2 CANNON ADDN), LOCATED AT 13919 COUNTY LINE RD, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (BEAU PERRY - CITY ENGINEER)**
- 5. CONSIDERATION OF A REQUEST BY VINCENT GERARD & ASSOCIATES, AGENT FOR RAFIQMOHAMMAD N. DHUKA, PROPERTY OWNER, TO GRANT A VARIANCE TO THE DISTANCE PROHIBITION FOR THE SALE OF ALCOHOL PER SEC. 8-20. PLACES WHERE ALCOHOLIC BEVERAGES MAY NOT BE SOLD. (A)(1), ALLOWING THE SALE OF ALCOHOL (BEER AND WINE) FROM A PROPOSED CONVENIENCE MARKET AND FUEL STATION AT 13919 COUNTY LINE ROAD. (BEAU PERRY - CITY ENGINEER)**
- 6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL FOR GRANT WRITING SERVICES FOR TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)**
- 7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT UPON ACQUISITION OF ALL RELATED PROPERTIES FOR SERVICES FOR GENERAL LAND OFFICE CONTRACT No. 22-085-029-D270 ALSO KNOWN AS THE KENNEDY STREET AND COUNTY LINE ROAD DRAINAGE AND ROADWAY PROJECT, MAKING CERTAIN FINDINGS RELATED THERETO. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)**
- 8. 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.**

XII. EXECUTIVE SESSION

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

- 1. 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.**

XIII. RECONVENE

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

XIV. 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, Esmeralda Rangel, Assistant City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Wednesday, March 11, 2026, in accordance with Chapter 551 of the Texas Government Code.



Esmeralda Rangel, Assistant City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 41733 (ELGIN WEST COUNTRYSIDE, LOT 11, ACRES 1.076) AT 1512 NORTH AVE C, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (BEAU PERRY - CITY ENGINEER)

DEPARTMENT: Development Services

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

BACKGROUND:

The owners of the 1.076-acre tract have requested a zoning change from "R-1" Single-Family Residential Dwelling District to "C-2" General Commercial District to allow for the impervious coverage required for a gymnasium expansion for what is currently a Specific Use "Child Care Center" (Blooming Tree Academy). Per Section 46-112 of the City of Elgin Code of Ordinances, notices were mailed to property owners within 200-feet of this property, and the Planning and Zoning Commission held the first of the two required public hearings on February 23, 2026, for this change request.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Rezoning Ordinance with Exhibit
2. Redacted Application
3. Vicinity Map

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

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

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

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

ORDINANCE NO. 2026-03-17-XX

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 41733 (ELGIN WEST COUNTRYSIDE, LOT 11, ACRES 1.076) AT 1512 NORTH AVE C, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from "R-1" Single Family Residential District to "C-2" General Commercial District; and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on February 23, 2026, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" is C-2 General Commercial District; and

WHEREAS, on the 17th day of March 2026, after proper notification, the City Council held a public hearing on the requested zoning, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin's Comprehensive Plan and further finds that

enactment of this Ordinance is not inconsistent with or in conflict with any other policies or provisions of the Comprehensive Plan and the City’s Code of Ordinances.

II.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is rezoned from “R-1” Single Family Residential District to “C-2” General Commercial District.

III.

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

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

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

READ, PASSED, and ADOPTED on first reading this the 17th day of March, 2026.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ESMERALDA RANGEL, Assistant City Secretary

Exhibit "A"

Legal Description of 1512 N Ave C

Lot 11, ELGIN WEST COUNTRYSIDE, SECTION 1, PHASE 2, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Plat Cabinet No. 1, Page 178A, Plat Records of Bastrop County, Texas.

NON-PDD REZONING APPLICATION

Date: 1-15-2025

SITE INFORMATION

Project Address: 1512 North Avenue C - Daycare

Parcel Identification Number (if no address): 41733


APPLICANT

Name: David Samuelson, Architect

Postal Address: **INFORMATION REDACTED**

E-Mail Address: **INFORMATION REDACTED**; Phone Number: **INFORMATION REDACTED**

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

	<u>David C Samuelson</u>	<u>1-15-2025</u>
Signature	Printed Name	Date

Project Description:

Blooming Tree Existing 2674 SF Proposed new Daycare Expansion with a 4,950 SF
Multi Purpose Space, sports, family and children's events center.

Rezoning from R-1 to C-2



OWNER'S AUTHORIZATION LETTER

Project Site Address: 1512 NORTH AVENUE C, EGGIN, TX

I/we hereby certify that I/we am/are the owner(s) of the above-described property. I/we am/are respectfully requesting processing and approval of permit(s) and/or project(s) reviews. I/we hereby authorize the Applicant listed on this letter to act on my/our behalf during the processing, review, presentation of this request and any inspections associated with this request. They shall be the principal contact with the City during the processing, review, presentation of this request and any inspections associated with this request

DAVID C. SAMUELSON ARCHITECT

12-19-25

Name of Permit Applicant or Company (Print)

Date

Jen Antala

1st Property Owners Signature

Date

1st Property Owners Printed Name

Date

2nd Property Owners Signature

Date

2nd Property Owners Printed Name

Date

3rd Property Owners Signature

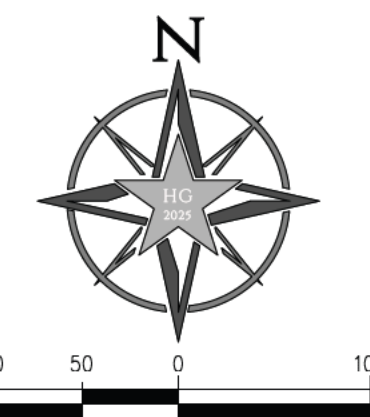
Date

3rd Property Owners Printed Name

Date

Additional owners please provide their signatures, date, printed name, and date on separate letter. Failure to provide additional property owner(s) and/or produce incorrectly may result in delay.

Be aware the person(s) who represent a corporation, limited liability company (LLC), or similar type of corporation regarding property ownership must provide documentation along with this letter indicating they have authority to sign for said corporation. Failure to provide may result in delay.



**IMPERVIOUS COVER SURVEY
METHODOLOGY, PRECISION, AND EXPLANATORY NOTES**

IMPERVIOUS COVER SHOWN HEREON WAS DETERMINED BY FIELD OBSERVATION OF EXISTING SITE CONDITIONS AS OF THE DATE OF SURVEY. ALL VISIBLE IMPERVIOUS AND POTENTIALLY IMPERVIOUS FEATURES WERE INSPECTED TO IDENTIFY MATERIAL TYPE, USE, AND APPARENT SURFACE BEHAVIOR. SPOT MEASUREMENTS WERE TAKEN TO DETERMINE FEATURE DIMENSIONS AND EXTENTS, AND IMPERVIOUS COVER LIMITS WERE DELINEATED INTO UNIQUELY IDENTIFIED POLYGONS FOR AREA CALCULATION.

MEASUREMENTS OF LARGER FEATURES AND THE PROPERTY BOUNDARY WERE OBTAINED USING GNSS RTK METHODS WITH A CONSERVATIVE POSITIONAL TOLERANCE OF ±0.10 FEET. SMALLER FEATURES WERE MEASURED USING TAPE MEASUREMENTS AND ROUNDED TO THE NEAREST 0.10 FOOT. IMPERVIOUS AREAS WERE CALCULATED FROM THE DELINEATED POLYGONS AND SUMMARIZED IN THE ACCOMPANYING TABLE SHOWING INDIVIDUAL FEATURE AREAS, TOTAL IMPERVIOUS COVER, AND PERCENT IMPERVIOUS COVER OF THE LOT.

SIDEWALKS LOCATED WITHIN PUBLIC RIGHT-OF-WAY AND OUTSIDE THE PERIMETER OF THE LOT ARE EXCLUDED. GRAVEL AREAS USED SOLELY FOR LANDSCAPING OR PEDESTRIAN USE OVER A PERVIOUS BASE ARE TREATED AS PERVIOUS, COMPACTED OR VEHICULAR-USE GRAVEL IS TREATED AS IMPERVIOUS. THE RAISED BOARDWALK IS TREATED AS IMPERVIOUS DUE TO TIGHT BOARD SPACING AND SURFACE COATING THAT RESTRICT INFILTRATION AND CAUSE PRECIPITATION TO SHED AS RUNOFF.

IMPERVIOUS COVER COMPUTATIONS

IMPERVIOUS SURFACE	AREA (SQ. FT.)	DESCRIPTION	MATERIAL
1	11015	DRIVEWAY	ROAD BASE
2	2674	BUILDING FOUNDATION	CONCRETE
3	702	PATIO	CONCRETE
4	117	BOARDWALK	WOOD
5	15	SIDEWALK	STONE
6	165	PORCH	CONCRETE
7	80	LANDING	CONCRETE
8	32	STAIRS	CONCRETE
9	30	STAIRS	CONCRETE
10	7	A/C PAD	PLASTIC SHEET
11	96	SHELTER	METAL
12	29	STRUCTURE	WOOD
13	288	SHELTER	METAL
14	20	STRUCTURE	METAL
15	206	SHELTER	METAL
16	35	PAVERS	CONCRETE
IMPERVIOUS TOTAL AREA	15511		
LOT AREA	46889		
PERCENTAGE IMPERVIOUS COVER	33%		

TREE SURVEY METHODOLOGY AND NOTES

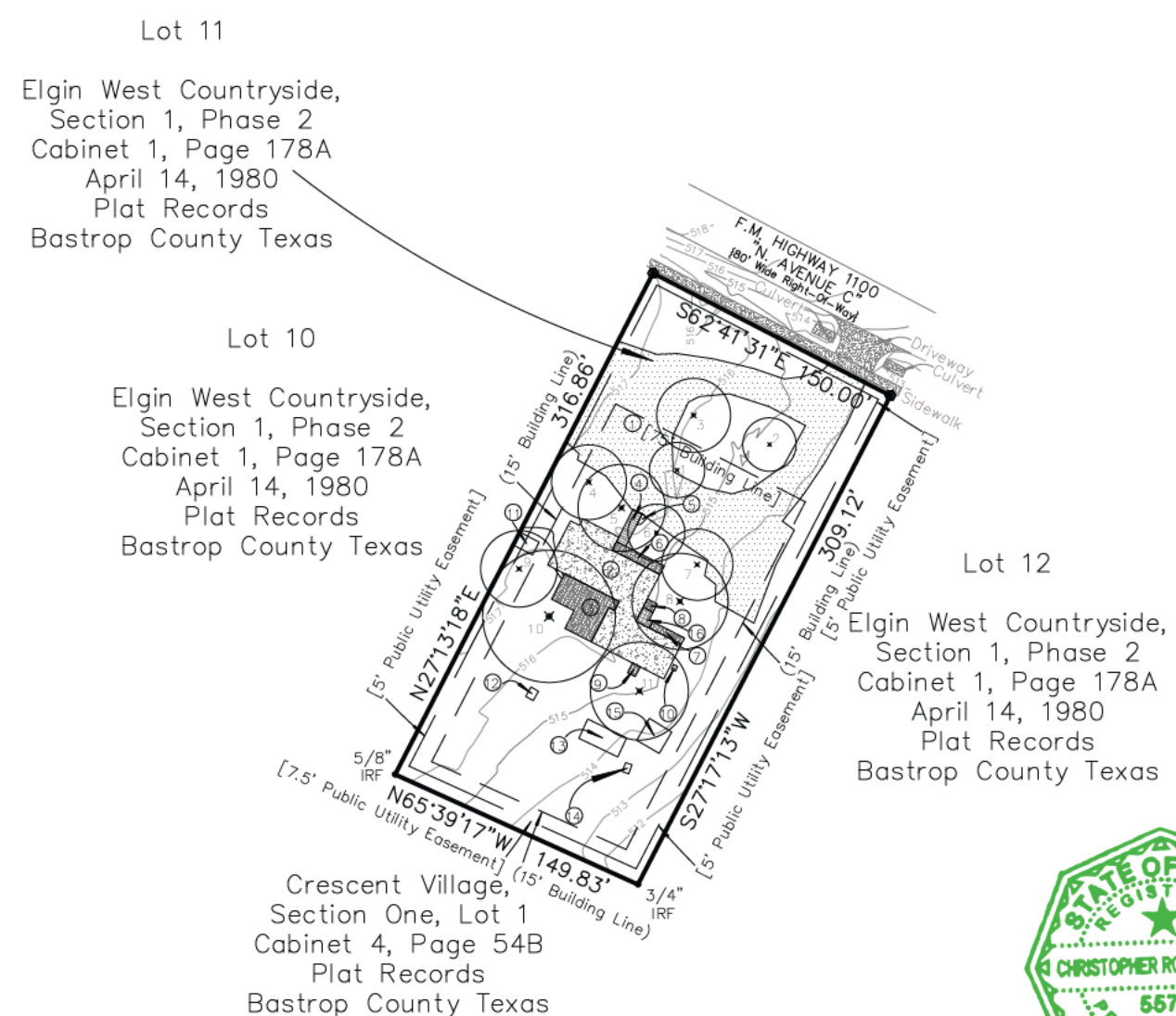
THIS SURVEY INCLUDES THE LOCATION AND DOCUMENTATION OF SIGNIFICANT TREES (EIGHT INCHES OR GREATER DIAMETER) AND HERITAGE TREES (TWENTY INCHES OR GREATER DIAMETER), MEASURED AT FOUR AND ONE-HALF FEET ABOVE ADJACENT GRADE, IN GENERAL ACCORDANCE WITH CITY OF ELGIN TREE SURVEY STANDARDS, WHICH ADOPT CITY OF AUSTIN TREE SURVEY METHODOLOGY. TREE SPECIES WERE IDENTIFIED WHERE OBSERVABLE. TREES WITH INDETERMINATE SPECIES ARE NOTED AS UNKNOWN. TREES ARE SHOWN RELATIVE TO THE SURVEYED LOT BOUNDARY AND ARE NUMBERED TO CORRESPOND WITH THE ACCOMPANYING TREE TABLE. EACH TREE WAS PHYSICALLY TAGGED IN THE FIELD WITH ITS ASSIGNED NUMBER AT THE TIME OF SURVEY.

TREE CANOPY EXTENTS ARE SHOWN AS APPROXIMATE CIRCLES SCALED PROPORTIONALLY TO TREE SIZE AND ARE INTENDED FOR GENERAL PLANNING AND VISUALIZATION PURPOSES ONLY. THE TREE TABLE INCLUDES TREE NUMBER, SPECIES, DIAMETER, OBSERVED CONDITION, AND NOTES. HERITAGE TREES ARE IDENTIFIED AND HIGHLIGHTED IN THE TABLE. TREE DATA REFLECT OBSERVED CONDITIONS AS OF THE DATE OF SURVEY. CONDITION OBSERVATIONS ARE BASED SOLELY ON CASUAL OBSERVATION AND DO NOT CONSTITUTE AN ARBORIST'S ASSESSMENT.

TREE TABLE

TREE TAG NUMBER	SPECIES	TRUNK DIAMETER (INCHES)	MULTI-STEM	CONDITION
1	LIVE OAK	15.5	NO	HEALTHY
2	LIVE OAK	15.0	NO	HEALTHY
3	LIVE OAK	20.75	YES	HEALTHY
4	LIVE OAK	21.0	NO	HEALTHY
5	LIVE OAK	24.5	YES	HEALTHY
6	LIVE OAK	16.0	NO	HEALTHY
7	LIVE OAK	20.0	NO	HEALTHY
8	LIVE OAK	27.0	NO	HEALTHY
9	LIVE OAK	21.5	NO	HEALTHY
10	LIVE OAK	37.25	YES	HEALTHY
11	LIVE OAK	27.5	NO	HEALTHY

- LEGEND**
- IRON ROD FOUND
 - ⊙ 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5575" SET
 - [] INFORMATION OF RECORD, PLAT RECORDS, BASTROP COUNTY TEXAS, CABINET 1, PAGE 178A
 - () INFORMATION OF RECORD, OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS, VOL. 289 PG. 503
 - # TREE w/TREE TAG #



Christopher Ross Holland
January 10, 2026

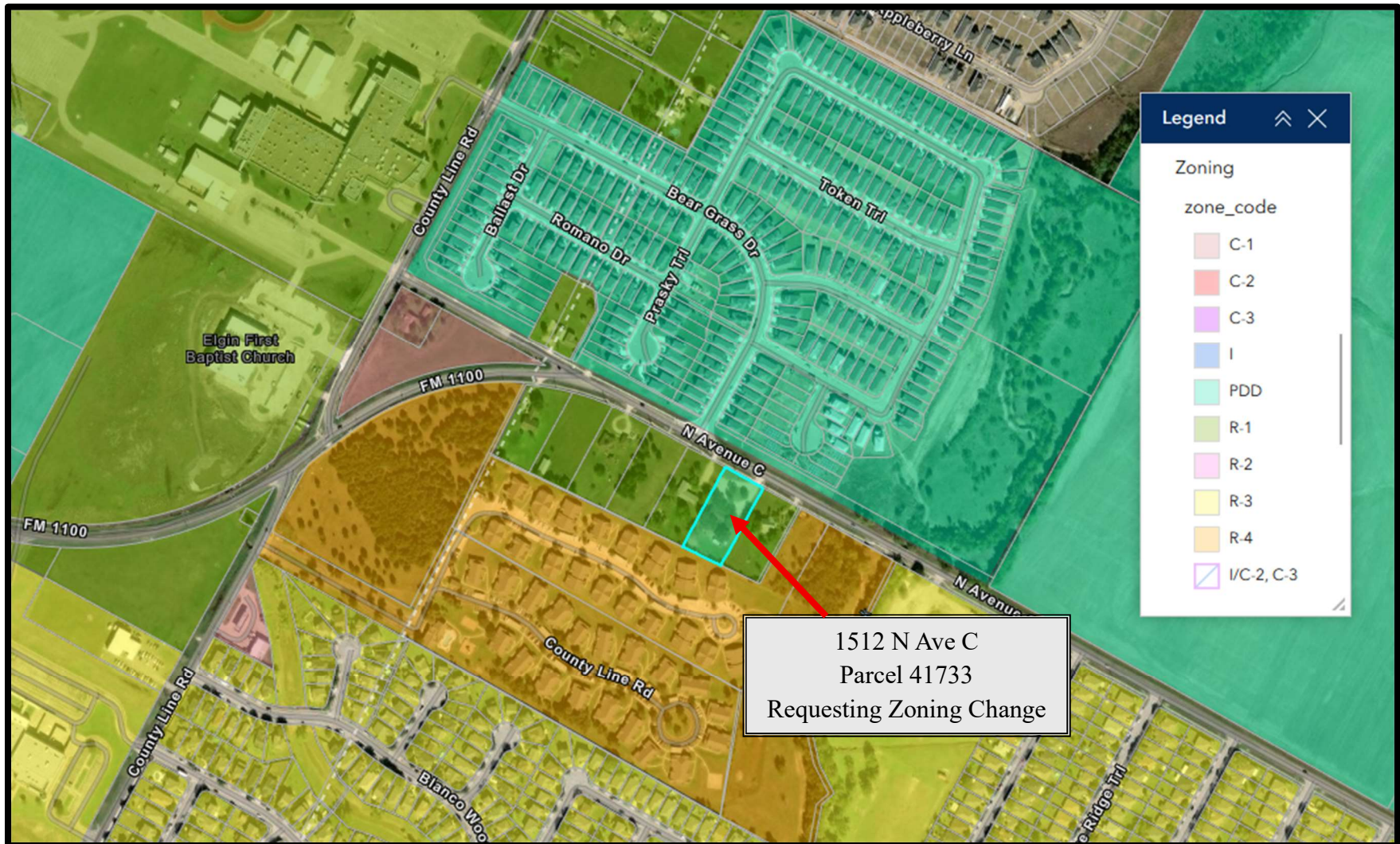
- SURVEYOR'S NOTES:**
- BEARING BASIS: HORIZONTAL DATUM, NAD 83(2011)(EPOCH 2010.0000), BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, GRID, COORDINATES DERIVED FROM STATIC GPS OBSERVATIONS CONDUCTED ON 02/26/2025, AND PROCESSED BY NGS OPUS ON 03/01/2025.
 - ELEVATIONS REFERENCED ARE NAVD83.
 - CONTOUR INTERVAL IS ONE FOOT.
 - ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET SCALED TO SURFACE.
 - EASEMENTS, RIGHTS-OF-WAY, OR OTHER ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN ON THIS SURVEY. BOUNDARY RESEARCH FOR THE SUBJECT AND ADJOINING TRACTS WAS BASED ON COUNTY APPRAISAL DISTRICT DATA AND PUBLIC RECORDS AVAILABLE FROM THE COUNTY CLERK'S OFFICE.

ACAD FILE: N AVENUE C_1512-01A.dwg
REVISION: 00
SCALE: 1"=100'
DRAWING DATE: 1/07/2026
DRAWN BY: CRH
SURVEYED ON THE GROUND: 1/2/2026
ADDRESS: 1512 N. AVENUE C, ELGIN, TX

**TOPOGRAPHIC, TREE, & IMPERVIOUS COVER SURVEY OF
LOT 10, ELGIN WEST COUNTRYSIDE SECTION 1, PHASE 2
BASTROP COUNTY, TEXAS**



Vicinity Map





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-1" NEIGHBORHOOD SHOPPING DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT 0.5880 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557535 (LOT 1 CANNON ADDN) AND 2.0920 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557536 (LOT 2 CANNON ADDN), LOCATED AT 13919 COUNTY LINE RD, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (BEAU PERRY - CITY ENGINEER)

DEPARTMENT: Development Services

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

BACKGROUND:

The owner of the two tracts has requested a zoning change from "C-1" Neighborhood Shopping District to "C-2" General Commercial District to allow for the construction of an 8,000 square foot supermarket, including gasoline and alcohol sales. Per Section 46-112 of the City of Elgin Code of Ordinances, notices were mailed to property owners within 200-feet of this property, and the Planning and Zoning Commission held the first of the two required public hearings on February 23, 2026, for this change request.

One public comment was received by email and distributed to the Planning and Zoning Commission.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Rezoning Ordinance with Exhibit
2. Redacted Application Lot 1
3. Redacted Application Lot 2
4. Vicinity Map
5. Letter of Comment re#202600004

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

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

ORDINANCE NO. 2026-03-17-XX

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-1" NEIGHBORHOOD SHOPPING DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT 0.5880 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557535 (LOT 1 CANNON ADDN) AND 2.0920 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557536 (LOT 2 CANNON ADDN), LOCATED AT 13919 COUNTY LINE RD, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from "C-1" Neighborhood Shopping District to "C-2" General Commercial District; and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on February 23, 2026, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended denial of the amendment of the Official Zoning Map so that the zoning classification of the property described in Exhibit "A" is C-2 General Commercial District; and

WHEREAS, on the 17th day of March 2026, after proper notification, the City Council held a public hearing on the requested zoning, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals, and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with,

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin's Comprehensive Plan and further finds that

enactment of this Ordinance is not inconsistent with or in conflict with any other policies or provisions of the Comprehensive Plan and the City's Code of Ordinances.

II.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is rezoned from "C-1" Neighborhood Shopping District to "C-2" General Commercial District.

III.

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

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

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

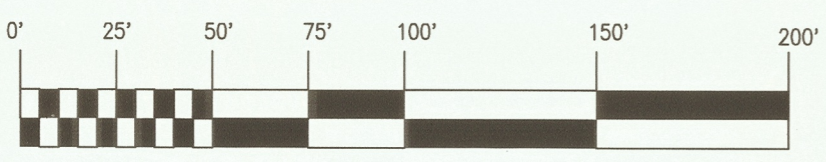
READ, PASSED, and ADOPTED on first reading this the 17th day of March, 2026.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

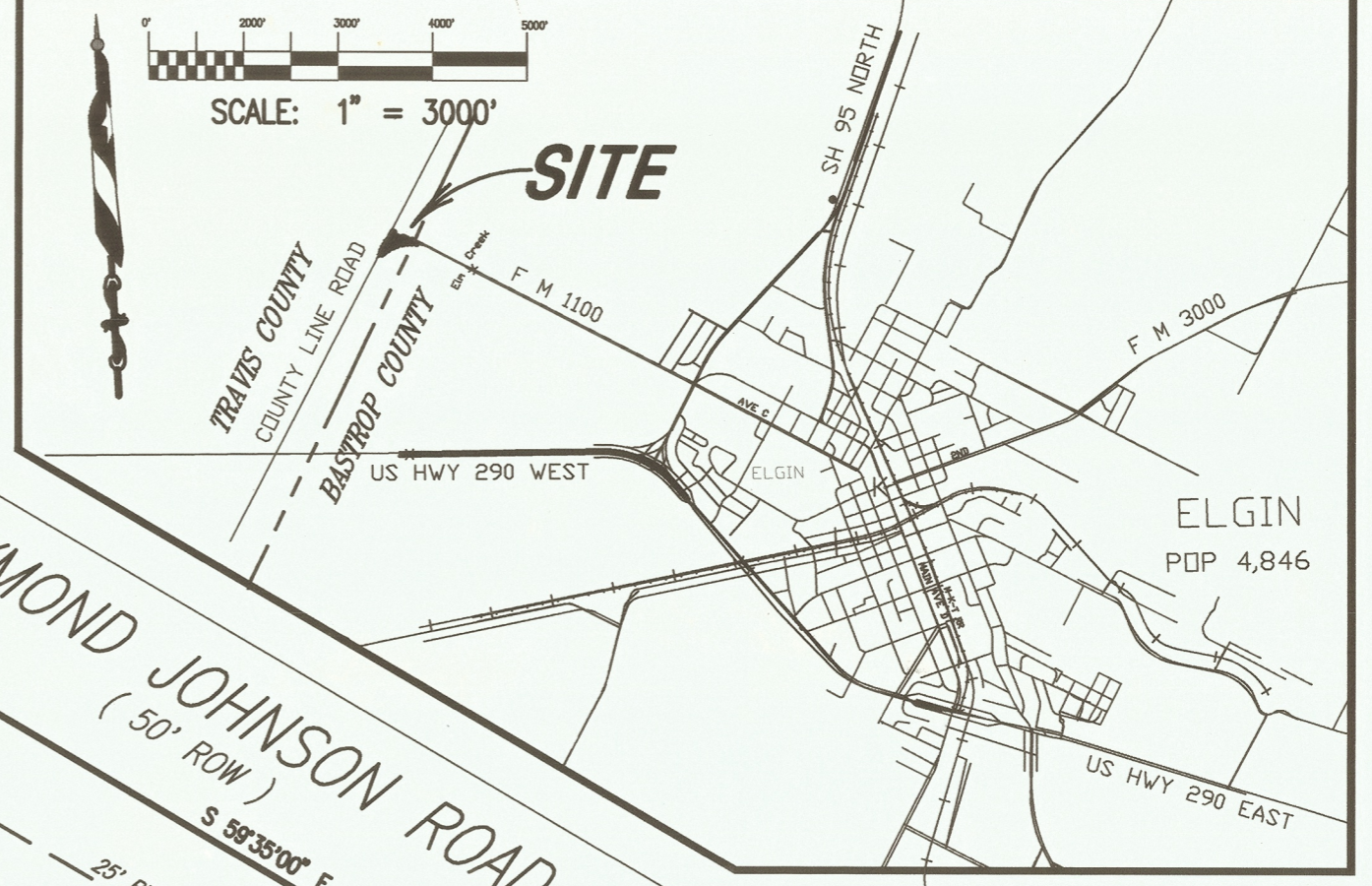
ESMERALDA RANGEL, Assistant City Secretary

200200184



SCALE: 1" = 50'

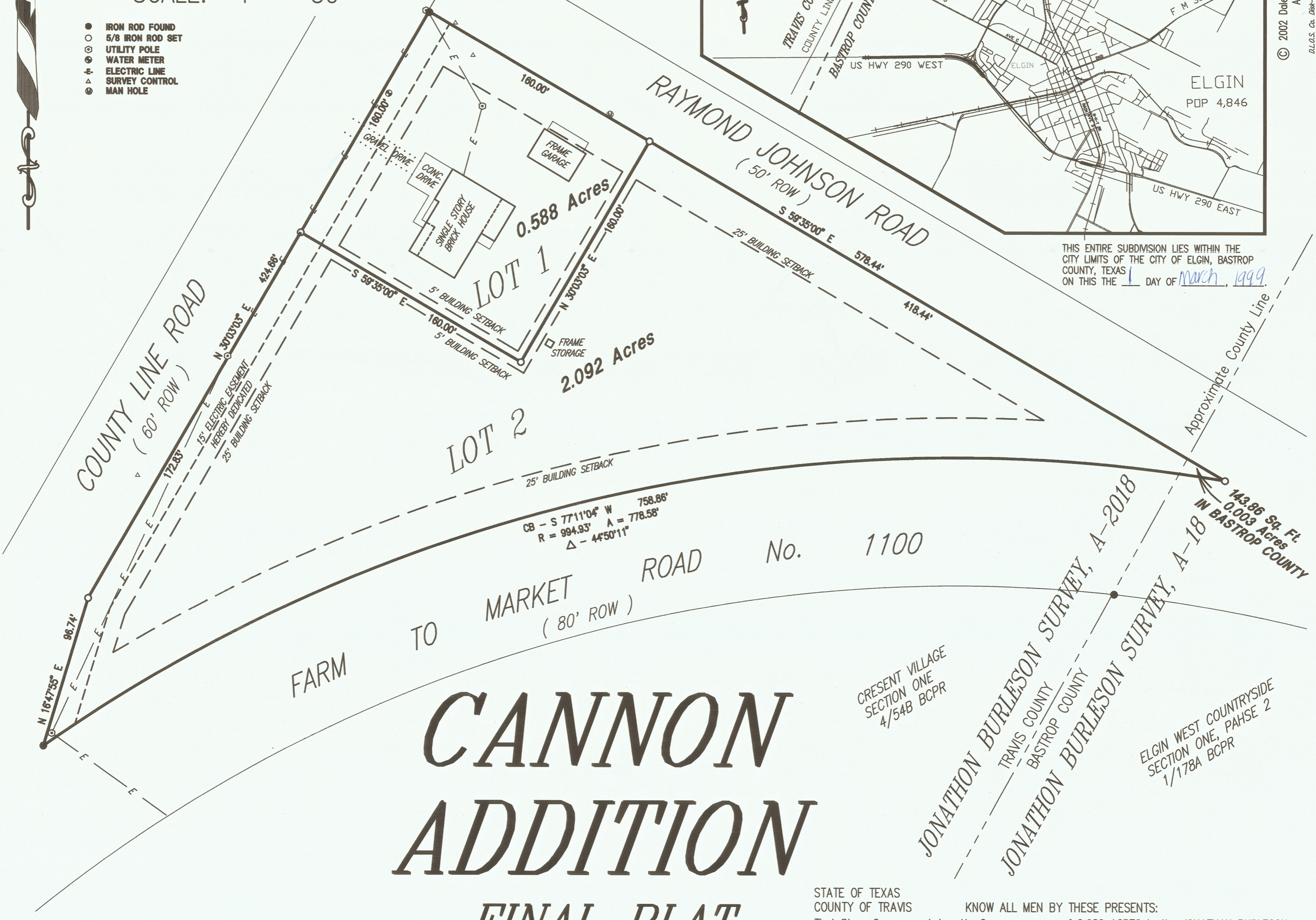
EXHIBIT "A"



© 2002 Dale L. Olson Surveying Company
ALL RIGHTS RESERVED
D.L.O.S. Co. Dist-File # 219-10a.org K. Coahrs 07/02

CANNON ADDITION 2783m

- IRON ROD FOUND
- 5/8 IRON ROD SET
- UTILITY POLE
- WATER METER
- ELECTRIC LINE
- SURVEY CONTROL
- MAN HOLE



THIS ENTIRE SUBDIVISION LIES WITHIN THE CITY LIMITS OF THE CITY OF ELGIN, BASTROP COUNTY, TEXAS ON THIS THE 11 DAY OF MARCH, 1999

CANNON ADDITION - FINAL PLAT -

No portion of this tract lies within a SPECIAL FLOOD HAZARD AREA designated as such by the Department of Housing and Urban Development, Federal Insurance Administration, as shown on FIRM Number: 48021C 0075 C for BASTROP COUNTY, TEXAS. Effective Date: 08/19/91 This Tract lies in Zone X. FIRM Number: 48453C0015 E for TRAVIS COUNTY, TEXAS. Effective Date: 06/16/93 This Tract lies in Zone X.

WARNING:
 This Flood Statement, as determined by a H.U.D.-F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the Improvements thereon will be free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may increase by Man-Made or Natural Causes.
 THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR ENGINEER.

FIELD NOTES FOR A 2.680 ACRE TRACT IN THE JONATHAN BURLESON SURVEYS, BASTROP COUNTY AND TRAVIS COUNTY, TEXAS.

BEING a 2.680 acre tract or parcel of land out of and being a part of the Jonathan Burleson Survey, A-18, in Bastrop County and the Jonathan Burleson Survey, A-2018, in Travis County, Texas, and being all of that certain tract described in a deed from Emmitt L. Stork and Annabelle Stork to Steve Cannon and Annette Cannon, as recorded in Volume , Page , Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the intersection of the east line of County Line Road, with the south line of Raymond Johnson Road, for the north corner of this tract.

THENCE with the south line of Raymond Johnson Road, S 59°35'00" E, 578.44' to a 5/8 inch iron rod set in the curving north line of Farm to Markt Road 1100, for the east corner of this tract.

THENCE with the north line of said Farm to Market Road 1100, along a curve to the left whose radius is 994.93 feet; whose long chord bears S 77°11'04" W, 758.86 feet; 778.58 feet along the to a 3/8 inch iron rod found where same inetsects the ease line of County Line Road, for the south or southwest corner of this tract.

THENCE with the east line of said County Line Road, N 16°47'55" E, 96.74 feet to a 5/8 inch iron rod set; N 30°03'03" E, 424.66 feet to the POINT OF BEGINNING, containing 2.680 acres of land of which approximately 2.671 acres lies in Travis County and 0.009 acres lies in Bastrop County.

STATE OF TEXAS
COUNTY OF BASTROP

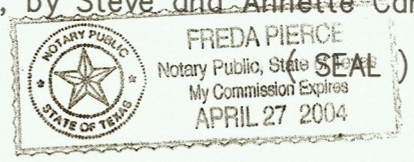
I, Dale L. Olson, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land, and that the corner monuments shown were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Elgin, and Bastrop and Travis Counties, Texas.

Dale L. Olson, RPLS
Registered Professional Land Surveyor
Reg. No. 1753
711 Water Street
Bastrop, Texas 78602
(512) 321-5476



STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
 That Steve Cannon and Annette Cannon, owners of 2.680 ACRES in the JONATHAN BURLESON SURVEYS, A - 18 & A - 2018, in Bastrop County and Travis Counties, Texas, do hereby subdivide said tract in accordance with plat shown hereon, subject to any easements or restrictions heretofore granted to the public the use of the easements as shown hereon. Witness my hand this the 11 day of July, 2002, A.D.
 Steve Cannon
 Annette Cannon

STATE OF TEXAS
COUNTY OF TRAVIS
This instrument was acknowledged before me on the 11 day of July, 2002, by Steve and Annette Cannon.



Freda Pierce
Notary Public, State of Texas
Printed Name of Notary / Expires

Accepted and approved for record by the Planning and Zoning Commission, City of Elgin, Texas, on this the 24 day of JUNE, 2002.

APPROVED: Ronald D. Crebbon ATTEST: Andy J. Cooke
Chairman Secretary

STATE OF TEXAS
COUNTY OF BASTROP

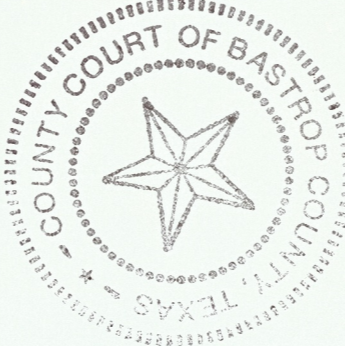
I, Rose Pietsch, County Clerk in Court and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing, with the certificate of authentication, was filed for record in my office on the 15 day of July, 2002, A.D., at 3 o'clock P.M., and recorded on the 15 day of July, 2002, A.D., at 3 o'clock P.M., in the Plat Records of said County in Plat Cabinet 4, Pages 71-3

FILED FOR RECORD ON THE 15 day of July, 2002, A.D. FILED JUL 15 2002
Suzanne Williams Deputy
Rose Pietsch, County Clerk
Bastrop County, Texas

STATE OF TEXAS
COUNTY OF TRAVIS

I, Dana DeBeauvoir, County Clerk of Travis County, Texas, do hereby certify that the foregoing instrument of writing, with the certificate of authentication, was filed for record in my office on the 18 day of July, 2002, A.D., at 4:47 o'clock P.M., and duly recorded on the 18 day of July, 2002, A.D., at 4:47 o'clock P.M., in Document No. 200200184, Official Public Records of Travis County, Texas
WITNESS MY HAND AND SEAL OF COUNTY CLERK, the 18 day of July, 2002, A.D.

Dana DeBeauvoir Deputy
Dana DeBeauvoir, County Clerk, Travis County, Texas



V. BENAVIDES

NON-PDD REZONING APPLICATION

Date: 1/22/2026

SITE INFORMATION

Project Address: 13919 County Line Rd Elgin TX 78621

Parcel Identification Number (if no address): 557535

APPLICANT

Name: Vincent G. Huebinger - Vincent Gerard & Associates

Postal Address: **INFORMATION REDACTED**

INFORMATION REDACTED

E-Mail Address: **INFORMATION REDACTED**; Phone Number: **INFORMATION REDACTED**

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

	<u>Vince Huebinger</u>	<u>1/23/2026</u>
Signature	Printed Name	Date

Project Description:

Requesting a rezone from C-1 to C-2 for Market & Deli store and a variance

from Section 8.20 for separation from Property lines on offsite consumption Alcohol sales.

See Summary letter for more decription filed with this request. This request also includes a drive

Through window. Landowners Authorization is included in this application



NON-PDD REZONING APPLICATION

Date: 1/22/2026

SITE INFORMATION

Project Address: 13919 County Line Rd Elgin TX 78621

Parcel Identification Number (if no address): 557536

APPLICANT

Name: Vincent G. Huebinger - Vincent Gerard & Associates

Postal Address: **INFORMATION REDACTED**

INFORMATION REDACTED

E-Mail Address: **INFORMATION REDACTED**; Phone Number: **INFORMATION REDACTED**

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

	<u>Vince Huebinger</u>	<u>1/23/2026</u>
Signature	Printed Name	Date

Project Description:

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Mr. Beau Perry
Development Services Director
City of Elgin Texas

Date 01/22/2026

RE: Landowner Authorization Letter, 13919 County Line Road Elgin Texas 78621. Cannon Addition Lots 1 & 2, Lot 1 @ 0.588 acres, Lot 2 @ 2.092 acres.

Mr. Perry,

As landowners of the property described in the above address and legal description, we hereby authorize Alvin Momin and their agent Vincent Gerard & Associates to file all appropriate Zoning applications, variances, resubdivision, site plans, permits, and waivers associated with the proposed Convenience Market, fuel station and Beer and Wine sales for the above specified legal description and address listed above.



Signature

FURTHER, Affiant sayeth not.

Rafiqmohammad Noorji Dhuka

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January

2026 by Rafiqmohammad Noorji Dhuka.

Shaheena



Notary Public, in and for the State of Texas

My commission expires:

08/30/2026

Mr. Beau Perry
Development Services Director
City of Elgin Texas

Date 01/22/2026

RE: Landowner Authorization Letter, 13919 County Line Road Elgin Texas 78621. Cannon Addition Lots 1 & 2, Lot 1 @ 0.588 acres, Lot 2 @ 2.092 acres.

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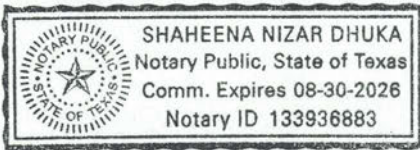
Signature

FURTHER, Affiant sayeth not.

RAFI MOHAMMAD NOORJI DHUKA

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January,
2026, by Rafiqmohammad Noorji Dhuka.



Notary Public, in and for the State of Texas

My commission expires:

~~01/13/2020~~ 08/30/2026
Shaheena



Vincent Gerard & Associates, Inc.

Mr. Beau Perry
Development Services Manager
Elgin Texas

January 23, 2026

Summary Letter for 13919 County Line Road, Market & Deli Rezone and Variance. Legal Subdivided Lots 1 & 2, Cannon Addition Application and Variance Request (prop. ID 557536 & 557535).

Mr. Perry;

We respectfully request a rezone for this 2-lot property located on County Line Road and Raymond Johnson Road to allow an 8,000 sq ft Market & Deli with 10 covered gas pumps on a 2.68-acre property. The concept is for an upscale market & Deli with fresh meat and delicatessen counters as an in-store or take-out eatery. It will also incorporate a drive through window. The buyers want to cater to the surrounding neighborhood homeowners and school. With the 8,000sq.ft. Market & Deli and the gas pumps, we will require a rezone to C-2 General Commercial zoning by City Council for both lots. We would also respectfully request to include beer and wine sales without on premises consumption within the 300' property line distance from a school and a church. We have included a preliminary site plan for your zoning review. As you are aware, this area is exploding with development projects, and our clients have determined that this tract is located at a prime spot for a large market that sells fuel, deli meats and cheeses, food, drinks, coffee, beer and wine, convenience goods, and assorted essentials for the surrounding residential homeowners. Unfortunately, the tract is located within 300' of the Elgin High School and First Baptist Church of Elgin and requires a variance. With the High School nearby, the Market & Deli will cater to the high school students for lunches and after-school snacks.

Section 8.20 "Places where alcoholic beverages may not be sold", this code does not allow alcoholic beverages to be sold on any premises located within 300' of any church public or private school without a variance. 8.20 (F) (1&2) removes the 1,000' separation distance if the retail off-premises consumption Permit or license is less than 50% of the gross receipts, overall (F-1) and excluding the motor fuel tax, (F-2) is from the sale or service of alcoholic beverages. However, Section 8.20 (E) does allow City Council to approve/deny a variance in these regulations with conditions. We would like to discuss some of those conditions.

- a) *Regulation is not in the best interest of the public*; This is for City Council to decide. However, our team has concluded this is an arbitrary determination that was instituted post-Prohibition by TABC and copied over to many municipalities. Public interest can be argued on both sides of the table. For instance, if you are concerned with the church members or school kids' access to beer and wine purchases, we feel that an arbitrary distance to alcohol sales doesn't remove any of the access concerns. If the High School kids want to get alcohol, they will find a way, but the least likely location would be at this market close to the school. This is where teachers and

administrators as well as the First Baptist church congregation, not to mention the thousands of area residents who would love nearby access to these goods and services. The client is offering to mandate all alcohol & tobacco purchases require a valid ID within their registers prior to purchase to avoid any mistakes.

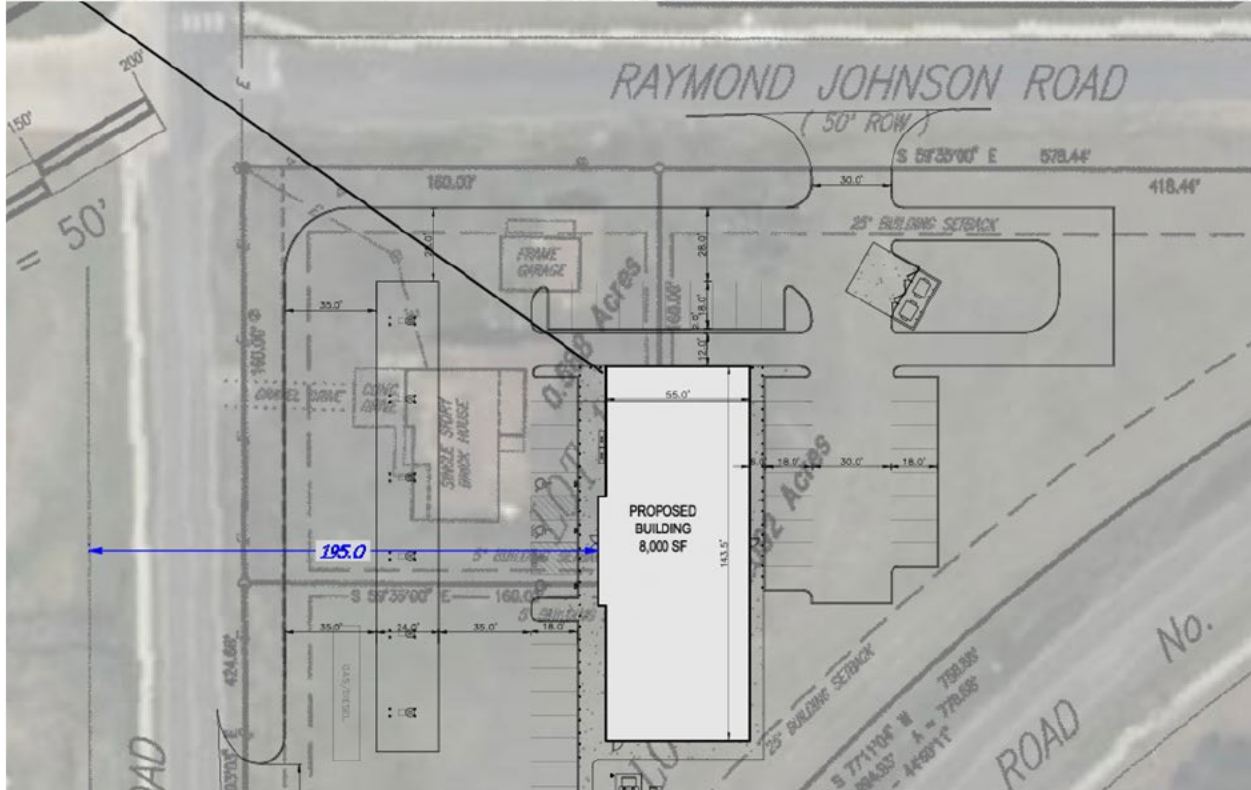
- b) *Constitutes waste or inefficient use of land or other resources;* The Market & Deli will generate a lot of ad valorem sales tax revenue for the city and our client cannot risk the \$6 million dollar investment without the variance. With this substantial investment, the Market & Deli will need to have beer and wine sales (offsite consumption only) available to the thousands of Elgin rooftops within a one (1) mile radius. If the variance is not granted, the client cannot go through with the purchase of the property. For the inefficient use of land, as a land planner, we must routinely discuss other land use concepts that would work at specific site locations. We cannot think of anything else with a higher and better use than a Market & Deli with fuel sales for this site. A standard C-1 retail site would be not as viable for the consumers or for the city tax base. Further, our client has had this distance setback waived by TABC on two previous occasions, one by posting a \$5,000 bond to TABC.
- c) *Creates an undue hardship on an applicant:* This is probably one of the strongest arguments in favor of the variance. Allowing the Market & Deli without the beer and wine sales for all the adults who live and invest in the Elgin nearby neighborhoods, shops and stores within the 1-mile radius, would decrease the clients' profits by at least 15%. The profit margins for this market are not great enough to withstand the 15% loss of gross profits. The client's decreased profits would also decrease the sales tax revenue (2%) for the city. As such, the proposed project will not be viable without the off-site consumption of beer and wine.
- d) *Does not serve its intended purpose, is not effective or necessary;* In our opinion, there is no doubt that the required separation distance for alcohol sales is ineffective and not necessary. This is an old and antiquated rule put in place by the TABC after Prohibition that most jurisdictions follow. TABC routinely waives this distance when requesting a license to sell alcohol by the applicant posting a \$5,000 assurance bond. TABC rules from churches are measured from door to door. The store and church doors are over 525' separation distance for this application. The front door of the proposed market and deli is 193' away from the high school property line. As stated above, if school kids or parishioners do not have the fortitude to follow the state law for legal consumption of alcohol, to indicate that merely the proximity by location for sales is too much of a concern for a land use decision, those school kids will still find a way to violate the law at some other establishment elsewhere.

Since TABC routinely waives this requirement and this would benefit the Elgin community, we respectfully request you approve of this variance. Our clients have an absolute spotless record with TABC in their past stores, and they would like to become contributors to the economy of the Elgin community.

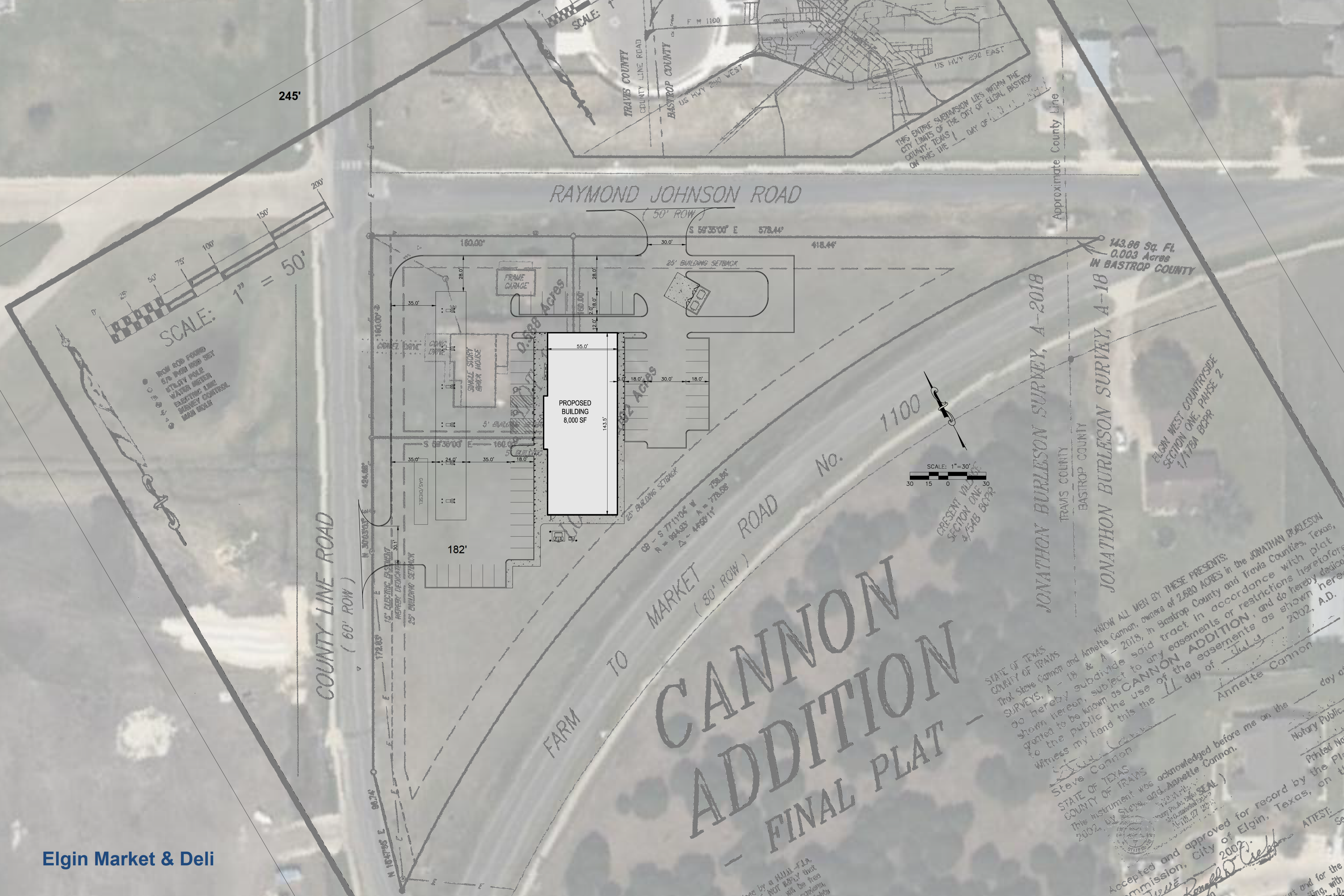
Sincerely

Vincent G. Huebinger

Location map



Distance Exhibit front door to property line



CANNON ADDITION FINAL PLAT

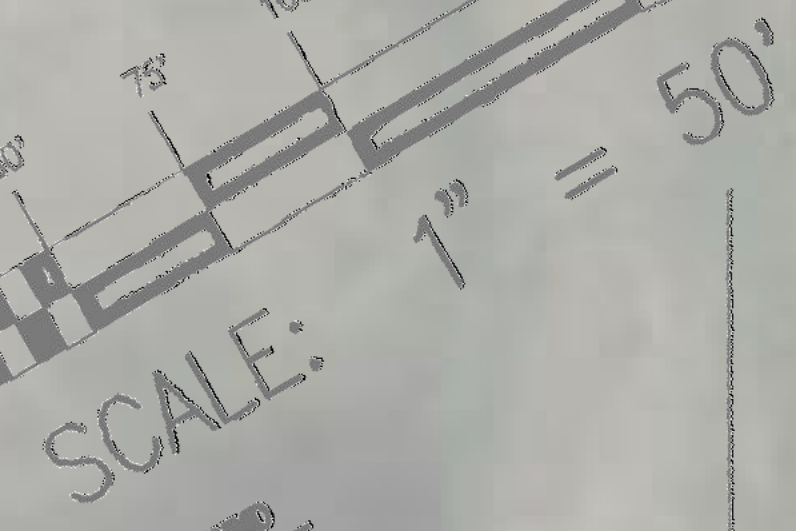
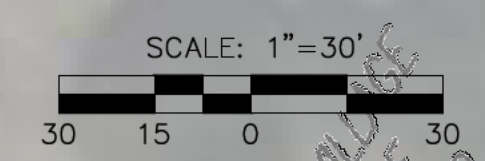
STATE OF TEXAS
 COUNTY OF TRAVIS
 I, Steve Cannon and Annette Cannon, owners of 2.688 Acres in the JONATHAN BURLESON SURVEYS, A - 18 & A - 2018, in Bastrop County and Travis Counties, Texas, do hereby subdivide said tract in accordance with plat shown hereon, subject to any easements or restrictions heretofore granted to be known as **CANNON ADDITION**, and do hereby dedicate to the public the use of the easements as shown hereon.
 Witness my hand this the 11 day of July, 2002, A.D.
 Steve Cannon
 Annette Cannon

Accepted and approved before me on this _____ day of _____, 2002, by Steve and Annette Cannon.
 Notary Public, State of Texas
 Patted Name _____
 of _____
 Commission, City of Elgin, Texas, on this _____ day of _____, 2002.
 ATTEST: _____
 Secretary

143.86 Sq. Ft.
0.003 Acres
IN BASTROP COUNTY

JONATHAN BURLESON SURVEY, A-2018
TRAVIS COUNTY
BASTROP COUNTY
JONATHAN BURLESON SURVEY, A-18

ELGIN WEST COUNTRYSIDE
SECTION ONE, PHASE 2
1/178A BCPR



- IRON ROD FOUND
- 6x6 POST AND SET
- UTILITY POLE
- WATER METER
- ELECTRIC LINE
- ENERGY CONTROL
- MAN HOLE

RAYMOND JOHNSON ROAD
(50' ROW)

FARM TO MARKET ROAD
(80' ROW)

COUNTY LINE ROAD
(60' ROW)

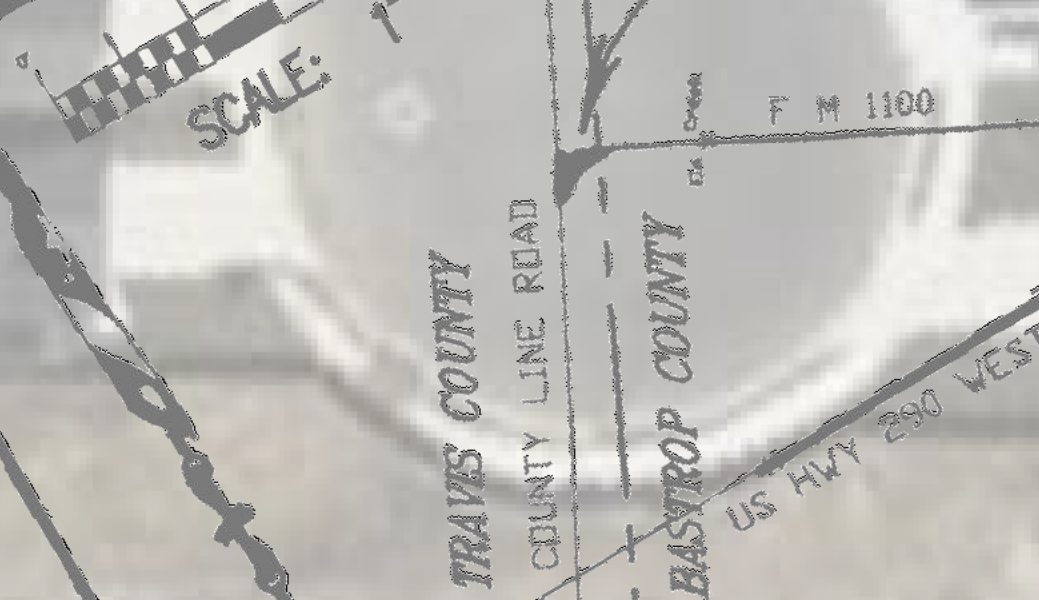
2.688 Acres

0.2 Acres

PROPOSED BUILDING
8,000 SF

182'

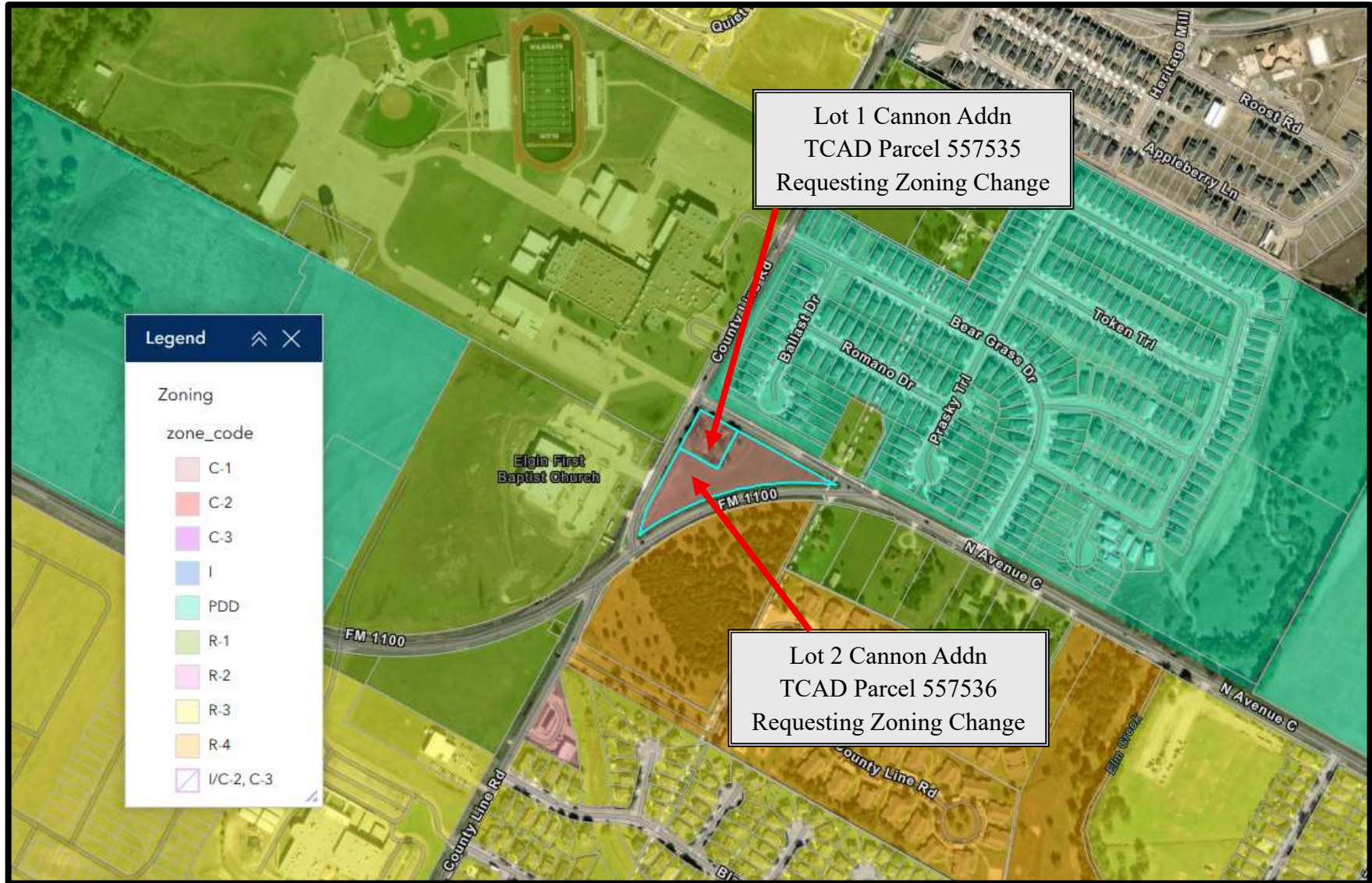
No. 1100



THIS ENTIRE SUBMISSION LIES WITHIN THE CITY LIMITS OF THE CITY OF ELGIN, BASTROP COUNTY, TEXAS ON THIS THE _____ DAY OF _____, 2002.

Notarized by a Notary Public. DOES NOT APPLY that person will be free from all consequences. He/she is not responsible for the accuracy of the information provided.

Vicinity Map



Planning and Zoning Commission Members and City of Elgin Planning and Zoning Department,

I am writing to provide feedback on the requested zoning change for 13919 County Line Rd **Project #202600004, proposing a rezone from C-1 to C-2.**

I am a resident of the Peppergrass neighborhood directly north of this site, and my home is located within 500 feet. I strongly oppose this zoning change.

The proposal would allow a 10-pump gas station with a drive-through, placing a high-intensity commercial use directly across from homes, First Baptist Church Elgin, and the high school. This scale and type of use is not compatible with the surrounding residential and institutional uses. While the application highlights benefits to the landowner, it does not address the impacts on adjacent residents or broader planning considerations.

From a planning and neighborhood perspective, several concerns arise to me:

Land Use Compatibility - Zoning decisions should promote compatible transitions between commercial and residential areas. A gas station with a drive-through represents a higher-intensity use than typical C-1 neighborhood commercial and introduces extended hours, traffic, lighting, and noise immediately adjacent to homes. This proposal does not reflect an appropriate transition in intensity and instead creates a sharp edge between residential uses and a high-activity commercial operation.

Overconcentration of Similar Uses - Within 1 mile there are already two gas stations with fuel, alcohol sales, and food service. Within 2 miles there are approximately ten. Approving another gas station risks overconcentration of a single use, which can undermine corridor diversity and limit opportunities for neighborhood-serving businesses more aligned with C-1 intent. This raises the question of whether this rezoning advances community need or primarily expands an already saturated use category in Elgin.

Traffic Impacts - This intersection already experiences substantial traffic from school activity, truck movement to developments, and said ongoing development. A gas station with a drive-through introduces increased turning conflicts, vehicle backups and idling, delivery truck activity, and peak traffic overlap with school traffic. The under construction apartment complex just south will further increase traffic. With no planned TXDOT improvements to FM 1100, these impacts are likely to worsen. Rezoning to allow a higher-intensity use before transportation capacity is addressed may be premature.

Noise, Light, and Quality-of-Life Impacts

Residents along County Line Road and adjacent in Peppergrass already experience continuous roadway noise that is audible inside our homes. My home backs up to County Line Road, and although I knew of the planned updates and purchased knowing that the abundance of neighbors which are inconsiderate and have loud exhausts, or play loud music has made our homes unpeaceful during busier traffic times. A gas station would introduce additional late-hour operational noise, including engines, music, deliveries, and drive-through activity. Gas stations also generate high levels of nighttime lighting. Streetlight installation along County Line Road has already reduced nighttime darkness for adjacent homes; additional commercial lighting would further affect residential livability. These are typical characteristics associated with this use and are especially impactful when located directly adjacent to homes.

Precedent and Long-Term Planning

Rezoning from C-1 to C-2 at a neighborhood edge establishes a precedent for allowing higher-intensity commercial uses next to residential areas. Such incremental intensity increases shift corridor character away from neighborhood-serving commercial purposes. Careful consideration is warranted before establishing this precedent especially as this area develops with more homes. The tract already has viable development potential under C-1 zoning. Elgin is lacking in commercial uses that could better serve nearby residents while maintaining compatibility with surrounding homes, schools, the church. Rezoning is not necessary to make the property usable or profitable; it is a request to allow a more intensive use which also has negative effects to those of us adjacent.

Please consider keeping in place the C-1 zoning and help ensure any planned use better aligns with neighbors and Elgins needs.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PUBLIC HEARING ON A REQUEST BY VINCENT GERARD & ASSOCIATES, AGENT FOR RAFIQMOHAMMAD N. DHUKA, PROPERTY OWNER, TO GRANT A VARIANCE TO THE DISTANCE PROHIBITION FOR THE SALE OF ALCOHOL PER SEC. 8-20. PLACES WHERE ALCOHOLIC BEVERAGES MAY NOT BE SOLD. (A)(1), ALLOWING THE SALE OF ALCOHOL (BEER AND WINE) FROM A PROPOSED CONVENIENCE MARKET AND FUEL STATION AT 13919 COUNTY LINE ROAD. (BEAU PERRY - CITY ENGINEER)

DEPARTMENT: Development Services

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

BACKGROUND:

The owner of the two tracts has proposed construction of an 8,000 square foot supermarket, including alcohol sales, which the applicant claims is necessary for the business. Per Sec. 8-20(a)(1), alcohol sales are not allowed within 300 feet of a public school. The Elgin High School is located within 100 feet as measured in a direct line between property boundaries per Sec. 8-20(b)(1). The applicant is requesting a variance from this code to allow for the sale of alcohol within that proximity to a school.

Notices were mailed to property owners within 200 feet of this property. The school district has been informed of this variance request.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Variance Staff Report
2. Vicinity Map Variance
3. Redacted Variance Application

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

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



Development Services Department

STAFF REPORT

Ordinance Variance Request

Project #202600005

Date: February 23, 2026
Applicant: Vincent Huebinger
Meeting Date: March 17, 2026 (City Council)
Location: 13919 County Line Rd, TCAD Parcels 557535 (Lot 1 Cannon Addn) and 557536 (Lot 2 Cannon Addn) at the intersection of FM 1100, County Line Road, and Raymond Johnson Rd.

APPLICATION SUMMARY

Applicant is proposing construction of an 8,000 square foot supermarket. The size, as well as intended sale of gasoline and alcohol, require rezoning from C-1 Neighborhood Shopping District to C-2 General Commercial District.

This location is in close proximity to Elgin High School and to the First Baptist Church of Elgin. For this reason the applicant is requesting a variance from the section of the code prohibiting sale of alcohol within proximity of a school and/or church.

DEPARTMENT COMMENTS

City of Elgin code prohibits sale of alcohol within 300 feet of a church, public school, private school, or hospital, per [Sec. 8-20\(a\)\(1\)](#).

Per [Sec. 8-20\(b\)](#):

- 1) The measurement of the distance between the place of business where alcohol is sold and a church or public hospital is measured along property lines of street fronts and from front door to front door.
- 2) The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections.

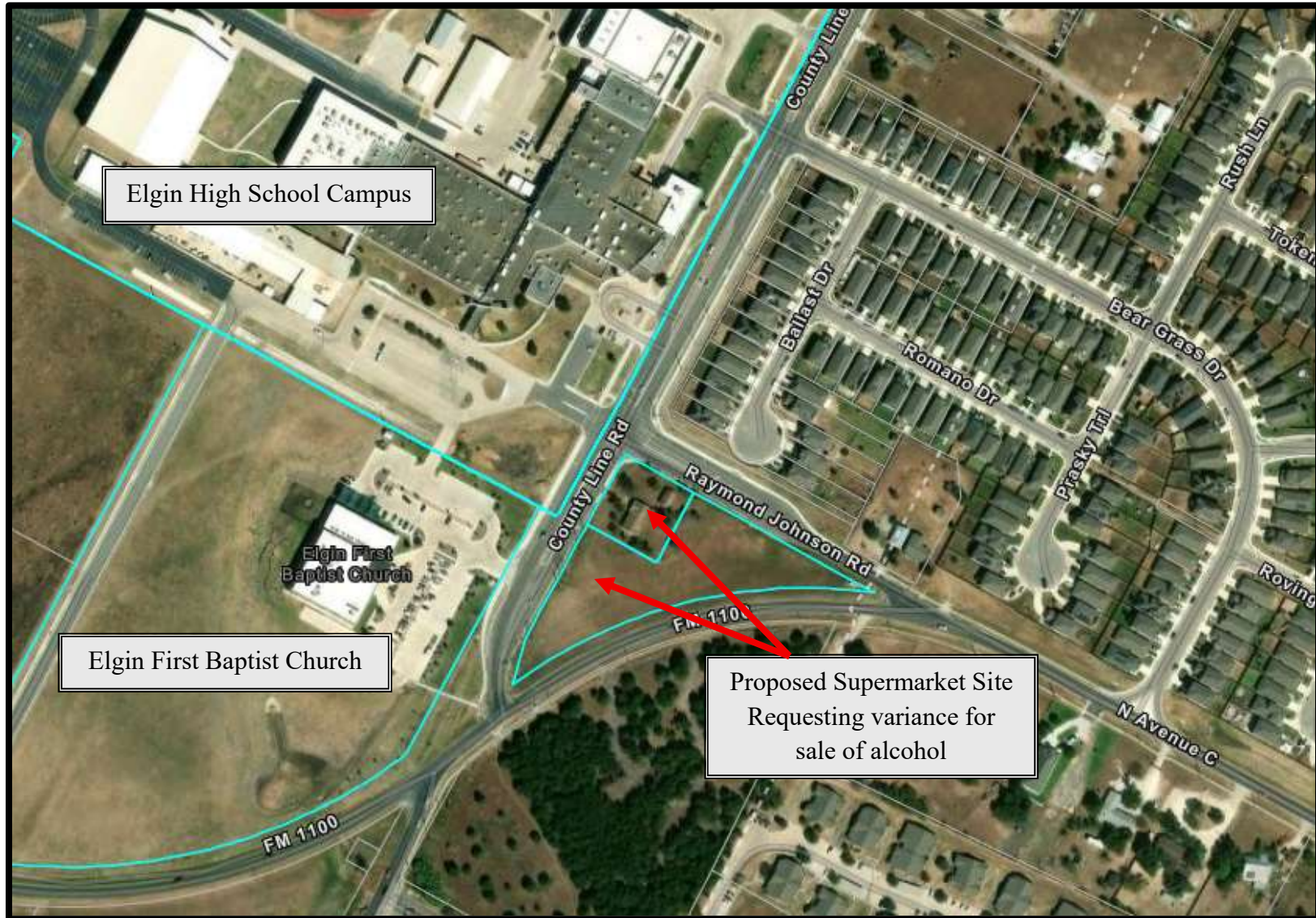
Elgin Baptist Church is not within 300 feet door-to-door.

Elgin High School is within 300 feet in a direct line between property lines.

ATTACHMENTS

1. Vicinity Map
2. Application
3. Owner's Authorization Forms
4. Letter of Request
5. Proposed Site Plan

Vicinity Map



ORDINANCE VARIANCE APPLICATION

Date: 1/27/2026

SITE INFORMATION

Project Address: 13919 County Line Rd Elgin TX 78621

Parcel Identification Number (if no address): 557536

APPLICANT

Name: Vincent G. Huebinger - Vincent Gerard & Associates

Postal Address: **INFORMATION REDACTED**

INFORMATION REDACTED

E-Mail Address: **INFORMATION REDACTED**; Phone Number: **INFORMATION REDACTED**

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

	<u>Vince Huebinger - President</u>	<u>1/23/2026</u>
Signature	Printed Name	Date

Project Description:

We respectfully request a variance from section 8.20 for separation from property lines on offsite consumption alcohol sales. The minimum 300' setback will not be met (189' from door to property line). See summary letter for more description filed with this request. Landowners authorization is included in this application.



Mr. Beau Perry
Development Services Director
City of Elgin Texas

Date 01/22/2026

RE: Landowner Authorization Letter, 13919 County Line Road Elgin Texas 78621. Cannon Addition Lots 1 & 2, Lot 1 @ 0.588 acres, Lot 2 @ 2.092 acres.

Mr. Perry,

As landowners of the property described in the above address and legal description, we hereby authorize Alvin Momin and their agent Vincent Gerard & Associates to file all appropriate Zoning applications, variances, resubdivision, site plans, permits, and waivers associated with the proposed Convenience Market, fuel station and Beer and Wine sales for the above specified legal description and address listed above.



Signature

FURTHER, Affiant sayeth not.

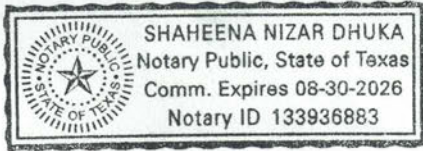
Rafiqmohammad Noorji Dhuka

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January

2026 by Rafiqmohammad Noorji Dhuka.

Shaheena



Notary Public, in and for the State of Texas

My commission expires:

08/30/2026

Mr. Beau Perry
Development Services Director
City of Elgin Texas

Date 01/22/2026

RE: Landowner Authorization Letter, 13919 County Line Road Elgin Texas 78621. Cannon Addition Lots 1 & 2, Lot 1 @ 0.588 acres, Lot 2 @ 2.092 acres.

Mr. Perry,

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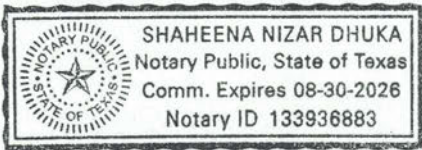
Signature

FURTHER, Affiant sayeth not.

RAFI MOHAMMAD NOORJI DHUKA

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January,
2026, by Rafiqmohammad Noorji Dhuka.



Notary Public, in and for the State of Texas

My commission expires:

~~01/13/2020~~ 08/30/2026
Shaheena



Vincent Gerard & Associates, Inc.

Mr. Beau Perry
Development Services Manager
Elgin Texas

January 23, 2026

Summary Letter for 13919 County Line Road, Market & Deli Rezone and Variance. Legal Subdivided Lots 1 & 2, Cannon Addition Application and Variance Request (prop. ID 557536 & 557535).

Mr. Perry;

We respectfully request a rezone for this 2-lot property located on County Line Road and Raymond Johnson Road to allow an 8,000 sq ft Market & Deli with 10 covered gas pumps on a 2.68-acre property. The concept is for an upscale market & Deli with fresh meat and delicatessen counters as an in-store or take-out eatery. It will also incorporate a drive through window. The buyers want to cater to the surrounding neighborhood homeowners and school. With the 8,000sq.ft. Market & Deli and the gas pumps, we will require a rezone to C-2 General Commercial zoning by City Council for both lots. We would also respectfully request to include beer and wine sales without on premises consumption within the 300' property line distance from a school and a church. We have included a preliminary site plan for your zoning review. As you are aware, this area is exploding with development projects, and our clients have determined that this tract is located at a prime spot for a large market that sells fuel, deli meats and cheeses, food, drinks, coffee, beer and wine, convenience goods, and assorted essentials for the surrounding residential homeowners. Unfortunately, the tract is located within 300' of the Elgin High School and First Baptist Church of Elgin and requires a variance. With the High School nearby, the Market & Deli will cater to the high school students for lunches and after-school snacks.

Section 8.20 "Places where alcoholic beverages may not be sold", this code does not allow alcoholic beverages to be sold on any premises located within 300' of any church public or private school without a variance. 8.20 (F) (1&2) removes the 1,000' separation distance if the retail off-premises consumption Permit or license is less than 50% of the gross receipts, overall (F-1) and excluding the motor fuel tax, (F-2) is from the sale or service of alcoholic beverages. However, Section 8.20 (E) does allow City Council to approve/deny a variance in these regulations with conditions. We would like to discuss some of those conditions.

- a) *Regulation is not in the best interest of the public*; This is for City Council to decide. However, our team has concluded this is an arbitrary determination that was instituted post-Prohibition by TABC and copied over to many municipalities. Public interest can be argued on both sides of the table. For instance, if you are concerned with the church members or school kids' access to beer and wine purchases, we feel that an arbitrary distance to alcohol sales doesn't remove any of the access concerns. If the High School kids want to get alcohol, they will find a way, but the least likely location would be at this market close to the school. This is where teachers and

administrators as well as the First Baptist church congregation, not to mention the thousands of area residents who would love nearby access to these goods and services. The client is offering to mandate all alcohol & tobacco purchases require a valid ID within their registers prior to purchase to avoid any mistakes.

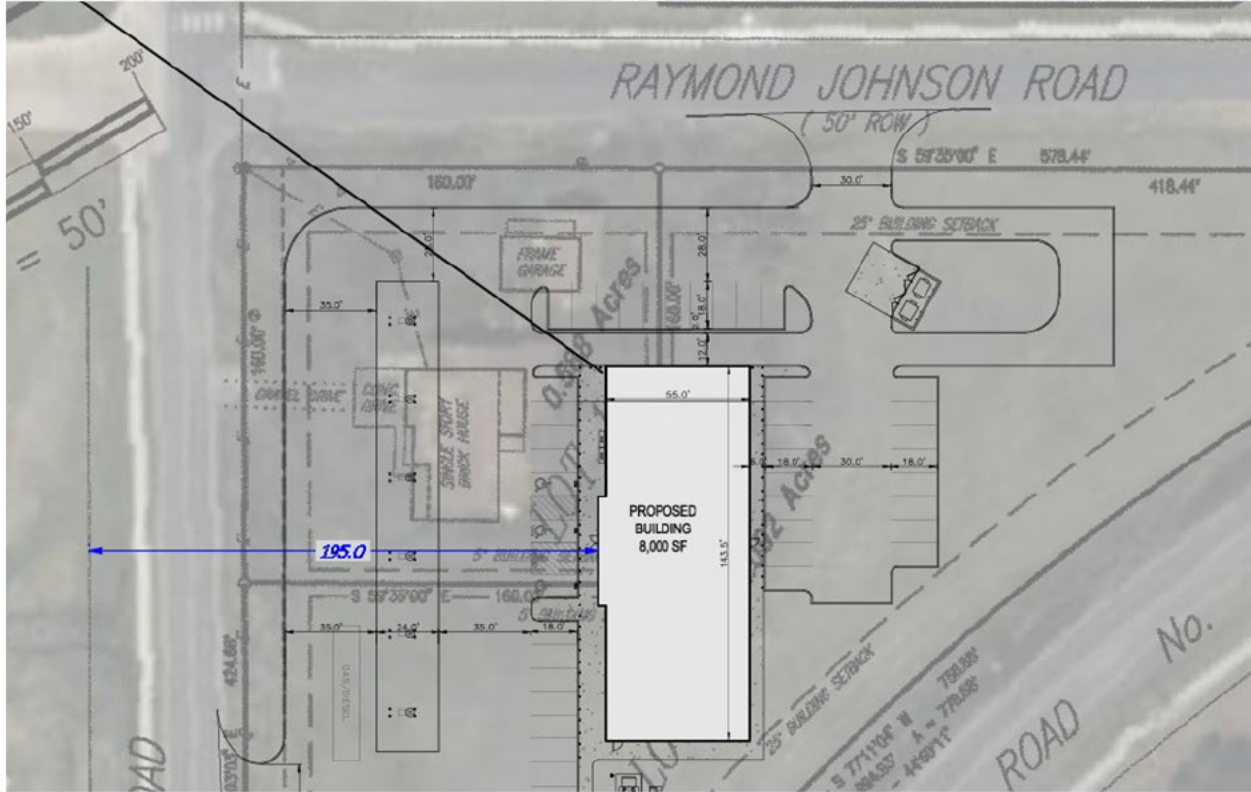
- b) *Constitutes waste or inefficient use of land or other resources;* The Market & Deli will generate a lot of ad valorem sales tax revenue for the city and our client cannot risk the \$6 million dollar investment without the variance. With this substantial investment, the Market & Deli will need to have beer and wine sales (offsite consumption only) available to the thousands of Elgin rooftops within a one (1) mile radius. If the variance is not granted, the client cannot go through with the purchase of the property. For the inefficient use of land, as a land planner, we must routinely discuss other land use concepts that would work at specific site locations. We cannot think of anything else with a higher and better use than a Market & Deli with fuel sales for this site. A standard C-1 retail site would be not as viable for the consumers or for the city tax base. Further, our client has had this distance setback waived by TABC on two previous occasions, one by posting a \$5,000 bond to TABC.
- c) *Creates an undue hardship on an applicant:* This is probably one of the strongest arguments in favor of the variance. Allowing the Market & Deli without the beer and wine sales for all the adults who live and invest in the Elgin nearby neighborhoods, shops and stores within the 1-mile radius, would decrease the clients' profits by at least 15%. The profit margins for this market are not great enough to withstand the 15% loss of gross profits. The client's decreased profits would also decrease the sales tax revenue (2%) for the city. As such, the proposed project will not be viable without the off-site consumption of beer and wine.
- d) *Does not serve its intended purpose, is not effective or necessary;* In our opinion, there is no doubt that the required separation distance for alcohol sales is ineffective and not necessary. This is an old and antiquated rule put in place by the TABC after Prohibition that most jurisdictions follow. TABC routinely waives this distance when requesting a license to sell alcohol by the applicant posting a \$5,000 assurance bond. TABC rules from churches are measured from door to door. The store and church doors are over 525' separation distance for this application. The front door of the proposed market and deli is 193' away from the high school property line. As stated above, if school kids or parishioners do not have the fortitude to follow the state law for legal consumption of alcohol, to indicate that merely the proximity by location for sales is too much of a concern for a land use decision, those school kids will still find a way to violate the law at some other establishment elsewhere.

Since TABC routinely waives this requirement and this would benefit the Elgin community, we respectfully request you approve of this variance. Our clients have an absolute spotless record with TABC in their past stores, and they would like to become contributors to the economy of the Elgin community.

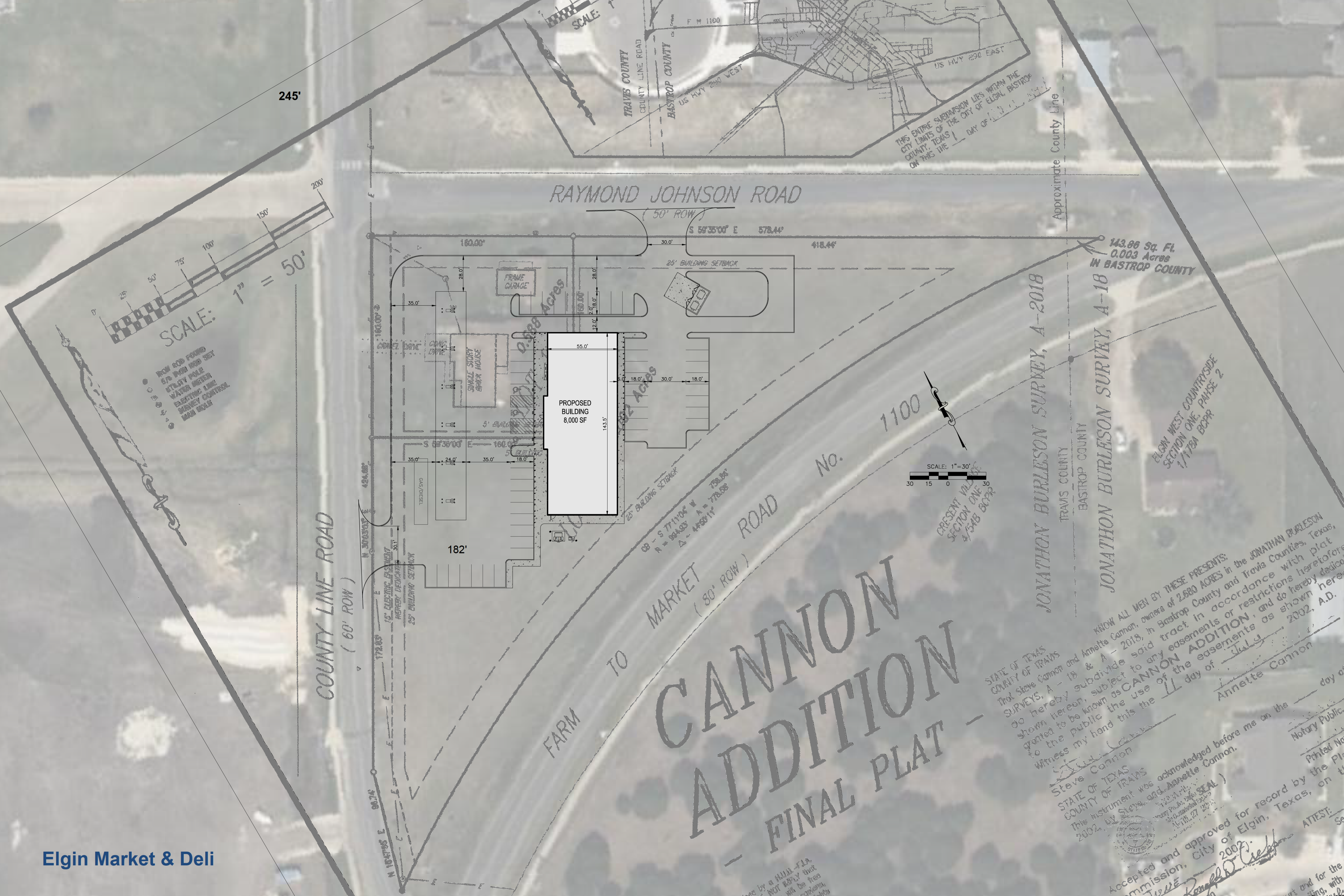
Sincerely

Vincent G. Huebinger

Location map



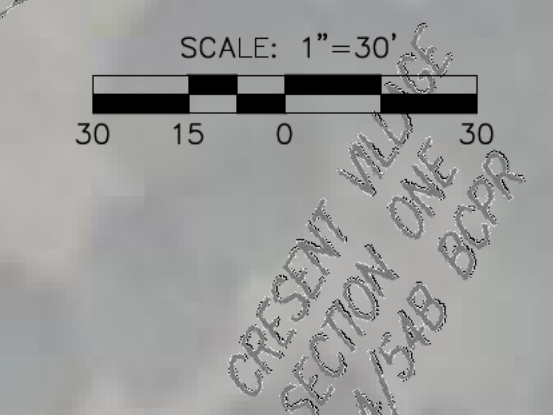
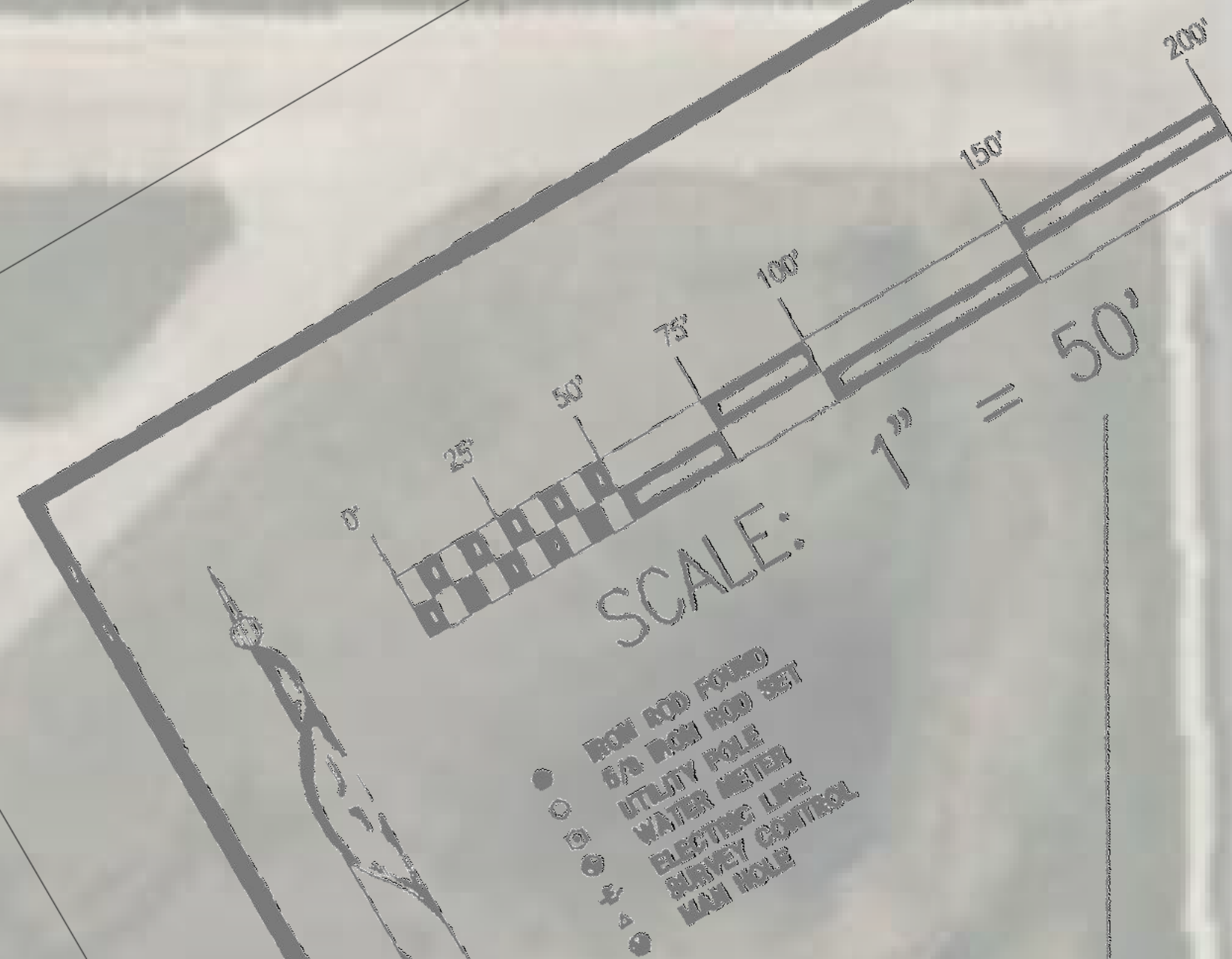
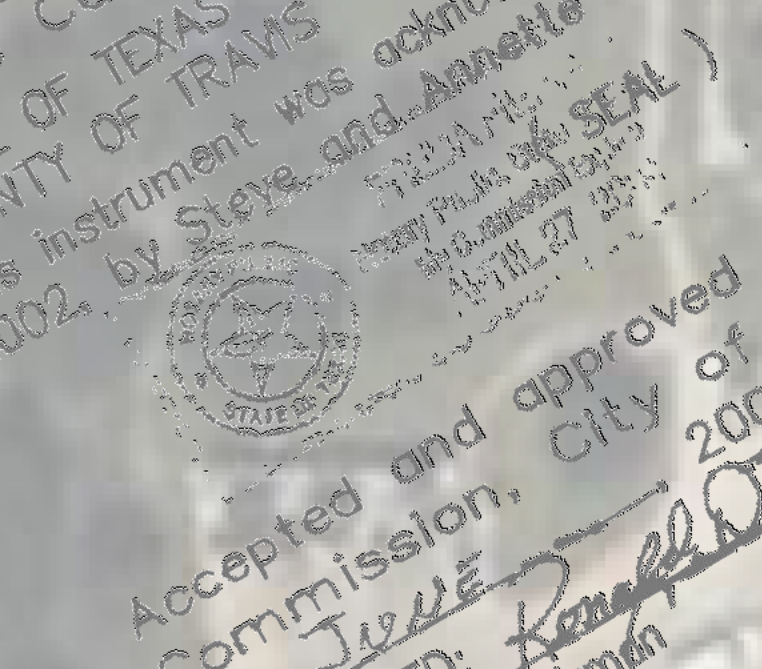
Distance Exhibit front door to property line



CANNON ADDITION - FINAL PLAT -

STATE OF TEXAS
 COUNTY OF TRAVIS
 I, Steve Cannon and Annette Cannon, owners of 2.680 ACRES in the JONATHAN BURLESON SURVEYS, A - 18 & A - 2018, in Bastrop County and Travis Counties, Texas, do hereby subdivide said tract in accordance with plat shown hereon, subject to any easements or restrictions heretofore granted to be known as **CANNON ADDITION**, and do hereby dedicate to the public the use of the easements as shown hereon.
 Witness my hand this the 11 day of July, 2002, A.D.
 Steve Cannon
 Annette Cannon

Accepted and approved before me on this _____ day of _____, 2002, by Steve and Annette Cannon.
 Notary Public, State of Texas
 Patted Name _____
 of _____
 in and for the County of _____, Texas, on this _____ day of _____, 2002.
 ATTEST: _____
 Secretary



245'

143.86 Sq. Ft.
0.003 Acres
IN BASTROP COUNTY

JONATHAN BURLESON SURVEY, A-2018
 TRAVIS COUNTY
 BASTROP COUNTY
 JONATHAN BURLESON SURVEY, A-18

ELGIN WEST COUNTRYSIDE
 SECTION ONE, PHASE 2
 1/178A BOPR

RAYMOND JOHNSON ROAD

FARM TO MARKET ROAD No. 1100

COUNTY LINE ROAD (60' ROW)

(50' ROW)

(80' ROW)

2.680 Acres

0.2 Acres

PROPOSED BUILDING 8,000 SF

FRAME GARAGE

SHARLE STORY BRICK HOUSE

182'

CB - S 77.1104° W 129.82'
A = 264.83' Δ = 445.01'
S 58°35'00" E 578.44'

S 58°35'00" E 578.44'

S 58°35'00" E 100.00'

S 77.1104° W 129.82'

Δ = 445.01'

A = 264.83'

S 77.1104° W 129.82'

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S 77.1104° W 129.82'

Δ = 445.01'

A = 264.83'



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Elgin Police Department Annual Racial Profiling Report (Chief Chris Noble)

DEPARTMENT: Police

PROPOSED ACTION: No action required.

BACKGROUND:

The Elgin Police Department contracts with Del Carmen Consulting, LLC. to provide analysis of data collected from all vehicle stops, and any subsequent searches to identify any patterns of behavior or bias by officers of the Elgin Police Department. The data collected is used to prepare a Racial Profiling Report as mandated by State law. Dr. Alex Del Carmen has prepared a presentation of his findings for the City Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. 2025 Elgin Racial Profiling Report-Compressed

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

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


ELGIN POLICE DEPARTMENT

2025 RACIAL PROFILING REPORT



DEL CARMEN
Consulting®

LAW ENFORCEMENT EXPERTS



"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

January 15, 2026

Elgin City Council
310 N. Main St.
Elgin, TX 78621



Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law, originally enacted by the Texas Legislature in 2001, was designed to address concerns regarding racial profiling practices in law enforcement. Throughout the preceding calendar year, the Elgin Police Department, in full compliance with statutory requirements, systematically collected and reported traffic and motor vehicle-related contact data for the express purpose of identifying, evaluating, and addressing any potential concerns regarding racial profiling practices within the department.

Since its initial enactment, the Texas Racial Profiling Law has undergone significant legislative modifications. During the 2009 legislative session, the law was amended to incorporate additional data collection and reporting requirements. Subsequently, in 2017, the Texas Legislature passed two landmark pieces of legislation: House Bill 3051, which standardized racial and ethnic classification categories, and the Sandra Bland Act (Senate Bill 1849), which substantially expanded data collection mandates and analytical requirements. The Sandra Bland Act represents the most comprehensive legislative framework in Texas history pertaining to law enforcement contact data requirements. I am pleased to confirm that the Elgin Police Department has satisfied all statutory requirements, and the documentation contained herein demonstrates full compliance with these legislative mandates.

This annual report is organized into distinct sections, each addressing specific components of the compliance framework. Section One contains the table of contents, providing navigational guidance throughout the document. Section Two presents documentation demonstrating the Elgin Police Department's compliance with the procedural requirements established under the Texas Racial Profiling Law, including evidence of mandatory training protocols for all sworn personnel on racial profiling prevention, as well as the institutionalization of formal compliment and complaint processes as required by statute.

Section Three contains comprehensive statistical data pertaining to motor vehicle-related contacts, as defined by applicable law, occurring between January 1, 2025, and December 31, 2025. This section includes the Tier 2 reporting form, which must be submitted to the Texas Commission on Law Enforcement (TCOLE) and the local governing authority by March 1 of each calendar year. All data presented in this report was compared against the Fair Roads Standard, a baseline measure derived from U.S. Census Bureau data. The analytical findings and corresponding recommendations are presented in detail within this section.

The final section of this report contains reference materials, including the original text of Senate Bill 1074 (the Texas Racial Profiling Law) and the Sandra Bland Act (current governing law). Additionally, this section includes a comprehensive listing of compliance requirements established by TCOLE. The findings documented in this report substantiate the Elgin Police Department's ongoing commitment to full compliance with the Texas Racial Profiling Law and its commitment to constitutional policing practices.

Respectfully submitted,

Alex del Carmen, Ph.D.
Criminologist

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Informing the Public on the Process of Filing a Compliment or Complaint with the Elgin Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Elgin Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Elgin Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Elgin Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Elgin Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Elgin has been included in this report.

It is important to recognize that the Chief of the Elgin Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Elgin Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.



Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting - audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) - see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)

2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.

B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.

C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.

D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.

E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
 2. The driver and passengers are questioned about things that do not relate to the traffic violation
 3. The driver and passengers are ordered out of the vehicle
 4. The officers visually check all observable parts of the vehicle
 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
 6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
 - 1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
 - 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
 - 3. Vehicle is rented
 - 4. Driver is a young male, 20-35
 - 5. No visible luggage, even though driver is traveling
 - 6. Driver was over-reckless or over-cautious in driving and responding to signals
 - 7. Use of air fresheners

- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

- A. Thinking about the totality of circumstances in a vehicle stop

- B. Vehicle exterior
 - 1. Non-standard repainting (esp. on a new vehicle)
 - 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
 - 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
 - 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

- C. Pre-stop indicators
 - 1. Not consistent with traffic flow
 - 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
 - 3. Driver begins using a car- or cell-phone when signaled to stop
 - 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

- D. Vehicle interior
 - 1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
 - 2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074



Report on Compliments

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/25-12/31/25 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Elgin Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/25-12/31/25.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

Tables Illustrating Motor_Vehicle-Related Contacts

TIER 2 DATA

TOTAL STOPS: 8,955

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	5,289
US Highway	3,245
State Highway	389
County Road	12
Private Property	20

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	298
No	8,657

RACE OR ETHNICITY

Alaska Native/American Indian	53
Asian/Pacific Islander	191
Black	1,460
White	5,204
Hispanic/Latino	2,047

GENDER

Female Total: 3,273

Alaska Native/American Indian	10
Asian/Pacific Islander	56
Black	542
White	1,935
Hispanic/Latino	730

Male Total: 5,682

Alaska Native/American Indian	43
Asian/Pacific Islander	135
Black	918
White	3,269
Hispanic/Latino	1,317

REASON FOR STOP?

Violation of Law Total: 162

Alaska Native/American Indian	1
Asian/Pacific Islander	2
Black	56
White	76
Hispanic/Latino	27

Pre-existing Knowledge Total: 70

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	24
White	24
Hispanic/Latino	20

Moving Traffic Violation Total: 5,434

Alaska Native/American Indian	41
Asian/Pacific Islander	139
Black	812
White	3,055
Hispanic/Latino	1,387

Vehicle Traffic Violation Total: 3,289

Alaska Native/American Indian	11
Asian/Pacific Islander	48
Black	568
White	2,049
Hispanic/Latino	613

Contraband (in plain view) Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	2
Hispanic/Latino	2

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	1	52
Asian/Pacific Islander	5	186
Black	168	1,292
White	260	4,944
Hispanic/Latino	100	1,947
TOTAL	534	8,421

Probable Cause Total: 295

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	123
White	125
Hispanic/Latino	45

Inventory Total: 104

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	21
White	44
Hispanic/Latino	38

REASON FOR SEARCH?

Consent Total: 72

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	8
White	56
Hispanic/Latino	7

Incident to Arrest Total: 57

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	14
White	33
Hispanic/Latino	8

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	1
Asian/Pacific Islander	3	2
Black	102	66
White	121	139
Hispanic/Latino	47	53
TOTAL	273	261

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	3	0
Black	17	85
White	17	104
Hispanic/Latino	7	40
TOTAL	44	229

DESCRIPTION OF CONTRABAND

Drugs Total: 213

Alaska Native/American Indian	0
Asian/Pacific Islander	3
Black	94
White	90
Hispanic/Latino	26

Currency Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	2
Hispanic/Latino	0

Weapons Total: 21

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	8
Hispanic/Latino	5

Alcohol Total: 50

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	8
White	24
Hispanic/Latino	18

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Citation Total: 2,675

Alaska Native/American Indian	30
Asian/Pacific Islander	48
Black	387
White	1,476
Hispanic/Latino	734

Other Total: 25

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	13
Hispanic/Latino	7

Written Warning and Arrest Total: 266

Alaska Native/American Indian	1
Asian/Pacific Islander	3
Black	70
White	130
Hispanic/Latino	62

RESULT OF THE STOP

Verbal Warning Total: 158

Alaska Native/American Indian	2
Asian/Pacific Islander	1
Black	30
White	65
Hispanic/Latino	60

Citation and Arrest Total: 34

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	6
White	21
Hispanic/Latino	6

Written Warning Total: 5,802

Alaska Native/American Indian	20
Asian/Pacific Islander	137
Black	959
White	3,506
Hispanic/Latino	1,180

Arrest Total: 20

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	8
White	6
Hispanic/Latino	5

TIER 2 DATA

ARREST BASED ON

Violation of Penal Code Total: 88

Alaska Native/American Indian	0
Asian/Pacific Islander	3
Black	22
White	38
Hispanic/Latino	25

Violation of Traffic Law Total: 108

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	35
White	54
Hispanic/Latino	17

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 124

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	27
White	65
Hispanic/Latino	31

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	53
Asian/Pacific Islander	0	191
Black	1	1,459
White	1	5,203
Hispanic/Latino	1	2,046
TOTAL	3	8,952



Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	53	30	2	20	1%	1%	1%	0%
Asian/ Pacific Islander	191	49	1	137	2%	2%	1%	2%
Black	1,460	393	30	959	16%	15%	19%	17%
White	5,204	1,497	65	3,506	58%	55%	41%	60%
Hispanic/ Latino	2,047	740	60	1,180	23%	27%	38%	20%
TOTAL	8,955	2,709	158	5,802	100%	100%	100%	100%



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	1%	1%
Asian/Pacific Islander	2%	4%
Black	16%	7%
White	58%	65%
Hispanic/Latino	23%	23%
TOTAL	100%	100%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	1	0	1
Asian/Pacific Islander	5	1	5
Black	168	8	84
White	260	56	157
Hispanic/Latino	100	7	73
TOTAL	534	72	320

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop	Bodily Harm
1	02/17/25	1100 W US Hwy 290	Vehicle Traffic Violation	Both
2	05/15/25	County Line Rd.	Vehicle Traffic Violation	Suspect
3	07/06/25	100 S. Main St.	Vehicle Traffic Violation	Both

Table 5. Search Data

Race/Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/American Indian	1	0	1	1	0%	0%	0%	0%
Asian/Pacific Islander	5	3	2	5	1%	1%	1%	2%
Black	168	102	66	84	31%	37%	25%	26%
White	260	121	139	157	49%	44%	53%	49%
Hispanic/Latino	100	47	53	73	19%	17%	20%	23%
TOTAL	534	273	261	320	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/25-12/31/25.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/25	Data was valid and reliable
2	1	06/01/25	Data was valid and reliable
3	1	09/01/25	Data was valid and reliable
4	1	12/01/25	Data was valid and reliable

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

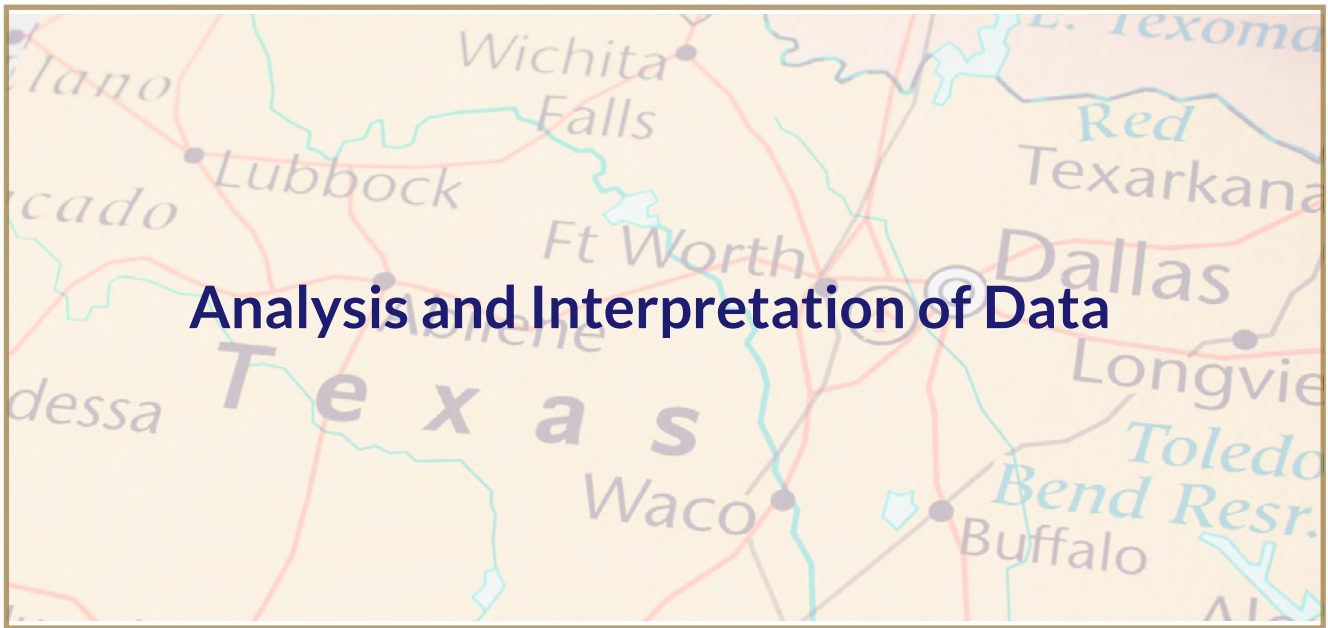
Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	1	33%
White	1	33%
Hispanic/Latino	1	33%
TOTAL	3	100%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	1	0	0	0%	1%	0%	0%
Asian/Pacific Islander	3	1	0	1	3%	1%	0%	1%
Black	22	35	0	27	25%	32%	0%	22%
White	38	54	0	65	43%	50%	0%	52%
Hispanic/ Latino	25	17	0	31	28%	16%	0%	25%
TOTAL	88	108	0	124	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	1	0	0%	0%	0%
Asian/ Pacific Islander	5	3	60%	1%	1%
Black	168	102	61%	31%	37%
White	260	121	47%	49%	44%
Hispanic/Latino	100	47	47%	19%	17%



Legislative Background and Statutory Framework

In 2001, the Texas Legislature enacted Senate Bill 1074, establishing the Texas Racial Profiling Law. This legislation became effective on January 1, 2002, and required all law enforcement agencies in Texas to collect traffic-related contact data and submit annual reports to their respective local governing authorities by March 1 of each calendar year. The original statutory framework remained substantially unchanged until 2009, when the Texas Legislature passed House Bill 3389, introducing significant amendments to the data collection and reporting requirements.

The 2009 legislative amendments, which took effect on January 1, 2010, expanded the definition of reportable contacts to include all motor vehicle-related encounters resulting in the issuance of a citation or custodial arrest. Additionally, the amended statute required law enforcement officers to document whether they possessed knowledge of the individual's race or ethnicity prior to initiating the detention. The 2009 legislation also mandated the inclusion of "Middle Eastern" as a distinct racial and ethnic classification category and established TCOLE as the central repository for annual data submissions.

In 2017, the Texas Legislature enacted two significant pieces of legislation affecting racial profiling data collection requirements. House Bill 3051 eliminated the Middle Eastern classification category and standardized racial and ethnic designations to align with federal reporting standards. Concurrently, the Sandra Bland Act (Senate Bill 1849) was passed and signed into law, representing the most comprehensive legislative mandate in Texas history regarding law enforcement contact data requirements. The Sandra Bland Act, which became effective on January 1, 2018, not only expanded data collection requirements but also mandated detailed analytical assessments addressing the following statutory elements:

1. *A comparative analysis of compiled information pursuant to Article 2.133, including:*
 - a. *Evaluation and comparison of motor vehicle stops within the applicable jurisdiction between persons recognized as racial or ethnic minorities and persons not recognized as racial or ethnic minorities;*
 - b. *Examination of the disposition of motor vehicle stops conducted by agency personnel, categorized according to the race or ethnicity of affected persons, including any searches resulting from stops within the applicable jurisdiction;*
 - c. *Evaluation and comparison of searches resulting from motor vehicle stops within the applicable jurisdiction and documentation of whether contraband or other evidence was discovered during the course of such searches.*
2. *Documentation of all complaints filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.*

Analytical Methodology and Baseline Considerations

In accordance with the Texas Racial Profiling Law and Sandra Bland Act requirements, the Elgin Police Department commissioned an independent analysis of its 2025 motor vehicle contact data. The analytical framework employed in this study incorporated two distinct methodological approaches. The primary analysis involved a comprehensive evaluation of all motor vehicle-related contact data collected during the 2025 reporting period. This analysis measured, as required by statute, the number and percentage of contacts involving individuals classified as White, Black, Hispanic or Latino, Asian and Pacific Islander, and Alaska Native and American Indian, who encountered law enforcement during motor vehicle-related contacts resulting in the issuance of citations, warnings, or custodial arrests.

The Tier 2 data analysis encompassed multiple variables including, but not limited to: the number and percentage of contacts by race and ethnicity; gender distribution; documented reason for the stop; geographic location of the encounter; search activity including search type classification; outcome of the contact; legal basis for any resulting arrest; and any use of physical force resulting in bodily injury. This comprehensive data collection framework enables a thorough assessment of departmental practices and facilitates identification of any patterns warranting further examination.

The analytical framework employed in this report utilized a comparative methodology that assessed 2025 motor vehicle contact data against an established demographic baseline. It should be noted that considerable scholarly debate exists regarding the appropriate baseline measure for analyzing motor vehicle-related contact data. Among available baseline measures, the Elgin Police Department accepted the recommendation to employ the Fair Roads Standard as the primary comparative benchmark. This particular baseline is derived from U.S. Census Bureau data (2020) pertaining to the number of households with vehicle access, controlled for the race and ethnicity of heads of households.

It is important to acknowledge the methodological limitations inherent in utilizing census-derived baseline data for racial profiling analysis. Census data encompasses all residents within a given jurisdiction, regardless of their status within the driving population. Furthermore, census data captures information exclusively pertaining to municipal residents, thereby excluding individuals who may have encountered the Elgin Police Department during the reporting period but reside outside jurisdictional boundaries. In certain municipalities, contacts with non-residents constitute a substantial proportion of all motor vehicle-related encounters recorded during any given reporting period.

In 2002, prominent civil rights organizations in Texas advocated for the adoption of the Fair Roads Standard as the preferred baseline measure for all law enforcement agencies conducting racial profiling analyses. This standard compares census data specific to "households" with vehicle access against "contacts," which represent individual-level counts. This methodological approach introduces the potential for ecological fallacy, as household-level data is being compared with individual-level contact data. Notwithstanding these limitations, the Elgin Police Department elected to employ this comparison methodology to demonstrate institutional commitment to transparency and community accountability. The Fair Roads Standard data utilized in this analysis is specific to the jurisdiction of the Austin-Marble Falls CSA.

Tier 2 Motor Vehicle-Related Contact Analysis (2025)

Examination of the enhanced Tier 2 data collected during the 2025 reporting period reveals distinct patterns in motor vehicle-related contacts. The demographic distribution of contacts indicates that the majority of motor vehicle-related encounters involved White individuals, followed by Hispanic individuals. Among all individuals contacted by law enforcement, the greatest number of citations were issued to White and Hispanic individuals, followed by Black individuals. With respect to written warnings, the majority were issued to White individuals, with Hispanic individuals representing the second largest recipient group.

Analysis of search and arrest data reveals that the majority of searches were conducted involving White individuals. When examining search methodology, the greatest number of consent searches involved White and Black individuals. Similarly, the majority of custodial arrests involved White individuals. Overall, the preponderance of searches resulted in the discovery of contraband. Among searches that yielded contraband, the majority involved White individuals, followed by Black individuals. Among searches that did not produce contraband, the majority involved White individuals.

Arrest data indicates that the majority of custodial arrests involved White individuals. Among arrests originating from alleged violations of the Texas Penal Code, the majority involved White individuals. With respect to use of force, the department reports three instances where physical force was used resulting in bodily injury during the reporting period.

Comparative Analysis

A comprehensive comparative analysis was conducted examining 2025 motor vehicle contact data against census data pertaining to households within Austin-Marble Falls CSA that reported vehicle access in the 2020 Census. This analysis produced the following findings:

The percentage of White, Hispanic, Asian, and American Indian individuals who came into contact with law enforcement was equal to or lower than the percentage of White, Hispanic, Asian, and American Indian households within Austin-Marble Falls CSA that reported vehicle access in the most recent census enumeration. Conversely, the data revealed that a higher percentage of Black individuals came into contact with law enforcement compared to the percentage of Black households that reported vehicle access.

The contraband discovery rate analysis reveals that among all searches conducted during the 2025 reporting period, Black individuals demonstrated the highest contraband hit rate, followed by Asian, White, and Hispanic individuals respectively. This indicates that among all searches performed, the highest percentage of searches resulting in contraband discovery involved Black individuals. The lowest contraband discovery rate was observed among American Indian individuals.

Summary of Findings

As mandated by the current Texas Racial Profiling Law, law enforcement agencies are required to conduct data audits to validate the accuracy and reliability of reported data. In compliance with this requirement, the Elgin Police Department engaged Del Carmen Consulting, LLC to perform independent data audits consistent with normative statistical practices and methodological standards. As documented in the accompanying audit report, the validation process confirms that the data submitted is both valid and reliable.

Furthermore, as required by statute, this report includes a comprehensive analysis of search activity, including documentation of whether contraband was discovered as a result of searches while controlling for the race and ethnicity of searched individuals. The search analysis demonstrates that the Elgin Police Department is engaging in search practices consistent with prevailing national trends in law enforcement and does not reveal patterns indicative of discriminatory practices.

Based upon the analytical findings presented in this report, the following recommendations are offered to ensure continued compliance and institutional best practices:

1. Continue to collect and evaluate supplementary motor vehicle contact data elements, including but not limited to documented bases for probable cause searches and detailed contraband classification, which may prove valuable in assessing the nature and circumstances of law enforcement contacts with all individuals.
2. Commission an independent analysis of contact and search data during the upcoming reporting period to maintain analytical continuity and identify any emerging trends.
3. Continue to commission periodic data audits to ensure data integrity and verify that collected data is consistent with reported data, thereby maintaining the validity and reliability of all submissions.

Conclusion

The comprehensive data analysis presented in this report serves as documented evidence that the Elgin Police Department has achieved full compliance with the Texas Racial Profiling Law and all associated statutory requirements. This report demonstrates that the department has:

- Implemented and maintains a comprehensive racial profiling policy in accordance with statutory requirements;
- Established and publicized procedures for members of the public to file compliments or complaints regarding officer conduct;
- Commissioned periodic data audits to ensure the validity and reliability of all collected and reported data;
- Collected and commissioned independent analysis of all required Tier 2 data elements; and
- Ensured that the practice of racial profiling is expressly prohibited and will not be accepted or tolerated within the organization.

The Elgin Police Department remains committed to constitutional policing practices, equitable treatment of all individuals, and continued compliance with all applicable state and federal requirements pertaining to racial profiling prevention and reporting.

APPENDICES

[This section should include the following reference materials:]

- ✓ Original text of Senate Bill 1074 (Texas Racial Profiling Law)
- ✓ Sandra Bland Act (Senate Bill 1849) - Current governing law
- ✓ TCOLE compliance requirements and guidelines
- ✓ Agency racial profiling policy documentation
- ✓ Training documentation and certifications
- ✓ Complaint and compliment procedure documentation
- ✓ Data audit methodology and validation results
- ✓ Tier 2 data collection forms and submission confirmation



LEGISLATIVE & ADMINISTRATIVE

TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of *what* must be accomplished by an agency but allows wide latitude in determining *how* the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and
(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) [~~7~~] the date of conviction; and

(9) [~~8~~] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race ~~[:~~

~~{(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [~~local~~] law enforcement agency shall submit a report containing the incident-based data [information] compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and

(B) examine the disposition of motor vehicle [traffic and pedestrian] stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle [~~traffic and pedestrian~~] stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle [~~traffic and pedestrian~~] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [~~traffic and pedestrian~~] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [~~traffic or pedestrian~~] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
 - (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino ~~[, Native American, or Middle Eastern descent]~~.

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) ~~[of a particular descent, including Caucasian, African, Hispanic,]~~ Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino ~~[, or Native American descent]~~.

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and

(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;

(2) an attempted suicide;

(3) a death;

(4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

(5) an assault;

(6) an escape;

(7) a sexual assault; and

(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

(1) topics selected by the agency; and

(2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:

(A) civil rights, racial sensitivity, and cultural diversity;

(B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]

(C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and

(D) unless determined by the agency head to be inconsistent with the officer's assigned duties:

(i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and

(ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**ELGIN
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

4/2.07.04 Bias-based Profiling

DEFINITIONS

Bias-based Profiling

The selection of an individual(s) based solely on a trait common to a group for enforcement action. This includes but is not limited to race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group or any other identifiable group.

Racial Profiling

Law enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior, or on information identifying the individual as having engaged in criminal activity, CCP Art. 3.05.

Race Or Ethnicity

A person of a particular descent, including White, Black, Hispanic or Latino, Asian or Pacific Islander, or Alaska Native or American Indian descent, Texas House Bill 3051 (2017-2018).

LAW

Articles 2.131 through 2.138 and Article 3.05 of the Texas Code of Criminal Procedures defines racial profiling and provides the bulk of applicable law regarding racial profiling regulations and monitoring requirements. Other applicable law regarding racial profiling may be found in Section 96.641 of the Education Code, Sections 1701.253 and 1701.402 of the Occupations Code, and Section 543.202 of the Transportation Code.

POLICY

Bias-based profiling in motor vehicle contacts, field contacts, and asset seizure and forfeiture is prohibited. The race, ethnicity, gender, sexual orientation, religion, economic status, age or cultural group of an individual shall not be the sole factor in:

1. Determining the existence of probable cause to take into custody or arrest an individual, or
2. In constituting a reasonable and articulable suspicion that an offense has been or is being committed so as to justify the detention of an individual or the investigatory stop of a motor vehicle.

This policy is established to comply with the requirements of Texas CCP Articles 2.131 – 2.138 (effective 9/1/01). The Department will strive to maintain capabilities of video/audio recording that meet the standards for an exemption to the reporting requirements in accordance with CCP Art. 2.135.

COMPLIMENTS

If citizens want to give feedback in the form of a compliment with respect to each ticket, citation, or warning issued by an officer they may do so by calling us (512-285-5757), by mailing your compliment to 202 Depot St., Elgin, Texas 78621, or e-mailing us at chiefofpolice@pd.ci.elgin.tx.us. Complimenting an Elgin Police department employee may also be done by going to <http://www.elgintx.com/241/Police-Department>, completing and submitting the form.

Verbal commendations may also be given to any department supervisor.

COMPLAINTS

Citizens who wish to file a complaint alleging an act of bias-based profiling will utilize the current complaint process as defined in Section 4/1.02.05 of the Department Manual. Officers who are the subject of a complaint will be provided a copy of any audio and/or video records pertaining to the occurrence on which the complaint is based, if a video and/or audio record was made. Other materials related to the complaint will be provided in accordance with Department policy.

Citizens may also contact the Elgin Police Department if it is believed that the conduct of an employee was inappropriate. This can be done by phone (512-285-5757), by mailing the complaint to 202-Depot St., Elgin, Texas 78621, or e-mailing it to chiefofpolice@pd.ci.elgin.tx.us. The complaint process is slightly more involved to comply with state law regarding complaints on police personnel. The complaint form may be downloaded at <http://www.elgintx.com/241/Police-Department>.

PUBLIC EDUCATION

The Office of the Chief of Police, will establish a program to provide citizens with information regarding the process for filing complaints against officers that they suspect of engaging in profiling practices. This program should include written materials explaining the process in English and Spanish.

CORRECTIVE ACTIONS

Officers who are found to be prohibiting in practices that may indicate bias-based profiling practices will be investigated in accordance within the Department Policy Manual, 4/1.02.05.

DATA COLLECTION

The Department will capture and report all data required under CCP Art. 2.132 pertaining to all Motor vehicle tickets, citation, or warning is issued and to arrests made as a result of those stops. Whether the officer knew the race or ethnicity of the individual detained before detaining that individual; whether the officer used physical force that resulted in bodily injury, as that term is defined in Section 1.07, Penal Code (“means physical pain, illness, or any impairment of physical condition), during the stop;

- a. The location of the stop; and
- b. The reason for the stop.

OFFICER RESPONSIBILITIES

Officers will engage in motor vehicle stops in a manner consistent with state law and Departmental policy. It ultimately is the officer’s responsibility to insure the collection and internal reporting of all required data. Communications system overload or failure does not preclude the responsibility of data collection under the law.

Motor Vehicle Stops

1. Officers will continue to conduct motor vehicle stops in accordance with Department procedures and will maximize officer safety over data-collection concerns. All information will be transmitted in a manner that minimizes radio congestion.
2. Officers will initially provide Communications with the location of the stop, license plate number, or if not available, vehicle description. (The order of this information is not mandated by this policy.)
3. If the officer conducts a vehicular or individual search, the officer will advise Communications that such a search is being made, whether the search is by consent or involuntary.
4. Officers will advise if an arrest is made as a result of the search and will make a written report in accordance with Department procedures, stating the offense charged, the probable cause for the search, (i.e. odor, plain view, furtive movements), and whether contraband was seized.

COMMUNICATIONS RESPONSIBILITIES

The Communications Unit will maintain a system of procedures to collect all data as described in *Officer Responsibilities* section above, and it will provide the necessary equipment and training to its personnel to effectively complete this process. The Communications Supervisor will coordinate with the Patrol Division Commander to establish or amend any procedures necessary to simplify data-collection methods without compromising officer safety and data-collection integrity.

The Department will ensure all Department personnel receive the TCOLE training concerning bias-based profiling mandated by Section 1701.253, Occupation Code, as well as the Department's policy regarding racial profiling in general, as well as its information collection and reporting requirements.

PATROL DIVISION RESPONSIBILITIES

The Patrol Division Commander will insure all sworn personnel comply with the provisions of this policy and state law. These responsibilities include developing and incorporating procedures for training and conducting motor vehicle stops that support the data-collection requirements of this policy, as well as procedures that support an in-car video/audio tape recording system that complies with CCP Art. 2.135. Patrol Division supervisors will be responsible for monitoring officers assigned to them to identify potential profiling practices and provide interdictory guidance, or disciplinary referral as required. Each patrol officer's immediate supervisor will randomly review the video for at least one of his/her motor vehicle stops on a monthly basis to confirm video usage and compliance with profiling law. Each patrol officer's supervisor shall evaluate and compare the number of searches resulting from motor vehicle stops and whether contraband or other evidence was discovered in the course of those searches (SEARCH ANALYSIS), which complies with CCP Art. 2.133.

OFFICE OF THE CHIEF RESPONSIBILITIES

The Office of the Chief will be responsible for oversight of the reporting process. The office of the Chief of Police is responsible for auditing reports to ensure that the race and ethnicity of the person operating the motor vehicle is being reported. This office will conduct an annual administrative review of data collected, to include community and personnel input, in order to amend Department policies and procedures as necessary to insure compliance with bias-based profiling legislation and policy. The Department may identify other training needs based on administrative reviews of data. The office of the chief will coordinate to offer additional training related to bias-based profiling as required. This office is required to publish not later than March 1 of each year an annual report that contains information compiled during the previous year; The Office of the Chief is required to submit an annual report of the information collected to:

- i. The Texas Commission on Law Enforcement; and
- ii. The City Council in accordance with CCP Art. 2.134 (c)

4/2.07.05 Mobile Video Recording Equipment

DEFINITIONS

CCP

Texas Code of Criminal Procedures

MVR

Elements of the Mobile Video Recording Equipment. Wherever the operation of the MVR is referenced such operation includes both the audio and video capabilities of this equipment (wireless body microphone & vehicular equipment).

Racial Profiling

Law enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior, or on information identifying the individual as having engaged in criminal activity, CCP Art. 3.05.

POLICY

This policy establishes procedures concerning the operation of Mobile Video Recording Equipment (MVR) within the Department, responsibilities of personnel, and the storage of the recordings. This policy is established to comply with the requirements of Texas CCP Articles 2.131 – 2.138.

Mobile video/audio equipment has proven valuable in the prosecution of motor vehicle violations and related offenses; in evaluation of officer performance; and in training. It is the policy of this Department to utilize mobile video and audio recording equipment in such a manner as to enhance the effective and efficient delivery of police services, to serve as an asset to prosecution of criminal cases, and comply with state and/or federal law. In order to ensure the most efficient and effective use of MVR equipment, officers shall follow the procedures set forth in this procedure.

OBJECTIVES

The Elgin Police Department has adopted the use of in-car video and audio recording systems in order to accomplish several objectives. These objectives include, but are not limited to:

1. The enhancement of officer safety,
2. The enhancement of officer reporting, evidence collection and court testimony through audio and video documentation of events, actions, conditions and statements made during arrests and critical incidents,

3. The enhanced ability to review probable cause for arrest, arrest procedures, officer and suspect interaction, and evidence for investigative purposes;
4. The protection from false claims of impropriety,
5. As a tool for officer evaluation and training, and
6. To support the requirements of the Department's racial profiling policy.

GENERAL REQUIREMENTS

Officer Responsibilities

MVR equipment shall automatically activate when the emergency warning devices of the vehicle are in operation and/or when the officers' body microphone is activated.

1. In general, officers shall:
 - A. Not erase or in any manner alter video recordings except as prescribed in Department procedures.
 - B. Only use video recording equipment issued and approved by the Department.
 - C. Safeguard all completed video recordings.
 - D. Use the MVR system for all vehicle stops as required by Texas CCP Articles 2.131 - 2.138 and Department policy regarding racial profiling as well as for all other contacts with citizens while on duty as a patrol officer that result in a call for service or an offense report. Use of the MVR system and BWVR are required when an officer makes a stop for all alleged violation of the law or ordinance.

Patrol Command Or Designee

1. Responsible for coordinating MVR system specification for purchase, installation and repair as required.
2. When a complaint alleging an incident of racial profiling is made against an officer, and that incident is recorded on a video recording, provide copies of the appropriate recorded sequence to an officer involved upon written request as required under Texas CCP 2.132(f).
3. Provide copies of the related video recording sequence to the Internal Affairs function on written request for investigatory purposes in accordance with department procedures.

CARE AND MAINTENANCE OF MVR SYSTEM

Officer

1. MVR equipment installed in vehicles is the responsibility of the officer assigned to the vehicle. Officers will become familiar with the MVR system operation and maintain it in accordance with the manufacturer's recommendations.
2. Prior to each shift, officers shall determine whether the MVR equipment is working satisfactorily and shall bring any problems noted at this or other times to the attention of their immediate supervisor as soon as possible.
3. MVR system defects will be reported to the Assistant Chief of Police. The request must accurately describe the MVR system fault.
4. Officers should check for the availability of a car equipped with an operational MVR system and use that car for the remainder of their shift, or until their assigned vehicle's MVR system is repaired.
5. The MVR audio and video recording equipment shall not be deactivated until enforcement actions are completed.
6. The MVR may be manually deactivated during non-enforcement activities such as when protecting accident scenes from other motor vehicles, during parade or funeral escorts, etc.
7. Officers are encouraged to inform their supervisors of any video recording sequences that may be of value for training.
8. If an officer fails to activate, or deactivates any part of the MVR equipment when required during any enforcement action, the officer shall report the reasons for their non-compliance with this policy to their supervisor.

Patrol Supervisor

1. Patrol supervisors shall ensure officers using MVR equipment adhere to established procedures, guidelines and policies. When a supervisor receives a report from an officer that the available recording system was not activated or was deactivated during a required enforcement situation, the supervisor will determine whether to require a written memorandum of the officer detailing the circumstances.
2. Patrol supervisors shall conduct monthly inspections of the MVR equipment to evaluate its operational capability, and will ensure the officer completes a service request if a system fault is identified. Supervisors will notify the patrol commander or designee as soon as practical to request MVR service.

3. At their discretion, supervisors may request MVR recordings from the officer. Nothing contained in this section shall be construed as prohibiting a supervisor from addressing with an officer apparent policy violation, procedural deficiencies with regard to arrest, investigation, interpersonal communications or other officer safety issues that are discovered during review of an MVR recording.

4/2.07.06 BODY WORN RECORDING EQUIPMENT

DEFINITIONS

BWVR Body Worn Video/Audio Recording Equipment

AXON FLEX Name of Camera System issued by the Department

RACIAL PROFILING

Law enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior, or on information identifying the individual as having engaged in criminal activity, CCP Art. 3.05.

EVIDENCE.COM Digital Media storage solution employed by the Department

POLICY

This policy establishes procedures concerning the operation of Body Worn Video Recording Equipment (BWVR) within the Department, responsibilities of personnel, and the storage of the recordings. This policy is established to comply with the requirements of Texas Senate Bill No. 158

Body worn video/audio equipment has proven valuable in the prosecution of moto vehicle violations and related offenses; in evaluation of officer performance; and in training. It is the policy of this Department to utilize body worn video and audio recording equipment in such a manner as to enhance the effective and efficient delivery of police services, to serve as an asset to prosecution of criminal cases, and comply with state and/or federal law. In order to ensure the most efficient and effective use of equipment, officers shall follow the procedures set forth in this policy.

OBJECTIVES

The Elgin Police Department has adopted the use of body worn video and audio recording systems in order to accomplish several objectives. These objectives include, but are not limited to:

1. The enhancement of officer safety,

2. The enhancement of officer reporting, evidence collection and court testimony through audio and video documentation of events, actions, conditions and statements made during arrests and critical incidents,
3. The enhanced ability to review probable cause for arrest, arrest procedures, officer and Suspect interaction, and evidence for investigative purposes;
4. The protection from false claims of impropriety,
5. As a tool for officer evaluation and training, and
6. To support the requirements of the Department's racial profiling policy.

GENERAL REQUIREMENTS

Officer Responsibilities

1. In general, officers shall:

- A. Not erase or in any manner alter video recordings except as prescribed in Department procedures.
- B. Elgin Police Officers and Animal Control Officers only use video recording equipment issued and approved by the Department. Elgin Police Department Reserve officers may use their personal recording devices but all aspect of this policy apply to those devices as well.
- C. Safeguard all completed video recordings.
- D. Use the BWVR system on all vehicle stops as required by Texas CCP Articles 2.131 - 2.138; Senate Bill No. 158; and Department policy regarding racial profiling as well as for all other contacts with citizens while on duty as a patrol officer that result in a call for service or an offense report.
- E. Be properly trained in the use of the BWVR prior to wearing the equipment.
- F. Wear the BWVR on the officer's strong (weapon) side mounted to the department issued head band or other department approved apparel. The BWVR is worn so that it results in the best quality video/audio as seen from the officer's perspective. Primarily this will be at or above the strong side ear mounted to the headband or other approved apparel. Officers should strive to have an alternate mounting location available while on duty in case the primary mounting location becomes impractical or unavailable.

- G. Power on the BWVR system at the beginning of the shift and leave it on throughout the officer's shift. This allows the BWVR system to remain in the ready mode and reduces the time the system requires to buffer during the power up sequence before any recording can occur.
- H. Utilize the BWVR to record all investigative contacts (i.e. motor vehicle and consensual encounters, calls for service, on-view events, etc) during the officer's duty time.
- I. Place the BWVR in Event Mode (record mode) as soon as possible during a contact, investigation, or any incident where the officer is acting under the color of law or any other time where the officer may need to invoke his/her authority as a law enforcement officer. This includes, but is not limited to: motor vehicle stops, pursuits, vehicle searches, response to resistance or aggression situations, statements made by suspects, victims, and witnesses, when advising persons of Miranda rights, interrogations, or other legitimate law enforcement contacts.
- J. Once the BWVR is placed in Event Mode, officers continue to record throughout the entire event to its completion. Officers stop recording during an event only on the order of a supervisor.
- K. Secondary officers arriving on any scene place their BWVR in Event Mode as soon as possible on arriving to assist another officer and continue to record throughout the entire event to its completion. Secondary officers stop recording during an event only on the order of a supervisor or when relieved from that event to respond to a different event.
- L. Officers may consider requests from victims to stop recordings if the information is extremely sensitive and could place the victim in a compromised position. However, all such requests to stop a recording can only be granted with the approval of a supervisor.
- M. During a shift an officer may review recordings or portions of recordings to verify information for the accuracy of a report. This may be done utilizing a smart phone or a department computer.
- N. When a report is generated from an event that has been recorded, officers will articulate in the narrative portion of the report that a video/audio of the event exists and has been uploaded to evidence.com.
- O. Officers immediately report to a supervisor the loss or damage of any part of the BWVR equipment.

Patrol Command Or Designee

1. Responsible for coordinating BWVR system specification for purchase, installation and repair as required.
2. When a complaint alleging an incident of impropriety or racial profiling is made against an officer, and that incident is recorded on a video recording, provide copies of the appropriate recorded sequence to an officer involved upon written request as required under Texas CCP 2.132(f) or other legal requirement or departmental policy.
3. Provide copies of the related video recording sequence to the Internal Affairs function on written request for investigatory purposes in accordance with department procedures.

CARE AND MAINTENANCE OF BWVR SYSTEM

Officer

1. Officers begin their shift with a fully charged AXON FLEX camera. Officers inspect and test the equipment to ensure that it is operating properly. Officers notify a supervisor immediately of any problems with the equipment so the malfunction can be properly documented.
2. When not in use the BWVR remains stored in the charging cradle at the Elgin Police Department.
3. BWVR equipment will be plugged into the charging cradle at the end of the shift in order to download any data and charge the device.
4. Appropriately mark and identify each video event with a event/case number, title with specific offense, and any other identifying category as necessary to later retrieve video for evidentiary or departmental use.

Supervisor

1. Insure that all officers are properly trained in the use and care of the BWVR.
2. Insure that all BWVR equipment is being properly stored and maintained.
3. At least on a monthly basis, randomly review BWVR recordings to ensure that the equipment is operating properly and that officers are using the devices appropriately and in accordance with Departmental policy and procedures. A list of all reviewed recordings is submitted to the Chief of Police by the 10th of each month.
4. Notify Command Staff of any malfunctioning equipment and arrange for immediate repair or replacement.

Command Staff

1. Ensures that all files are securely stored in accordance with state record retention laws and no longer than useful for purposes of training or for use in an investigation or prosecution. In any capital punishment prosecutions, recordings are kept until the offender is no longer under the control of a criminal justice agency.
2. Suspend or limit the access privileges of any officer under investigation for wrong-doing or any officer involved in an officer involved shooting or other serious use of force.

PROHIBITED ACTIONS

1. The BWVR shall not be used to record personal activity.
2. Outside of a call for service or a crime in progress, BWVR equipment is not activated in places where a reasonable expectation of privacy exists, such as a dressing room or restroom. BWVR equipment is also not generally used when officers are on breaks or otherwise engaged in personal activities while on duty.
3. The BWVR shall not be intentionally activated to record conversations with other department or city employees without their knowledge during routine non-enforcement related activities without the permission of the Chief of Police.
4. All images and sounds recorded by the BWVR are the exclusive property of the Elgin Police Department. Officers shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner any BWVR recording without the written permission of the Chief of Police. Accessing, copying, or releasing files without the express written consent of the Chief of Police for non-law enforcement purposes is strictly prohibited and will result in disciplinary action up to and including dismissal.



For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting©
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Sexual Assault Awareness Month 2026 Proclamation

DEPARTMENT: Executive

PROPOSED ACTION: No action is required.

BACKGROUND:

Proclamation recognizing April as Sexual Assault Awareness Month.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proclamation for Sexual Assault Awareness 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.
- This is a routine procedural item and no presentation is planned for the meeting.

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

A PROCLAMATION RECOGNIZING APRIL AS SEXUAL AWARENESS MONTH IN THE CITY OF ELGIN

WHEREAS, April 2026 marks the 25th year of Sexual Assault Awareness Month (SAAM): a time to bring attention to the widespread issue of sexual violence and empower communities; and

WHEREAS, the theme “25 Years Stronger: Looking Back, Moving Forward” honors the movement's history and growth while reaffirming our commitment to a safer future for all; and

WHEREAS, looking back, we remember the survivors and advocates who laid the foundation for change. Moving forward, we renew our focus on prevention, healing, and action. As we celebrate 25 years of SAAM, we recognize how far we’ve come and the work that is still ahead; and

WHEREAS, most women and men who experienced contact sexual violence reported that the person who harmed them was someone they knew (*Chen, et al., 2023*).; and

WHEREAS, over 53% of women and over 29% of men reported experiencing contact sexual violence (*Chen, et al., 2023*); and

WHEREAS, 1 in 5 male victims reported only male perpetrators, 1 in 2 had only female perpetrators, and about 1 in 6 had both male and female perpetrators (*Chen, et al., 2023*).; and

WHEREAS, more than 1 in 4 Black women (29%) in the United States were raped in their lifetime (*Basile et al., 2022*), and 1 in 3 Hispanic women (34.8%) reported unwanted sexual contact in their lifetime (*Basile et al., 2022*); and

WHEREAS, together, we can look back & move forward by reflecting on where we have been, honoring survivors, acknowledging progress, and recommitting ourselves to creating a safer future for all.

NOW, THEREFORE, I, THERESA Y. MCSHAN, Mayor of the City of Elgin, hereby join advocates and communities across the country in recognizing April as Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Elgin to be affixed this 17th day of March 2026.

Theresa Y. McShan, Mayor
City of Elgin, Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Parks and Recreation Advisory Board Quarterly Report

DEPARTMENT: Recreation

PROPOSED ACTION: None.

BACKGROUND:

Parks & Recreation Board Quarterly Report from January 2026 – March 2026.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff has no recommendation.

ATTACHMENTS:

1. Quarter 1 Quarterly Report Parks Board

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

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



Parks & Recreation Board QUARTERLY REPORT

DATE: 03/05/2026

SUMMARY OF ACTIVITIES FROM January 2026 - March 2026

Board Members:

- Charles Brown
- Deja Cooper
- Lacy Hilliard
- Crystie Shibley
- Sarah O’Neal
- Melanie Martin
- Susie Rowe

January 2026

- Activity Report
 - Thomas Memorial Park restrooms were identified as a concern and require future discussion.
 - Discussion on new grills for Elgin Memorial Park and other parks lacking grills. Friends of Elgin Parks will fund approximately 6-7 new grills.
 - Discussion about removing a board member due to unexcused absences.
 - The Board will resume annual park evaluations using standardized rubric. The initial parks for review Elgin Memorial Park and Shenandoah Park.
- Attendance by Board members at meeting(s)
 - Charles Brown – Absent
 - Deja Cooper – Present
 - Lacy Hilliard – Present
 - Crystie Shibley – Present
 - Sarah O’Neal – Present
 - Melanie Martin – Present
 - Susie Rowe – Present

February 2026

- Activity Report
 - Update furniture for Elgin Recreation Center will be passed to the Friends of Elgin Parks.
 - Continued progress of new park grills, Board Chair will email City Manager.
 - Board will make a calendar for Special Events and future meetings.
 - Continued discussion of removing board member due to unexcused absences.
 - Signed up to volunteer during Spring Break with Elgin Parks & Recreation.
- Attendance by Board members at meeting(s)
 - Charles Brown – Absent
 - Deja Cooper – Present



Parks & Recreation Board QUARTERLY REPORT

- Lacy Hilliard – Present
- Sarah O’Neal – Present
- Melanie Martin – Present
- Susie Rowe – Present

March 2026

- Activity Report
 - *Next Meeting: Tuesday, March 24th. 2026*

PROPOSED ACTIVITIES FROM March 2026 – June 2026 MEETINGS

Summarize what the Board will be doing in the coming months, and any upcoming events related to the Board.

- Approval of Eagle Scout Projects.
- Discussion of park audits and next steps.
- Finalize the implementation of new park grills in Elgin Memorial Park and other parks.
- Volunteer at special events during Spring Break:
 - Touch-A-Truck
 - Nature Night
 - Night Sky Explorers
 - Community Potluck
- Create and update new Parks Advisory Board logo.

BUDGET UPDATE (only for EDC)

Not applicable – Parks & Recreation Advisory Board.

RECOMMENDED COUNCIL ACTION

No action requested at this time.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Library Advisory Board Quarterly Report

DEPARTMENT: Library

PROPOSED ACTION: None.

BACKGROUND:

Library Advisory Board Quarterly Report from December 1, 2025 – February 28, 2026.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends reviewing the attached report.

ATTACHMENTS:

1. March 2026 Quarterly Report

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

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



LIBRARY ADVISORY BOARD QUARTERLY REPORT

DATE: 03/2026

SUMMARY OF ACTIVITIES FROM DECEMBER 1, 2025 – FEBRUARY 28, 2026

Board Members:

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

December 2025

- No Meeting

January 2026

- Strategic Planning: 2026 Calendar & Initiatives

February 2026

- Policy Development: Began development on a comprehensive Information Security & Privacy Policy to safeguard patron data and library systems.

Elgin Public Library (EPL) demonstrated significant growth this reporting period, highlighted by an **18% increase in circulation** compared to the same timeframe last year. The library welcomed **6,715 visitors** and added **166 new cardholders**.

EPL saw **2,094 attendees** participate in its diverse programming. A major highlight was a dual-event day featuring the **Sensory Space grand reveal** and **Holiday by the Tracks**, which together drew nearly **300 attendees**. Additionally, the Gingerbread House event had 128 participants. The library's **Space Club**, geared toward ages 8 and up, also saw success in February with over 20 attendees, and **"Yeti Week"** featured themed crafts and a special appearance by a yeti.

In January, the library expanded its digital offerings by launching **Mango Languages**, providing over 70 world language courses and 20+ ESL/ELL options. New community initiatives included a **Parent Support Group** led by a licensed coach, offering parents the opportunity to connect and discover new ways to support their children.

To further support the community, EPL continues its vital partnership with **Bastrop County Cares** by providing transportation passes to assist local residents.



LIBRARY ADVISORY BOARD QUARTERLY REPORT

PROPOSED ACTIVITIES FROM MARCH 1, 2026 – MAY 31, 2026 MEETINGS

Policy & Strategic Development

- **Information Security & Privacy:** Finalize a comprehensive policy to safeguard patron data and focus on responsible data management.
- **Long-Range Plan Update:** Conduct community surveys or focus groups to ensure the new **5-year plan (2026–2031)** reflects current local needs for lifelong learning and digital literacy.

Financial & Facility Planning

- **Budget Planning:** Draft the **FY2027 Operating Budget**, accounting for potential changes in inflation impacts on materials and services.
- **Capital Improvement Plan (CIP):** Identify priority facility projects to maintain **building integrity and safety**, while evaluating **alternative service delivery models**, such as mobile units, to extend the library's reach into underserved areas.
- **Fee Schedule Update:** Review and adjust the library's fee schedule to ensure it remains a responsible steward of public funds while minimizing barriers to service for underserved populations.

Looking ahead to the spring quarter, the Elgin Public Library has a robust schedule of events and transitions planned from March through May 2026. A significant milestone for the library is the **retirement of Youth Services Specialist Melinda Torres** after 22 years of dedicated service; the library will host a retirement reception for staff and the community to honor her legacy.

Seasonal programming includes a **planting workshop** in partnership with Central Texas Plant People, various Spring Break activities, and the "**Books in Bloom**" event. This Read Across America celebration will feature indoor and outdoor family activities, vendors, and book giveaways hosted by the **Friends of the Elgin Library (FOEL)** to promote home libraries. Additionally, the library will host the **Texas History program featuring Fletcher Clark** in March, sponsored by FOEL.



LIBRARY ADVISORY BOARD QUARTERLY REPORT

In **April**, festivities include Easter-themed Storytime and Baby Bookworms featuring a visit from the **Easter Bunny**, a **Día de los Niños** celebration, and the launch of the **eRead Texas platform**, expanding digital access to movies, eBooks, comics, and audiobooks. Adult programming will focus on wellness with "**Purposeful Painting with Takisha**" to support mental health, alongside the annual "**Open Mic Poetry**" event. Community outreach remains a priority through an adoption event for puppies and kittens held in partnership with the **Bastrop County Animal Shelter**.

In **May**, the library will host an **Author Panel** sponsored by FOEL and a **Health Fair** in partnership with local **Wesley Nurse, Nikki Gooch**. Adult patrons can also look forward to a special **Fairy Gardens** workshop. To promote lifelong learning, EPL will offer a series of **Financial Investment classes** presented by a financial advisor with **WoodmenLife**.

BUDGET UPDATE

No update.

RECOMMENDED COUNCIL ACTION

No action needed.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Provide an update on the Bond Refinancing

DEPARTMENT: Finance

PROPOSED ACTION: This agenda item is for discussion purposes and requires no formal action by the City Council.

BACKGROUND:

Preparatory activities—including documentation updates, coordination with legal and financial advisors, and engagement with potential investors—are advancing according to the established calendar.

Market monitoring remains ongoing to identify the optimal issuance window, with particular attention to interest rate movements, investor demand, and comparable transactions in the market.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

No formal action necessary.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review of the FY 2026-27 Budget Calendar

DEPARTMENT: Finance

PROPOSED ACTION: This item is for review and discussion only; no formal action is necessary.

BACKGROUND:

The FY2027 Budget Calendar outlines the timeline and key milestones for developing, reviewing, and approving the annual operating and capital budgets. It guides departments through budget preparation and submission, followed by finance review, leadership discussions, and revisions to align with organizational priorities. The process concludes with executive review and final approval to ensure the budget is in place before the start of the fiscal year.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

This item is for review and discussion only; no formal action is necessary.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Elgin Wildcat Showcase Special Event Application Fee Waivers, Veterans Memorial Park Expansion Rental Waiver, Waiver for Street Closure Thursday, April 9th 1pm-8pm on Depot Street between N Ave B and N Ave C, Event time Thursday, April 9th 5:30pm-7pm. \$1,275.00 (Kristina Alvarez - Main Street Manager)

DEPARTMENT: Community Services

PROPOSED ACTION: None.

BACKGROUND:

The Wildcat Showcase will be hosted in downtown Elgin alongside the Farmers Market and the Elgin Music Festival. The Wildcat Showcase will include student showcases highlighting student success and Visual and Performing Arts to experience, individual booths for campuses and clubs, and serving hot dogs. Event set up begins at 2pm and ends at 7pm, clean up will be done by volunteers. Associated costs for this event is \$1,275.00.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

There is no recommendation from staff.

ATTACHMENTS:

1. Special Event Application Summary - Wildcat Showcase

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

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

SPECIAL EVENT APPLICATION SUMMARY

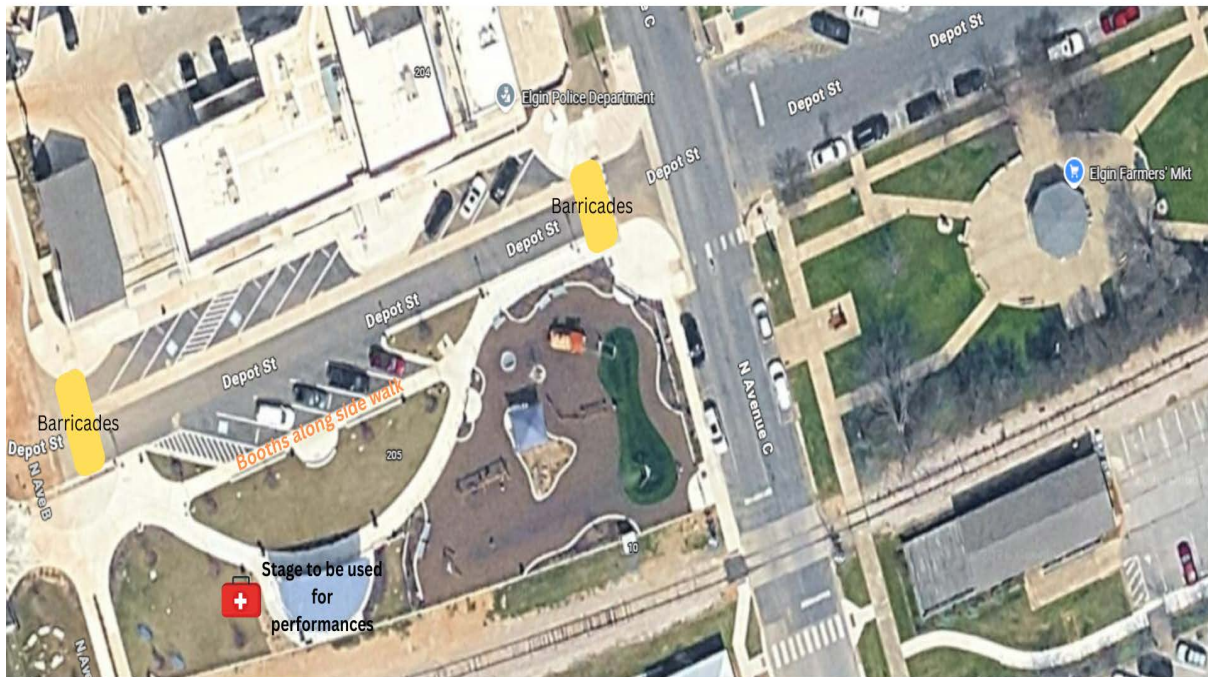
Applying Organization / Individual: Wildcat Showcase

Event Name: Wildcat Showcase

Event Dates / Times:

04/9/2026 1pm Public Works blocks Depot Street between N Ave B St and N Ave C,
2pm-5pm Event Set Up
5:30pm-7pm Event Festivities Begin
7pm-8pm Event Ends, Volunteer Clean Up, Public Works removes road barricades

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



Event Description: The Wildcat Showcase will be hosted in downtown Elgin alongside the Farmers Market and the Elgin Music Festival. The Wildcat Showcase will include student showcases highlighting student success and Visual and Performing Arts to experience, individual booths for campuses and clubs, and serving hot dogs.

Wildcat Showcase				
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
				\$200.00

Description of Fees		Cost by Unit	Total Cost
Special Event Application		\$25	\$25.00
Street Closure: Thursday, April 11th 2026	1 Block	\$50/Block	\$50.00
Veterans Memorial Park, Stage and Events Lawn			\$1,000.00
			\$1,275.00

Total Event Fees	Total Cost	\$1,275.00
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Requested Waivers	
Fee Waiver \$1,275.00	Yes- No barriers to participate, not a fundraiser, no political affiliation



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Elgin ISD Education Foundation Crawfish Festival Special Event Fee Waiver, Elgin Memorial Park Pavilion Rental Waiver, Open Container Waiver, Sound Ordinance Waiver, Saturday, April 11th, 7:00am-8:00pm. \$1,225.00 (Kristina Alvarez - Main Street Manager)

DEPARTMENT: Community Services

PROPOSED ACTION: None.

BACKGROUND:

The Elgin Crawfish Festival will be put on by the Elgin ISD Education Foundation to benefit the students and teachers of Elgin ISD. Crawfish will be cooked, served and consumed at Elgin Memorial Park. The event will include a kids play area, large tent with seating, vendor/student organization booths, and live music. Expected attendance for the event is 250-300. Associated Cost with the event is \$1,225.00

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

There is no recommendation from staff.

ATTACHMENTS:

1. Special Event Application Summary - Crawfish Fest

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

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

SPECIAL EVENT APPLICATION SUMMARY

Applying Organization / Individual: Elgin ISD Education Foundation, Noble Smith

Event Name: Elgin Crawfish Festival

Event Dates / Times:

4/11/2026 7am-9:30am Vendors set up
 10am-6pm Event Festivities
 6pm-8pm Breakdown/Clean Up

Event Location: Elgin Memorial Park Pavilion, Elgin, TX 78621



Event Description: The Elgin Crawfish Festival will be put on by the Elgin ISD Education Foundation to benefit the students and teachers of Elgin ISD. Crawfish will be cooked, served and consumed at Elgin Memorial Park. The event will include a kids play area, large tent with seating, vendor/student organization booths, and live music. Expected attendance for the event is 250-300.

EEF Crawfish Festival Fee Calculation

Hosted By: Elgin ISD Education Foundation

Description of Fees		Cost by Unit	Total Cost
Special Event Application		\$25	\$25
Park Rental : Saturday, April 11 th , 2026		\$1,200	\$1,200
			\$1,225

Total Event Fees	Total Cost	\$1,225.00
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Requested Waivers	
Fee Waiver - \$1,225.00	Yes - Free to participate in, fundraiser, does not have a political affiliation
Open Container Waiver	Yes - Elgin Memorial Park Pavilion from 10AM-6PM 4/11/26
Sound Ordinance Waiver	Yes - Elgin Memorial Park Pavilion from 10AM-6PM 4/11/26



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: PRESENTATION AND ACCEPTANCE OF THE ANNUAL AUDIT REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2025, BY BROOKSWATSON & CO. PLLC. (PAMELA SANDERS - INTERIM FINANCE DIRECTOR)

DEPARTMENT: Finance

PROPOSED ACTION: Following the presentation, City Council will be asked to formally accept the Annual Audit Report for the fiscal year ending September 30, 2025, as presented by BrooksWatson & Co. PLLC.

BACKGROUND:

BrooksWatson & Co. PLLC, the City's independent external auditing firm, will present the results of the Annual Audit for the fiscal year ending September 30, 2025. The audit was conducted in accordance with generally accepted auditing standards and applicable governmental auditing standards to evaluate the City's financial statements, internal controls, and compliance with applicable laws and regulations. During the presentation, representatives from BrooksWatson & Co. PLLC will summarize the scope of the audit, discuss the auditor's opinion on the City's financial statements, and highlight any recommendations for improving financial management practices or internal controls.

Note: The Audit report will be presented at the time of presentation, and available on the City's website the following business day.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends that City Council formally accept the Annual Audit Report for the fiscal year ending September 30, 2025, as presented by BrooksWatson & Co. PLLC.

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDERATION AND POSSIBLE ACTION WITH RESPECT TO THE ISSUANCE OF REFUNDING BONDS UP TO \$12,670,000 TO ACHIEVE A DEBT SERVICE SAVINGS, INCLUDING APPOINTING A PRICING OFFICER, DELEGATING BOND PRICING AUTHORITY TO THE PRICING OFFICER WITHIN ESTABLISHED PRICING PARAMETERS, AND CONSIDERING APPROVAL OF AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ELGIN, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2026; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT, A PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; ESTABLISHING PROCEDURES FOR SELLING AND DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING TO THE BONDS. (PAMELA SANDERS - INTERIM FINANCE DIRECTOR)

DEPARTMENT: Finance

PROPOSED ACTION:

BACKGROUND:

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS:

1. GO Refunding Ord (Delegated) 3.10.2026
2. Timetable_S2026-Refunding_Elgin, City of

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

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

WHEREAS, Chapter 1207 further authorizes the City to enter into an escrow agreement with an eligible trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration, and disposition of any such deposit, upon such terms and conditions as the City and such entity may agree, provided that such deposits may be invested and reinvested in certain eligible securities which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Obligations; and,

WHEREAS, the Escrow Agreement hereinafter authorized by this Ordinance, constitutes an agreement of the kind authorized and permitted by said Chapter 1207; and,

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the Bonds authorized by this Ordinance; and,

WHEREAS, the City deems it appropriate to call for redemption the Refunded Obligations; and,

WHEREAS, the Bonds (hereinafter defined) authorized by this Ordinance are being issued and delivered pursuant to the City Charter and to Chapter 1207, Texas Government Code, as amended, and other applicable laws; and,

WHEREAS, it is considered to be in the best interest of the City that the Bonds be issued; and,

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

SECTION 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The Bonds shall be issued in the aggregate principal amount not to exceed \$12,670,000 for the purpose of providing funds for (i) refunding the Refunded Obligations and (ii) paying the costs of issuing the Bonds.

SECTION 2. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) There initially shall be issued, sold and delivered under this Ordinance fully registered certificates, without interest coupons, which may be in the form of current interest certificates, numbered consecutively from R-1 upward (except the Initial Bond submitted to the Attorney General of the State of Texas which shall be numbered T-1) payable to the initial registered owner(s) (as designated in subsection (c) of this Section), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the "Registered Owner" or the "Owner"), in the denomination of \$5,000 or any integral multiple thereof, maturing not later than July 15, 2045, serially or otherwise on the dates, in the years and in the principal amounts,

respectively, and dated, all as set forth in the pricing certificate to be executed and delivered (the "Pricing Certificate") by the City Manager of the City or the Finance Director of the City (each a "City Officer") pursuant to subsection (b) of this Section. The Pricing Certificate is hereby incorporated in and made a part of this Ordinance.

In the event the Pricing Certificate (and any purchase agreement as provided in subsection (c) of this Section) shall not be executed on or before 5:00 p.m. on September 17, 2026, the delegation to the City Officers pursuant to this Ordinance shall cease to be effective, provided that Bonds priced on or before such time date may be delivered to the initial purchaser(s) thereof after such time and date.

(b) As authorized by Chapter 1207, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, determining which of the callable Series 2013 Certificates, Series 2015 Certificates, Series 2015 Bonds, and Series 2016 Certificates, shall be refunded (collectively, the "Refunded Obligations") under this Ordinance, providing all required notices of redemption for the Refunded Obligations and carrying out the other procedures specified in this Ordinance, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate greater than the maximum authorized by law, and (iii) the refunding must produce a net present value debt service savings of at least 2.0% of the principal amount of the Refunded Obligations, net of any City contribution. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Pricing Officer may not execute a Pricing Certificate unless the minimum required savings as described in this subsection is achieved.

(c) To achieve advantageous borrowing costs for the City, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the City Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the City Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the City Officer, might affect the net borrowing costs on the Bonds.

If the City Officer determines that a series of the Bonds should be sold at a competitive sale, the City Officer shall cause to be prepared a notice of sale and official statement in such manner as the City Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids,

and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the City Officer determines that a series of the Bonds should be sold by a negotiated sale or placement, the City Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the City Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the City. The City Officer, acting for and on behalf of the City, is authorized to enter into and carry out a Bond Purchase Agreement or other agreement for the Bonds to be sold by negotiated sale or placement, with the underwriters or placement purchasers at such price, with and subject to such terms as determined by the City Officer pursuant to subsection (b) above. Each Bond Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the City in connection with the authorization of debt with such changes as are acceptable to the City Officer.

Notwithstanding anything else in this Ordinance to the contrary, in the event that the Pricing Officer determines that it is in the best interest of the City, the Pricing Officer may elect to sell the Bonds by a private placement to a financial institution or other purchaser. In the event the Bonds are sold in such a private placement, the Pricing Officer may elect to have the purchaser deliver an investment letter approved by the City's bond counsel as the bond purchase agreement contemplated by this Ordinance and the Pricing Officer is hereby authorized to sign such investment letter. In the event such investment letter contains customary representations that the purchaser is a sophisticated investor purchasing the Bonds without an intent to resell the Bonds and has received sufficient disclosure from the City, the Bonds may be sold in such a private placement without the Official Statement contemplated by this Ordinance. The Pricing Certificate executed with respect to such a private placement may also provide for a Form of Bond which requires a single Bond with an authorized denomination in the aggregate principal amount of the Bond that is payable in annual principal installments. The Pricing Officer may also elect in the Pricing Certificate for such a private placement to modify the continuing disclosure requirements set forth in Section 16 hereof as necessary and customary for such a private placement transaction.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the City hereby determines that the delegation of the authority to the City Officer to approve the final terms and conditions of each series of the Bonds as set forth in this Ordinance and the decisions made by the City Officer pursuant to such delegated authority and incorporated in each Pricing Certificate will be, in the best interests and shall have the same force and effect as if such determination were made by the City Officer and each City Officer is hereby authorized to make and include in each Pricing Certificate an appropriate finding to that effect.

(d) The Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Ordinance to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

SECTION 3. INTEREST. The Bonds shall bear interest from the dates specified in the FORM OF BOND set forth in this Ordinance to their respective dates of maturity or redemption

at the rates per annum as set forth in the Pricing Certificate. Interest shall be payable in the manner provided and on the dates stated in the FORM OF BOND set forth in this Ordinance and the Pricing Certificate.

SECTION 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at the principal corporate trust officer of such eligible institution as may be selected by the Pricing Officer in the Pricing Certificate to serve as paying agent/registrar for the Bonds (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make a copy of the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and the Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day immediately preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Bonds, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance, and with such changes and additions as required to be consistent with the provisions contained in the Pricing Certificate relating to the Bonds. The Initial Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new

Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

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

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Ordinance.

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

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

(i) Cancellation of Initial Bond. On the closing date, one Initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the order of the designated representative of the initial purchaser or the designees thereof as set forth in the Pricing Certificate, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Secretary or City Assistant Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such initial purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such initial purchaser one separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

SECTION 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, the form of Initial Bond and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Initial Bond initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance and the Pricing Certificate, including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy.

FORM OF BOND

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at _____* (the "Paying Agent/Registrar") at its designated office for payment currently in _____, _____* (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last business day of the month immediately preceding each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day immediately preceding the date of mailing of such notice. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Bond Ordinance.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Bond that on or before each payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

THIS BOND is one of a series of Bonds dated _____, 202_*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$ _____* for the purpose (1) refunding the Refunded Obligations; and (2) paying the costs of issuance of the Bonds.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the City, and have been pledged for such payment, within the limit prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary or City Assistant Secretary and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Bond.

City [Assistant] Secretary

Mayor

[CITY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

_____, _____*,
_____, _____*

Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE INITIAL BOND ONLY:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Acting Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL BOND

The Initial Bond shall be in the form set forth in this Section, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted (with all blanks to be completed with information contained in the Pricing Certificate:

"ON THE MATURITY DATE SPECIFIED ABOVE, the City of Elgin, Texas (the "City"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

* To be completed as determined by the Pricing Officer in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in the Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

Year	Amount	Interest Rate
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(Information from the Pricing Certificate to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Delivery set forth above at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date immediately preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

* As determined in the Pricing Certificate.

SECTION 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds are outstanding and unpaid, the governing body of the City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the City, with full allowances being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the City for each year while any of the Bonds are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund and used to pay interest on the Bonds.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the City under this Section, and is therefore valid, effective,

and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the City under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 7. RESERVED.

SECTION 8. DEFEASANCE OF BONDS (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the City will have no further responsibility with respect to amounts available to such Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bond, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by law) to receive payment when due on the Defeasance Securities.

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

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

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

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

As used in this Section, "Defeasance Securities" means (i) Federal Securities, and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent. The foregoing notwithstanding, the Pricing Officer may elect in the Pricing Certificate to modify the definition of "Defeasance Securities" by eliminating any securities or obligations set forth in the preceding sentence upon determining that it is in the best interests of the City to do so.

"Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

SECTION 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B of Chapter 1206, Texas Government Code, as amended, this Section shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.

The Mayor of the City is hereby authorized to have control of the Initial Bond issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to the Initial Bond, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such certificate. The approving legal opinion of the City's

Bond Counsel and the assigned CUSIP numbers may, at the option of the City, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

The obligation of the initial purchaser to accept delivery of the Bonds is subject to such purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the City, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the City in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter, to the extent desired by the City, between the City and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter. Additionally, a closing instruction letter executed or approved by an authorized representative of the City shall further provide for the fees and expenses to be paid for such bond counsel services.

SECTION 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

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

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

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

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

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

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to establish reasonable expectations to prevent using the proceeds of the Bonds in contravention of the requirements of section 149(g) of the Code (relating to hedge bonds).

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of

America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

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

SECTION 12. ALLOCATION OF PROCEEDS. The proceeds of the Bonds, including the par amount of the Bonds and any net premium derived from the sale of the Bonds, shall be allocated as set forth in the Pricing Certificate

SECTION 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

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

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

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a

trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

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

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

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

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

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

SECTION 14. APPROVAL OF OFFERING DOCUMENTS. The Pricing Officer is hereby authorized to approve a Preliminary Official Statement, an Official Statement relating to the Bonds and any addenda, supplement or amendment thereto and to deem such documents final in accordance with SEC Rule 15c2-12, if the Bonds are sold in a public offering. The City further approves the distribution of such Official Statement in the reoffering of the Bonds by the underwriters or initial purchasers in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The Pricing Officer is authorized to find and determine that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

SECTION 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT.

The Paying Agent/Registrar Agreement by and between the City and the Paying Agent/Registrar ("Paying Agent Agreement") in substantially the form and substance previously approved by the City Council in connection with previous transactions is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement as necessary, and the City Secretary or City Assistant Secretary is hereby authorized to attest such agreement. The Pricing Officer is hereby authorized to select an eligible bank, trust company, financial institution, or other eligible entity act as paying agent and registrar for the Bonds in accordance with the terms of this Ordinance.

SECTION 16. APPROVAL OF ESCROW AGREEMENT, ESTABLISHMENT OF ESCROW FUND AND TRANSFER OF FUNDS.

(a) The Pricing Office is hereby authorized and directed to execute and deliver an escrow agreement in substantially the form and substance previously approved by the City Council in connection with previous transactions is hereby approved (the "Escrow Agreement"). A portion of the proceeds of the Bonds, together with a cash contribution from the interest and sinking funds for the Refunded Obligations, in an amount necessary to refund the Refunded Obligations shall be deposited in the Escrow Fund created and governed by the terms of the Escrow Agreement. In addition, the Pricing Officer is hereby authorized to execute such subscriptions or other documentation for the purchase of securities and to authorize the transfer of such funds of the City, as may be necessary for the Escrow Fund.

SECTION 17. CONTINUING DISCLOSURE UNDERTAKING. The Pricing Officer shall designate in the Pricing Certificate whether or not the provisions of this Section with respect to the City's continuing disclosure undertaking will apply to the Bonds. In the event the Pricing Officer affirmatively elects that the City will make a continuing disclosure undertaking pursuant to the Rule in connection with the issuance of the Bonds, the following provisions shall be effective with respect to the Bonds, unless modified by the Pricing Officer in the Pricing Certificate as necessary to facilitate the sale of the Bonds:

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within twelve months after the end of each fiscal year of the City ending in or after 2026, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 14 of this Ordinance, being information of the type described in the Pricing Certificate, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the Official Statement, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

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

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a

Financial Obligation of the City, any of which affect security holders, if material; and

- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Bonds to be no longer outstanding in accordance with Section 8 of this Ordinance.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF

ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

(e) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

SECTION 18. AMENDMENT OF ORDINANCE. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The City may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, (v) obtain insurance or ratings on the Bonds, (vi) obtain the approval of the Attorney General of the State Texas, or (vii) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the City's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, any bond insurer of the Bonds (the "Bond Insurer") and the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, and the Bond Insurer, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the City shall desire to amend this Ordinance under this Section, the City shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the City for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the City shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the City may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the City and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the City, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

SECTION 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal or of interest on the Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Bonds.

SECTION 20. PAYMENT OF ATTORNEY GENERAL FEE. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate

member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the Bonds.

SECTION 21. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Bonds, the Mayor or Mayor Pro-Tem, the City Manager, Finance Director and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer or (iii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 22. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the ad valorem taxes granted by the City under Section 6 of this Ordinance to secure the payment of the Bonds.

SECTION 23. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 24. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Bonds.

SECTION 25. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION 26. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 27. ELECTRONIC SIGNATURES. The Mayor or Mayor Pro-Tem and the City Secretary or City Assistant Secretary hereby authorize the use of their electronic signatures in connection with the offering and sale of the Bonds and hereby authorize the City's Financial Advisor, City Attorney and Bond Counsel to use such electronic signatures in connection with the offering and sale of the Bonds.

SECTION 28. EFFECTIVE DATE. This Ordinance shall become effective upon the final passage of this Ordinance.

[The Remainder of this Page Intentionally Left Blank]

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on March 17, 2026.

CITY OF ELGIN, TEXAS

By: Mayor
City of Elgin, Texas

ATTEST:

City [Assistant] Secretary
City of Elgin, Texas

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

Timetable *

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

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

 City Council Meeting
 Debt Sale Activity
 Holiday

Date	Action	Responsibility
07-Jan-26	Send information request to City and begin work on 1st Draft Preliminary Official Statement (POS)	FA, City
05-Feb-26	Circulate 1st Draft of POS for Review and Comment	FA
18-Feb-26	Submit Comments on 1st Draft of POS	All Parties
23-Feb-26	Circulate 2nd Draft of POS for Comments & Submit Credit Information Packages to Rating Agencies	FA
23-Feb-26	Circulate Credit Rating Questionnaire/Discussion Topics	Moody's/FA
24-Feb-26	Distribute Draft Bond Purchase Agreement (BPA)	UC
Week of Mar 2nd	Moody's rating call	City, FA
05-Mar-26	Distribute Due Diligence (DD) Questionnaire	UWC
09-Mar-26	Submit Comments on 2nd Draft of POS	All Parties
Week of Mar 9th	Underwriter Due Diligence Call	UWC/BC/City/FA
10-Mar-26	Submit Comments on BPA	All Parties
10-Mar-26	Submit Council Packet information to City Secretary	BC
16-Mar-26	Receive Credit Ratings	City/FA
17-Mar-26	City Council Meeting - Authorize Parameters Ordinance	City
19-Mar-26	Post and Distribute POS	FA
25-Mar-26	Conduct Pre-Pricing Call	All Parties
26-Mar-26	Bond Pricing - Execute BPA	All Parties
27-Mar-26	Distribute Draft Final Official Statement (FOS) for Comments	FA
31-Mar-26	Receive Comments on Draft FOS	All Parties
03-Apr-26	Finalize and Post FOS	FA
15-Apr-26	Circulate Draft Closing Memo	FA
22-Apr-26	Circulate Final Closing Memo	FA
24-Apr-26	Receive Approval from AG	City
29-Apr-26	Bond Closing	All Parties

Preliminary; Subject to change. As of February 24, 2026 .



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 41733 (ELGIN WEST COUNTRYSIDE, LOT 11, ACRES 1.076) AT 1512 NORTH AVE C, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (BEAU PERRY - CITY ENGINEER)

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration of an ordinance rezoning Elgin West Countryside, Lot 11, Acres 1.076 from "R-1" Single-Family Residential District to "C-2" General Commercial District.

BACKGROUND:

The owners of the 1.076-acre tract have requested a zoning change from "R-1" Single-Family Residential Dwelling District to "C-2" General Commercial District to allow for the impervious coverage required for a gymnasium expansion for what is currently a Specific Use "Child Care Center" (Blooming Tree Academy). Per Section 46-112 of the City of Elgin Code of Ordinances, notices were mailed to property owners within 200-feet of this property, and the Planning and Zoning Commission held the first of the two required public hearings on February 23, 2026, for this change request.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

On February 23, 2026, the Planning and Zoning Commission voted with a vote of 5-2 to recommend approval of the zoning change from "R-1" Single Family Dwelling District to "C-2" General Commercial District. No members of the public came forward to voice their opposition to the zoning change at that meeting.

ATTACHMENTS:

1. Proposed Rezoning Ordinance with Exhibit
2. Redacted Application
3. Vicinity Map

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

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

ORDINANCE NO. 2026-03-17- XX

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE LAND FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT LOCATED ON A PARCEL OF LAND KNOWN BY THE BASTROP COUNTY APPRAISAL DISTRICT AS PARCEL 41733 (ELGIN WEST COUNTRYSIDE, LOT 11, ACRES 1.076) AT 1512 NORTH AVE C, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from "R-1" Single Family Residential District to "C-2" General Commercial District; and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on February 23, 2026, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" is C-2 General Commercial District; and

WHEREAS, on the 17th day of March 2026, after proper notification, the City Council held a public hearing on the requested zoning; and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals, and protects and preserves the general welfare of the community;and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin's Comprehensive Plan and further finds that

enactment of this Ordinance is not inconsistent with or in conflict with any other policies or provisions of the Comprehensive Plan and the City’s Code of Ordinances.

II.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is rezoned from “R-1” Single Family Residential District to “C-2” General Commercial District.

III.

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

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

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

READ, PASSED, and ADOPTED on first reading this the 17th day of March, 2026.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ESMERALDA RANGEL, Assistant City Secretary

Exhibit "A"

Legal Description of 1512 N Ave C

Lot 11, ELGIN WEST COUNTRYSIDE, SECTION 1, PHASE 2, a subdivision in Bastrop County, Texas, according to the map or plat thereof, recorded in Plat Cabinet No. 1, Page 178A, Plat Records of Bastrop County, Texas.

NON-PDD REZONING APPLICATION

Date: 1-15-2025

SITE INFORMATION

Project Address: 1512 North Avenue C - Daycare

Parcel Identification Number (if no address): 41733


APPLICANT

Name: David Samuelson, Architect

Postal Address: **INFORMATION REDACTED**

E-Mail Address: **INFORMATION REDACTED**; Phone Number: **INFORMATION REDACTED**

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

	<u>David C Samuelson</u>	<u>1-15-2025</u>
Signature	Printed Name	Date

Project Description:

Blooming Tree Existing 2674 SF Proposed new Daycare Expansion with a 4,950 SF
Multi Purpose Space, sports, family and children's events center.

Rezoning from R-1 to C-2

OWNER'S AUTHORIZATION LETTER

Project Site Address: 1512 NORTH AVENUE C, EGGIN, TX

I/we hereby certify that I/we am/are the owner(s) of the above-described property. I/we am/are respectfully requesting processing and approval of permit(s) and/or project(s) reviews. I/we hereby authorize the Applicant listed on this letter to act on my/our behalf during the processing, review, presentation of this request and any inspections associated with this request. They shall be the principal contact with the City during the processing, review, presentation of this request and any inspections associated with this request

DAVID C. SAMUELSON ARCHITECT

12-19-25

Name of Permit Applicant or Company (Print)

Date

Jen Antala

1st Property Owners Signature

Date

1st Property Owners Printed Name

Date

2nd Property Owners Signature

Date

2nd Property Owners Printed Name

Date

3rd Property Owners Signature

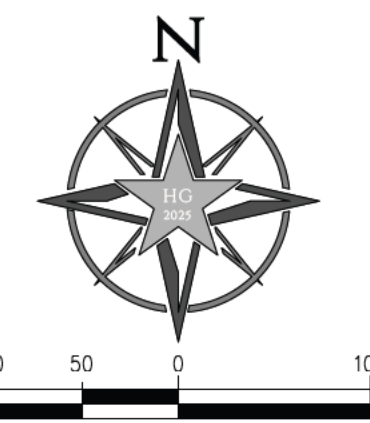
Date

3rd Property Owners Printed Name

Date

Additional owners please provide their signatures, date, printed name, and date on separate letter. Failure to provide additional property owner(s) and/or produce incorrectly may result in delay.

Be aware the person(s) who represent a corporation, limited liability company (LLC), or similar type of corporation regarding property ownership must provide documentation along with this letter indicating they have authority to sign for said corporation. Failure to provide may result in delay.



**IMPERVIOUS COVER SURVEY
METHODOLOGY, PRECISION, AND EXPLANATORY NOTES**

IMPERVIOUS COVER SHOWN HEREON WAS DETERMINED BY FIELD OBSERVATION OF EXISTING SITE CONDITIONS AS OF THE DATE OF SURVEY. ALL VISIBLE IMPERVIOUS AND POTENTIALLY IMPERVIOUS FEATURES WERE INSPECTED TO IDENTIFY MATERIAL TYPE, USE, AND APPARENT SURFACE BEHAVIOR. SPOT MEASUREMENTS WERE TAKEN TO DETERMINE FEATURE DIMENSIONS AND EXTENTS, AND IMPERVIOUS COVER LIMITS WERE DELINEATED INTO UNIQUELY IDENTIFIED POLYGONS FOR AREA CALCULATION.

MEASUREMENTS OF LARGER FEATURES AND THE PROPERTY BOUNDARY WERE OBTAINED USING GNSS RTK METHODS WITH A CONSERVATIVE POSITIONAL TOLERANCE OF ±0.10 FEET. SMALLER FEATURES WERE MEASURED USING TAPE MEASUREMENTS AND ROUNDED TO THE NEAREST 0.10 FOOT. IMPERVIOUS AREAS WERE CALCULATED FROM THE DELINEATED POLYGONS AND SUMMARIZED IN THE ACCOMPANYING TABLE SHOWING INDIVIDUAL FEATURE AREAS, TOTAL IMPERVIOUS COVER, AND PERCENT IMPERVIOUS COVER OF THE LOT.

SIDEWALKS LOCATED WITHIN PUBLIC RIGHT-OF-WAY AND OUTSIDE THE PERIMETER OF THE LOT ARE EXCLUDED. GRAVEL AREAS USED SOLELY FOR LANDSCAPING OR PEDESTRIAN USE OVER A PERVIOUS BASE ARE TREATED AS PERVIOUS, COMPACTED OR VEHICULAR-USE GRAVEL IS TREATED AS IMPERVIOUS. THE RAISED BOARDWALK IS TREATED AS IMPERVIOUS DUE TO TIGHT BOARD SPACING AND SURFACE COATING THAT RESTRICT INFILTRATION AND CAUSE PRECIPITATION TO SHED AS RUNOFF.

IMPERVIOUS COVER COMPUTATIONS

IMPERVIOUS SURFACE	AREA (SQ. FT.)	DESCRIPTION	MATERIAL
1	11015	DRIVEWAY	ROAD BASE
2	2674	BUILDING FOUNDATION	CONCRETE
3	702	PATIO	CONCRETE
4	117	BOARDWALK	WOOD
5	15	SIDEWALK	STONE
6	165	PORCH	CONCRETE
7	80	LANDING	CONCRETE
8	32	STAIRS	CONCRETE
9	30	STAIRS	CONCRETE
10	7	A/C PAD	PLASTIC SHEET
11	96	SHELTER	METAL
12	29	STRUCTURE	WOOD
13	288	SHELTER	METAL
14	20	STRUCTURE	METAL
15	206	SHELTER	METAL
16	35	PAVERS	CONCRETE
IMPERVIOUS TOTAL AREA	15511		
LOT AREA	46889		
PERCENTAGE IMPERVIOUS COVER	33%		

TREE SURVEY METHODOLOGY AND NOTES

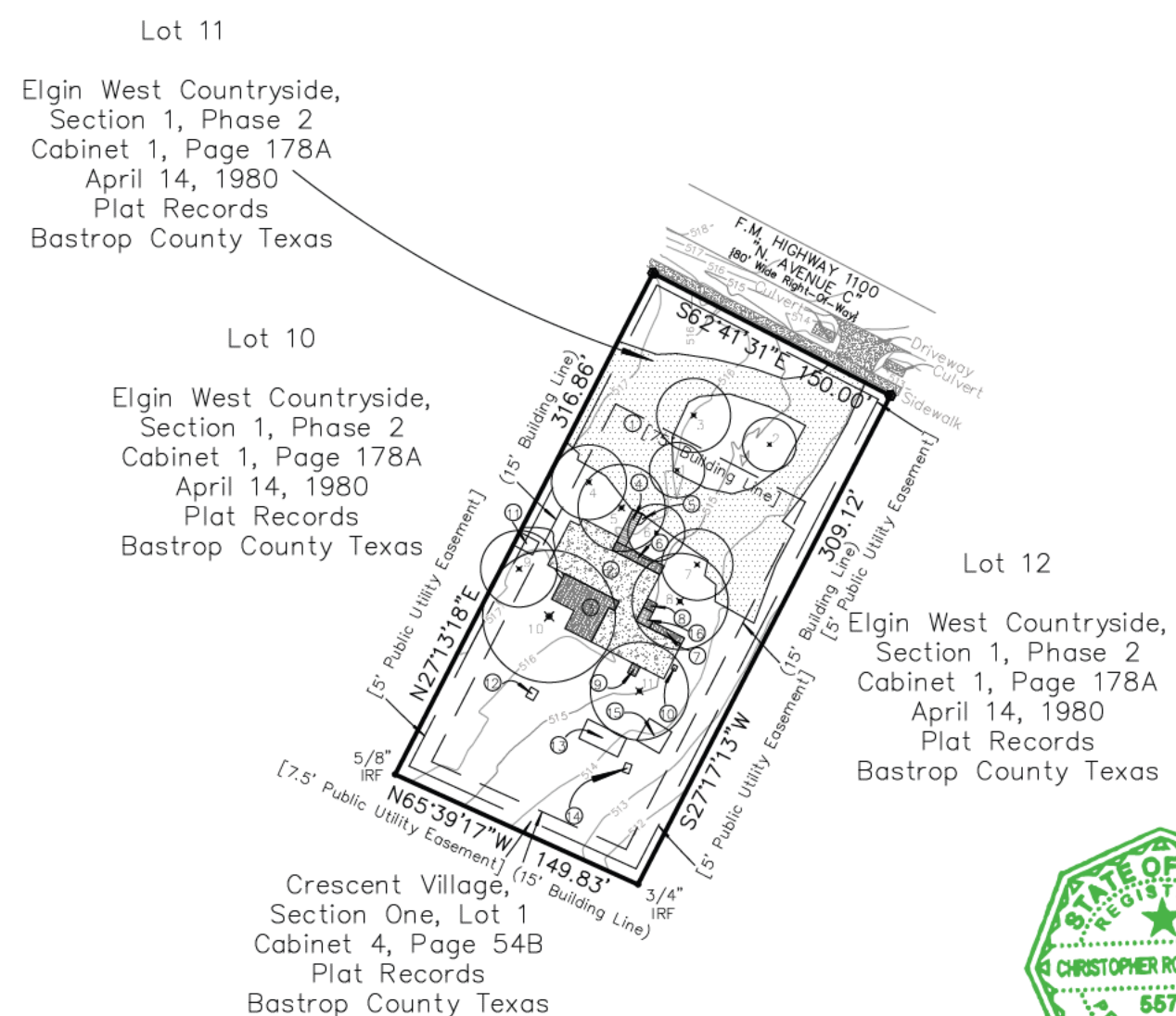
THIS SURVEY INCLUDES THE LOCATION AND DOCUMENTATION OF SIGNIFICANT TREES (EIGHT INCHES OR GREATER DIAMETER) AND HERITAGE TREES (TWENTY INCHES OR GREATER DIAMETER), MEASURED AT FOUR AND ONE-HALF FEET ABOVE ADJACENT GRADE, IN GENERAL ACCORDANCE WITH CITY OF ELGIN TREE SURVEY STANDARDS, WHICH ADOPT CITY OF AUSTIN TREE SURVEY METHODOLOGY. TREE SPECIES WERE IDENTIFIED WHERE OBSERVABLE. TREES WITH INDETERMINATE SPECIES ARE NOTED AS UNKNOWN. TREES ARE SHOWN RELATIVE TO THE SURVEYED LOT BOUNDARY AND ARE NUMBERED TO CORRESPOND WITH THE ACCOMPANYING TREE TABLE. EACH TREE WAS PHYSICALLY TAGGED IN THE FIELD WITH ITS ASSIGNED NUMBER AT THE TIME OF SURVEY.

TREE CANOPY EXTENTS ARE SHOWN AS APPROXIMATE CIRCLES SCALED PROPORTIONALLY TO TREE SIZE AND ARE INTENDED FOR GENERAL PLANNING AND VISUALIZATION PURPOSES ONLY. THE TREE TABLE INCLUDES TREE NUMBER, SPECIES, DIAMETER, OBSERVED CONDITION, AND NOTES. HERITAGE TREES ARE IDENTIFIED AND HIGHLIGHTED IN THE TABLE. TREE DATA REFLECT OBSERVED CONDITIONS AS OF THE DATE OF SURVEY. CONDITION OBSERVATIONS ARE BASED SOLELY ON CASUAL OBSERVATION AND DO NOT CONSTITUTE AN ARBORIST'S ASSESSMENT.

TREE TABLE

TREE TAG NUMBER	SPECIES	TRUNK DIAMETER (INCHES)	MULTI-STEM	CONDITION
1	LIVE OAK	15.5	NO	HEALTHY
2	LIVE OAK	15.0	NO	HEALTHY
3	LIVE OAK	20.75	YES	HEALTHY
4	LIVE OAK	21.0	NO	HEALTHY
5	LIVE OAK	24.5	YES	HEALTHY
6	LIVE OAK	16.0	NO	HEALTHY
7	LIVE OAK	20.0	NO	HEALTHY
8	LIVE OAK	27.0	NO	HEALTHY
9	LIVE OAK	21.5	NO	HEALTHY
10	LIVE OAK	37.25	YES	HEALTHY
11	LIVE OAK	27.5	NO	HEALTHY

- LEGEND**
- IRON ROD FOUND
 - ⊙ 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "RPLS 5575" SET
 - [] INFORMATION OF RECORD, PLAT RECORDS, BASTROP COUNTY TEXAS, CABINET 1, PAGE 178A
 - () INFORMATION OF RECORD, OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS, VOL. 289 PG. 503
 - # TREE w/TREE TAG #



Christopher Ross Holland
January 10, 2026

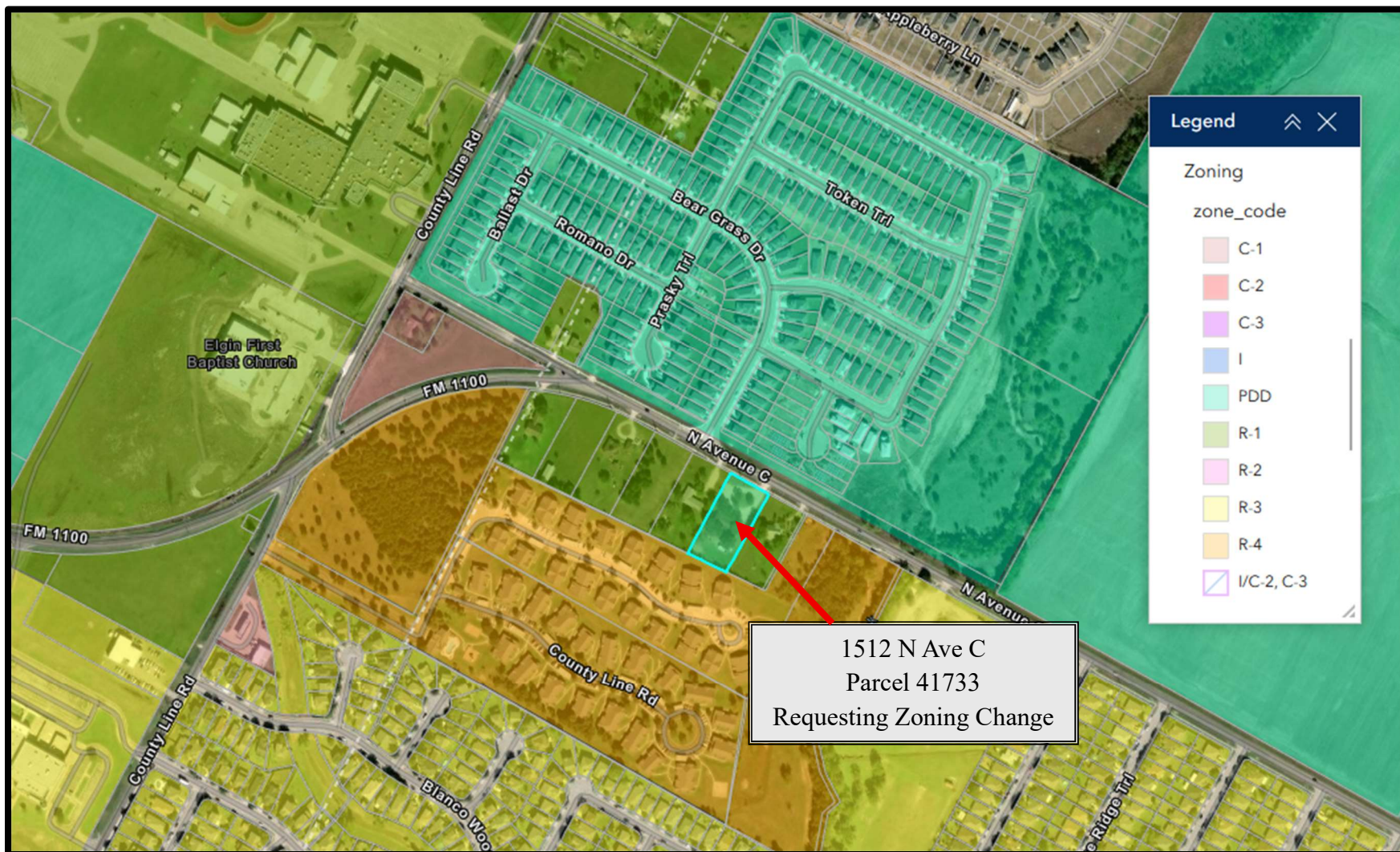
- SURVEYOR'S NOTES:**
- BEARING BASIS: HORIZONTAL DATUM, NAD 83(2011)(EPOCH 2010.0000), BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, GRID, COORDINATES DERIVED FROM STATIC GPS OBSERVATIONS CONDUCTED ON 02/26/2025, AND PROCESSED BY NGS OPUS ON 03/01/2025.
 - ELEVATIONS REFERENCED ARE NAVD83.
 - CONTOUR INTERVAL IS ONE FOOT.
 - ALL DISTANCES SHOWN ARE IN U.S. SURVEY FEET SCALED TO SURFACE.
 - EASEMENTS, RIGHTS-OF-WAY, OR OTHER ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN ON THIS SURVEY. BOUNDARY RESEARCH FOR THE SUBJECT AND ADJOINING TRACTS WAS BASED ON COUNTY APPRAISAL DISTRICT DATA AND PUBLIC RECORDS AVAILABLE FROM THE COUNTY CLERK'S OFFICE.

ACAD FILE: N AVENUE C_1512-01A.dwg
REVISION: 00
SCALE: 1"=100'
DRAWING DATE: 1/07/2026
DRAWN BY: CRH
SURVEYED ON THE GROUND: 1/2/2026
ADDRESS: 1512 N. AVENUE C, ELGIN, TX

**TOPOGRAPHIC, TREE, & IMPERVIOUS COVER SURVEY OF
LOT 10, ELGIN WEST COUNTRYSIDE SECTION 1, PHASE 2
BASTROP COUNTY, TEXAS**



Vicinity Map





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-1" NEIGHBORHOOD SHOPPING DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT 0.5880 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557535 (LOT 1 CANNON ADDN) AND 2.0920 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557536 (LOT 2 CANNON ADDN), LOCATED AT 13919 COUNTY LINE RD, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS. (BEAU PERRY - CITY ENGINEER)

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration of an ordinance rezoning Lot 1 Cannon Addn And Lot 2 Cannon Addn from "C-1" Neighborhood Shopping District to "C-2" General Commercial District.

BACKGROUND:

The owner of the two tracts has requested a zoning change from "C-1" Neighborhood Shopping District to "C-2" General Commercial District to allow for the construction of an 8,000 square foot supermarket, including gasoline and alcohol sales. Per Section 46-112 of the City of Elgin Code of Ordinances, notices were mailed to property owners within 200-feet of this property, and the Planning and Zoning Commission held the first of the two required public hearings on February 23, 2026, for this change request.

One public comment was received by email and distributed to the Planning and Zoning Commission.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

On February 23, 2026, the Planning and Zoning Commission voted with a vote of 4-3 to recommend denial of the zoning change from "C-1" Neighborhood Shopping District to "C-2" General Commercial District. No members of the public came forward to voice their opposition to the zoning change at that meeting, but one public comment of

opposition was received by email and distributed to the Planning and Zoning Commission.

ATTACHMENTS:

1. Proposed Rezoning Ordinance with Exhibit
2. Redacted Application Lot 1
3. Redacted Application Lot 2
4. Vicinity Map
5. Letter of Comment re#202600004

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

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

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

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

ORDINANCE NO. 2026-03-17-XX

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID ZONING MAP TO WIT: TO REZONE FROM "C-1" NEIGHBORHOOD SHOPPING DISTRICT TO "C-2" GENERAL COMMERCIAL DISTRICT 0.5880 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557535 (LOT 1 CANNON ADDN) AND 2.0920 ACRES OF LAND ON TRAVIS COUNTY PARCEL 557536 (LOT 2 CANNON ADDN), LOCATED AT 13919 COUNTY LINE RD, BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from "C-1" Neighborhood Shopping District to "C-2" General Commercial District; and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on February 23, 2026, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended denial of the amendment of the Official Zoning Map so that the zoning classification of the property described in Exhibit "A" is C-2 General Commercial District; and

WHEREAS, on the 17th day of March 2026, after proper notification, the City Council held a public hearing on the requested zoning; and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals, and protects and preserves the general welfare of the community; and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A, Texas Local Government Code, and Chapter 46, City of Elgin Ordinances, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin's Comprehensive Plan and further finds that

enactment of this Ordinance is not inconsistent with or in conflict with any other policies or provisions of the Comprehensive Plan and the City’s Code of Ordinances.

II.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is rezoned from “C-1” Neighborhood Shopping District to “C-2” General Commercial District.

III.

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

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

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

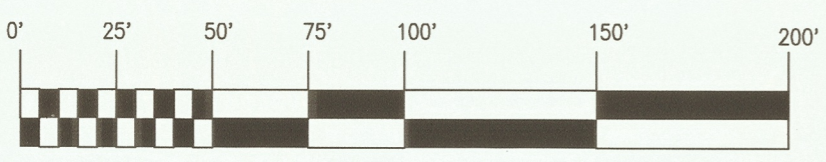
READ, PASSED, and ADOPTED on first reading this the 17th day of March, 2026.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ESMERALDA RANGEL, Assistant City Secretary

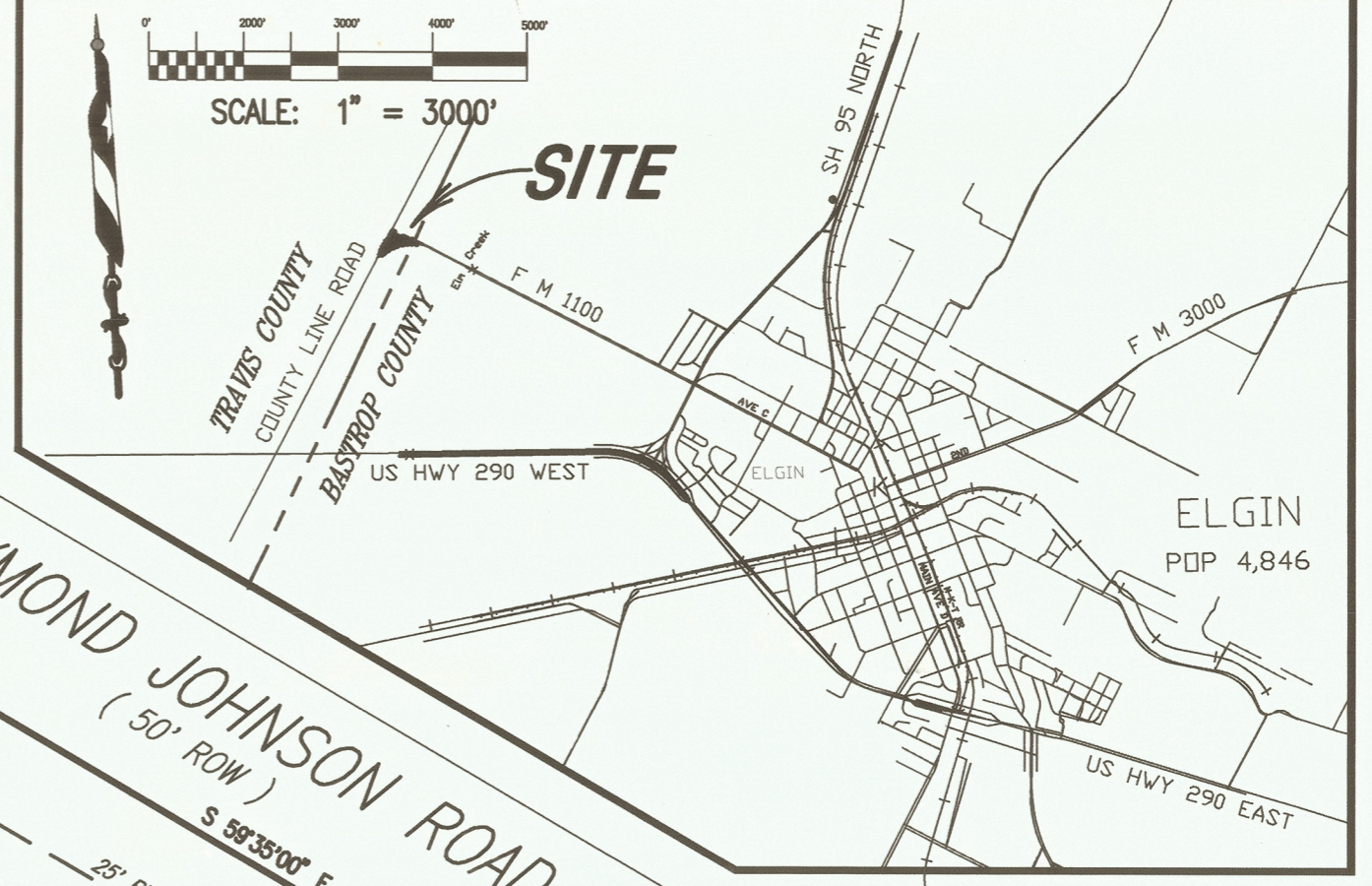
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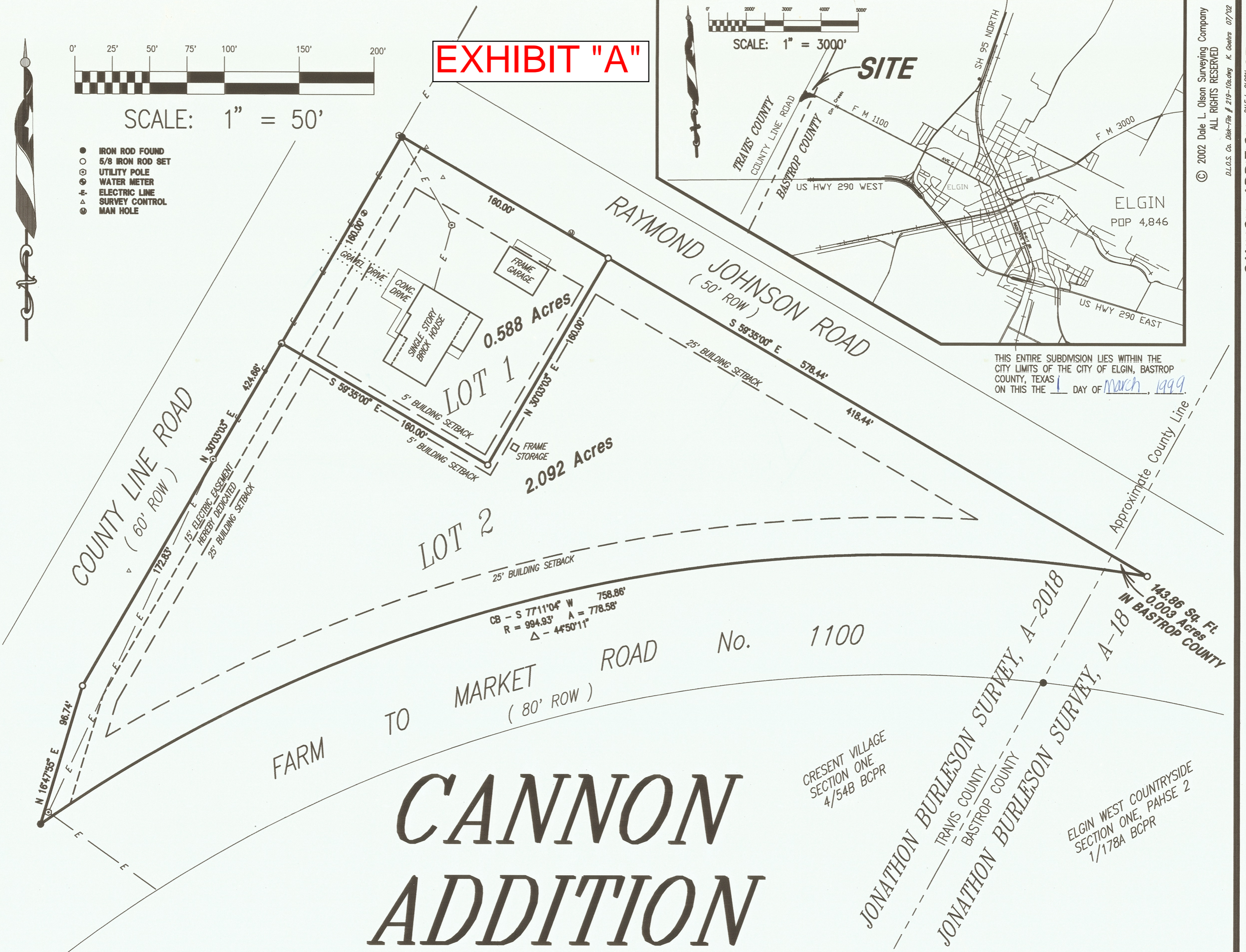
SCALE: 1" = 50'

- IRON ROD FOUND
- 5/8 IRON ROD SET
- UTILITY POLE
- WATER METER
- ELECTRIC LINE
- SURVEY CONTROL
- MAN HOLE

EXHIBIT "A"



THIS ENTIRE SUBDIVISION LIES WITHIN THE CITY LIMITS OF THE CITY OF ELGIN, BASTROP COUNTY, TEXAS ON THIS THE 1 DAY OF March, 1999



CANNON ADDITION - FINAL PLAT -

No portion of this tract lies within a SPECIAL FLOOD HAZARD AREA designated as such by the Department of Housing and Urban Development, Federal Insurance Administration, as shown on FIRM Number: 48021C 0075 C for BASTROP COUNTY, TEXAS. Effective Date: 08/19/91 This Tract lies in Zone X. FIRM Number: 48453C0015 E for TRAVIS COUNTY, TEXAS. Effective Date: 06/16/93 This Tract lies in Zone X.

WARNING:
This Flood Statement, as determined by a H.U.D.-F.I.A. FLOOD HAZARD BOUNDARY MAP, DOES NOT IMPLY that the Property or the Improvements thereon will be free from Flooding or Flood Damage. On rare occasions, Greater Floods Can and Will Occur, and Flood Heights may increase by Man-Made or Natural Causes. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR OR ENGINEER.

FIELD NOTES FOR A 2.680 ACRE TRACT IN THE JONATHAN BURLESON SURVEYS, BASTROP COUNTY AND TRAVIS COUNTY, TEXAS.

BEING a 2.680 acre tract or parcel of land out of and being a part of the Jonathan Burleson Survey, A-18, in Bastrop County and the Jonathan Burleson Survey, A-2018, in Travis County, Texas, and being all of that certain tract described in a deed from Emmitt L. Stork and Annabelle Stork to Steve Cannon and Annette Cannon, as recorded in Volume , Page , Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the intersection of the east line of County Line Road, with the south line of Raymond Johnson Road, for the north corner of this tract.

THENCE with the south line of Raymond Johnson Road, S 59°35'00" E, 578.44' to a 5/8 inch iron rod set in the curving north line of Farm to Markt Road 1100, for the east corner of this tract.

THENCE with the north line of said Farm to Market Road 1100, along a curve to the left whose radius is 994.93 feet; whose long chord bears S 77°11'04" W, 758.86 feet; 778.58 feet along the to a 3/8 inch iron rod found where same intersects the east line of County Line Road, for the south or southwest corner of this tract.

THENCE with the east line of said County Line Road, N 16°47'55" E, 96.74 feet to a 5/8 inch iron rod set; N 30°03'03" E, 424.66 feet to the POINT OF BEGINNING, containing 2.680 acres of land of which approximately 2.671 acres lies in Travis County and 0.009 acres lies in Bastrop County.

STATE OF TEXAS
COUNTY OF BASTROP

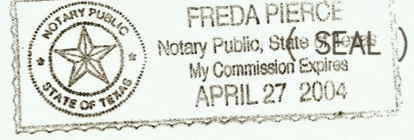
I, Dale L. Olson, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land, and that the corner monuments shown were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Elgin, and Bastrop and Travis Counties, Texas.

Dale L. Olson, RPLS
Registered Professional Land Surveyor
Reg. No. 1753
711 Water Street
Bastrop, Texas 78602
(512) 321-5476



STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
That Steve Cannon and Annette Cannon, owners of 2.680 ACRES in the JONATHAN BURLESON SURVEYS, A - 18 & A - 2018, in Bastrop County and Travis Counties, Texas, do hereby subdivide said tract in accordance with plat shown hereon, subject to any easements or restrictions heretofore granted to the public the use of the easements as shown hereon. Witness my hand this the 11 day of July, 2002, A.D.
Steve Cannon
Steve Cannon
Annette Cannon
Annette Cannon

STATE OF TEXAS
COUNTY OF TRAVIS
This instrument was acknowledged before me on the 11 day of July, 2002, by Steve and Annette Cannon.



Freda Pierce
Notary Public, State of Texas
Freda Pierce
Printed Name of Notary / Expires

Accepted and approved for record by the Planning and Zoning Commission, City of Elgin, Texas, on this the 24th day of JUNE, 2002.

APPROVED: Ronald D. Crebbon ATTEST: Andy J. Cooke
Chairman Secretary

STATE OF TEXAS
COUNTY OF BASTROP

I, Rose Pietsch, County Clerk in Court and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing, with the certificate of authentication, was filed for record in my office on the 15 day of July, 2002, A.D., at 3 o'clock P.M., and recorded on the 15 day of July, 2002, A.D., at 3 o'clock P.M., in the Plat Records of said County in Plat Cabinet 4, Pages 71-B

FILED FOR RECORD ON THE 15 day of July, 2002, A.D. FILED JUL 15 2002 M
Sara Williams Deputy
Rose Pietsch County Clerk
Bastrop County, Texas

STATE OF TEXAS
COUNTY OF TRAVIS

I, Dana DeBeauvoir, County Clerk of Travis County, Texas, do hereby certify that the foregoing instrument of writing, with the certificate of authentication, was filed for record in my office on the 18 day of July, 2002, A.D., at 4:47 o'clock P.M., and duly recorded on the 18 day of July, 2002, A.D., at 4:47 o'clock P.M., in Document No. 200200184, Official Public Records of Travis County, Texas. WITNESS MY HAND AND SEAL OF COUNTY CLERK, the 18 day of July, 2002, A.D.

Dana DeBeauvoir Deputy
V. BENAVIDES County Clerk, Travis County, Texas



© 2002 Dale L. Olson Surveying Company
ALL RIGHTS RESERVED
D.L.O.S. Co. Dist-File # 219-10a.org K. Coahrs 07/02
CANNON ADDITION 2783m

NON-PDD REZONING APPLICATION

Date: 1/22/2026

SITE INFORMATION

Project Address: 13919 County Line Rd Elgin TX 78621

Parcel Identification Number (if no address): 557535

APPLICANT

Name: Vincent G. Huebinger - Vincent Gerard & Associates

Postal Address: **INFORMATION REDACTED**

INFORMATION REDACTED

E-Mail Address: **INFORMATION REDACTED**; Phone Number: **INFORMATION REDACTED**

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

	<u>Vince Huebinger</u>	<u>1/23/2026</u>
Signature	Printed Name	Date

Project Description:

Requesting a rezone from C-1 to C-2 for Market & Deli store and a variance

from Section 8.20 for separation from Property lines on offsite consumption Alcohol sales.

See Summary letter for more decription filed with this request. This request also includes a drive

Through window. Landowners Authorization is included in this application

NON-PDD REZONING APPLICATION

Date: 1/22/2026

SITE INFORMATION

Project Address: 13919 County Line Rd Elgin TX 78621

Parcel Identification Number (if no address): 557536

APPLICANT

Name: Vincent G. Huebinger - Vincent Gerard & Associates

Postal Address: **INFORMATION REDACTED**

INFORMATION REDACTED

E-Mail Address: **INFORMATION REDACTED**; Phone Number: **INFORMATION REDACTED**

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

	<u>Vince Huebinger</u>	<u>1/23/2026</u>
Signature	Printed Name	Date

Project Description:

Requesting a rezone from C-1 to C-2 for Market & Deli store and a variance

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See Summary letter for more decription filed with this request. This request also includes a drive

Through window. Landowners Authorization is included in this application




Mr. Beau Perry
Development Services Director
City of Elgin Texas

Date 01/22/2026

RE: Landowner Authorization Letter, 13919 County Line Road Elgin Texas 78621. Cannon Addition Lots 1 & 2, Lot 1 @ 0.588 acres, Lot 2 @ 2.092 acres.

Mr. Perry,

As landowners of the property described in the above address and legal description, we hereby authorize Alvin Momin and their agent Vincent Gerard & Associates to file all appropriate Zoning applications, variances, resubdivision, site plans, permits, and waivers associated with the proposed Convenience Market, fuel station and Beer and Wine sales for the above specified legal description and address listed above.



Signature

FURTHER, Affiant sayeth not.

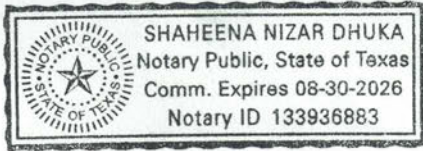
Rafiqmohammad Noorji Dhuka

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January

2024 by Rafiqmohammad Noorji Dhuka.

Shaheena



Notary Public, in and for the State of Texas

My commission expires:

08/30/2026

Mr. Beau Perry
Development Services Director
City of Elgin Texas

Date 01/22/2026

RE: Landowner Authorization Letter, 13919 County Line Road Elgin Texas 78621. Cannon Addition Lots 1 & 2, Lot 1 @ 0.588 acres, Lot 2 @ 2.092 acres.

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Signature

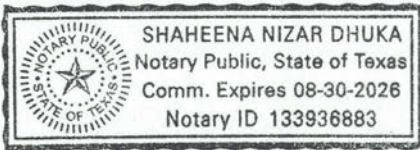
FURTHER, Affiant sayeth not.

RAFI MOHAMMAD NOORJI DHUKA

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January

2026, by Rafiqmohammad Noorji Dhuka.



Shaheena

Notary Public, in and for the State of Texas

My commission expires:

~~01/13/2020~~ 08/30/2026

Shaheena



Vincent Gerard & Associates, Inc.

Mr. Beau Perry
Development Services Manager
Elgin Texas

January 23, 2026

Summary Letter for 13919 County Line Road, Market & Deli Rezone and Variance. Legal Subdivided Lots 1 & 2, Cannon Addition Application and Variance Request (prop. ID 557536 & 557535).

Mr. Perry;

We respectfully request a rezone for this 2-lot property located on County Line Road and Raymond Johnson Road to allow an 8,000 sq ft Market & Deli with 10 covered gas pumps on a 2.68-acre property. The concept is for an upscale market & Deli with fresh meat and delicatessen counters as an in-store or take-out eatery. It will also incorporate a drive through window. The buyers want to cater to the surrounding neighborhood homeowners and school. With the 8,000sq.ft. Market & Deli and the gas pumps, we will require a rezone to C-2 General Commercial zoning by City Council for both lots. We would also respectfully request to include beer and wine sales without on premises consumption within the 300' property line distance from a school and a church. We have included a preliminary site plan for your zoning review. As you are aware, this area is exploding with development projects, and our clients have determined that this tract is located at a prime spot for a large market that sells fuel, deli meats and cheeses, food, drinks, coffee, beer and wine, convenience goods, and assorted essentials for the surrounding residential homeowners. Unfortunately, the tract is located within 300' of the Elgin High School and First Baptist Church of Elgin and requires a variance. With the High School nearby, the Market & Deli will cater to the high school students for lunches and after-school snacks.

Section 8.20 "Places where alcoholic beverages may not be sold", this code does not allow alcoholic beverages to be sold on any premises located within 300' of any church public or private school without a variance. 8.20 (F) (1&2) removes the 1,000' separation distance if the retail off-premises consumption Permit or license is less than 50% of the gross receipts, overall (F-1) and excluding the motor fuel tax, (F-2) is from the sale or service of alcoholic beverages. However, Section 8.20 (E) does allow City Council to approve/deny a variance in these regulations with conditions. We would like to discuss some of those conditions.

- a) *Regulation is not in the best interest of the public*; This is for City Council to decide. However, our team has concluded this is an arbitrary determination that was instituted post-Prohibition by TABC and copied over to many municipalities. Public interest can be argued on both sides of the table. For instance, if you are concerned with the church members or school kids' access to beer and wine purchases, we feel that an arbitrary distance to alcohol sales doesn't remove any of the access concerns. If the High School kids want to get alcohol, they will find a way, but the least likely location would be at this market close to the school. This is where teachers and

administrators as well as the First Baptist church congregation, not to mention the thousands of area residents who would love nearby access to these goods and services. The client is offering to mandate all alcohol & tobacco purchases require a valid ID within their registers prior to purchase to avoid any mistakes.

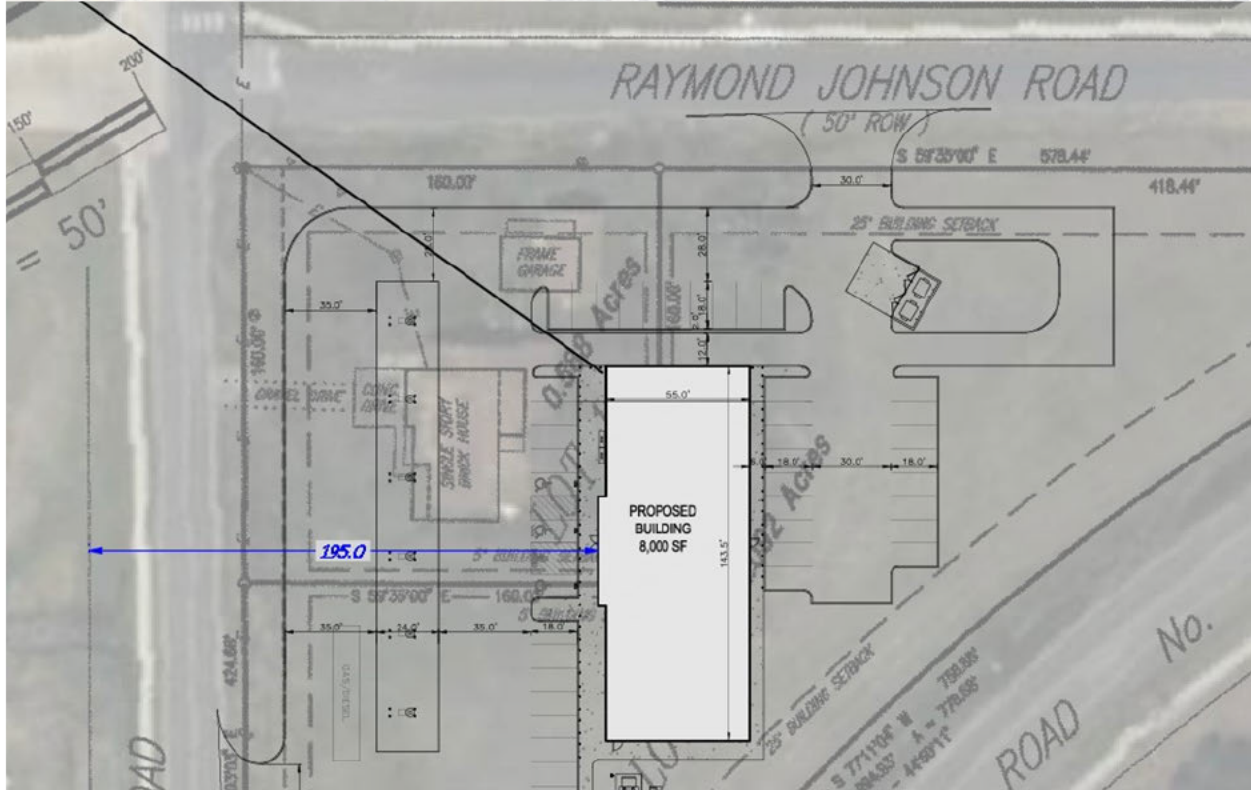
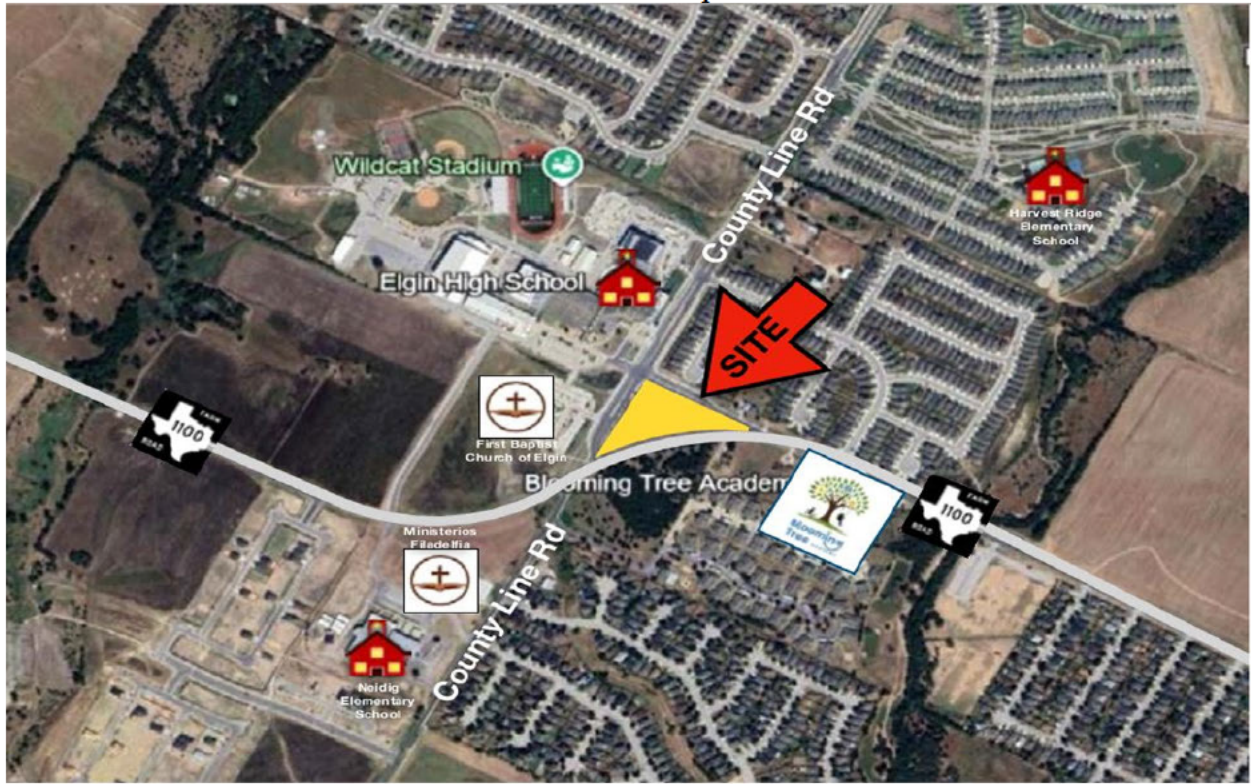
- b) *Constitutes waste or inefficient use of land or other resources;* The Market & Deli will generate a lot of ad valorem sales tax revenue for the city and our client cannot risk the \$6 million dollar investment without the variance. With this substantial investment, the Market & Deli will need to have beer and wine sales (offsite consumption only) available to the thousands of Elgin rooftops within a one (1) mile radius. If the variance is not granted, the client cannot go through with the purchase of the property. For the inefficient use of land, as a land planner, we must routinely discuss other land use concepts that would work at specific site locations. We cannot think of anything else with a higher and better use than a Market & Deli with fuel sales for this site. A standard C-1 retail site would be not as viable for the consumers or for the city tax base. Further, our client has had this distance setback waived by TABC on two previous occasions, one by posting a \$5,000 bond to TABC.
- c) *Creates an undue hardship on an applicant:* This is probably one of the strongest arguments in favor of the variance. Allowing the Market & Deli without the beer and wine sales for all the adults who live and invest in the Elgin nearby neighborhoods, shops and stores within the 1-mile radius, would decrease the clients' profits by at least 15%. The profit margins for this market are not great enough to withstand the 15% loss of gross profits. The client's decreased profits would also decrease the sales tax revenue (2%) for the city. As such, the proposed project will not be viable without the off-site consumption of beer and wine.
- d) *Does not serve its intended purpose, is not effective or necessary;* In our opinion, there is no doubt that the required separation distance for alcohol sales is ineffective and not necessary. This is an old and antiquated rule put in place by the TABC after Prohibition that most jurisdictions follow. TABC routinely waives this distance when requesting a license to sell alcohol by the applicant posting a \$5,000 assurance bond. TABC rules from churches are measured from door to door. The store and church doors are over 525' separation distance for this application. The front door of the proposed market and deli is 193' away from the high school property line. As stated above, if school kids or parishioners do not have the fortitude to follow the state law for legal consumption of alcohol, to indicate that merely the proximity by location for sales is too much of a concern for a land use decision, those school kids will still find a way to violate the law at some other establishment elsewhere.

Since TABC routinely waives this requirement and this would benefit the Elgin community, we respectfully request you approve of this variance. Our clients have an absolute spotless record with TABC in their past stores, and they would like to become contributors to the economy of the Elgin community.

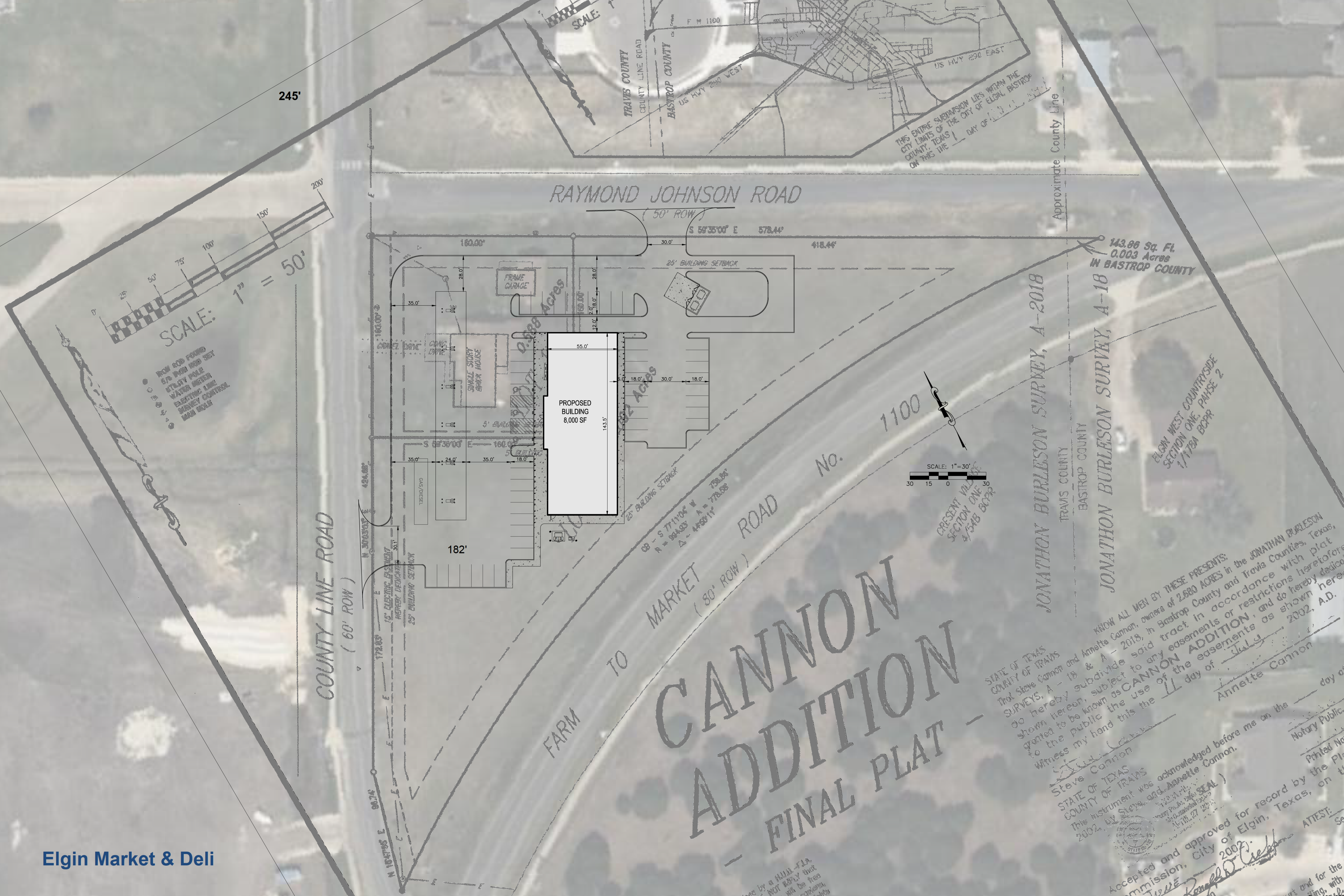
Sincerely

Vincent G. Huebinger

Location map



Distance Exhibit front door to property line



CANNON ADDITION FINAL PLAT

KNOW ALL MEN BY THESE PRESENTS: I, Steve Cannon, owner of 2.680 ACRES in the JONATHAN BURLESON SURVEYS, A - 18 & A - 2018, in Bastrop County and Travis Counties, Texas, do hereby subdivide said tract in accordance with plat shown hereon, subject to any easements or restrictions heretofore granted to be known as **CANNON ADDITION**, and do hereby dedicate to the public the use of the easements as shown hereon.

Witness my hand this the 11 day of July, 2002, A.D.

Steve Cannon
Annette Cannon

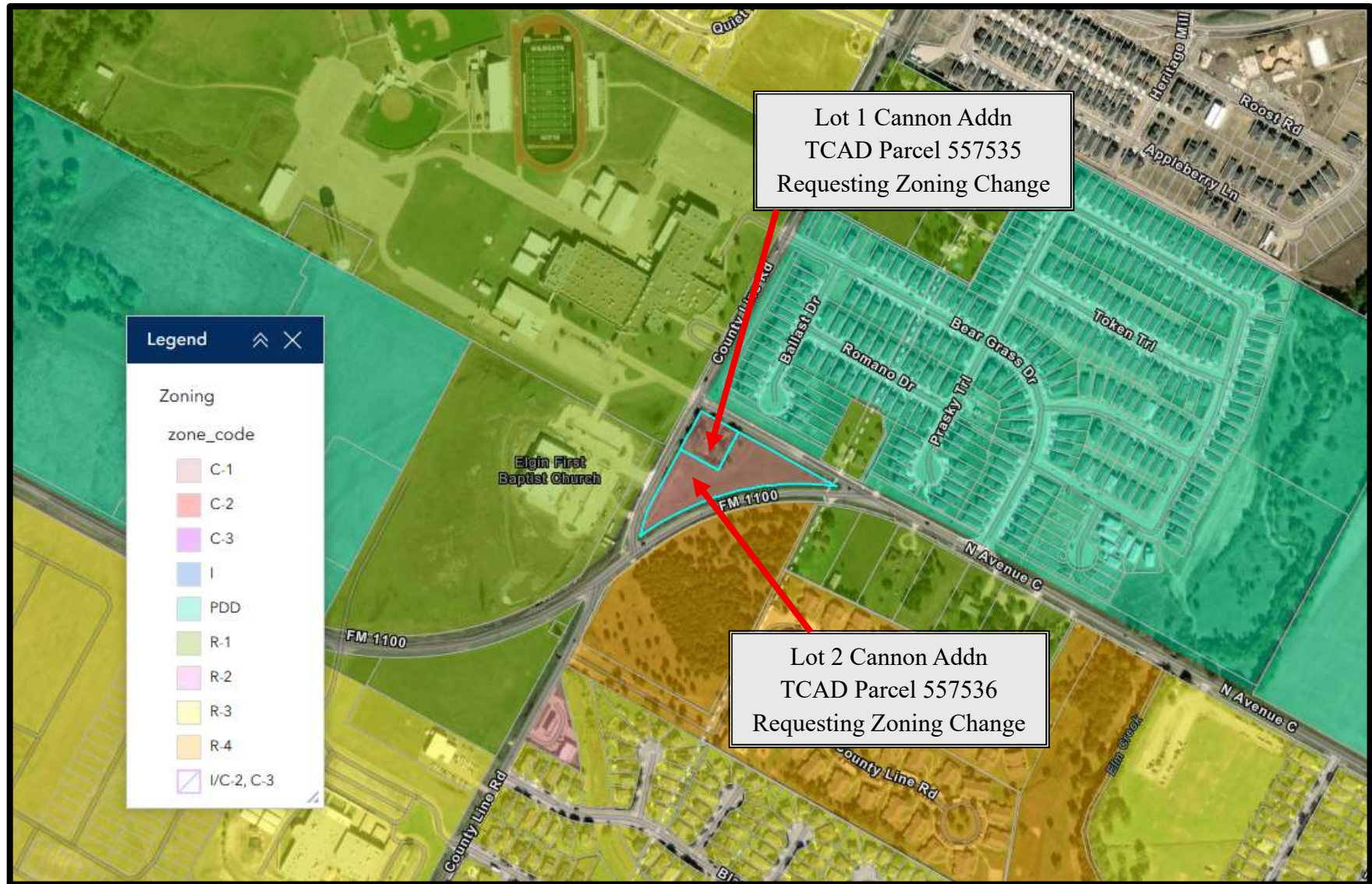
STATE OF TEXAS
COUNTY OF TRAVIS
This instrument was acknowledged before me on this _____ day of _____, 2002, by Steve and Annette Cannon.

Accepted and approved for record by the Planning Commission, City of Elgin, Texas, on this _____ day of _____, 2002.

Notary Public, State of Texas
Printed Name _____
Notary Seal _____
ATTEST: _____
Secretary

Notarized by a PUBLIC-FLA... DOES NOT APPLY that... will be free... cooperation... Healy...

Vicinity Map



Planning and Zoning Commission Members and City of Elgin Planning and Zoning Department,

I am writing to provide feedback on the requested zoning change for 13919 County Line Rd **Project #202600004, proposing a rezone from C-1 to C-2.**

I am a resident of the Peppergrass neighborhood directly north of this site, and my home is located within 500 feet. I strongly oppose this zoning change.

The proposal would allow a 10-pump gas station with a drive-through, placing a high-intensity commercial use directly across from homes, First Baptist Church Elgin, and the high school. This scale and type of use is not compatible with the surrounding residential and institutional uses. While the application highlights benefits to the landowner, it does not address the impacts on adjacent residents or broader planning considerations.

From a planning and neighborhood perspective, several concerns arise to me:

Land Use Compatibility - Zoning decisions should promote compatible transitions between commercial and residential areas. A gas station with a drive-through represents a higher-intensity use than typical C-1 neighborhood commercial and introduces extended hours, traffic, lighting, and noise immediately adjacent to homes. This proposal does not reflect an appropriate transition in intensity and instead creates a sharp edge between residential uses and a high-activity commercial operation.

Overconcentration of Similar Uses - Within 1 mile there are already two gas stations with fuel, alcohol sales, and food service. Within 2 miles there are approximately ten. Approving another gas station risks overconcentration of a single use, which can undermine corridor diversity and limit opportunities for neighborhood-serving businesses more aligned with C-1 intent. This raises the question of whether this rezoning advances community need or primarily expands an already saturated use category in Elgin.

Traffic Impacts - This intersection already experiences substantial traffic from school activity, truck movement to developments, and said ongoing development. A gas station with a drive-through introduces increased turning conflicts, vehicle backups and idling, delivery truck activity, and peak traffic overlap with school traffic. The under construction apartment complex just south will further increase traffic. With no planned TXDOT improvements to FM 1100, these impacts are likely to worsen. Rezoning to allow a higher-intensity use before transportation capacity is addressed may be premature.

Noise, Light, and Quality-of-Life Impacts

Residents along County Line Road and adjacent in Peppergrass already experience continuous roadway noise that is audible inside our homes. My home backs up to County Line Road, and although I knew of the planned updates and purchased knowing that the abundance of neighbors which are inconsiderate and have loud exhausts, or play loud music has made our homes unpeaceful during busier traffic times. A gas station would introduce additional late-hour operational noise, including engines, music, deliveries, and drive-through activity. Gas stations also generate high levels of nighttime lighting. Streetlight installation along County Line Road has already reduced nighttime darkness for adjacent homes; additional commercial lighting would further affect residential livability. These are typical characteristics associated with this use and are especially impactful when located directly adjacent to homes.

Precedent and Long-Term Planning

Rezoning from C-1 to C-2 at a neighborhood edge establishes a precedent for allowing higher-intensity commercial uses next to residential areas. Such incremental intensity increases shift corridor character away from neighborhood-serving commercial purposes. Careful consideration is warranted before establishing this precedent especially as this area develops with more homes. The tract already has viable development potential under C-1 zoning. Elgin is lacking in commercial uses that could better serve nearby residents while maintaining compatibility with surrounding homes, schools, the church. Rezoning is not necessary to make the property usable or profitable; it is a request to allow a more intensive use which also has negative effects to those of us adjacent.

Please consider keeping in place the C-1 zoning and help ensure any planned use better aligns with neighbors and Elgins needs.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDERATION OF A REQUEST BY VINCENT GERARD & ASSOCIATES, AGENT FOR RAFIQMOHAMMAD N. DHUKA, PROPERTY OWNER, TO GRANT A VARIANCE TO THE DISTANCE PROHIBITION FOR THE SALE OF ALCOHOL PER SEC. 8-20. PLACES WHERE ALCOHOLIC BEVERAGES MAY NOT BE SOLD. (A)(1), ALLOWING THE SALE OF ALCOHOL (BEER AND WINE) FROM A PROPOSED CONVENIENCE MARKET AND FUEL STATION AT 13919 COUNTY LINE ROAD. (BEAU PERRY - CITY ENGINEER)

DEPARTMENT: Development Services

PROPOSED ACTION: Consider request to allow a variance per *Chapter 8, Article II, Sec. 8-20. Places where alcoholic beverages may not be sold.* To allow alcohol sales within 300 feet of Elgin High School Campus from a proposed convenience market and fuel station located at 13919 County Line Road.

BACKGROUND:

13919 County Line Road's current commercial zoning allows grocery store as a "use by right", however grocery stores, specifically convenience stores, typically sell beer and wine, and the alcoholic beverages section of our Business Ordinance ([Chapter 8, Article II](#)) prohibits the sale of alcoholic beverages within 300 feet of any church, public or private school or public hospital. The ordinance further stipulates how the distance is measured between the place of business where alcoholic beverages are sold. For public schools, the distance is measured from the **property line** of the public or private school to the property line of the business. In this case, the distance is approximately one hundred and twenty feet (120') to the Elgin High School Campus, thus requiring the waiver. For churches, the distance is measured from along the property lines of the street fronts and from **front door to front door**, and in a direct line across intersections. In this case, the distance is approximately one thousand, twenty feet (1,020'), so the proximity of the church should not factor into the decision to grant the requested variance. Item (e) of Chapter 8, Article II states: "The city council may also allow variances to the regulation if the city council determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community."

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None.

ATTACHMENTS:

1. Variance Staff Report
2. Vicinity Map
3. Redacted Variance Application

{ } 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.



Development Services Department

STAFF REPORT

Ordinance Variance Request

Project #202600005

Date: February 23, 2026
Applicant: Vincent Huebinger
Meeting Date: March 17, 2026 (City Council)
Location: 13919 County Line Rd, TCAD Parcels 557535 (Lot 1 Cannon Addn) and 557536 (Lot 2 Cannon Addn) at the intersection of FM 1100, County Line Road, and Raymond Johnson Rd.

APPLICATION SUMMARY

Applicant is proposing construction of an 8,000 square foot supermarket. The size, as well as intended sale of gasoline and alcohol, require rezoning from C-1 Neighborhood Shopping District to C-2 General Commercial District.

This location is in close proximity to Elgin High School and to the First Baptist Church of Elgin. For this reason the applicant is requesting a variance from the section of the code prohibiting sale of alcohol within proximity of a school and/or church.

DEPARTMENT COMMENTS

City of Elgin code prohibits sale of alcohol within 300 feet of a church, public school, private school, or hospital, per [Sec. 8-20\(a\)\(1\)](#).

Per [Sec. 8-20\(b\)](#):

- 1) The measurement of the distance between the place of business where alcohol is sold and a church or public hospital is measured along property lines of street fronts and from front door to front door.
- 2) The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be in a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections.

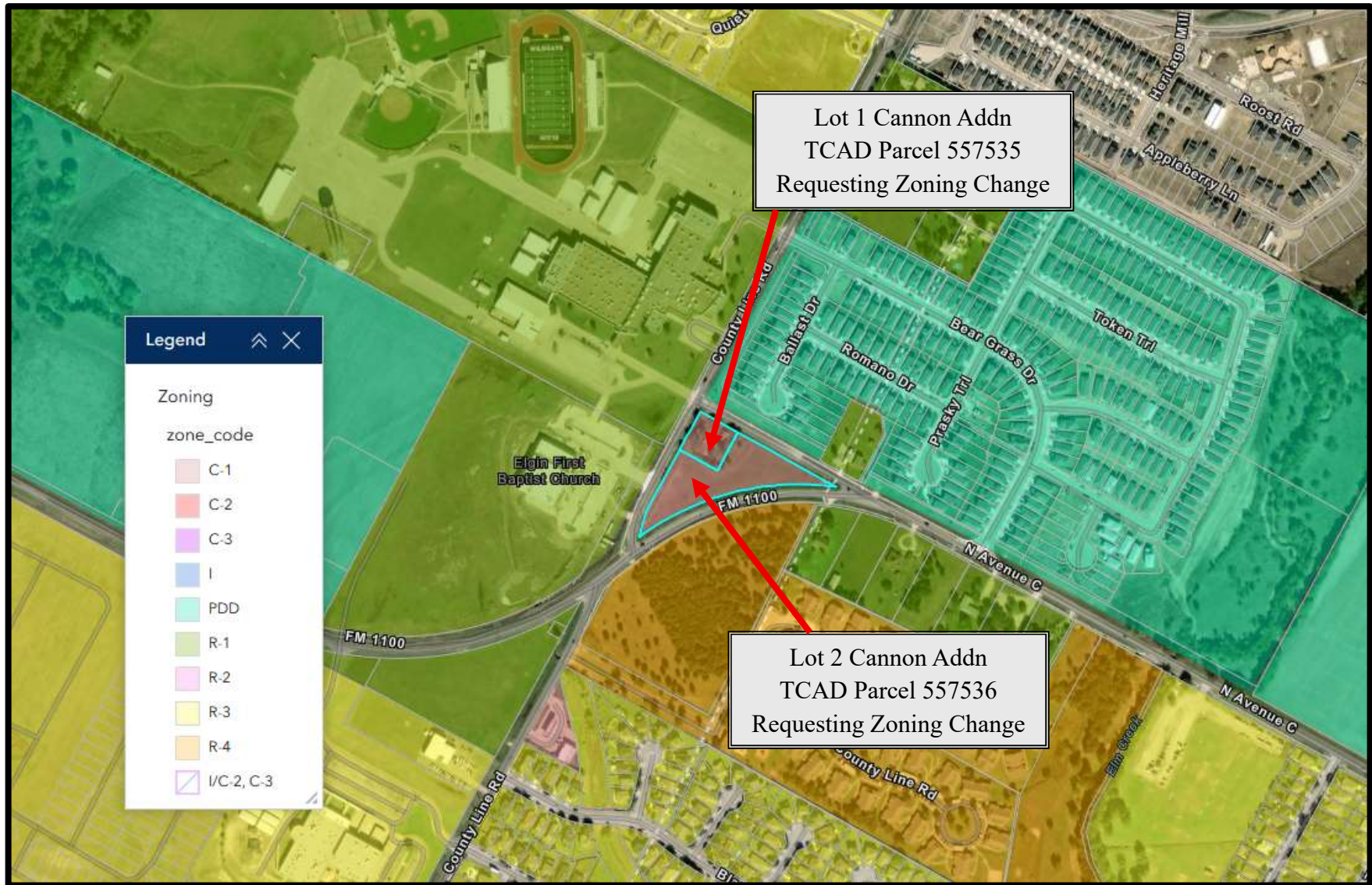
Elgin Baptist Church is not within 300 feet door-to-door.

Elgin High School is within 300 feet in a direct line between property lines.

ATTACHMENTS

1. Vicinity Map
2. Application
3. Owner's Authorization Forms
4. Letter of Request
5. Proposed Site Plan

Vicinity Map



ORDINANCE VARIANCE APPLICATION

Date: 1/27/2026

SITE INFORMATION

Project Address: 13919 County Line Rd Elgin TX 78621

Parcel Identification Number (if no address): 557536

APPLICANT

Name: Vincent G. Huebinger - Vincent Gerard & Associates

Postal Address: **INFORMATION REDACTED**

INFORMATION REDACTED

E-Mail Address: **INFORMATION REDACTED**; Phone Number: **INFORMATION REDACTED**

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.

	<u>Vince Huebinger - President</u>	<u>1/23/2026</u>
Signature	Printed Name	Date

Project Description:

We respectfully request a variance from section 8.20 for separation from property lines on offsite consumption alcohol sales. The minimum 300' setback will not be met (189' from door to property line). See summary letter for more description filed with this request. Landowners authorization is included in this application.




Mr. Beau Perry
Development Services Director
City of Elgin Texas

Date 01/22/2026

RE: Landowner Authorization Letter, 13919 County Line Road Elgin Texas 78621. Cannon Addition Lots 1 & 2, Lot 1 @ 0.588 acres, Lot 2 @ 2.092 acres.

Mr. Perry,

As landowners of the property described in the above address and legal description, we hereby authorize Alvin Momin and their agent Vincent Gerard & Associates to file all appropriate Zoning applications, variances, resubdivision, site plans, permits, and waivers associated with the proposed Convenience Market, fuel station and Beer and Wine sales for the above specified legal description and address listed above.



Signature

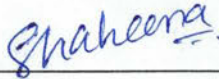
FURTHER, Affiant sayeth not.

Rafiqmohammad Noorji Dhuka

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January

2026 by Rafiqmohammad Noorji Dhuka.



Notary Public, in and for the State of Texas

My commission expires:

08/30/2026

Mr. Beau Perry
Development Services Director
City of Elgin Texas

Date 01/22/2026

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Mr. Perry,

As landowners of the property described in the above address and legal description, we hereby authorize Alvin Momin and their agent Vincent Gerard & Associates to file all appropriate Zoning applications, variances, resubdivision, site plans, permits, and waivers associated with the proposed Convenience Market, fuel station and Beer and Wine sales for the above specified legal description and address listed above.



Signature


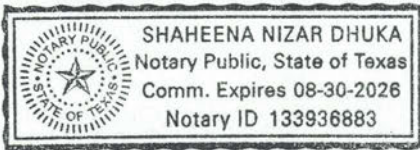
FURTHER, Affiant sayeth not.

RAFI MOHAMMAD NOORJI DHUKA

Print Name:

SWORN TO AND SUBSCRIBED BEFORE ME this 22nd day of January

2026, by Rafiqmohammad Noorji Dhuka.



Notary Public, in and for the State of Texas

My commission expires:

~~01/13/2020~~ 08/30/2026
Shaheena



Vincent Gerard & Associates, Inc.

Mr. Beau Perry
Development Services Manager
Elgin Texas

January 23, 2026

Summary Letter for 13919 County Line Road, Market & Deli Rezone and Variance. Legal Subdivided Lots 1 & 2, Cannon Addition Application and Variance Request (prop. ID 557536 & 557535).

Mr. Perry;

We respectfully request a rezone for this 2-lot property located on County Line Road and Raymond Johnson Road to allow an 8,000 sq ft Market & Deli with 10 covered gas pumps on a 2.68-acre property. The concept is for an upscale market & Deli with fresh meat and delicatessen counters as an in-store or take-out eatery. It will also incorporate a drive through window. The buyers want to cater to the surrounding neighborhood homeowners and school. With the 8,000sq.ft. Market & Deli and the gas pumps, we will require a rezone to C-2 General Commercial zoning by City Council for both lots. We would also respectfully request to include beer and wine sales without on premises consumption within the 300' property line distance from a school and a church. We have included a preliminary site plan for your zoning review. As you are aware, this area is exploding with development projects, and our clients have determined that this tract is located at a prime spot for a large market that sells fuel, deli meats and cheeses, food, drinks, coffee, beer and wine, convenience goods, and assorted essentials for the surrounding residential homeowners. Unfortunately, the tract is located within 300' of the Elgin High School and First Baptist Church of Elgin and requires a variance. With the High School nearby, the Market & Deli will cater to the high school students for lunches and after-school snacks.

Section 8.20 "Places where alcoholic beverages may not be sold", this code does not allow alcoholic beverages to be sold on any premises located within 300' of any church public or private school without a variance. 8.20 (F) (1&2) removes the 1,000' separation distance if the retail off-premises consumption Permit or license is less than 50% of the gross receipts, overall (F-1) and excluding the motor fuel tax, (F-2) is from the sale or service of alcoholic beverages. However, Section 8.20 (E) does allow City Council to approve/deny a variance in these regulations with conditions. We would like to discuss some of those conditions.

- a) *Regulation is not in the best interest of the public*; This is for City Council to decide. However, our team has concluded this is an arbitrary determination that was instituted post-Prohibition by TABC and copied over to many municipalities. Public interest can be argued on both sides of the table. For instance, if you are concerned with the church members or school kids' access to beer and wine purchases, we feel that an arbitrary distance to alcohol sales doesn't remove any of the access concerns. If the High School kids want to get alcohol, they will find a way, but the least likely location would be at this market close to the school. This is where teachers and

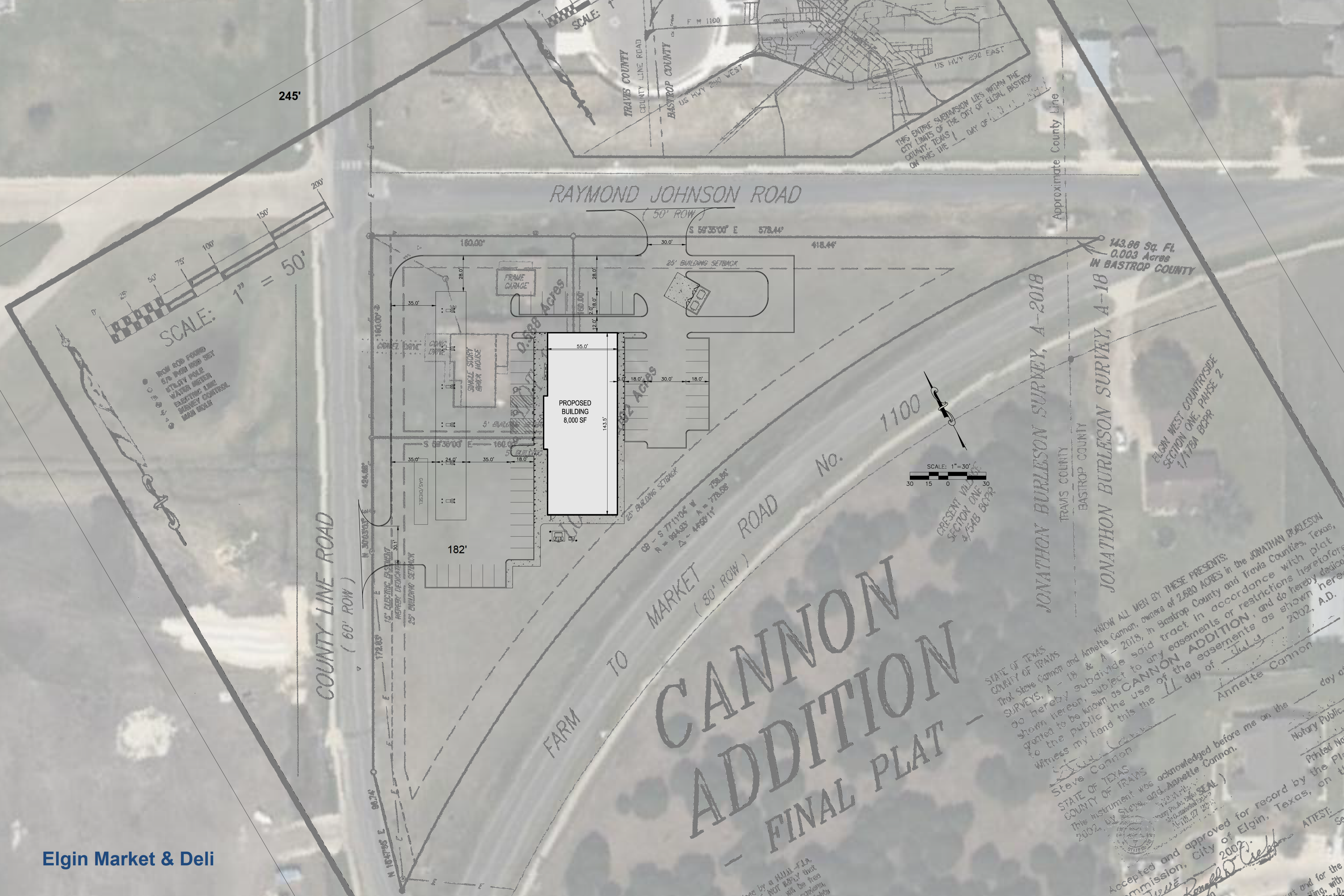
administrators as well as the First Baptist church congregation, not to mention the thousands of area residents who would love nearby access to these goods and services. The client is offering to mandate all alcohol & tobacco purchases require a valid ID within their registers prior to purchase to avoid any mistakes.

- b) *Constitutes waste or inefficient use of land or other resources;* The Market & Deli will generate a lot of ad valorem sales tax revenue for the city and our client cannot risk the \$6 million dollar investment without the variance. With this substantial investment, the Market & Deli will need to have beer and wine sales (offsite consumption only) available to the thousands of Elgin rooftops within a one (1) mile radius. If the variance is not granted, the client cannot go through with the purchase of the property. For the inefficient use of land, as a land planner, we must routinely discuss other land use concepts that would work at specific site locations. We cannot think of anything else with a higher and better use than a Market & Deli with fuel sales for this site. A standard C-1 retail site would be not as viable for the consumers or for the city tax base. Further, our client has had this distance setback waived by TABC on two previous occasions, one by posting a \$5,000 bond to TABC.
- c) *Creates an undue hardship on an applicant:* This is probably one of the strongest arguments in favor of the variance. Allowing the Market & Deli without the beer and wine sales for all the adults who live and invest in the Elgin nearby neighborhoods, shops and stores within the 1-mile radius, would decrease the clients' profits by at least 15%. The profit margins for this market are not great enough to withstand the 15% loss of gross profits. The client's decreased profits would also decrease the sales tax revenue (2%) for the city. As such, the proposed project will not be viable without the off-site consumption of beer and wine.
- d) *Does not serve its intended purpose, is not effective or necessary;* In our opinion, there is no doubt that the required separation distance for alcohol sales is ineffective and not necessary. This is an old and antiquated rule put in place by the TABC after Prohibition that most jurisdictions follow. TABC routinely waives this distance when requesting a license to sell alcohol by the applicant posting a \$5,000 assurance bond. TABC rules from churches are measured from door to door. The store and church doors are over 525' separation distance for this application. The front door of the proposed market and deli is 193' away from the high school property line. As stated above, if school kids or parishioners do not have the fortitude to follow the state law for legal consumption of alcohol, to indicate that merely the proximity by location for sales is too much of a concern for a land use decision, those school kids will still find a way to violate the law at some other establishment elsewhere.

Since TABC routinely waives this requirement and this would benefit the Elgin community, we respectfully request you approve of this variance. Our clients have an absolute spotless record with TABC in their past stores, and they would like to become contributors to the economy of the Elgin community.

Sincerely

Vincent G. Huebinger



RAYMOND JOHNSON ROAD

FARM TO MARKET ROAD

COUNTY LINE ROAD

CANNON ADDITION

FINAL PLAT

SCALE: 1" = 50'

IRON ROD FOUND
6"X 6" POST AND RING SET
UTILITY POLE
WATER METER
ELECTRIC LINE
DRAINAGE CONTROL
MAN HOLE

SCALE: 1" = 30'

30 15 0 30

143.86 Sq. Ft.
0.003 Acres
IN BASTROP COUNTY

JONATHAN BURLESON SURVEY, A-2018
TRAVIS COUNTY
BASTROP COUNTY

ELGIN WEST COUNTRYSIDE
SECTION ONE, PHASE 2
1/178A BCRP

KNOW ALL MEN BY THESE PRESENTS:
I, Steve Cannon, owner of 2.680 ACRES in the JONATHAN BURLESON SURVEYS, A-18 & A-2018, in Bastrop County and Travis Counties, Texas, do hereby subdivide said tract in accordance with plat shown hereon, subject to any easements or restrictions heretofore granted to be known as CANNON ADDITION, and do hereby dedicate to the public the use of the easements as shown hereon.
Witness my hand this 11 day of July, 2002, A.D.
Steve Cannon
Annette Cannon

STATE OF TEXAS
COUNTY OF TRAVIS
This instrument was acknowledged before me on this _____ day of _____, 2002, by Steve Cannon and Annette Cannon.

Accepted and approved for record by the Planning Commission, City of Elgin, Texas, on this _____ day of _____, 2002.
Jesse [Signature]
City Clerk

ATTEST: [Signature]
Notary Public, State of Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL FOR GRANT WRITING SERVICES FOR TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT, AND MAKING CERTAIN FINDINGS RELATED THERETO. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider the proposal from Kimley- Horn Engineers and grant writers.

BACKGROUND:

The Texas Water Development Board (TWDB) is implementing a one-time \$1.038 billion grant program under House Bill 500 (HB 500) to fund water supply and water infrastructure projects across Texas. The funds were appropriated from the state's general revenue fund during the 89th Legislative Session to help ensure a secure water future for Texas Eligible Projects include funding is limited to water supply and water infrastructure projects, including:

- Repairing system deficiencies (water quality, pressure, capacity, water loss)
- Replacing or upgrading systems
- Consolidation projects
- Purchasing water systems or capacity
- Water reuse projects
- Purchasing water rights
- Improving irrigation efficiency

This resolution is to authorize staff to work with the grant writers and employ Kimley Horn staff to administer the grant. Staff believes the City of Elgin is eligible and a competitive match for this grant, given that Elgin is a small community facing imminent growth and strain on the water system. The City anticipates writing a grant for the full funding amount for our system being \$15M. If successful, the administrative fees for the application will be reimbursed by the grant. If the City is not successful in getting these funds the City would pay the administrative fees of \$25K.

BUDGET/FINANCIAL IMPACT:

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

The city would pay the administrative fees of \$25,000 if the grant is not successful.

RECOMMENDATION:

Staff recommends approval of the resolution to apply for and have third party engineers apply for this water supply and infrastructure grant.

ATTACHMENTS:

1. RESOLUTION Kimly Horn Grant writingl 2025-02-18-XX
2. CityofElgin_WSIG_LetterAgreement_PartialExecution

{ } 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. 2026-03-17-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPOSAL FOR GRANT WRITING SERVICES FOR TEXAS WATER DEVELOPMENT BOARD WATER SUPPLY AND INFRASTRUCTURE GRANT, AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin has certain interest and service requirements set forth in the certificates of convenience and necessity of a municipal water service area set forth by the public utility commission; and,

WHEREAS, The City of Elgin has been made aware of certain funding opportunities through the Texas Water Development Board (TWDB) and their Water Supply and Infrastructure grant (WSIG); and,

WHEREAS, given the opportunity for significant funding at relatively low streaks the staff is now recommending procuring these services with Kimly-Horn; and,

WHEREAS, this proposal is presented now to the council for consideration and approval.

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 a proposal for grant writing services in the amount of the proposal attached and identified as Exhibit A. “**2026 Water Supply and Infrastructure Grant (WSIG) Application for City of Elgin, Texas**” 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 March 2026

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ESMERALDA RANGEL, Assistant City Secretary



February 25, 2026

Michael Gonzales
Public Works Director
City of Elgin
310 North Main Street
Elgin, TX 78621
Michael.Gonzalez@elgintexas.gov

Re: Letter Agreement for Professional Services for
2026 Water Supply and Infrastructure Grant (WSIG) Application for City of Elgin, Texas

Dear Mr. Michael Gonzales,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to City of Elgin (“City” or “Client”) for providing services related to the application preparation for the 2026 Water Supply and Infrastructure Grant (WSIG) for the City of Elgin, Texas. This proposal is to support the City to prepare one application package for the 2026 WSIG (“Project”). Our scope of services, schedule, and fee are presented below.

Project Understanding

Kimley-Horn will provide grant writing services to assist the City with preparation for the upcoming Texas Water Development Board (TWDB) – 2026 Water Supply and Infrastructure Grant (WSIG) Application package for a water supply or water infrastructure project identified by the City. The application is expected to open the first week of March when the specific details of the application will be well defined.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Preparation of 2026 Water Supply and Infrastructure Grant Application (Hourly, Not to Exceed)

Kimley-Horn will assist the City with the preparation of one (1) 2026 WSIG Application to TWDB. The WSIG application requirements have not been released by TWDB at this time. This program will opening March/April 2026, at which time all requirements will be published. Due to the unknown nature of the exact application requirements, the following budget estimate is based on an anticipated maximum of 100 hours of Kimley-Horn effort; however, the final cost will reflect the actual hours required to complete the services requested by the City. Once the full scope of the application requirements is released by TWDB; and if the allocated fee is determined to be insufficient, additional scope will be considered an additional service. Additional services can be provided at Kimley-Horn’s hourly labor rate as shown in Attachment 1.

Anticipated services consist of the following:

1. Coordination with City staff to review and discuss potential infrastructure projects that may satisfy the eligibility requirements for the WSIG program.
2. Attend one (1) site visit of City facilities as part of the assessment process, if requested.
3. Evaluate identified projects to determine their eligibility under the grant criteria and develop a

- prioritized list of projects that fully meet the requirements for the WSIG program.
4. Develop and prepare supporting exhibits for the identified project intended for inclusion in the WSIG application.
 5. Prepare Opinion of Probable Construction Costs for the identified project.
 6. Perform grant writing services and completion of TWDB forms for one (1) application package.
 7. Address one (1) round of comments and provide submittal materials to the City. Kimley-Horn will submit the application package to TWDB via the designated application portal on behalf of the City.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn’s then-current hourly rates.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following: water master plan, capital improvement maps, GIS of water system, and project priority lists.

Schedule

Kimley-Horn will perform the services with the goal of meeting a mutually agreed schedule and plan for submission on or prior to the TWDB submittal deadline date set for July 2026. To meet this schedule, the City shall provide Kimley-Horn the Notice to Proceed (NTP) **no later than March 18, 2026**. Kimley-Horn shall not have liability for or deemed in breach because of delays caused by any factors outside of its reasonable control, consisting of but not limited to acts of the City, natural disasters, adverse weather, third parties, or governmental agencies. Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Task 1 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
1	WSIG Application Preparation 2026	\$25,000.00	Hourly, Not-to-Exceed
Total		\$25,000.00	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All

permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Elgin.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Hiron Fernando, PE

Title: Associate

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 

Printed Name: Sierra Feller, PE

Title: Project Manager

CITY OF ELGIN

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

- Attachment – Rate Schedule
- Attachment – Request for Information
- Attachment – Standard Provisions

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$150 - \$190
Analyst II	\$195 - \$245
Professional	\$245 - \$275
Senior Professional I	\$290 - \$355
Senior Professional II	\$380 - \$440
Senior Technical Support	\$135 - \$315
Technical Support	\$110 - \$190
Support Staff	\$100 - \$165

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO THE CLIENT AND KIMLEY-HORN, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF KIMLEY-HORN AND KIMLEY-HORN'S OFFICERS, DIRECTORS,

EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES (INCLUDING ATTORNEYS' FEES OTHERWISE RECOVERABLE UNDER TEX. CIV. PRAC. & REM. CODE § 38.001), OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF KIMLEY-HORN OR KIMLEY-HORN'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY KIMLEY-HORN UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY KIMLEY-HORN.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT UPON ACQUISITION OF ALL RELATED PROPERTIES FOR SERVICES FOR GENERAL LAND OFFICE CONTRACT No. 22-085-029-D270 ALSO KNOWN AS THE KENNEDY STREET AND COUNTY LINE ROAD DRAINAGE AND ROADWAY PROJECT, MAKING CERTAIN FINDINGS RELATED THERETO. (MICHAEL GONZALEZ - PUBLIC WORKS DIRECTOR)

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider approval of the staff-recommended contractor for the Kennedy St. and County Line Rd, Phase II project.

BACKGROUND:

The Texas General Land Office issued funds for drainage and roadway improvements. Staff has been working to acquire the right of way and working with designers to engineer and plan for two major roadway improvements. This \$10M project has now reached the point of selecting a construction contractor. That resolution is before you now.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval as presented in accordance with the recommendation letter.

ATTACHMENTS:

1. ITEM 11.7 D270-DraftResolution_AL-TrackChanges
2. Bid Award Recommendation - County Line Road Phase II & Kennedy Street GLO #22-085-029-D270
3. Contractor Reference Checks - County Line Road Phase II & Kennedy Street GLO #22-085-029-270

- { } 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. 2026-03-17-XX

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT UPON ACQUISITIONS OF ALL RELATED PROPERTIES FOR SERVICES FOR GENERAL LAND OFFICE CONTRACT No. 22-085-029-D270 ALSO KNOWN AS THE KENNEDY STREET AND COUNTY LINE ROAD DRAINAGE AND ROADWAY PROJECT MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin, has a desire to make certain roadway and drainage improvements in the area of Kennedy Street and County Line Road; and,

WHEREAS, The City of Elgin was awarded grant funds to make such improvements from the Texas General Land Office; and,

WHEREAS, City staff have solicited and received proposals for professional construction services; and,

WHEREAS, City staff have reviewed the proposals and quantities and now make a recommendation to award and attach it to this resolution as Exhibit A “Recommendation for awarding project GLO Contract D270.”

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 or Mayor Pro Tem are hereby authorized to execute the agreement to begin construction on Kennedy Street and County Line Road, in the amount identified in Exhibit A, based on the bid proposal received and attached as Exhibit B, 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.

Section 5. Funding. Funding for this project’s construction has been furnished by terms in the grant to include \$8,151,414.00 grant funding and \$110,515.00 City match funding. Any and all expenses related to this project surpassing this amount are provided, paid for, and supplied by the City of Elgin in the form of additional local funds. The City Manager or Mayor or Mayor Pro Tem are hereby authorized to approve and execute contract change orders in a total not to exceed 25% of the approved contract amount as stated.

PASSED AND ADOPTED this 17th day of March 2026.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

ESMERALDA RANGEL, Assistant City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

t 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

March 17, 2026

Honorable Theresa McShan, Mayor and City Council
City of Elgin
310 N. Main Street
Elgin, Texas 78621

ATTN: Robert Eads, City Manager

**RE: County Line Road Phase II & Kennedy Street
GLO #22-085-029-D270**

Dear Mayor McShan:

Seven (7) sealed bids were received on March 5, 2026, at 11:00 AM for the above-referenced project. The base bids ranged from a low of \$7,684,090.00 from Larry Young Paving, Inc, of College Station to a high of \$9,830,235.00 from Aaron Concrete Contractors of Austin. A detailed bid tabulation is attached for your reference.

The project consists of two (2) detention ponds, approximately 4,639 LF of roadway and drainage improvements, including storm sewer replacement, culverts, roadway widening, sidewalk, curb and gutter, and ditch re-grading along County Line Road, Central Avenue, Kennedy Street, and Brenham Road, tree removal, and all necessary appurtenances.

The low bidder, Larry Young Paving, Inc., has completed similar work in the past. TRC conducted reference checks on projects supplied by the contractor and found that Larry Young Paving, Inc. has completed those projects to the satisfaction of both the Owners and the Engineers.

Therefore, it is recommended that the City award the project to the low bidder, Larry Young Paving, Inc., in the amount of \$7,684,090.00. The contractor has a bid bond and will be required to furnish payment and performance bonds to the City upon execution.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

William Wachel, P.E.
Regional Vice President

Attachment: Bid Tabulation

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Phase 2, 438186

CONTRACTOR: Larry Young Paving Inc.

CONTACT INFO:

REFERENCE (NAME & COMPANY/CITY): Micah Kreikemeier, LJA

REFERENCE CONTACT INFO: 713-953-5200

DATE OF INTERVIEW: 3/9/2026

REFERENCE PROJECT AREA OF WORK:

UTILITIES (WATER, SEWER, STORM, ETC.)

PLANT WORK (WWTP or WTP EXPANSION)

ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

GENERAL CONSTRUCTION

OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

They worked on the Jack Road Bridge which was a was a three-span bridge with pedestrian access. The bridge had special finishing that delayed it, but the structure was on time. He believes they have a big enough crew to work on two sites at the same time.

2. General:

- a. How much of the work was self performed versus sub contracted out?

The structure was self-performed, the finishing was subbed out.

- b. Did the contractor do the utilities or sub contract them out?

Not part of project

- c. Did the contractor do the roadway work or sub contract it out?

Bridge was self-performed.

3. Would you hire this contractor again?

Yes, great to work with.

4. Project Time:

- b. Was the construction started and completed on time?

The structural part yes, the finishing portion had delays. The contractor offered an American made alternative as a solution, but owner decided against it.

- c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

Yes, what they were able to control was on time.

- d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?

The delays were outside of the contractor's control.

- e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- f. Other?

5. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Yes

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

6. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

7. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

- b. Were there any significant issues with the contractor's employees dealing with the public?

No

- c. Were there many complaints from the residents regarding the contractor?

No

- d. Did the contractor cleanup his work site sufficiently?

Yes

- e. Was there excessive personnel turnover for the contractor's field workers?

No

- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Phase 2, 438186

CONTRACTOR: Larry Young Paving, Inc.

CONTACT INFO: 979-823-4884

AREA(S) OF WORK: X UTILITIES
 X CONCRETE
 X ROADWAY & TRANSPORTATION
 X GENERAL CONSTRUCTION
 OTHER: _____

REFERENCE: James Robbins (TxDOT)

CONTACT INFO: 979-778-2165

DATE OF INTERVIEW: 3/5/2026

1. Project Time:

a. Was the construction started and completed on time?

These questions covered multiple projects conducted by Larry Young for the client of TxDOT including US79, FM2/HW6, and FM 158. Projects were completed on time with the exception of one due to existing utility relocation delays by a third party.

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No.

c. Were there any significant delays or work stoppages?

There were delays caused by subbing out work for traffic signal work. Contractor now has a crew that does signal work themselves to prevent similar delays.

d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
No .

e. Other?

2. Project Budget:

a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
Not excessive. Additional CO were requested due to poor quality of subgrade (pumping) requiring additional work.

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
No, contractor was slow to process material invoices at first but have become much better.

c. Did the contractor pay his sub-contractors timely?
As far as aware.

d. Were there any liens placed on the project from vendors or sub-contractors?
Rarely if ever, possibility of a lien placed from a smaller sub, although was resolved soon after.

e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes, projects included 2+ miles of asphalt roadways, bridges, storm utilities, and minor electrical work.

4. Safety:

a. Were there any safety issues for the contractor's employees or safety issues with the public?
No, safe working conditions for TxDOT roadways.

5. General Problems/Issues:

a. Did the contractor work well with the City/Engineer staffs?
Yes .

b. Were there any significant issues with the contractor's employees dealing with the public?

Nothing that wasn't fixed rapidly.

c. Were there many complaints from the residents regarding the contractor?

Nothing unusual.

d. Did the contractor cleanup his work site sufficiently?

Yes.

e. Was there excessive personnel turnover for the contractor's field workers?

No.

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No. Stayed in contacted with TxDOT and were involved in biweekly meetings.

6. General:

a. How much of the work was self performed versus sub contracted out?

Performed majority of the work themselves, electrical signaling was initially subbed out but they now have a signaling team.

b. Did the contractor do the utilities or sub contract them out?

Performed utilites themselves.

c. Did the contractor do the roadway work or sub contract it out?

Performed paving work themselves.

7. Would you hire this contractor again?

Yes. TxDOT performs evaluations on their contractors and Larry Young performs well. They are not as big as other contractors but are rapidly growing and going for larger projects. If work is slow on one site they will move their crews around. In regards to if they can work on two locations at the same time, if they can be kept busy at both sites they will be there.

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Phase 2, 438186

CONTRACTOR: Capital Excavation

CONTACT INFO:

REFERENCE (NAME & COMPANY/CITY): Brian Faltsek, LJA

REFERENCE CONTACT INFO: 512-439-4700

DATE OF INTERVIEW: 3-5-2026

REFERENCE PROJECT AREA OF WORK:

UTILITIES (WATER, SEWER, STORM, ETC.)

PLANT WORK (WWTP or WTP EXPANSION)

ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

GENERAL CONSTRUCTION

OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

Capital excavation completed PH 1, 2, and 3 of Cascades @ Onion Creek. Brian took over in PH 3, contractor did all the civil work like roadways, utilities, and ditches. Brian has worked with them for years in other projects, he jumped into phase 3 because the other engineer quit. They are a pretty good size company; he thinks they could work at two sites.

2. General:

- a. How much of the work was self performed versus sub contracted out?
Most of the work self-performed. Sub out concrete.
- b. Did the contractor do the utilities or sub contract them out?
Self-performed
- c. Did the contractor do the roadway work or sub contract it out?
Self-performed, some earthwork subbed out depends on their workload.

3. Would you hire this contractor again?

Yes, they are one of his favorites to work with.

4. Project Time:

- b. Was the construction started and completed on time?
Yes.
- c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No, they stay on top of it. In the city of Austin projects, they are proactive.
- d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?
No
- e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
No
- f. Other?

5. Project Budget:

a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

c. Did the contractor pay his sub-contractors timely?

Yes

d. Were there any liens placed on the project from vendors or sub-contractors?

No

e. Other?

6. Safety:

a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

7. General Problems/Issues:

a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

No

d. Did the contractor cleanup his work site sufficiently?

Yes

e. Was there excessive personnel turnover for the contractor's field workers?

Not

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: **County Line Road Phase 2, 438186**

CONTRACTOR: **Capital Excavation**

CONTACT INFO:

REFERENCE (NAME & COMPANY/CITY): **Garland Galm, KCI**

REFERENCE CONTACT INFO: **210-798-9239**

DATE OF INTERVIEW: _____

REFERENCE PROJECT AREA OF WORK:

_____ UTILITIES (WATER, SEWER, STORM, ETC.)

_____ PLANT WORK (WWTP or WTP EXPANSION)

ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

(Todd Simang no longer works at KCI) They have experience working with them mainly in TxDOT roadway projects. They involve road widening, drainage improvements, roadway improvements, and some bridges. He says that for the size of our project it shouldn't be an issue for them to have crews working at 2 locations. They have a pretty good size team.

2. General:

- a. How much of the work was self performed versus sub contracted out?
Self performed roadway, drainage, most of it.
- b. Did the contractor do the utilities or sub contract them out?
Not involved in those types of projects, can't speak about it.
- c. Did the contractor do the roadway work or sub contract it out?
Mostly self performed.

3. Would you hire this contractor again?

Yes

4. Project Time:

- b. Was the construction started and completed on time?
On schedule.
- c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No, fairly close.
- d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?
No
- e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
No
- f. Other?

5. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?
No
- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
No
- c. Did the contractor pay his sub-contractors timely?
Yes
- d. Were there any liens placed on the project from vendors or sub-contractors?
No
- e. Other?

6. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?
No

7. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?
Yes
- b. Were there any significant issues with the contractor's employees dealing with the public?
No
- c. Were there many complaints from the residents regarding the contractor?
No
- d. Did the contractor cleanup his work site sufficiently?
Yes
- e. Was there excessive personnel turnover for the contractor's field workers?
No
- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)? No

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Phase 2, 438186

CONTRACTOR: Capital Excavation

CONTACT INFO: 512-440-1717

REFERENCE (NAME & COMPANY/CITY): Nick Shelly, Titos Vodka

REFERENCE CONTACT INFO: 512-716-0091

DATE OF INTERVIEW: 3/5/2026

REFERENCE PROJECT AREA OF WORK:

UTILITIES (WATER, SEWER, STORM, ETC.)

PLANT WORK (WWTP or WTP EXPANSION)

ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

GENERAL CONSTRUCTION

OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

For the Blocker Ln project it was about a mile of roadway widening and drainage work. He believes they are capable of working at two different sites with no problem.

2. General:

- a. How much of the work was self performed versus sub contracted out?

Mostly self performed, concrete and asphalt were subbed out.

- b. Did the contractor do the utilities or sub contract them out?

Self performed.

- c. Did the contractor do the roadway work or sub contract it out?

Mostly self performed.

3. Would you hire this contractor again?

Yes

4. Project Time:

- b. Was the construction started and completed on time?

Yes

- c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No, on time.

- d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?

No

- e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- f. Other?

5. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Yes, no issues

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

6. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No, they did good.

7. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staff?

Yes

- b. Were there any significant issues with the contractor's employees dealing with the public?

No

- c. Were there many complaints from the residents regarding the contractor?

None

- d. Did the contractor cleanup his work site sufficiently?

Yes

- e. Was there excessive personnel turnover for the contractor's field workers?

No, he consistently saw the same crew out there.

- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Phase 2, 438186

CONTRACTOR: Joe Bland Construction, LLC.

CONTACT INFO: 512-821-2808

REFERENCE (NAME & COMPANY/CITY): NONE – Reference Contact Info was not provided for projects by contractor. Joe Bland Construction LLC was contacted via phone and email with no response.

REFERENCE CONTACT INFO: X

DATE OF INTERVIEW: X

REFERENCE PROJECT AREA OF WORK:

UTILITIES (WATER, SEWER, STORM, ETC.)

PLANT WORK (WWTP or WTP EXPANSION)

ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

GENERAL CONSTRUCTION

OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

2. General:

a. How much of the work was self performed versus sub contracted out?

b. Did the contractor do the utilities or sub contract them out?

c. Did the contractor do the roadway work or sub contract it out?

3. Would you hire this contractor again?

4. Project Time:

b. Was the construction started and completed on time?

c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?

e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

f. Other?

5. Project Budget:

a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
 - c. Did the contractor pay his sub-contractors timely?
 - d. Were there any liens placed on the project from vendors or sub-contractors?
 - e. Other?
6. Safety:
- a. Were there any safety issues for the contractor's employees or safety issues with the public?
7. General Problems/Issues:
- a. Did the contractor work well with the City/Engineer staffs?
 - b. Were there any significant issues with the contractor's employees dealing with the public?
 - c. Were there many complaints from the residents regarding the contractor?
 - d. Did the contractor cleanup his work site sufficiently?
 - e. Was there excessive personnel turnover for the contractor's field workers?
 - f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Phase 2, 438186

CONTRACTOR: Packsaddle Management

CONTACT INFO:

REFERENCE (NAME & COMPANY/CITY): Carla Ortis, Travis Water District

REFERENCE CONTACT INFO: 512-912-6423

DATE OF INTERVIEW: 3/6/2026

REFERENCE PROJECT AREA OF WORK:

UTILITIES (WATER, SEWER, STORM, ETC.)

PLANT WORK (WWTP or WTP EXPANSION)

ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

GENERAL CONSTRUCTION

OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

They've worked with Packsaddle management; they installed a waterline for Travis water district 10. She believes they have a big enough team to work on two sites, but she hasn't had experience working with them in roadway work unfortunately.

2. General:

- a. How much of the work was self performed versus sub contracted out?

All self performed.

- b. Did the contractor do the utilities or sub contract them out?

Self performed

- c. Did the contractor do the roadway work or sub contract it out?

Not part of project.

3. Would you hire this contractor again?

Yes, good to work with.

4. Project Time:

- b. Was the construction started and completed on time?

Yes, early actually.

- c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No, early completion.

- d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?

No

- e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- f. Other?

5. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

N/A

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

6. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

7. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

- b. Were there any significant issues with the contractor's employees dealing with the public?

No

- c. Were there many complaints from the residents regarding the contractor?

No

- d. Did the contractor cleanup his work site sufficiently?

Yes

- e. Was there excessive personnel turnover for the contractor's field workers?

No

- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)? **No**

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Phase 2, 438186

CONTRACTOR: Packsaddle Management

CONTACT INFO:

REFERENCE (NAME & COMPANY/CITY): Veronica Hernandez, City of Burnet

REFERENCE CONTACT INFO: 512-553-3498

DATE OF INTERVIEW: 3/9/2026

REFERENCE PROJECT AREA OF WORK:

UTILITIES (WATER, SEWER, STORM, ETC.)

PLANT WORK (WWTP or WTP EXPANSION)

ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

GENERAL CONSTRUCTION

OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

They worked on a full road reconstruction for Houston Clinton Drive which included adding some geogrid. They also worked sidewalks and some drainage. They believe they have enough personnel to have crews working at 2 different sites simultaneously.

2. General:

- a. How much of the work was self performed versus sub contracted out?

Self performed 90%, paving was subbed out

- b. Did the contractor do the utilities or sub contract them out?

Not part of the project

- c. Did the contractor do the roadway work or sub contract it out?

Mostly self performed

3. Would you hire this contractor again?

Yes

4. Project Time:

- b. Was the construction started and completed on time?

Yes

- c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No, on schedule.

- d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?

No

- e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- f. Other?

5. Project Budget:

a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

c. Did the contractor pay his sub-contractors timely?

Yes

d. Were there any liens placed on the project from vendors or sub-contractors?

No

e. Other?

6. Safety:

a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

7. General Problems/Issues:

a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

No

d. Did the contractor cleanup his work site sufficiently?

Yes

e. Was there excessive personnel turnover for the contractor's field workers?

No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)? No

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: County Line Road Phase 2, 438186

CONTRACTOR: Packsaddle Management

CONTACT INFO:

REFERENCE (NAME & COMPANY/CITY): Jacob Harris, Doucet

REFERENCE CONTACT INFO: (817)455-5559

DATE OF INTERVIEW: 3/6/2026

REFERENCE PROJECT AREA OF WORK:

UTILITIES (WATER, SEWER, STORM, ETC.)

PLANT WORK (WWTP or WTP EXPANSION)

ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

GENERAL CONSTRUCTION

OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

They did work on a small single family sub division, 3,500LF of roadway work along with ditches. Everything was to Bastrop county specs and they installed a waterline, did onsite grading, and drainage. Can't speak on size since theirs was a smaller project.

2. General:

- a. How much of the work was self performed versus sub contracted out?
Not sure but utilities were self performed, paving, dirt, and grading subbed out.
- b. Did the contractor do the utilities or sub contract them out?
Self performed
- c. Did the contractor do the roadway work or sub contract it out?
See response in 2 (a)

3. Would you hire this contractor again?

Yes

4. Project Time:

- b. Was the construction started and completed on time?
Yes, some delays due to weather and inspector.
- c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No
- d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?
Yes, due to weather and inspector requesting more testing.
- e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
Yes, inspector driven.
- f. Other?

5. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Doesn't know

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

6. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

7. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

- b. Were there any significant issues with the contractor's employees dealing with the public?

No

- c. Were there many complaints from the residents regarding the contractor?

Yes

- d. Did the contractor cleanup his work site sufficiently?

Yes

- e. Was there excessive personnel turnover for the contractor's field workers?

No

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No



Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: Executive

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

BACKGROUND:

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

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

BUDGET/FINANCIAL IMPACT:

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

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Resolution Authorizing CM to Sign with ESD 3
2. ITEM 11.8 Second Amended Bastrop County ESD 3 and Elgin ILA - Draft

- { 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. 2026-03-17-XX

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

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

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 17th day of March 2026.

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin

ESMERALDA RANGEL, Assistant City Secretary

**SECOND AMENDED INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES
BETWEEN BASTROP COUNTY ESD NO. 3 AND
THE CITY OF ELGIN, TEXAS**

STATE OF TEXAS

COUNTY OF BASTROP

This Second Amended Interlocal Agreement for Emergency Medical Services (“Agreement”) is between Bastrop County Emergency Services District No. 3 (“District”) and the City of Elgin, Texas (“City”) (collectively, the “Parties;” singularly, “Party”), and shall be effective as of January 1, 2026 (“Effective Date”), for the term stated below.

WHEREAS, the District is an emergency services district operating under Chapter 775 of the Texas Health & Safety Code; and

WHEREAS, the City is a Texas political subdivision and a home rule city; and

WHEREAS, the District and the City are empowered to enter into interlocal agreements pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the District held a successful annexation election in November 2025 which resulted in the portions of the City and its extraterritorial jurisdiction (“ETJ”) that lie within Bastrop County being added to the territory of the District; and

WHEREAS, the District is a single-county emergency services district whose boundaries now include all of Bastrop County, save the ETJ of the cities of Austin and Webberville that are within Bastrop County; and

WHEREAS, a portion of the City and City ETJ lie within Bastrop County and a portion of the City and City ETJ lie within Travis County; and

WHEREAS, the City desires for the District to provide Emergency Medical Services (“EMS”) to the portion of the City that lies within Travis County (“City’s Travis County Area”); and

WHEREAS, the City and the City ETJ in Bastrop County currently receive EMS through the District’s contract with Acadian Ambulance Service of Texas, LLC (“Acadian”); and

WHEREAS, the District desires to provide EMS to the portion of the City’s Travis County Area; and

WHEREAS, the District and the City are entering into this Agreement so the District will

provide EMS to the entire City, regardless of county location; and

WHEREAS, the District and the City wish to amend this Agreement.

NOW, THEREFORE, the Parties, acting by and through their duly authorized officers, hereby covenant and agree as follows:

Section 1. Recitals Incorporated.

The Recitals listed above are true and correct and incorporated in this Agreement by reference.

Section 2. Responsibilities of the District.

- A. During the Initial Term and any Renewal Term of this Agreement, the District agrees to furnish EMS to the City's Travis County Area as described on the map attached hereto as Exhibit "A" and incorporated herein by reference.
- B. The District's EMS to the City's Travis County Area will be provided through the District's contracted service provider, Acadian.
- C. The District, through Acadian, shall respond to all calls for emergency medical assistance, emergency medical transport, and advanced life support service with mobile intensive care unit capability (MICU) within the City's Travis County Area.
- D. The District agrees to maintain a Medical Director. Acadian employs a Medical Director as well.
- E. The District, through Acadian, shall observe and comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations which in any manner affect the provision of the services described in this Agreement and shall perform such services in a professional manner in accordance with standard EMS practice.
- F. The District, through Acadian, agrees to maintain insurance on its equipment, vehicles, and personnel in the amounts required by the Texas Department of State Health Services for EMS Provider Licensing.
- G. Upon the City's request, the District agrees to provide the City with the District's run statistics for responses in the City's Travis County Area. Due to patient privacy considerations, reports containing specific protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 and applicable laws shall not be made available to the City without the appropriate written consent of the patient or the patient's authorized representative or without a specific court order.

H. To the extent allowed by law, the District agrees to indemnify the City for all actions of the District in connection with carrying out the responsibilities of the District under this Agreement.

Section 3. Responsibilities of the City.

- A. The City shall work with the District and Acadian to arrange for all requests for EMS assistance within the City's Travis County Area to be sent directly to the District by 911-telephone transfer.
- B. The City agrees to involve the District as necessary on all EMS-related issues that occur in the City's Travis County Area. This would include issues such as ambulance standbys, injury prevention activities, and community education events.
- C. The City agrees to provide any concerns of the City regarding EMS to the District and further agrees to notify the District should the City make any complaints regarding EMS directly to Acadian.
- D. The City agrees to pay the District the consideration outlined in Section 6 below.
- E. To the extent allowed by law, the City agrees to indemnify the District for all actions of the City in connection with carrying out the responsibilities of the City under this Agreement.
- F. The City agrees to work in good faith with the District to identify and potentially provide space on City-owned property for an ambulance station, including the integration of such a station within a planned City facility. The Parties will negotiate a separate agreement regarding rent, design, use, and access.

Section 4. Quarterly Meeting.

Representatives of both the District and the City agree to meet on at least a quarterly basis to discuss EMS and to address any concerns either Party may have regarding this Agreement or EMS.

Section 5. Term and Renewal.

This Agreement shall be for a term commencing on January 1, 2026, and continuing through December 31, 2026 ("Initial Term"). Thereafter, this Agreement may renew for a one-year term, ending on December 31, 2027 ("Renewal Term"). Either the District or the City may terminate this Agreement as set forth in Section 8 of this Agreement. Any Renewal Term is subject to appropriation by the City.

Section 6. Consideration.

- A. For the Initial Term and any Renewal Term, the City shall pay to the District, in monthly installments, due on or before the 15th day of each month, beginning February 15, 2026, an amount equal to the taxable value of the City's Travis County Area multiplied by the tax rate adopted by the District. The City shall not be responsible for any additional payments or obligations under this subsection if the Agreement is terminated by either Party.
- B. The payment schedule for 2026 is attached hereto as Exhibit B and incorporated by reference. The payment schedule for a Renewal Term will be determined after the property values for the City's Travis County Area are certified and the District officially sets its tax rate.
- C. The City shall remain responsible for any payments for EMS the District provided to the City, City ETJ in Bastrop County, and/or City ETJ in Travis County that accrued for the City and its ETJ under the version of this Agreement in existence on December 30, 2025. This section survives termination of the Agreement.
- D. All payments by the City shall be made with current fiscal year funds.
- E. The City agrees not to withhold monthly installments for any reason. Alleged failure to perform shall be addressed in accordance with this Agreement but shall not be reason to withhold payments.
- F. In no event shall the City be responsible for payment of individual patient charges for EMS services performed under this Agreement.

Section 7. Response Time Reliability.

- A. The District agrees to work with Acadian to maintain response time reliability in the City's Travis County Area.
- B. The District agrees to establish response time benchmarks for the City's Travis County Area consistent with the response time standards set for the remainder of the District's service area and will review the response time reliability with the City during the initial quarterly meeting. These benchmarks shall serve as a basis for assessing District performance.
- C. Should response times within the City's Travis County Area not meet the District's standards, the City may, at its discretion, place the District on a 90-day remediation period. During this time, the District will provide reports to the City regarding the steps it is taking with Acadian to correct the performance and response time reliability.

Section 8. Termination.

Either Party may terminate this Agreement without cause by giving not less than 120 days' notice in writing to the other Party. When such notice is provided, the District agrees to continue to provide service to the City's Travis County Area until the 120-day notice period ends. The City agrees to pay full consideration due to the District through the 120-day notice period.

Section 9. Mutual Aid.

The District and the City expressly acknowledge and agree that, in certain instances, the District may not be able to respond to an EMS call within the City's Travis County Area. In such instances, the Parties agree to allow for the provision of mutual aid and to dispatch equipment and/or personnel in accordance with and subject to the terms and conditions of any mutual aid agreement the District may have with another EMS provider. The District shall notify the City of all mutual aid agreements affecting service to the City's Travis County Area and provide the City with a reasonable opportunity to review and object. In exigent circumstances, the District may enter into temporary mutual aid arrangements, provided the City is notified within 10 business days. As the Parties are aware, and as part of its franchise agreement with Austin-Travis County EMS ("ATCEMS"), Acadian has historically provided mutual aid in the City's Travis County Area. ATCEMS currently provides response to City ETJ located within Travis County.

Section 10. Notice.

A. All notices required under this Agreement are to be in writing. Notices are deemed to have been given to a Party on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or by certified mail, with return receipt requested or upon actual delivery if by personal delivery. Each Party may change its address for notice by giving notice of the change in compliance with the requirements of this Section and delivering the notice to the other Party.

B. Address of the City:

City of Elgin
Attn: City Manager
P.O. Box 591
Elgin, Texas 78621

C. Address of the District:

Bastrop County ESD No. 3
Attn: Board President
P.O. Box 457
Bastrop, Texas 78602

Section 11. Authorization.

The Parties each agree that this Agreement has been duly authorized by each of their respective governing bodies.

Section 12. Severability.

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

Section 13. Amendments.

This Agreement represents the complete understanding of the District and the City with respect to the matters described herein, and this Agreement may not be amended or altered without the written consent of both Parties.

Section 14. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Texas. The Agreement is fully performable in Bastrop County, Texas. Venue is proper in the district courts of Bastrop County, Texas.

Section 15. Governmental Functions; Liability; No Waiver of Immunity or Defenses.

- A. The EMS provided under this Agreement is a governmental function, and the Parties shall be engaged in the conduct of governmental functions while providing and/or performing any service pursuant to this Agreement.
- B. The relationship of the Parties shall, with respect to that part of any service or function undertaken pursuant to this Agreement, be that of independent contractors.
- C. Nothing contained in this Agreement shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.
- D. Neither Party shall have any liability for the actions of, or failure to act by, any employees, agents, representatives, or assigns of the other Party in connection with EMS performed under this Agreement. Each Party covenants and agrees, to the extent permitted by law, that it shall be solely responsible, as between the Parties, for and with respect to any claim or cause of action arising out of any act, omission, or failure to act by its respective employees, agents, representatives, or assigns.
- E. Each Party reserves and does not waive any defense available to it at law or in

equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim a cause of action, and neither Party shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

- F. Neither Party waives or relinquishes any immunity or defense on behalf of itself, its commissioners, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

[remainder of page intentionally blank]

The Parties have executed this Agreement to be effective as of the Effective Date.

CITY OF ELGIN, TEXAS

By: _____
Robert Eads, City Manager

ATTEST

By: _____
Esmeralda Rangel, Assistant City Secretary

**BASTROP COUNTY EMERGENCY
SERVICES DISTRICT NO. 3**

By: _____
James Green, President

ATTEST

By: _____
Keith Simpson, Secretary

EXHIBIT A

(MAP OF CITY'S TRAVIS COUNTY AREA)

EXHIBIT B

Payment Schedule – Payments are made by the 15th for the preceding month’s service:

<u>Month</u>	<u>Service Month</u>	<u>City’s Travis County Area</u>
February 2026*	January 2026	\$33,800.24
March 2026*	February 2026	\$33,800.24
April 2026*	March 2026	\$33,800.24
May 2026*	April 2026	\$33,800.24
June 2026*	May 2026	\$33,800.24
July 2026*	June 2026	\$33,800.24
August 2026*	July 2026	\$33,800.24
September 2026*	August 2026	\$33,800.24
October 2026*	September 2026	\$33,800.24
November 2026*	October 2026	\$33,800.24
December 2026*	November 2026	\$33,800.24
January 2027*	December 2026	\$33,800.24