



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, APRIL 3, 2018
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. Public Hearing On A Zoning Change Submitted By Owen Rock, Director Of The Elgin Economic Development Corporation, Owner Of The Property Located In A59 Elizabeth Standifer And Being Approximately 80 Acres To Rezone Their Property From R-1 To C-3 Highway Commercial And I-Industrial**

Documents:

[PUBLIC HEARING ZONING EXECUTIVE SUMMARY.PDF](#)
[MARCH 26, 2018 AGENDA.PDF](#)
[EDC ZONING CHANGE NOTICE.PDF](#)
[MAP SHOWING EDC PROPERTY.PDF](#)

- 2. Public Hearing On A Proposed Amendment To Chapters 40 And 46 Of The Elgin Code Of Ordinances Regarding Fences**

Documents:

[PUBLIC HEARING FENCE EXEXECUTIVE SUMMARY.PDF](#)
[CODE OF ORDINANCE FENCE CHANGES.PDF](#)
[FENCE SUMMARY.PDF](#)
[MARCH 26, 2018 AGENDA.PDF](#)

VI. PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts or information for Council, to the City Secretary prior to commencement of the Council meeting. Speaker comments are limited to three (3) minutes.

No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a Public Hearing will allow a member of the public an opportunity to speak during the Public Hearing and does not require submission of a "PUBLIC COMMENT FORM." Speakers must address their comments to the Mayor or Presiding Officer rather

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

VII. CITY MANAGERS REPORT

1. General Activity Report And/Or Project Update

Documents:

[EXSUMMARY - GENERAL ACTIVITY REPORT.PDF](#)

2. Departmental Monthly Reports - February

Documents:

[EXSUMMARY COVER SHEET.PDF](#)
[COMMUNITY DEVELOPMENT MONTHLY FEBRUARY 2018.PDF](#)
[COPY OF UTILITY BILLING FEBRUARY 2018.PDF](#)
[LIBRARY REPORT FEBRUARY 2018.PDF](#)
[MAIN STREET MONTHLY REPORT FEBRUARY 2018.PDF](#)
[OCA REPORT FOR FEBRUARY 2018.PDF](#)
[PARKS AND REC. MONTHLY REPORT- FEBRUARY 2018.PDF](#)
[PD MONTHLY REPORTS FEB. 2018.PDF](#)
[PLANNING FEBRUARY 2018 MONTHLY REPORT.PDF](#)
[PUBLIC WORKS FEBRUARY 2018 REPORT.PDF](#)
[WATER DEPARTMENT REPORT - FEBRUARY.PDF](#)

VIII. CONSENT AGENDA

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

1. Request To Waive The Open Container Ordinance For The Annual Western Days Festival On Friday June 22 From 4:00 P.m. To 12:15 A.m. And On Saturday June 23 From 8:00 A.m. To 8:00 P.m. In Elgin Memorial Park.

Documents:

[WESTERN DAYS FESTIVAL OPEN CONTAINER CS.PDF](#)
[CITY WESTERN DAYS REQUEST 2018.PDF](#)

2. Request To Waive Open Container Ordinance For Juneteenth Festival On Friday June 8th From 6 P.m. To 12:15 A.m. And On Saturday June 9 From 8:00 A.m. To 6:00 P.m. In Veterans Memorial Park And On Depot Street From Avenue C To Main Street.

Documents:

[JUNETEENTH FESTIVAL OPEN CONTAINER CS.PDF](#)
[2018 JUNETEENTH FESTIVAL REQUEST.PDF](#)

3. Request For Street Closures For The Annual Western Days Parade, Saturday June 23, 2018.

Documents:

[WESTERN DAYS FESTIVAL PARADE CS.PDF](#)
[CITY WESTERN DAYS REQUEST 2018.PDF](#)
[WESTERN DAYS PARADE ROUTE MAP.PDF](#)

4. Request For Street Closures For The 19th Annual Juneteenth Festival Parade Saturday, June 9, 2018.

Documents:

[JUNETEENTH FESTIVAL PARADE CS.PDF](#)
[JUNETEENTH PARADE ROUTE 2018.PDF](#)
[2018 JUNETEENTH FESTIVAL REQUEST.PDF](#)

5. City Council Meeting Minutes

Regular City Council Meeting Minutes - February 20, 2018, March 6, 2018, March 20, 2018.

Documents:

[EXSUMMARY SHEET.PDF](#)
[CITY COUNCIL MEETING 2-20-18.PDF](#)
[CITY COUNCIL MEETING 3-6-18.PDF](#)
[CITY COUNCIL MEETING 3-20-18.PDF](#)

IX. NEW BUSINESS

1. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF THE ELGIN AND ONEPOINTE SOLUTIONS, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

Documents:

[EXSUMMARY FOR COUNCIL.PDF](#)
[RESOLUTION FOR 380 AGREEMENT ONEPOINTE.PDF](#)
[380 ECONOMIC DEVELOPMENT AGREEMENT \(CITY\) FINAL.PDF](#)

2. An Ordinance Of The City Council Of The City Of Elgin, Texas, Amending Chapter 46, Revised Code Of Ordinances Of The City Of Elgin, Texas (2013 Edition); Adding Fencing Definitions; Modifying Height Requirements For Ornamental And Privacy Fences; Repealing Conflicting Ordinances And Resolutions; Including A Severability Clause; And Establishing An Effective Date.

Documents:

[FENCE EXEXECUTIVE SUMMARY.PDF](#)
[ORD FENCE AMENDMENT \(03.21.2018\) \(00396420-6XA08F8\).PDF](#)
[FENCE SUMMARY.PDF](#)
[CODE OF ORDINANCE FENCE CHANGES.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT FOR SUBDIVISION REGULATION WITHIN THE CITY OF ELGIN EXTRATERRITORIAL JURISDICTION (ETJ) WITH BASTROP COUNTY AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

ETJ SUBDIVISION ILA EXECUTIVE SUMMARY.PDF
RESOETJILA4318.PDF
FINAL DRAFT ILA ELGIN BASTROP COUNTY (004).PDF
ETJ - INTER-LOCAL MAP.PDF

X. EXECUTIVE SESSION

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

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURMENT

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)229-3222. Please provide forty-eight hours notice when feasible.

I, Amelia Sanchez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Thursday 29, 2018, in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

Public hearing on a zoning change submitted by Owen Rock, Director of the Elgin Economic Development Corporation, owner of the property located in A59 Elizabeth Standifer and being approximately 80 acres to rezone their property from R-1 to C-3 Highway Commercial and I-Industrial.

DEPARTMENT: Planning and Development

PROPOSED ACTION: Receive public comments on the proposed zoning change.

BACKGROUND: The Planning and Zoning Commission held the first of the two required public hearings on the proposed zoning change on March 26, 2018. This is the second of the required meetings.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Hear public comments regarding this issue.

ATTACHMENTS:

Executive Summary

March 26, 2018 Planning and Zoning Commission Agenda

Area Map

Zoning Change Notice

{ } 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.



AGENDA
ELGIN PLANNING AND ZONING COMMISSION
PUBLIC HEARING/REGULAR MEETING
MONDAY, MARCH 26, 2018, 6:30 P.M.
CITY HALL ANNEX COUNCIL CHAMBERS
310 NORTH MAIN STREET

CALL TO ORDER

PUBLIC COMMENT

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

CONSENT

1. Approval of minutes, February 26, 2018 meeting.

UNFINISHED BUSINESS

1. NONE.

NEW BUSINESS

1. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY OWEN ROCK, DIRECTOR OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER AND BEING APPROXIMATELY 80 ACRES TO RE-ZONE THEIR PROPERTY FROM R-1 SINGLE FAMILY TO C-3 HIGHWAY COMMERCIAL AND I INDUSTRIAL.
2. REVIEW AND TAKE POSSIBLE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., OWNER OF THE PROPERTY LOCATED IN ABS A18 JOHNATHAN BURLESON, TRACT 1FR, AND BEING APPROXIMATELY 4.72 ACRES AND IN ABS A59 ELIZABETH STANDIFER, TRACT 1 FR, AND BEING APPROXIMATELY 30.726 ACRES, AND TRACT 3, AND BEING APPROXIMATELY 1.581 ACRES TO SUBDIVIDE THEIR PROPERTY IN TO EIGHTY-NINE (89) LOTS TO BE KNOWN AS SARATOGA FARMS SUBDIVISION, SECTION SIX.
3. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A PROPOSED AMENDMENT TO CHAPTER 46, ZONING ORDINANCE REGARDING MANUFACTURED HOME PARKS.
4. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A PROPOSED AMENDMENT TO CHAPTER 46, ZONING ORDINANCE REGARDING FENCING.

EXECUTIVE SESSION

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

RECONVENE

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

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

I, Gary N. Cooke, Director Planning & Development for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before the 9th of March, 2018 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code. The Elgin City Council will hold a public hearing on item #1, #3 and #4 on Tuesday, April 3, 2018 at 7:00 pm in the City Hall Annex Council Chambers.



Gary N. Cooke, Director Planning & Development

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512) 281-5724. Please provide forty-eight hours notice when feasible.

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



March 9, 2018

NOTICE OF A ZONING CHANGE REQUEST

A REQUEST HAS BEEN FILED BY OWEN ROCK, DIRECTOR OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER AND BEING APPROXIMATELY 80 ACRES TO RE-ZONE THEIR PROPERTY FROM R-1 SINGLE FAMILY TO C-3 HIGHWAY COMMERCIAL AND INDUSTRIAL.

Notice is hereby given of a regular meeting/ public hearing to be held in the City Council Chambers at the Elgin City Hall Annex, 310 N. Main St. in the City of Elgin, Texas on March 26, 2018 at 6:30 p.m. by the Planning and Zoning Commission.

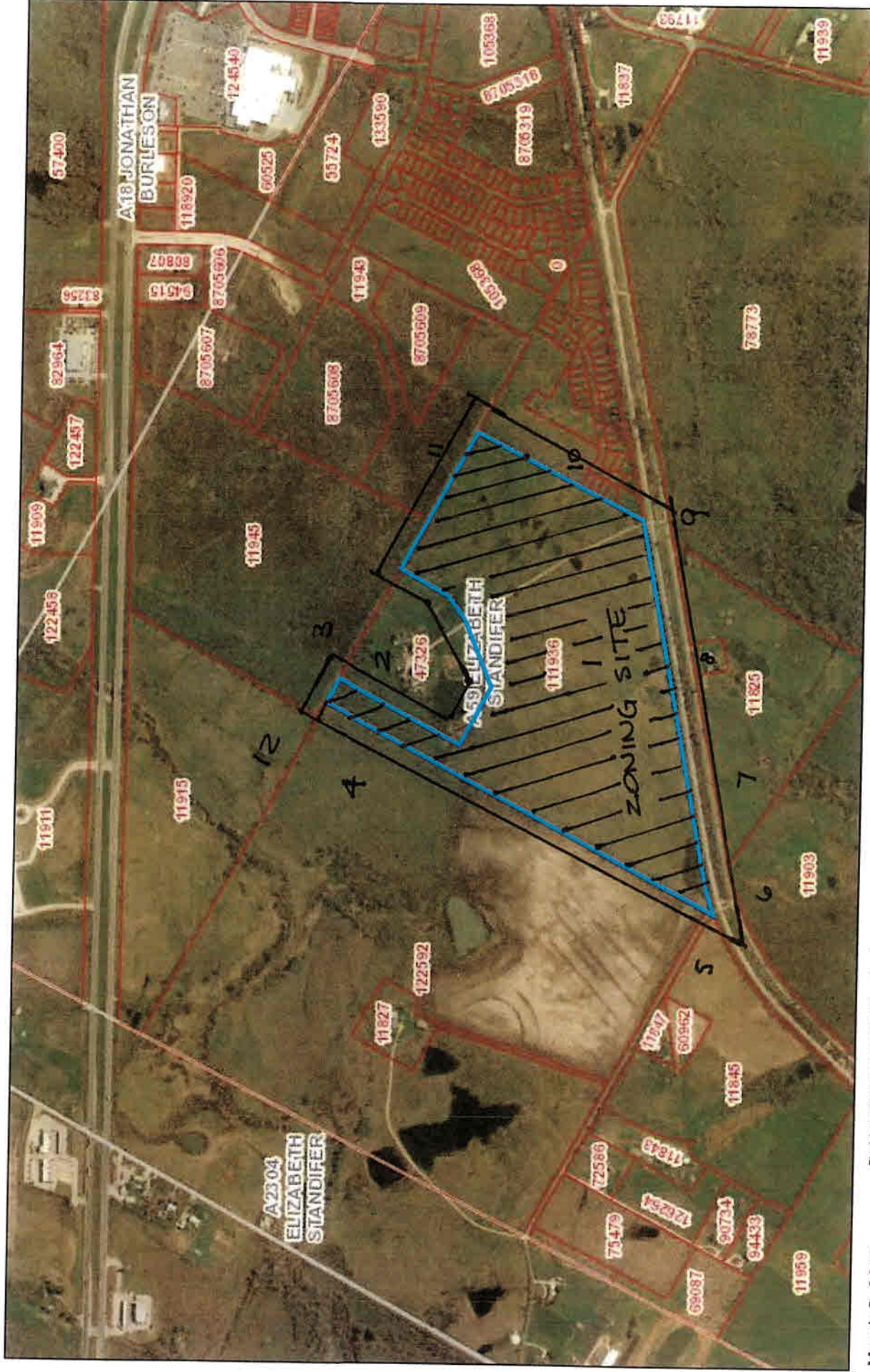
You are being notified because your property is located within two-hundred feet (200) of the property requesting a zoning change. This hearing is open to any interested person. Opinions, objections and or comments relative to this matter may be expressed in writing or in person at the hearings. You may also be represented by another person, neighbor, or attorney.

The attached map shows the area of the request. Property owners within two hundred (200') feet are required by law to be notified.

For more information please contact Gary N. Cooke or Melissa Lipiec at 512-281-0119

“This institution is an equal opportunity provider”

EDC 80 Acres



March 8, 2018

☐ Parcels

☐ Abstracts

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Bastrop County Appraisal District & BIS Consulting - www.bisconsultants.com



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

Public hearing on an ordinance amendment regarding fences

DEPARTMENT: Planning and Development

PROPOSED ACTION:

Receive public comments on a proposed amendment to Chapters 40 and 46 of the Elgin Code of Ordinances regarding fences.

BACKGROUND:

The Planning & Zoning Commission held the first of two public hearings on the proposed ordinance amendment on March 26, 2018. This is the second of the required public hearings.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Hear public comments regarding this issue.

ATTACHMENTS:

Executive Summary

Proposed changes and summary

March 26, 2018 Planning & Zoning Commission Agenda

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

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

{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.

Code of Ordinance Fence Changes

Sec. 46-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fence means a barrier intended to prevent escape or intrusion or to mark a boundary. Types of fences include but are not limited to the following:

- (1)*Ornamental Fence* shall mean a fence designed in such a manner, and of such material, that a key feature of the fence is to decorate or enhance the appearance of the front or side yard setback in a residential area.
Ornamental fences are usually metal and can be simple or curved into intricate designs. Fences consisting of chain link mesh, welded or woven wire or sheet metal are excluded under this definition.
- (2)*Privacy Fence* shall mean a sight-obscuring fence used to block the area enclosed by the fence from view from neighboring properties or public rights-of-way
- (3)*Chain link* (also referred to as wire netting, wire-mesh fence, chain-wire fence, cyclone fence, hurricane fence, or diamond-mesh fence) means a type of woven fence usually made from galvanized or LLDPE-coated steel wire.
- (4)*Picket* means a wooden fence made of spaced uprights connected by two or more horizontal rails

(5)*Shrub and hedges*, large, means a woody ornamental landscape plant whose natural form is generally maintained at a height and spread of more than three feet and is a species that is native or adapted to the Central Texas region.

(6)*Hedges* are a fence or boundary formed by closely growing bushes or shrubs.

Sec. 46-533. - Projections into yards.

Open eaves, cornices, window sills, **covered porches**, and belt courses may project into any required yard a distance not to exceed three feet. Open uncovered porches or open fire escapes may project into a front or rear yard a distance not to exceed five feet. Fences, walls and hedges in residential district may be erected in any required yard, or along the edge of any yard, providing that no fence, wall or hedge located in front of **the front building line the dwelling** shall exceed four feet in height, and no other wall or fence shall exceed seven feet in height.

Sec. 40-586. - Certain fences prohibited.

Solid metal fences are expressly prohibited in residential districts. It shall be unlawful for any person to construct or replace, or cause to be constructed or replaced, any fence having a height greater than three feet above the level of the center of the nearest abutting street on or in that portion of any corner lot in the city, which portion is included in a triangle on the street corner of the lot formed by a diagonal line intersecting the property lines at points 35 feet from the street corner intersection of the property lines. Fences on corner lots shall be as shown in Illustration 1.



March 26, 2018

Changes to Ordinance regarding fences

The proposed changes to the different sections of our Code of Ordinances are intended for residential zones and are required in order to clarify the maximum height allowed for a fence along the front property line as well as to define what types of fences are allowed and which types are not allowed.

The first change is to include the definition of ornamental, privacy, chain link, picket, shrubs and hedges in section 46-1. The following are photos of the different fence types.

Example of Ornamental fence



Example of Privacy Fence



Example of Chain link fence



Example of Picket fence



Example of Shrubs & Hedges



The second change was to remove the term front building line and replace it with the front of the dwelling to indicate where the four foot (4') fence should start. We have also included illustrations showing fence placement.

The third change would prevent fences on a corner lot from being placed all the way to the corner thus potentially obstructing the view for traffic. The new ordinance illustrates the 45 degree angle that will now be required. No wall, fence, berm, or structure shall be placed in shaded area.

The fourth change (Chapter 40, Section 586) is to add the restriction on solid metal fences and to restate the corner fence requirements.





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CONSENT

1. Approval of minutes, February 26, 2018 meeting.

UNFINISHED BUSINESS

1. NONE.

NEW BUSINESS

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EXECUTIVE SESSION

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RECONVENE

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

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

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Gary N. Cooke, Director Planning & Development

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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

No Council action proposed or requested; This item is to allow for general update and/or activities report relating to various on-going city projects or issues.

BACKGROUND:

This item is to provide opportunities for miscellaneous updates and comments by the staff; and general Q&A with the City Council relative to on-going projects and/or issues.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Monthly Departmental Activity Reports - February

DEPARTMENT:

Administration

PROPOSED ACTION:

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

BACKGROUND:

Routine monthly reports.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

No action is required.

ATTACHMENTS:

Community Development, Utility Billing, Library, Main Street, Court, Parks and Rec., Police Department, Planning Department, Public Works and Water Department February Reports.

{ } 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.



MEMORANDUM

To: Tom Mattis, City Manager
From: Amy Miller, Community Development Director
Date: March 9, 2018
RE: Community Development Department Report February, 2018

Coordinated design tour and development meetings with City staff and volunteers to Buda Mill and Grain. HRB had a training in new construction in historic districts from Riley Triggs, Texas Historic Commission, Main Street architect. Social Media classes were popular with attendance from a variety of businesses in the community. Assisted with the transition to Civic Plus Agenda platform. Serving on a new project committee for CAMPO, the Regional Arterial Steering committee. Elgin hosted a coordination meeting for TXDOT and Texas Historic Commission, targeting development and communication in sidewalk projects in historic districts.

Projects

- Local Lore planning and development for 2018
- Elgin Art Studio Tour organizing and planning for locations, artists, marketing.
- Completed annual Certified Local Government Report for Texas Historic Commission.
- Business training classes set for March through May, one on Maximizing special events for your business, a merchandising class, business safety, and cyber security.
- Editorial for Downtown 78621.
- Finding Love in all the Local Places welcome bag campaign with Chamber under development.
- Large signs project – determining options for advertising on Hwy 290 in partnership with private landowner.
- Volunteer recruitment efforts at the County Line HOA meeting, and ACC Riverbat Resource fairs at Eastview, Elgin Campus and Highland campus.
- Worked with film location managers for multiple projects.
- Sip Shop & Stroll was well attended.
- Met with potential buyers and realtors for properties downtown.
- Met with property owners about renovation plans and possible tenants.
- Met with business owners seeking lease space.
- City of Elgin E-News
- Facebook Pages: City of Elgin, Visit Elgin, Envision Elgin

- Instagram – visitelgintx

Boards & Committees, Seminars

CAMPO, Transportation Advisory Committee

CAMPO, Regional Arterial Steering Committee

Main Street Board

Historic Review Board

Promotion Tourism Committee

Design Committee

Business Retention Recruitment Committee

Bastrop County Cares Affordable Housing subcommittee

School Health Advisory Committee

Upcoming Events

Walk or Bike to School days March 2, April 6, May 4

Maximizing Special Events for your Business, March 21 8:30am Elgin Public Library

Music Series every Friday in April at 7pm Veterans Memorial Park

Sip Shop Stroll April 12

Local Lore, Elgin's History Adventure April 21

Deluxe Small Business Seminar, Bastrop free April 23

Instagram in Action with Katy Gassway Wednesday May 9 6:00pm,

Sip Shop & Stroll May 10

Elgin Art Studio Tour May 19 and 20

UTILITY BILLING REPORT			February 2018
Billed out	\$469,323.38		
Past due notices	704	\$110,333.44	
Work orders-Cut offs	55		
Disconnected for non pmt	53		
Extension to pay 1st	46		
Extension due for disconnect	1		
Meter tamper fee	0		
After Hour turn on	3		
Accounts set to final	0	for non pmt	

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	32	3
FINAL READ	25	1
TRANSFERS / IN AND OUT	0	0
CTO'S / DISCONNECT NON-PMT	56	0
SET METER	10	2
ERT REPLACEMENTS	4	16
METER REPLACEMENTS	25	33
VISUAL READS	19	
FAILURE TO READ (MOBILE MISS)	98	0
RE READS	35	0
WL / CHECK FOR WATER LEAK	43	4
METERS DATA LOGGED	4	0
MISCELLANEOUS	26	17
TOTAL NUMBER OF WORK ORDERS	377	76
CURB STOPS		
BROKEN CURB STOPS	0	39
TOTAL NUMBER OF WORK ORDER	0	39
BULK WATER		
PURCHASES	6	
TRIPS/GALLONS	11/5,000	
TOTAL COLLECTED	\$66.99	

Dodie Navejas, Utility Billing Supervisor
Customer Service/A/R Supervisor

310 N. Main Street
512-229-3220 office

Library report to City of Elgin, February 2018

The Civic Center floor has new wax.

Circulation was up 25% with the collection size down 8% from February 2017.

A Texas Book Festival Grant request was sent for young adult materials and graphic novels for the juvenile and young adult areas. We will find out if we are granted the request at the library conference. Two staff members have signed up to go to the Texas Library Association conference in Dallas in April.

We had the usual programming in February with Pancake Day on February 13th as the special program.

Volunteers continue to work in the stacks, weed materials, read at storytime, put away books, and help patrons at the circulation desk. One, Mary McKee, has a talent for finding the “lost” or “missing in action” items.

Categories	Units	Feb. '17	Feb. '18	Fiscal YTD '17	Fiscal YTD '18
Total Circulation		5,549	6,935	30,127	36,449
+ or - Same month previous year	Percent		25%+		
Additions					
Interlibrary Loans	Each	26	13	111	70
New Patrons	Each	51	79	338	387
Collection					
Items Added	Each	234	223	1,245	989
Items Withdrawn	Each	135	406	1,065	1,799
Total Collection	Each	39,681	36,885	39,681	36,885
General Statistics					
Gate Count	Each	3,417	293	19,426	14,128
Hours Open	Hours	155	154	786	788
Library Tours	Each	1	0	2	0
Program Visitors	Each	250	237	2,199	1,314
Public Computer Use	Hours	369	391	2,059	2,016
Patrons using computers	Each	589	587	3,138	3,177
Wifi Patron Use		1,361	368	7,107	2,040
Volunteer Hours	Each	120	94	820	754
Receipts					
		\$734	\$1,129	\$4,276	\$6,800
Civic Center Use					
City	Each	5	17	19	55
Library	Each	18	26	97	100
Public Rental	Each	0	3	4	13
Other - not for profit	Each	4	1	29	12
Total Civic Center Use		27	47	149	180





MONTHLY ACTIVITY REPORT

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

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

CITY: ELGIN

MONTH/YEAR: February 2018

DATE SUBMITTED: 3-9-2018

1. Updates on Projects, Activities for the month.

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

Meeting Dates:	Update on projects or activities
February 15, 2018	Reviewing five year plan created in early 2017, determining areas for follow-up, completion and who's working on what with Amy. The areas below reflect several parts of the plan in action. .

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

Meeting Dates:	Update on projects or activities
February 28, 2018	Completed editorial for spring 2018 issue – New recreation center fine arts in Elgin ISD, Art Studio Tour, New Downtown, new on Hwy 290 events, etc. Lots of interest from students at ACC Resource fair events in February to volunteer for special events. Now working to get them signed up for things this spring and fall.

PROMOTION:

Meeting Dates:	
February 8, 2018	Spring events flyer distributed. Sip Shop and Stroll continues to go well. Planning for Art Studio tour continued with Molly, Barry and Earnie. Local Lore planning underway with Elgin historical Association. Creating marketing materials for these events. Music series planned by FOEP for Every Friday in April Continued work on Finding Love in all the Local Places – a cooperative welcome bag program between MSB and Chamber through realtors and title companies.

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

DESIGN:

February , 2018	No meeting

ECONOMIC RESTRUCTURING:

Meeting Dates:	Update on projects or activities
February 12, 2018	Tour of Buda Mill and Grain with City manager, Economic Development Director, Committee members – great example of sensitive redevelopment of an industrial site. Working with developer on site plan / redevelopment options for the Elgin Cotton Oil Mill which is under contract. options for new large signs o Hwy 290 and FM 3000 through property that Allan Tolbert owns and would let us use. 115 north Main and 112 Depot are available for lease. 19 N. Main is for sale – contract pending, to close in March. 109 North Main, 109 and 111 South Avenue C are actively under renovation to be commercial and residential space. Working with owners on renovation plans, reviews, and lease recruitment. 211 Central Avenue in process of repair / stabilization by owner.

2. Program Commentary *(list critical issues, problems, and successes/ completed projects of the past month):*
3. Outlook. *Goals and challenges; plans for upcoming major projects such as public improvements etc.:*
The replacing holiday lights project will be a big one for 2018 – 2019.
4. Suggestions for Texas Main Street Center *(list suggestions on services or training topics; new resources; questions):*
5. Main Street in the News. *If your programs or its activities have been spotlighted in press coverage during the month, please provide a link here. If there is a newsworthy event or announcement that would be appropriate for the Main Street Matters e-newsletter, please email mainstreet-reports@thc.state.tx.us with the information. Please provide event information as many months in advance as possible.*

Sip Shop and Stroll March 8, including a grand opening and ribbon cutting for Rainey Real Estate at 101 North Main.

Local Lore Saturday April 21, 2018

Elgin's History Adventure – architectural scavenger hunt, storytelling, games of the past, walking tours, live music and more!

Live music series – every Friday night in April downtown Elgin

Elgin Art Studio Tour May 19-20

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

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

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month February

Year 2018

Municipal Court for the City CITY OF ELGIN

Presiding Judge Amanda Carter

☐ If new, date assumed office

Court Mailing Address P.O. BOX 591

City ELGIN

, TX Zip 7-8621

Phone Number (512) 281-0318

Fax Number

Courts Public Email

Court's Website

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

☐ Prepared by Yadira Duque

Date Mar 9, 2018

Phone Number (512) 281-0318

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

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of CITY OF ELGIN

Month February Year 2018

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,024	13	0	0	2,545	35
a. Active Cases	8,886	11	0	0	1,177	19
b. Inactive Cases	4,138	2	0	0	1,368	16
2. New Cases Filed	131	0	0	0	68	8
3. Cases Reactivated	44	0	0	0	14	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,061	11	0	0	1,259	27
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	97	0	0	0	20	8
b. Dismissed by Prosecution	10	0	0	0	7	0
7. Dispositions at Trial:						
a. Convictions						
1) Guilty Plea or Nolo Contendere	6	0	0	0	11	4
2) By the Court	0	0	0	0	2	0
3) By the Jury	0	0	0	0	0	0
b. Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a. After Driver Safety Course	17					
b. After Deferred Disposition	3	0	0	0	2	0
c. After Teen Court	0	0	0	0	0	0
d. After Tobacco Awareness Course					0	
e. After Treatment for Chemical Dependency				0	0	
f. After Proof of Financial Responsibility	2					
g. All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	16	0	0	0	1	0
10. Total Cases Disposed	151	0	0	0	43	12
11. Cases Placed On Inactive Status	58	0	0	0	44	0
12. Total Cases Pending End of Month:	13,004	13	0	0	2,570	31
a. Active Cases	8,852	11	0	0	1,172	15
b. Inactive Cases	4,152	2	0	0	1,398	16
13. Show Cause Hearings Held	36	0	0	1	19	3
14. Cases Appealed:						
a. After Trial	0	0	0	0	0	0
b. Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court CITY OF ELGIN	TOTAL
Month February Year 2018	
1. Transportation Code Cases Filed	0
2. Non-Driving Alcoholic Beverage Code Cases Filed	1
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	2
5. Tobacco Cases Filed	1
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	2
9. All Other Non-Traffic Fine-Only Filed	5
10. Transfer to Juvenile Court: a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court CITY OF ELGIN	Number Given	Number Requests For Counsel
Month February Year 2018		
1. Magistrate Warnings:		
a. Class C Misdemeanors	23	
b. Class A and B Misdemeanors	10	4
c. Felonies	2	1
		TOTAL
2. Arrest Warrants Issued:		
a. Class C Misdemeanors		102
b. Class A and B Misdemeanors		0
c. Felonies		7
3. Capiases Pro Fine Issued		47
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		2
9. Magistrate's Orders for Ignition Interlock Device Issued		1
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held		0
12. Disposition of Stolen Property Hearings Held		0
13. Peace Bond Hearings Held		0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:		
a. Partial Satisfaction		0
b. Full Satisfaction		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		3
16. Cases in Which Fine and Court Costs Waived for Indigency		0
17. Amount of Fines and Court Costs Waived for Indigency		\$0.00
18. Fines, Court Costs and Other Amounts Collected:		
a. Kept by City		\$20,477.18
b. Remitted to State		\$9,396.60
c. Total		\$29,873.78

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



February 2018 Parks Report.

Maintenance: -Orlando

In the month of February the parks crew had to deal with a lot of rain thru the month. Trash and restrooms are always done Monday, Wednesday, and Fridays of the work week, and at times that need extra service. Pushed mowed city hall in spots and edged it at times when the ground was dry enough. We went around all the parks and weeded the parks. Parks crew aerated the soccer fields. We also worked on the trail. We used a skid steer for renovations and spread new granite on the trail and rolled it. We decorated our shop for the barn dance, set up stage, put up lights, and cleaned the shop. We put up signs at our 4 locations, sip, shop, stroll, and market day sign. It seems like not much got done due to the weather, but we got plenty of stuff done in the wet

Programs Report: -Patrick Nicks

Worked with the Friends of Elgin Parks to host the Annual Barn concert. Hosted 2 movie nights at the Fleming Community Center. Updated and constructed the policies and procedures and memberships for the Elgin Rec Center. Went to the TRAPS conference in Waco, TX to learn how to implement various kinds of programs, leadership strategies, and recreational opportunities for the community.

Admin: -Kayla Trantham

Reservations at Fleming are steady, people are also starting to rent out the park facilities now that the weather is getting warmer. All the fields and backstops are booked or very busy. A weekly rentals page was sent out every week to necessary staff. The Shelter Handbook and Shelter Policies and Procedures got finished and approved by the Parks and Recreation Advisory Board. Binders for the part time front desk staff are currently being put together, these will have Rec, Fleming, and Parks information included in them to help with any questions that the public will have. We will also include a Daily, Weekly, and Monthly task list for the front desk staff to ensure they also know what they should be working on.

Goals for March 2018

- Finish construction on the Rec Center
- Program Spring Break Activities.

Park Activity Summary	February 2018
Facility	Number of uses
Park/ Pavilion Rental	2
Ball Field Rental	35
Fleming Community Center	35
Deposits	\$3,183.50

Elgin Police Department
Monthly Report February 2018

CATEGORY	18-Feb	17-Feb	16-Feb	15-Feb	14-Feb
Calls for Service					
Total Calls for Service	886	1112	876	710	817
Police calls	850	928	682	520	526
Fire calls	50	46	30	29	23
Animal calls	59	73	94	95	104
Activity logs	0	55	61	58	55
City calls		5	2	6	11
Offense Reports					
Total Offense Reports	67*	52	67	81	66
Active (Open) cases	1	8	10	13	11
Cases Inactivated	0	9	19	24	18
Cases Closed	21	30	33	33	34
Documentation (no crime)	0	1	2	1	1
Other	20	0	0	0	0
Unfounded	0	1	1	2	0
Referred to other agency	7	3	2	2	2
Citations					
Total Citations	175	235	147	71	179
Citations for violations	92	118	92	92	52
Warnings	83	117	55	55	94
Collisions					
Total Accidents	28	28	38	29	17
Major accidents (with injury)	5	6	9	3	0
Minor accidents (no injury)	16	17	26	17	12
Leaving the scene accidents	7	5	5	9	5
Alarms					
Business alarms	23	8	7	6	18
Residential alarms	23	11	16	8	1
Fire alarms	0	2	5	3	1
Arrests					
Felony arrests	2	5	5	9	1
Misdemeanor arrests	14	17	13	22	21
Other arrests	11	1	0	0	1
Animal Control					
Total Animal Control calls	59	71	94	95	102
Animal Cruelty calls	0	0	0	0	0
Canine Impounds	7	6	13	16	18
Feline Impounds	3	4	13	6	3
Citations issued	1	1	0	0	1
Bite Cases	0	2	1	0	1
Dead animal calls	2	3	5	7	16
Wildlife calls	5	1	8	2	2
Rabies cases	0	1	0	0	0
Rabies cases positive	0	0	0	0	0

Monthly Report to Administrative Manager
Building Department
For the Month of February 2018

Type of Inspections	Feb-17	Feb-18	Fiscal Yr. To Date	Calendar Yr. To Date
Building	20	99	295	157
Electrical	18	43	166	77
Plumbing	17	56	246	126
Gas	1	8	32	14
Mechanical	13	32	88	52
TOTAL	69	238	827	426
Building				
Permits	13	18	104	35
Value	\$ 4,395,300.00	\$ 547,550.63	\$ 6,394,894.65	\$ 1,223,985.63
Fees	\$ 23,554.54	\$ 4,292.05	\$ 35,983.13	\$ 8,911.49
Electrical				
Permits	11	15	59	23
Fees	\$ 1,090.00	\$ 2,320.00	\$ 9,580.00	\$ 3,380.00
Plumbing				
Permits	2	10	50	15
Fees	\$ 260.00	\$ 1,800.00	\$ 8,840.00	\$ 2,740.00
Gas				
Permits	0	7	29	11
Fees	\$ -	\$ 1,210.00	\$ 3,770.00	\$ 1,540.00
Mechanical				
Permits	0	12	35	15
Fees	\$ -	\$ 1,690.00	\$ 4,840.00	\$ 2,050.00
Total All Fees	\$ 24,904.54	\$ 11,312.05	\$ 63,013.13	\$ 18,621.49

**February 2018
Building Permits**

Number of Permits		Type/Classification	Permit Fees		Valuation	
Feb-17	Feb-18		Feb-17	Feb-18	Feb-17	Feb-18
	3	New Single Family		\$ 2,698.75		\$ 394,225.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
	1	New Commercial		\$ 142.22		\$ 10,000.00
1		New Industrial	\$ 1,381.00		\$ 200,000.00	
		New Swimming Pools				
	1	Moving Permit		\$ 323.82		\$ 30,000
	3	New Signs		\$ 287.50		\$ 25,770.00
7	10	Residential	\$ 1,119.94	\$ 839.76	\$ 73,300.00	\$ 87,555.63
3		Non-Residential	\$ 21,053.60		\$ 4,122,000.00	
2		Demolitions	\$ -		\$ -	
13	18		\$ 23,554.54	\$ 4,292.05	\$ 4,395,300.00	\$ 547,550.63
*BOA Request		113 Four Star Drive requested variance on impervious cover. Granted				
P & Z Request		Specific Use Permit Recommended for Meadery (Micah Erwin)				
Code Enforcement	Active 2017	Feb Active Feb 2018	Closed Feb 2017	Closed Feb 2018	Calendar YTD	
Abandoned/Junked	1	8	19	20	39	
Animal Control						
Beer Permits						
Environmental			2	6	10	
Fire Code						
Health and Sanitation			1			
Illegal Signs			27	32	32	
Property Maintenance						
Unsafe Structures		1			1	
Water/Sewer						
Zoning			1		1	
Total	1	9	50	58	83	

*Board of Adjustments

Submitted By:

Carlos Navejas

Date:

March 19, 2018

Public Works – February- 2018

Right of Way and Easement mowing and maintenance:

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

Sign replacement:

Replaced stop on West 10th Street and Louise Street
Repaired 2 stop signs and poles on West Brenham Street and South Avenue A
Repaired stop sign and pole West Alamo Street and South Avenue A
Removed and replaced 8 new No Parking signs on Ball Park Road
Repaired speed limit sign on West 2nd Street
Replaced pole and speed limit sign on Lexington Road
Repaired red light camera sign on East US 290
Replaced stop sign on East 3rd Street and North Avenue J
Installed 4 public parking signs down town (Amy)

Permanent Street, utility cut repairs, pot hole repairs:

Level-ups:

Old McDade road
Blanco Woods

Patches:

Monterrey street
South Avenue A

Pot hole patch throughout town:

Multiple locations

Saw cut utility cuts through out town

Excavated and added base to utility cut on Meadow cove

Added base to edge of pavement North Avenue F

Bladed drainage Elgin Memorial Park - Park N Ride

Curb, Gutters, Drains, and Ditch Cleaning

Cleaned curb and gutters:

Martin Luther King Boulevard from US 290 to Hall Street
Brown Street
Church Street
West Cleveland Street from South Main Street to US 290
El Paso Street
South Avenue C from Loop 109 (Harris Street) to Central Avenue
South Avenue D
US 290 From SH 95 South to Loop 109 (Harris Street)
Saratoga Farms
Bexar Forest Cove

Litter Control

U. S. Highway 290 East (Roy Davis) to West (to West Wind)
State Highway 95 North – US 290 to City Limit Sign
State Highway 95 South – US 290 to City Limit Sign
Taylor Road - North Main Street to US 95 North
Central Avenue - Lee Dildy Drive to South Main Street
Main Street – Lexington Road to Loop 109 (Harris Street)
South Avenue C- Loop 109 (Harris Street) to Central
North Avenue C – Central to Lexington Road
Lee Dildy Boulevard
Roy Rivers
Elizabeth Rivers
West Cleveland US 290 West to Monterrey Street
Ochoa Street US 290 to Monterrey Street
Kennedy Street

Dumped Debris Removal:

Mattress on 290 across from ACC
Houston Street
Q. S. Goins
East 3rd Street
Kennedy Street

Trees and Brush:

Tree Limb
Louise Street and East 10th Street
East 3rd Street and North Avenue J
Pistol Hill
Jackson Street

Miscellaneous:

Called out 2/5/20108 debris US 290

Events:

Set up and break down - ground breaking for Lee Dildy and Roy Rivers Boulevard Extension

Saratoga Farms Subdivision:

Work continues Section 5

FM 1100 Sidewalk Project: (TXDOT – TAP. SJ:0914-00-393)

Contractor began forming and pouring concrete on FM 1100

Lee Dildy and Roy Rivers Boulevard Extension Project

Project began excavation and utility installation
Ground Breaking was held on February 7, 2018 @ 10:00 AM

Training/Certificates:

Public Works team members participated in TML training, Safety Essentials for Field Operations and Maintenance Personnel, Bastrop, Texas:

Brian Carruthers, Mark Dubec, Terry Fowler, Jack Hall, Jose Jimenez, Jimmy Lopez, Hermilo Valencia, Chris Watson

Acknowledgments:

Christopher 'Shane' Watson received Employee of the Quarter, Chris worked as temporary labor for over a year with the Public Works team, he was hired August 24, 2017.

Joe Parten

Director, Public Works
City of Elgin

Monthly Reports February 2018

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 11	0 Gallons
Well # 14	16,035,000 Gallons
Well # 15	12,392,000 Gallons
Water loss due to leaks or flushing	100,000 Gallons
Total Water Pumped	28,327,000 Gallons

Chemicals Used

Chlorine	706 Pounds
Sequest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.74 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	2
Service Line Breaks	4
Miscellaneous Repairs/Complaint Calls	20
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	2
Service Lines	12
After Hours Call-Outs	10

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	2
Curb Side Cleanouts Installed	0
Main Line Repairs	0
New Main Line Installed	0
New Taps Installed	0
Lines TV'd	5
Manholes Installed/Repaired	0

Lift Station Maintenance/Repairs

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

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	0
Pumps Installed	1
Motors Pulled	0
Motors Installed	0
Control System/Electrical Repairs	3
Cleaned Wet Well Floats	1
Miscellaneous Repairs	20
After Hours Call-Outs	0

Chemicals Used

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

Monthly Plant Flows and Test Results

Minimum Daily Flow	473,000 Gallons
Maximum Daily Flow	752,800 Gallons
Average Daily Flow	521,100 Gallons
Total Monthly Flow	16,155,500 Gallons

Effluent DO (Dissolved Oxygen) Average	8.21
Effluent Chlorine Residual Average	1.66 mg/l
Effluent pH Average	7.36
Total Phosphorus Average	0.169
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	4
TSS (Total Suspended Solids) Average	2
Ammonia/Nitrates Average	0.3

Remarks :



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: Consider approval of the request to waive Open Container Ordinance.

BACKGROUND:

The Elgin Chamber of Commerce organizes the annual Western Days Festival and Parade June 22-23. Western Days is a free festival for the community that includes live music, softball, volleyball, washer and horseshoes tournaments, arts & crafts, food, kids activities, carnival, and class reunions.

The Elgin Chamber of Commerce provided the request to waive the open container ordinance in Elgin Memorial Park for the annual Western Days Festival on Friday June 22 from 4:00 p.m. to 12:15 a.m. and on Saturday June 23 from 8:00 a.m. to 8:00 p.m. in Elgin Memorial Park.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS:

Parade Route, Request letter attached

{ } 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.



March 19, 2018

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

Dear Tom,

RE: Item for Agenda

The Elgin Chamber of Commerce respectfully request the Elgin City Council consider the following item:

1. Waive the open container ordinance at Memorial Park for the following dates along with the stipulation that there will not be glass containers:
The dates are: June 22, 2018 from 4:00p.m. - 12:15a.m.
June 23, 2017 from 8:00a.m. - 8:00p.m.
2. Request the use and closure of the following streets and related side streets for the parade with a start time of 8:00a.m. and completion by 12:00 noon. The parade follows 11th street turning south onto Main and ending at Main and Alamo, with the floats returning on Avenue C.

We are looking forward to a great Western Days. Should you have any questions please contact me at 512-285-4515.

Sincerely,

A handwritten signature in cursive script that reads "Gena Carter".

Gena Carter
President



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: Consider approval of the request to waive Open Container Ordinance.

BACKGROUND:

19th Annual Juneteenth Festival and parade will be June 8 and 9 in Veterans Memorial Park and on Depot Street. This free community event includes music, vendors, delicious food, kids activities, parade and program. The Juneteenth Festival Committee organizes the event and provided the request to waive the open container ordinance for Juneteenth Festival on Friday June 8th from 6 p.m. to 12:15 a.m. and on Saturday June 9 from 8:00 a.m. to 6:00 p.m. in Veterans Memorial Park and on Depot Street from Avenue C to Main Street.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS:

Parade Route, Request letter attached

- { }** Staff will be making a detailed presentation on this agenda item at the meeting.
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ELGIN JUNETEENTH ORGANIZATION

P. O. BOX 763 ELGIN, TEXAS 78621

To: Mayor, City Manager and Council- City of Elgin
From: Bettye Lofton, President - Elgin Juneteenth Organization
Re: Juneteenth Celebration (June 8 - 9), 2018
Date: March 27, 2018
Cc: Chief Patrick South

The Elgin Juneteenth Organization has scheduled their 19th year celebration starting with the annual street dance which will be held on Friday, June 8th from 8:00 pm to 12:00 midnight and the grand parade which will be held on Saturday June 9th in downtown Elgin beginning at 10:00 am with line-up starting from Booker T. Washington Elementary school on M.L.K. Blvd. The Organization is requesting street closures and assistance in accordance with the parade route.

The Parade route will start from Booker T. Washington Elementary school on M.L.K Blvd, turning left on Alamo and continuing down Alamo to Main Street. At Main Street making a right and travel up North Main to traffic signal at West 2nd . Make a left at West 2nd and Main and travel to stop sign at West 2nd and North Ave. C. The parade will make a left onto North Ave. C and travel across the tracks to Alamo where the Parade will disperse.

The Veterans Memorial Park has been secured for all day activities following the Grand Parade. No alcoholic beverages will be sold, but the Organization requests that the open container permit be waived during the event from 6:00 pm until 12 mid-night on Friday, June 8th and from 8:00 am until 6:00 pm on Saturday June 9th . No glass containers will be allowed in the area due to the danger of such usage.

A complete schedule of activities will be forthcoming. Please place this on the City Council agenda.

I, Bettye Lofton, President of the Organization or a designee will attend the Council meeting to answer any questions or concerns. Thanks in advance for your consideration.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: Consider approval of the street closure request.

BACKGROUND:

The Elgin Chamber of Commerce organizes the annual Western Days Festival and Parade June 22-23. Western Days is a free festival for the community that includes live music, softball, volleyball, washer and horseshoes tournaments, arts & crafts, food, kids activities, carnival, and class reunions. Saturday June 23, the parade lines up on 11th street to Main Street, the parade follows the route 11th street, turning south on Main Street, continuing through downtown, and ending at Brenham street, where floats return via Avenue C. The parade begins at 10:00 am. The street closures along the route and related side streets are requested from 8:00 am to 12:00 pm. The parade route requires 11 City of Elgin staff and 4 police officers for traffic control with an approximate cost of \$760. The Festival requires 4 City of Elgin employees for Saturday litter removal etc. with an approximate cost of \$800.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { X } included { X } not included in the current-year budget { }
N/A The Police Department has officer time for parades included in the overtime budget. City departments assist with street closures. The Parks Department does not have it in the overtime budget. The public works department has it included in overtime, but those funds are also impacted by weather related events that the crew may respond to.

RECOMMENDATION:

Approve street closures for the Western Days Parade on June 23.

ATTACHMENTS:

Parade Route, Request letter attached

- { }** 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.



March 19, 2018

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

Dear Tom,

RE: Item for Agenda

The Elgin Chamber of Commerce respectfully request the Elgin City Council consider the following item:

1. Waive the open container ordinance at Memorial Park for the following dates along with the stipulation that there will not be glass containers:
The dates are: June 22, 2018 from 4:00p.m. - 12:15a.m.
June 23, 2017 from 8:00a.m. - 8:00p.m.
2. Request the use and closure of the following streets and related side streets for the parade with a start time of 8:00a.m. and completion by 12:00 noon. The parade follows 11th street turning south onto Main and ending at Main and Alamo, with the floats returning on Avenue C.

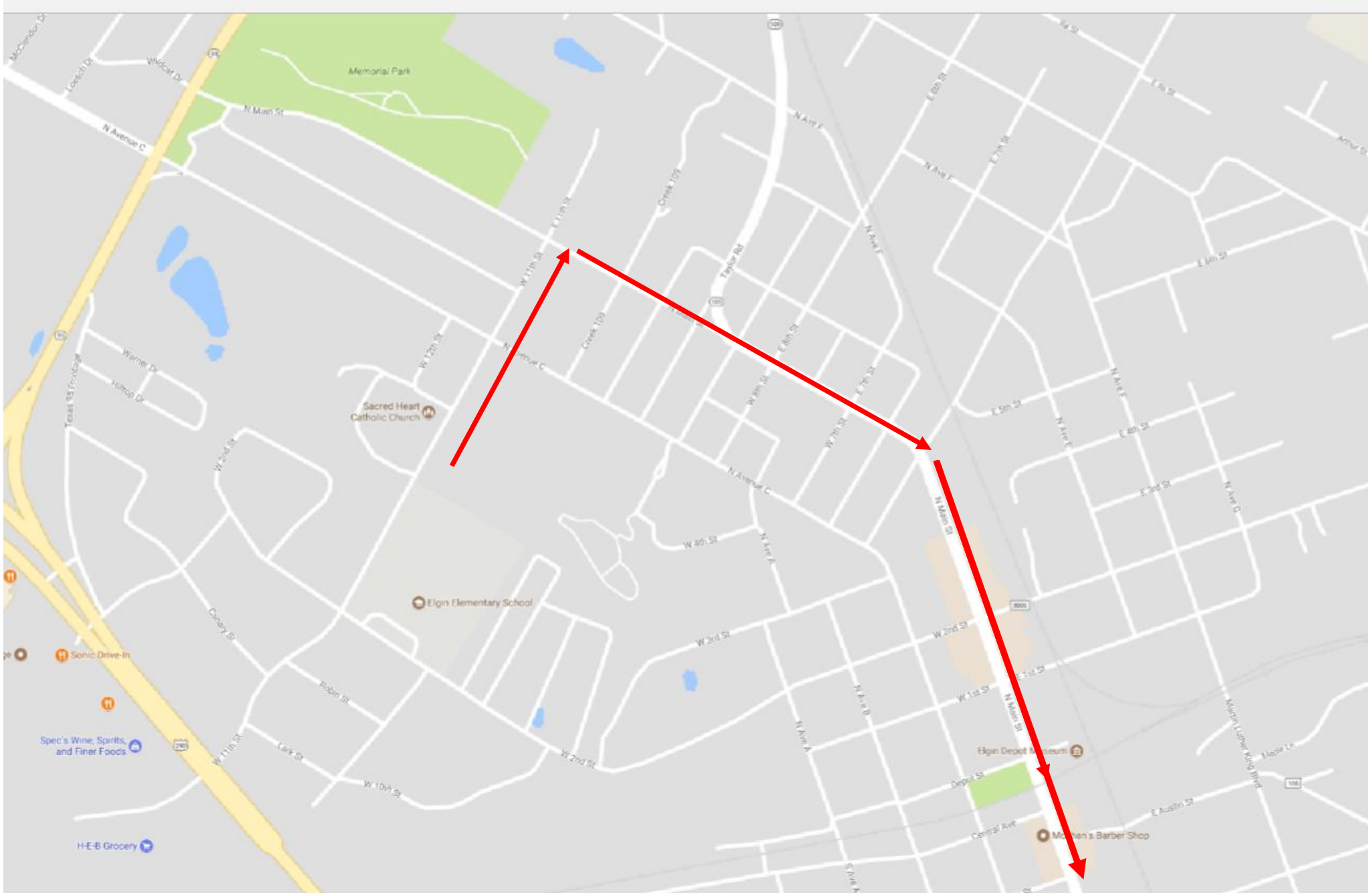
We are looking forward to a great Western Days. Should you have any questions please contact me at 512-285-4515.

Sincerely,

A handwritten signature in cursive script that reads "Gena Carter".

Gena Carter
President

Western Days Parade Route June 23, 2018





Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: Consider approval of the street closure request.

BACKGROUND:

The Annual Elgin Juneteenth Festival Parade will be held at 10 a.m. on Saturday, June 9. Activities and program follow in Veteran Memorial Park for this free community festival. The parade line up occurs at Booker T. Washington Elementary school on Martin Luther King Boulevard. The parade route travels north on Martin Luther King Boulevard to Alamo Street, turns east to Main Street and follows Main Street north to 2nd street where it turns left at the 2nd street traffic light, turns left on to Avenue C and travels South on Avenue C where it disperses at Alamo Street. The request is to close related city streets to accommodate the parade route from 9:00AM to Noon. The parade street closures require 8 city of Elgin staff and 3 police officers for an approximate cost of \$435. During the day on Saturday City costs related to litter pick up etc. are approximately \$164.

BUDGET/FINANCIAL IMPACT:

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

The Police Department has officer time for parades included in the overtime budget. City departments assist with street closures. The Parks Department does not have it in the overtime budget. The public works department has it included in overtime, but those funds are also impacted by weather related events that the crew may respond to.

RECOMMENDATION:

Approve street closures for the Juneteenth parade on Saturday June 9.

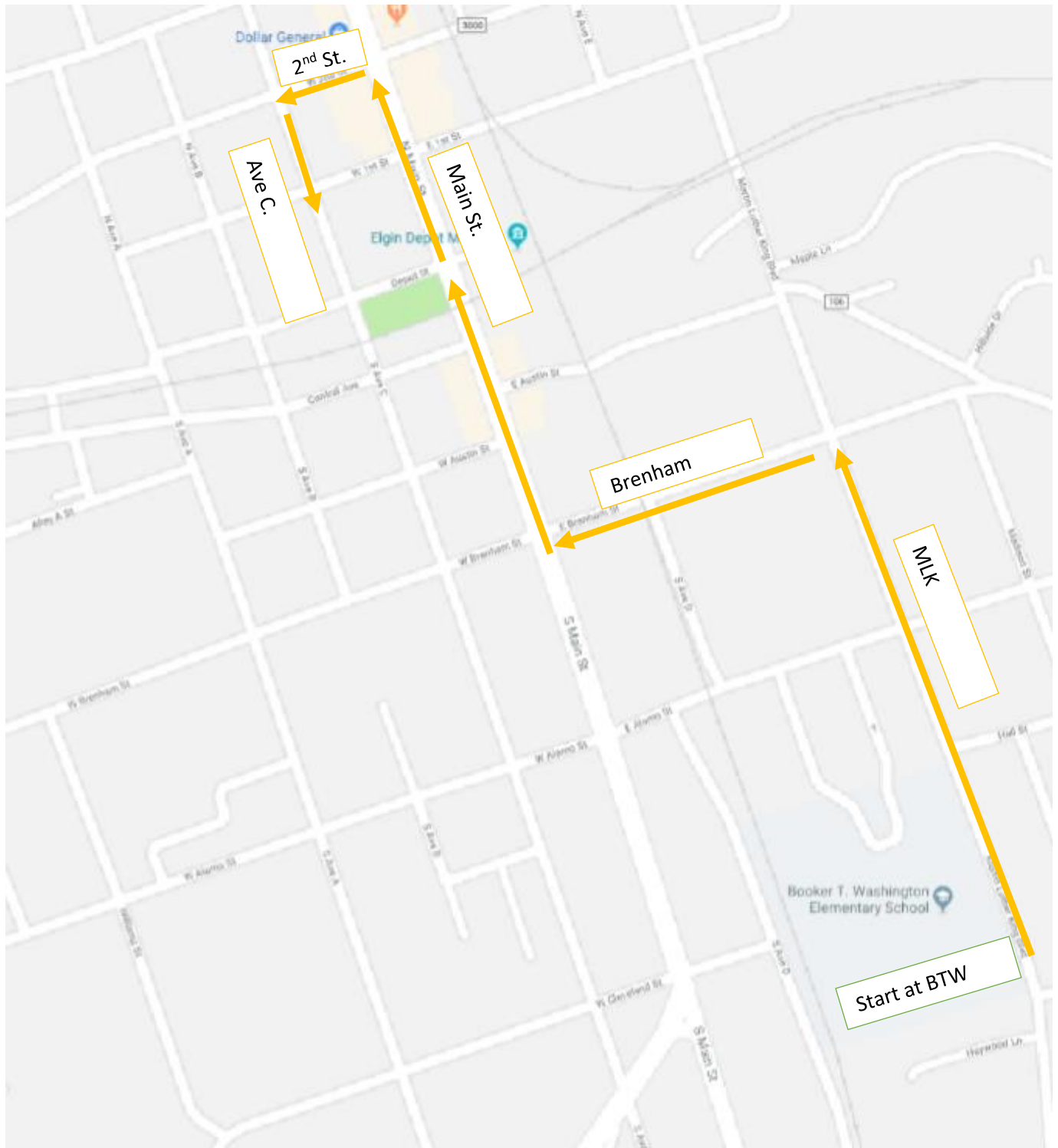
ATTACHMENTS:

Parade Route, Request letter attached

- { }** 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.

Juneteenth Parade Route



ELGIN JUNETEENTH ORGANIZATION

P. O. BOX 763 ELGIN, TEXAS 78621

To: Mayor, City Manager and Council- City of Elgin
From: Bettye Lofton, President - Elgin Juneteenth Organization
Re: Juneteenth Celebration (June 8 - 9), 2018
Date: March 27, 2018
Cc: Chief Patrick South

The Elgin Juneteenth Organization has scheduled their 19th year celebration starting with the annual street dance which will be held on Friday, June 8th from 8:00 pm to 12:00 midnight and the grand parade which will be held on Saturday June 9th in downtown Elgin beginning at 10:00 am with line-up starting from Booker T. Washington Elementary school on M.L.K. Blvd. The Organization is requesting street closures and assistance in accordance with the parade route.

The Parade route will start from Booker T. Washington Elementary school on M.L.K Blvd, turning left on Alamo and continuing down Alamo to Main Street. At Main Street making a right and travel up North Main to traffic signal at West 2nd . Make a left at West 2nd and Main and travel to stop sign at West 2nd and North Ave. C. The parade will make a left onto North Ave. C and travel across the tracks to Alamo where the Parade will disperse.

The Veterans Memorial Park has been secured for all day activities following the Grand Parade. No alcoholic beverages will be sold, but the Organization requests that the open container permit be waived during the event from 6:00 pm until 12 mid-night on Friday, June 8th and from 8:00 am until 6:00 pm on Saturday June 9th . No glass containers will be allowed in the area due to the danger of such usage.

A complete schedule of activities will be forthcoming. Please place this on the City Council agenda.

I, Bettye Lofton, President of the Organization or a designee will attend the Council meeting to answer any questions or concerns. Thanks in advance for your consideration.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes February 20, 2018, March 6, 2018 and March 20, 2018

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the February 6, and March 6, 2018 Regular Meeting Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the February 6, March 6, and March 20, 2018 Regular Meeting Minutes.

ATTACHMENTS:

February 6, March 6, and March 20, 2018 City Council Regular Meeting Minutes

{ } 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.

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, FEBRUARY 20, 2018**

CALL TO ORDER

Mayor Pro Tem Juan Gonzalez called the meeting to order at 7:01 p.m.

ROLL CALL

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

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Director of Finance
Patrick South, Police Chief
Michael Gonzalez, Director Parks and Rec.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Gonzalez led the Pledge of Allegiance to the United States and Texas Flag.

INVOCATION

Council Member Penson gave the invocation.

Mayor Pro Tem Gonzalez stated that Mayor Chris Cannon could not attend tonight due to illness and asked if there was a motion to excuse him. Council Member Brashar moved to excuse Mayor Cannon's absence. Council Member Beyer seconds the motion. Motion carried 7-0. Council Member Lopez moved to excuse Council Member Phillip Thomas's absence. Council Member Penson seconds the motion. Motion carried 7-0.

PUBLIC COMMENT

Mayor Pro Tem Gonzalez opened Public Comments.

With no one wishing to speak Mayor Pro Tem closed Public Comments.

CITY COUNCIL MEETING MINUTES

February 20, 2018 – Page 2

City Annex Council Chambers

CITY MANAGER'S REPORT

1. Presentation of 2017 Elgin Police Department Racial Profiling Report – EPD Chief Patrick South.

Chief South provided presented the 2017 Elgin Police Department Annual Racial Profiling pursuant to state law, and Audit Report as prepared by Del Carmen Consulting.

2. Review and discussion of a preliminary staff report on fees, access, operating policies and procedures of the new City of Elgin Recreation Center.

City Manager Thomas Mattis stated that the Rec Center should be completed by late March or early April and as discussed at a previous meeting, fees, policies and procedures needed to be in place, and the objective tonight would be to go over as much detail as the Council would like.

Parks and Rec Director Michael Gonzalez presented a Proposed Elgin Rec Center Fees & Policies report. (attached) There was discussion about some concerns that included operational expenses being covered by fees, affordability for residents wanting to rent the facility for parties, memberships and security. There was discussion about what would trigger the rec center becoming a shelter and costs to run the shelter. City Manager Thomas Mattis replied that at this point there was no clear understanding of what would trigger the opening of the shelter according to Bastrop County but added that when a declaration is made then it would have to open as a shelter. Another concern discussed was if the rec center is rented for an event and then there is a need for the shelter to open to evacuees then what could be done.

Mr. Mattis asked the Council to provide him with any suggestions or ideas regarding the items discussed as well as the grand opening for the rec center. Mr. Mattis stated that an ordinance would be put together for the fees, policy and procedures and brought back at the next meeting for their approval.

NEW BUSINESS

1. Discussion and possible action to appoint a member to Committees/Commissions with a vacancy.

- Public Safety Advisory Committee

Council Member Penson moved to appoint Timothy Brooks to the Public Safety Advisory Committee. Council Member Brashar seconds the motion. Motion carried 7-0.

CITY COUNCIL MEETING MINUTES
February 20, 2018 – Page 3
City Annex Council Chambers

ADJOURNMENT

Mayor Pro Tem Gonzalez adjourned the City Council Meeting at 8:33 p.m.

APPROVED

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

Proposed Elgin Recreation Center Fees & Policies



Elgin Recreation Center

361 N Hwy 95
Elgin, Texas 78621
(512) 285-6190

Elgin Recreation Center Rates

Monthly Membership

Elgin		Smithville		Round Rock		Pflugerville		Brushy Creek		Bastrop YMCA	
Indiv. Adult	\$	20.00	\$	20.00	\$	20.00		\$	27.00	\$	35.00
Indiv. Youth	\$	15.00	\$	15.00	\$	15.00	-		-		-
Indiv. Senior	\$	15.00	\$	15.00		15.00	-		-		-
Couple	\$	25.00			\$	25.00	-		-	\$	45.00
Family	\$	30.00	\$	55.00	\$	30.00	-	\$	61.00	\$	55.00

Annual Membership

<u>Elgin</u>		<u>Smithville</u>		<u>Round Rock</u>		<u>Pflugerville</u>		<u>Brushy Creek</u>		<u>Bastrop YMCA</u>	
Indiv. Adult	\$	180.00	\$	180.00	\$	125.00	\$	110.00	\$	277.00	-
Indiv. Youth	\$	120.00	\$	135.00	\$	70.00	\$	70.00	-	-	-
Indiv. Senior	\$	120.00	\$	135.00	\$	70.00	\$	70.00	-	-	-
Couple	\$	240.00			\$	200.00		-	-	-	-
Family	\$	300.00	\$	495.00	\$	285.00	\$	160.00	\$	672.00	-

Day use

<u>Elgin</u>		<u>Smithville</u>		<u>Round Rock</u>		<u>Pflugerville</u>		<u>Brushy Creek</u>		<u>Bastrop YMCA</u>	
Day use	\$	5.00	\$	5.00	\$	5.00	\$	5.00	\$	15.00	-

Operation Hours

Elgin		Smithville		Round Rock		Pflugerville		Brushy Creek		Bastrop YMCA	
Monday	8am-8pm		8am-9pm		5am-10pm		5:30am-9pm		5:30am-10pm		12-5:30pm
Tuesday	8am-8pm		8am-9pm		5am-10pm		5:30am-9pm		5:30am-10pm		12-5:30pm
Wednesday	8am-8pm		8am-9pm		5am-10pm		5:30am-9pm		5:30am-10pm		8:30-5:30pm
Thursday	8am-8pm		8am-9pm		5am-10pm		5:30am-9pm		5:30am-10pm		12-5:30pm
Friday	8am-8pm		8am-6:30pm		5am-9pm		5:30am-9pm		5:30am-10pm		12-5:30pm
Saturday	11am-7pm		10am-2pm		7am-7pm		8am-8pm		6am-10pm		closed
Sunday	1pm-7pm		2pm-6pm		10am-6pm		1pm-6pm		10am-6pm		closed

Basketball Gym

Elgin Rec Center		EISD Elementary Gyms		EISD Flex Campus Gym		EISD Middle School Gym		EISD High School Main Gym		EISD High School New Gym	
\$300 (carpet/Non Member)		\$30 per hour		\$50 per hour (Also requires the charge of an additional hour for electrical start-up costs)		\$75 per hour (Tournament or playoff use=\$500 per day)		\$100 per hour (Tournament or playoff use=\$500 per day)		\$75 per hour (Tournament or playoff use=\$500 per day)	
\$270 (carpet/member)											
\$100 (non carpet/non member)											
\$90 (non carpet/member)											

Elgin Parks & Recreation Facility and Park Rates

Recreation Center Rates

	Member	Non-Member
Basketball Gym (carpeted)	\$270	\$300
Basketball Gym (uncarpeted)	\$90	\$100
Studio Activity Room	\$27	\$30
Kitchen	\$135	\$150

*Rental fees are based on a **PER HOUR** use
Pricing of the facility rental is at the Staffs discretion
Deposit of \$500 required for rental
Rentals include a 2 hour minimum

Fleming Community Center Rates

Grand Hall (includes Kitchen)	\$30
Studio Activity Room	\$20
Classroom	\$15
Meeting Room	\$15
Lounge	\$15
Grand Hall + Studio	\$50
Entire Facility	\$100

*Rental fees are based on a **PER HOUR** use
Rental time includes time for you to set up and clean up your event
Deposit of \$100 required for rental
Rentals include a 2 hour minimum

Morris Memorial Pool Rates

0-50 patrons	\$100
51-100 patrons	\$200
101- 150 patrons	\$300
151- 240 patrons	call

*Rental fees are based on a **2 HOUR** use
Rental time includes time for you to set up and clean up your event

Park Rental Rates

Elgin Memorial Park

Main Pavilion	\$30
Small Pavilion	\$15
Softball Field	\$5
Sand Volleyball Courts	\$5
Basketball/Tennis Court	\$5
Picnic Tables	\$5
Entire Park	\$800

Thomas Memorial Park

Large Pavilion	\$30
Small Pavilion	\$15
Softball Field	\$5
Soccer Field	\$5
Basketball Court	\$5
Entire Park	\$600

Veterans Memorial Park

Gazebo	\$30
Entire Park	\$300

Morris Memorial Park

Basketball Court	\$5
Backstop	\$5
Picnic table	\$5
Entire Park	\$400

Shenandoah Park

Soccer Field	\$5
Entire Park	\$300

*Rental fees are based on a **PER HOUR** use *excluding the rental for Entire Park
Rental time includes time for you to set up and clean up your event
Deposit of \$100 required for rental
Rentals include a 2 hour minimum

Membership Information

Become a Member of the Elgin Recreation Center!

Membership Rates

	Annual	Monthly
Family	\$300	\$30
Couple	\$240	\$25
Individual Adult	\$180	\$20
Individual Senior	\$120	\$15
Individual Youth	\$120	\$15

Day Use Fees

- All ages pay \$5 fee for facility use without a membership.

Membership Fees & Guidelines

The Elgin Parks & Recreation Department reserves the right to adjust membership fees as necessary.

- All youth 12 years and under must be accompanied by a guardian 18 years or older.
- Memberships are available at the Check In counter and are available to the public. Dependent upon age, memberships must be signed by an adult aged 18 & older. Spouses and children of members may also purchase a membership.
- A government issued ID must be presented at time of purchase of membership.
- All members must sign a waiver.
- Membership includes access to the Elgin Recreation Center, Morris Memorial Pool, and the ability to register for programs and services listed for members. All members must sign in upon entering the ERC
- All membership policies will be reviewed annually.
- Memberships may be purchased monthly or annually.
- Members may only register their children for programs that are specifically noted as being for children based on age requirements.
- Fees do not include externally contracted classes, leagues, tournaments, special events, or concessions.
- All patrons must adhere to ERC rules and staff. Please contact ERC staff for more information on facility rules, policies, and procedures.
- ERC staff has the right to remove anyone from the premises.
- Members will receive a 10% discount on all facilities managed by the Elgin Parks and Recreation Department

Definitions

- **Family** – Persons listed on the family membership have to be members of the same immediate family, living in the same household, claimed on the two adult's IRS tax return and children are 17 years of age and younger. A maximum of two (2) adults and two (2) children can be on a family membership. Each additional child added to the family membership will be an additional \$2 per child for the monthly membership and an additional \$10 per child for the yearly membership.
- **Couple** – Any two (2) people who live in the same residence.
- **Adult** – 18 years of age or older.
- **Senior** – 65 years of age or older.
- **Youth** – 17 years of age and younger. Youths who are 17 years of age and younger must obtain a parent/guardian's signature on the membership form before a membership will be given.

Main Gym Guidelines

By purchasing a membership/day pass to the ERC, you acknowledge and agree to abide by the facility rules. A complete list of facility rules and the discipline policy can be found in the lobby area.

- Youth 12 years and under must be accompanied by a guardian 18 years old or older.
- All members must sign a waiver.
- All patrons must adhere to ERC rules and staff. Please contact ERC staff for more information on facility rules, policies, and procedures.
- ERC staff has the right to remove anyone from the premises.
- No food or open drinks in the Gym, only water only in a plastic container with a secured lid or squirt spout is allowed
- Zero Tolerance for;
 - Inappropriate/offensive language
 - Fighting or threats of violence
 - Physical abuse or hostility
 - Destruction of city property
- The following are NOT permitted
 - Hanging from the rims or nets
 - Throwing balls at the windows or other patrons
- Must wear proper attire and footwear
- Staff may adjust rules as necessary
- Every person entering the gym must have purchased a membership or day pass

Fitness Room Guidelines

- Only individuals age **15 & OLDER** allowed
- **CLEAN EQUIPMENT** after each use. Paper towels and disinfectant are available for use
- Drinks must be in a **SEALABLE CONTAINER**
- Free weights and/or dumbbells should never be dropped on the floor
- **RERACK** your weights after use
- Use weight collars/clips with bars and weight plates
- Allow other members to **"WORK IN"**

Aerobic/Dance Studio Guidelines

- If classes are crowded, participants cannot reserve space or equipment for anyone not present.
- Patrons must be at least **15 YEARS OF AGE** to participate in fitness classes.
- Participants who enter a class after the warm up has concluded may be asked to leave.
- Stereo use and closet access is limited to current instructors.
- In order to maximize space and ensure safety, participants are encouraged to store personal belongings in one of the cubby areas or along to wall out of the way
- For the comfort and safety of participants, a towel and water bottle is highly recommended for group fitness classes.
- No cell phones are to be used inside of the studio during class instruction
- The instructor reserves the right to ask a participant to leave for refusal to follow these policies.
- Participants are encouraged to use cleaning towels to wipe down equipment before and after use.
- Put away all equipment after use

Policies & Procedures

Elgin Recreation Center Policies and Procedures

Recreational Services

Mission Statement

The Department of Parks & Recreation promotes healthy life-styles through exceptional recreational programs, services, and facilities.

Assumption of Risk

Users assume a risk of injury or even death while participating in recreational activities. All participants are strongly urged to have regular medical check-ups and carry medical insurance coverage. All members and guests are required to sign a waiver.

Important Phone Numbers

Elgin Recreation Center	512-285-5555
Elgin Recreation Center Fax	512-285-5050
Fleming Community Center	512-285-6190
Fleming Community Center Fax	512-285-3016
City Hall	512-285-5721
Police Department	512-285-5757

Elgin Recreation Center (ERC) Layout

The ERC is a single-level 14,800 sq. ft. recreational facility. The facility is located in Elgin Memorial Park. The main entrance is located on Hwy 95 in the front parking lot.

First Level

- Check in Counter
- Main Gym, basketball & volleyball court with seating
- Industrial Kitchen
- Laundry Facility
- Fitness Room
- Aerobics/Dance Studio
- Administrative Offices
- Men's/Women's locker rooms
- Sitting areas
- Restrooms
- AED and First Aid

Age Requirements

- All children 12 & younger must be with their parent or guardian at all times.
- Children ages 14 & younger are only allowed access to the Main Gym.
- Children ages 15 & older are allowed access to all areas.

Elgin Recreation Center Rental Rules

For All Community Center Users:

1. Reservations are made 7 days in advance. _____
 - a. Requests must be made a minimum of 7 days prior to an event and coordinated with the Parks and Recreation Department. Reservation requests made less than 7 days prior may not be filled due to staffing or availability issues.
2. Facility reservations are non-refundable. _____
 - a. A change of date for a cancelled reservation will be allowed for one occurrence as long as the reschedule date is available. Reservations canceled more than 24 hours in advance of event are subject to a refund minus a \$30 cancellation fee. Reservations cancelled less than 24hrs in advance would be a forfeit of the entire reservation fee.
3. Nothing is stored on site you must take your materials at the end of each event. _____
4. Event Contact assumes all responsibilities listed in reservation agreement form. _____
 - a. No part of the event may be delegated to other groups or individuals that are not listed on the reservation form as responsible parties.
5. Children must be accompanied by a responsible adult at all times. _____
6. Fees are determined by your completed reservation form. _____
 - a. All fees will be determined via the completed and submitted request/reservation form and the fees will be paid in full prior to reservation confirmation.
7. Decorations must follow guidelines listed in reservation agreement form. _____
 - a. No event materials, including banners, flyers, posters or signs may be nailed, stapled, tacked, or driven into any portion of the center, whether inside or out, or affixed to the Center in such a way that causes any changed, alterations, discoloration, staining, or need for repairs. In addition, tape and other adhesive materials may not be applied to walls or other surfaces in the Center without prior approval by the City of Elgin. Outdoor signs and banners must be pre-approved by city staff before installation.
 - b. All decorative materials must be flame proof or enclosed in a flame proof container (e.g. fish bowl, hurricane glass cover).
 - c. Fire exits, exit signs, and air system inlets or outlets must remain accessible and visible at all times.
 - d. The following materials are prohibited inside the Center: straw, hay, glitter, confetti, birdseed, rose petals, rice, sequins, chemical glow light products including but not limited to bracelets, necklaces, and glow sticks, and artificial snow.
 - e. Balloons cannot be filled with any of the above items. Rice, birdseed, paper confetti, and rose petals are permitted in the parking lot and street areas of the Center only.

8. No animals are permitted with the exception of service animals. _____

9. Facility rental time includes for set up and clean up of the event. _____

a. The events contact will be responsible to for adhering and following the stated rules for setting up, decorating, and cleaning up the event space

10. The Elgin Recreation Center is a non-smoking building. _____

a. Smokers are required to use the designated outdoor areas and receptacles only. Smoking in the Center will result in a forfeiture of the security deposit, and or assessment of additional fees for cleaning and or repairs.

By signing this form, I acknowledge I agree to abide by the City of Elgin policies and regulations. Failure to follow City of Elgin policies and regulations may result in cancellation of reservation, additional facility use, staff or security fees, and or damage, cleaning, or replacement fees at the discretion of the City of Elgin.

Event Contact: _____ Date: _____

City of Elgin: _____ Date: _____

OFFICE USE ONLY

Facility Space: _____

Date of use: _____ Time of use: _____

Keys issued: ☐ No ☐ Yes Key Code: _____

Bicycles, Hoverboards, Skateboards, In-line & roller skates

- Bicycles and hoverboards are not allowed inside the ERC. Roller skates, skateboards, and in-line skates may not be worn or used inside the ERC.
- No loitering is allowed directly outside of the ERC, this includes Bicycles, Hoverboards, Skateboards, In-line & roller skates

Clothing

Staff reserve the right to make the final decision on what is appropriate and safe. The policies, procedures, and guidelines listed are in effect for the protection of the facility, equipment, or patron.

- Clothing that expresses any profane or discriminating messages is prohibited.
- Shirts that cover the chest are required. Shirts that cover the torso and shoulders are required in the Fitness Room and Aerobics/Dance Studio.
- Shorts must be long enough to cover buttocks.
- Clothing, belts, or shoes with exposed metal are prohibited. Weightlifting belts are not allowed to be worn while on the upholstered equipment.
- Shoes are required, except in the Aerobic/Dance Studio. In the Main Gym and Fitness room, shoes must have a sole that grips and does not slip, must cover the whole foot, and must not damage or mark the floor or equipment.
- In the Aerobic/Dance Studio, appropriate attire is dictated by the activity, however, shoes or gear that damage the floor or equipment are prohibited.

Conduct

The use of abusive or profane language will not be tolerated. Recreation Services staff reserves the right to address any witnessed or reported concerns related to conduct or disruptive behavior. Disruptive behavior is not allowed and may result in membership suspension or termination.

Patrons participating in any program or utilizing any facility or service offered by Recreational Services are expected to conduct themselves in a respectful and appropriate manner; any patron violating this expectation subjects themselves to membership suspension or termination, or discontinuation of service or program. See the below list of prohibited general conduct:

- Conduct which is obscene or indecent.
- Disrupting or obstructing a program or patrons utilizing the facilities or services.
- Harassing any patron or staff during a program, in our facilities, or utilizing our services through unwanted conduct that causes reasonable fear for safety (e.g. stalking) or is sufficiently severe, pervasive and persistent that it interferes with the person's employment or ability to participate in or benefit from offered programs, services, or facilities.
- Threatening physical abuse, intimidation, coercion or conduct which threatens the health or safety of others.
- Physical abuse, intimidation, coercion or other conduct which endangers the health or safety of others.

Emergency Procedures

In the event of a fire or other emergency, alarms will sound throughout the facility. Recreation staff members or personnel will provide users with evacuation instructions. Users needing help to exit the building should notify a recreation staff member. Fire alarms and extinguishers are located conspicuously throughout the facility.

Food & Beverages

Food and beverages in plastic containers are permitted in the lobby. Water only in a plastic container with a secured lid or squirt spout is allowed in the ERC. Plastic bottles with a secured lid or squirt spout may be used in workout areas. Food, glass bottles and soda cans are prohibited inside the ERC. Please dispose of any litter properly.

Hours

Hours may change based on usage and the needs of the City of Elgin community. Refer to our home page for current events.

Injuries

If an injury occurs, please contact a member of the recreation staff immediately to assist with first aid and to document the incident. First aid supplies is available at the Check In Counter. All facility supervisors carry first-aid supplies. All participants are financially responsible for all expenses related to injuries and emergency care, including medical care and ambulance.

Lost & Found

The City of Elgin is not responsible for lost or stolen articles. Do not bring valuables to the facility. The Lost & Found is located at the Check In Desk. All "non-valuable" items will be held for 14 days, and then discarded. "Valuable items" will be turned over to the City Police, 512-285-5757. Always secure your belongings in a secure place, even when in the shower. The recreation staff is not allowed to hold valuables for users.

Music

Headphones must be used when listening to music, except for the following:

- Groups with reservations and approval to have music in the approved activity space.
- You must use your own music playing device. Extension cords will not be provided. Staff reserve the right to ask patrons to turn off or down music if deemed too loud or offensive.

Pets & Animals

No pets or animals of any kind are allowed inside facilities with the exception of working companion dogs for individuals who have a disability.

Smoking, Tobacco, Drugs and Alcohol

Smoking, smoking devices, e-cigarettes, tobacco, drugs, and alcohol in any form are prohibited.

Lobby

- This main concourse is the primary entrance to and exit from the activity areas of the ERC.
- Use of any other exterior door is prohibited and will activate an alarm system.
- Use of the computers is limited to only checking into the facility and signing waivers for activities.
- No loitering is allowed

Main Gym

- Hanging on the rims or throwing balls at the windows or at other patrons is prohibited.
- Please secure your valuables, clothing and book bags in a secure area.
- For a volleyball set up, contact a staff member at the Check In Desk.
- Courts are available on a first-come, first-served basis when not reserved for programs, special events, or approved reservations.

Fitness Room

- Users are responsible for sanitizing equipment. Each user may bring his or her own towel, or use the dry paper towel dispensers located in the workout area to remove sweat. You are encouraged to clean each machine before and after use.
- Personal belongings are to be secured in a cubby.
- Please report broken equipment to the Check In desk.
- Users must return all equipment to their proper storage location.
- Weight belts are not allowed on exercise equipment if the buckle makes contact with the upholstery.
- Users must allow others waiting for equipment to work into your rotation.
- Slamming weight stacks or dropping Olympic bars, weight plates, barbells or dumbbells is prohibited. Olympic bars, weight plates, barbells and dumbbells must be below the knee before placing down.
- Deadlifts can only occur on the power rack or in designated spaces.
- Users are recommended to have a spotter when excessive weight is lifted.
- Spring collars should be used on all bars with plates added.
- Chalk is prohibited.
- Cell phone use whether talking or texting is prohibited while exercising. Patrons talking on their cell phones while in the Fitness Room will be asked to move to the lobby area until their conversation is over. Please respect your fellow patrons.
- Due to liability and safety concerns, no person aged 14 & younger may be in the Fitness room with or without an adult present.
- Patrons must use the equipment for its intended purpose or function. Improper use of any plate-loaded machines, selectorized machines, or cardiovascular equipment will not be tolerated.

Kitchen and Laundry Area

- Use of these areas are prohibited to the public. Only staff members are allowed entry. Patrons may only enter these areas given authorized by staff.
- Any persons renting or using the kitchen facilities must have obtained an up to date food handlers permit upon staff discretion. Certificate must be provided to staff before use.
- After use of area, you must clean up after yourself. Not doing so will result in forfeit of the deposit.

Equipment Rental

- Only customers who have signed a waiver and given some form of ID may check out equipment. ID will be returned once the equipment is returned
- All checked out items should be returned on the same day they were rented 10 minutes prior to closing.
- Users will be responsible for damaged or broken equipment.
- Cash, check, and credit cards (Visa, MasterCard, and Discover) are accepted for purchases.

Aerobic/Dance Studio

- For safety considerations, classes may be limited based on space and the availability of equipment.
- If classes are crowded, participants cannot reserve space or equipment for anyone not present.
- Patrons must be at least 15 years of age to participate in fitness classes.
- Participants who enter a class after the warm up has concluded may be asked to leave.
- Participants leaving a class early are responsible for their own cool down if they choose to leave before class has ended.
- Stereo use and closet access is limited to current instructors.
- In order to maximize space and ensure safety, participants are encouraged to store personal belongings in one of the cubby areas.
- For the comfort and safety of participants, a towel and water bottle is highly recommended for group fitness classes.
- No cell phones are to be used inside of the studio during class instruction
- The instructor reserves the right to ask a participant to leave for refusal to follow these policies.
- Participants are encouraged to use cleaning towels to wipe down equipment before and after use.

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, MARCH 6, 2018**

CALL TO ORDER

ROLL CALL

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

Mayor Chris Cannon called the meeting to order at 7:00 p.m. and certified there was a quorum. He stated all members were present except for Council Member Lopez who was attending a Fire Department meeting, and that Council Member Arreaga had notified him she was on her way. Council Member Brashar moved to excuse Council Member Lopez's absence. Mayor Pro Tem Gonzalez seconds the motion. Motion carried 8-0.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Director of Finance
Owen Rock, ED Director
Patrick South, Police Chief
Doug Prinz, Utilities Director
Gary Cooke, Planning Director
Amy Miller, Community Dev. Director

INVOCATION

Council Member Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

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

CITY COUNCIL MEETING MINUTES

March 6, 2018 – Page 2

City Annex Council Chambers

PUBLIC HEARING

Mayor Cannon recessed the Regular Meeting and opened the Public Hearing.

1. PUBLIC HEARING ON A SPECIFIC USE PERMIT

RECEIVE PUBLIC COMMENTS ON A REQUEST SUBMITTED BY MICAH ERWIN, OWNER OF THE PROPERTY LOCATED IN GARRETT'S SECOND ADDITION, BLOCK H, LOT 3A, AT 414 EAST 8TH STREET, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO RENEW THE SPECIFIC USE PERMIT FOR FIVE (5) YEARS SO THAT HE MAY OPERATE A MEADERY.

Sue Beckwith spoke and stated she was a neighbor of the proposed meadery and felt that this was the kind of business that was good for Elgin.

Council Member Brashar asked to speak as she was a neighbor, and stated that unless you know what it is, you do not know the business is there. She stated he had done a great job of fixing up the property and supported them being in the neighborhood.

Molly Alexander, owner of The Owl, stated they had been selling mead at their business and supported the meadery.

With no one else wishing to speak, Mayor Cannon closed the Public Hearing at 7:05 p.m.

PUBLIC COMMENT

Mayor Cannon opened Public Comments.

With no one wishing to speak Mayor Cannon closed Public Comments.

CITY MANAGER'S REPORT

1. General Activity Report and Project Update

City Manager Thomas Mattis stated that all projects were moving ahead with great progress. He stated that the Rec Center is scheduled to open the 1st of April and the Lee Dildy project was moving forward.

Council Member Beyer asked when residents would get the new recycling carts. Mr. Mattis stated that it would be happening soon, and that staff was working with Republic trying to get the message out. He stated the new service would begin on April 9th, and prior to that city staff would be delivering door hangers with the new rules and procedures, and that the new carts would also have a bright sticker on them with the new rules.

CITY COUNCIL MEETING MINUTES

March 6, 2018 – Page 3

City Annex Council Chambers

2. Departmental Monthly Reports – January

Mr. Mattis stated that the Departmental Reports were in the Council's packet and to contact him with any questions.

Mayor Cannon asked that the record reflect Council Member Arreaga arrived at 7:03 p.m.

Sue Beckwith presented a close out report for a City of Elgin USDA grant from the USDA Local Food Promotion Program.

City Manager Thomas Mattis stated that there was no action needed on this item now, but that they wanted to see if Council had any questions and for them to be thinking about any direction to staff on how to proceed.

CONSENT AGENDA

1. City Council Meeting Minutes Regular City Council Meeting - February 6, 2018

2. Request for Waiver

Approval of waiver of the open container and park curfew ordinance at Elgin Memorial Park for the 30th Annual Elgin Volunteer Fire Department Cookout and Fundraiser - 12:00 pm Thursday April 12, to 12:00 am Sunday April 15, 2018.

Council Member Brashar moved to approve the Consent Agenda with corrections to the minutes as submitted. Council Member Beyer second the motion. Motion carried 8-0.

NEW BUSINESS

1. Ordinance – Specific Use Permit

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE PROPERTY BEING LOT 3A, BLOCK H, IN THE GARRETT'S SECOND ADDITION, LOCATED AT 414 EAST 8 TH STREET, CITY OF ELGIN, BASTROP COUNTY, TEXAS FROM R-2 RESIDENTIAL TO S-P FOR A SPECIFIC USE PERMIT FOR A MEADERY

Council Member Thomas moved to approve the ordinance granting the Specific Use Permit for a period of 5 years. Council Member Beyer seconds the motion. Motion carried 8-0.

CITY COUNCIL MEETING MINUTES

March 6, 2018 – Page 4

City Annex Council Chambers

2. Award Contract for Water Well No. 16

Consideration, discussion and possible action to award a contract to the low bidder Weisinger Incorporated, in the amount of \$629,300.00 for the Water Well No. 16 project and authorize the City Manager to fund the project from the Well 16 Project Fund.

Council Member Penson moved to award a contract to the low bidder Weisinger Incorporated, in the amount of \$629,300.00 for the Water Well No. 16 project and authorize the City Manager to fund the project from the Well 16 Project Fund. Council member Brashar seconds the motion. Council member Penson amended her motion to include authorizing the City Manager to approve change orders up to 25% of the contract. Council Member Brashar agrees to the amendment. Motion carried 8-0.

3. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH ALLIANCE WORK PARTNERS (AWP) PROVIDING INSURANCE COVERAGE UNDER AN EMPLOYEE ASSISTANCE PROGRAM (EAP) FOR CITY EMPLOYEES FOR A PERIOD OF TWELVE MONTHS AND MAKING CERTAIN FINDINGS RELATED THERETO

Council Member Brashar moved to approve the Resolution as presented. Council Member Bega seconds the motion. Motion carried 8-0.

4. A RESOLUTION APPROVING AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS CAPITAL FUND PROGRAM

Council Member Penson moved to approve a Resolution approving an application for funding through the Texas Department of Agriculture. Texas Capital Fund Program. Council Member Arreaga seconds the motion. Motion carried 8-0.

5. Ordinance Canceling General Election for Wards 1, 2, And 4

AN ORDINANCE ACKNOWLEDGING RECEIPT OF “CERTIFICATE OF UNOPPOSED STATUS” PURSUANT TO SECTION 2.052 TEXAS ELECTION CODE; DECLARING UNOPPOSED CANDIDATES TO BE ELECTED TO THEIR RESPECTIVE OFFICES AND CANCELLING THE MAY 5, 2018 GENERAL ELECTION FOR WARDS 1, 2, AND 4; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES

Council Member Brashar moved to approve the ordinance as written. Council Member Penson seconds the motion. Motion carried 8-0.

CITY COUNCIL MEETING MINUTES

March 6, 2018 – Page 5

City Annex Council Chambers

ANNOUNCEMENTS

Mayor Cannon asked if anyone had any announcements. Amy Miller announced Sip, Shop and Stroll on Thursday and Mead tasting at Elgin Goods and a ribbon cutting at Rainey Real Estate.

EXECUTIVE SESSION

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

Mayor Cannon recessed the Regular Council Meeting at 7:57 P.M.

Mayor Cannon adjourned into Executive Session at 8:07 P.M.

1. Adjourn into Executive Session

Adjourn into Executive pursuant to Section 551.072 Deliberations about Real Property: to receive a staff briefing and deliberate the purchase, exchange, lease, or value of certain real property (a) for the possible location of a new Wastewater Lift Station and (b) for the possible acquisition of property in the historic downtown area.

RECONVENE

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

Mayor Cannon Adjourned the Executive Session and Reconvened into Regular Council meeting at 9.01 p.m.

No action taken during Executive Session.

ADJOURNMENT

Mayor Cannon adjourned the City Council meeting at 9:02 P.M.

APPROVED

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY MARCH 20, 2018**

CALL TO ORDER

Mayor Cannon called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Mayor Chris Cannon

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

Staff: Thomas L. Mattis, City Manager
Patrick South, Police Chief
Michael Gonzalez, Director Parks and Rec.
Barbara Wilson, HR Director
Gary Cooke, Planning Director
Yadira Duque, Supervisory Court Clerk
Judge Amanda Carter

Mayor Cannon certified a quorum with all members present.

INVOCATION

Council Member Penson gave the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Mayor Cannon opened Public Comments.

CITY COUNCIL MEETING MINUTES

March 20, 2018 – Page 2

City Annex Council Chambers

With no one wishing to speak Mayor Cannon closed Public Comments.

PRESENTATIONS

1. Introduction of New City Employees - Elgin Police Department
 - Chris Noble
 - Jason Hetrick

Chief South introduced the two new Police Officers, Chris Noble and Jason Hetrick.

Mayor Cannon stated a new quarterly Citizen's Award would be started, with this one being the first to highlight citizens that have not been recognized and do not belong to certain organizations and stated that this person was very involved in the community. Mayor Cannon presented Lydia Salazar (Grandma Lily) with a plaque as the recipient of the first Citizen Spotlight Award.

CITY MANAGER'S REPORT

1. Review and Discussion of Determining City Policy And/or Response To Requests For Traffic Calming Devices And/or Efforts In Residential Areas

City Manager Thomas Mattis stated this item was for discussion and wanted to make sure everyone was on the same page regarding speed bumps. He stated there was no clarity among the current staff on how to deal with this issue when it comes up. Mayor Pro Tem Gonzalez stated that he gets requests from citizens for speed cushions but that there is no policy or procedure in place. He suggested possibly letting each Council Member dictate the placement of these speed cushions in their Wards and not having to bring these requests back to Council each time. Council Member Bega stated that originally it was presented as a pilot program as the Mayor mentioned, the goal being to seek improvements. She stated that speed humps are not a 100% solution as everyone knows and looking ahead any area considered needs to be discussed to see if it helps the situation. Council Member Brashar stated she wanted to be cautious and stay the city of sausage and not the city of speed humps and did not think they were needed everywhere. She stated that the situation had changed with more law enforcement that provided an option now. Council Member Thomas agreed and stated that some of these key areas could be addressed by law enforcement. Mayor Pro Tem Gonzales stated that the City Manager suggested allocating a certain amount of money in the budget for this. Council Member Thomas suggested having a committee decide where to install the devices and then bringing it back to Council and this would provide some sort of procedure to inform residents who called and requested speed humps. City Manager Mattis stated that the budget process for next year would begin soon and they could then get a funding amount established, set up a committee, and establishing policy and procedures.

CITY COUNCIL MEETING MINUTES

Council Member Beyer suggested putting this on the Capital Five Year Plan. Council agreed to allocate funds in the upcoming budget for this project.

2. General Activity Report and/or Project Update on code enforcement status - 215 Central Avenue.

City Manager Thomas Mattis stated that he had left pamphlets at their places notifying residents of the changes in the trash recycling collection. He stated staff had developed the pamphlets in English and Spanish, with a side note on bulk trash and they were going to deliver them door to door. He stated Republic would be delivering the carts next week, and April 9th would be the first day for pickup.

He stated that the Lee Dildy project was moving along really well and were about a month ahead and that the road could be ready for use by Labor Day.

Mr. Mattis mentioned the progress on the Rec Center, addressed all of the operational issues and that he had left a financial report at their places, and would come in under \$50,000.00 fund balance. He stated that amount would be retained for any overruns, and on a recommendation from the Parks Board not to put in the playscape at this time. He stated they would wait until the building was complete and then decide what to do with that money.

Mr. Mattis stated that the sidewalk project was progressing and was told by TXDOT it should be complete by August 2nd.

Gary Cooke, Planning Director spoke on the 215 Central Avenue property that was damaged by the hurricane. He provided a timeline of events for the property and in working with the owner for abatement. He stated the owner obtained a demolition permit to remove debris from the ROW and placed it back on private property. She was told at that time she had 30 days to either pull a demolition permit to remove the structure or pull a remodeling permit to brace or repair the structure. Ms. Sawyer, the owner, pulled a permit on October 13, 2017 for shoring up the walls and repositioning a fence. On January 11, 2018 Code Enforcement sent a letter to Ms. Sawyer and notified her that she had three months to show substantial completion of the project.

Mr. Mattis stated they would wait until April 13th and if significant progress was not made, they would assemble a meeting of the Building Standards Commission and have them make a ruling.

NEW BUSINESS

1. An Ordinance Of The City Council Of The City Of Elgin, Texas, Amending Chapter 26, Revised Code Of Ordinances Of The City Of Elgin, Texas (2013 Edition); Creating The Office Of The City Marshal; Repealing Conflicting Ordinances And Resolutions; Including A Severability Clause; And Establishing An Effective Date.

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

CITY COUNCIL MEETING MINUTES

2. Consideration of Establishing a Municipal Court Security Committee and Possible Appointments Thereto

Council Member Penson moved to approve establishing a Municipal Court Security Committee and appoint Judge Amanda Carter as standing Chairman, position of Police Chief, Patrick South, and appoint to the board the Court Clerk Yadi Duque, Bailiff Position Kenneth King, and Council Members Daniel Lopez, Susie Arreaga and Mary Penson representing the City Council. Council Member Brashar seconds the motion. Motion carried 9-0.

3. RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ELGIN ECONOMIC DEVELOPMENT CORPORATION MEMORIALIZING THE FINANCING PLAN FOR ACQUISITION AND POSSIBLE DISBURSEMENT OF THE HIDDEN OAKS HIGHWAY 290 PROPERTY AND MAKING CERTAIN FINDINGS RELATED THERETO

Council Member Thomas moved to approve accept the MOU with the City of Elgin EDC. Council Member Lopez seconds the motion. Motion carried 9-0.

ANNOUNCEMENTS

Council Member Bega mentioned a community cleanup on Saturday at Memorial Park.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 8:59 p.m.

APPROVED

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Resolution approving a 380 Agreement between the City of Elgin & OnePointe Solutions LLC

DEPARTMENT: Economic Development

PROPOSED ACTION: Approve the Resolution

BACKGROUND: OnePointe Solutions manufacturers specialized furniture for research labs. The company is currently located in Austin and wishes to move to Elgin. The Elgin EDC and the company began incentive negotiations with the company to encourage them to move to Elgin.

The Elgin EDC approved giving the company incentives, with one contingent, on March 13, 2018. The contingent said that the median wage for the employees should be \$40,000. This contingent was met. The Company intends to move its business to Elgin and supply fifty (50) jobs. In year two they would hire five (5) new employees, in year three they would hire five (5) new employees and in year four they would hire ten (10) new employees. The Elgin EDC will provide \$50,000 in moving costs to assist in moving the large machinery the company utilizes. When fifty jobs have been filled the EDC would grant the company \$50,000. In year two the EDC would grant \$50,000 for the five new employees, in year three the EDC would grant \$50,000 for the new employees hired and in year four the EDC would grant \$50,000 if ten new employees are hired. If the company does not hit its hiring numbers, then they will not receive the grant dollars.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Staff recommends approving the 380 agreement

ATTACHMENTS: 380 agreement

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

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

RESOLUTION NO.

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF THE ELGIN AND ONEPOINTE SOLUTIONS, LLC
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Elgin, Texas (the “City”) desires to grant certain incentives to OnePointe Solutions, LLC (the “Company”) for the primary purpose of relocating their business to property within the City of Elgin, Texas; and

WHEREAS, the City has found and determined that the Chapter 380 Economic Development Agreement will further the public interest and welfare and the potential economic benefits that will accrue to the City are consistent with the City’s economic development objectives to increase sales and use tax revenues accruing to the City and attract additional jobs, and is necessary to promote or develop new business enterprises, and

WHEREAS, the Company will purchase an existing building and will bring jobs that will be beneficial to the City

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, as amended, to establish economic development programs and to provide grants for economic development, and

WHEREAS, the amount of the agreement shall not exceed \$250,000;

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

1. That the above recitals are true and correct.
2. That the City hereby approves the Chapter 380 Agreement between the City of Elgin and OnePointe Solutions, LLC
3. That the Mayor is authorized to execute the Chapter 380 Economic Development Agreement between the City of Elgin and OnePointe Solutions, LLC

Adopted on this 3rd day of April, 2018.

CITY OF ELGIN, TEXAS

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

This Economic Development Agreement ("Agreement") is made by and between the City of Elgin, Texas, a Texas home rule city (the "City") and OnePointe Solutions, LLC (the "Company").

RECITALS:

WHEREAS, The Company desires to purchase an approximately 43,500 square feet building ("the Property") in the City and to move its business to the City and to employ approximately 50 people, and

WHEREAS, The Company has advised the City that contributing factors that would induce the Company to move its business to the City would be an agreement with the City to provide a performance based economic development grant to the Company to defray a portion of the moving costs to be incurred by the Company as a consequence of moving to the City, and bringing (50) fifty new jobs to the City and the potential of (20) twenty new hires over the next (4) four years, and

WHEREAS, the City has found and determined that development of the Property will further the public interest and welfare and the potential economic benefits that will accrue to the City are consistent with the City's economic development objectives to increase sales and use tax revenues accruing to the City and attract additional jobs, and is necessary to promote or develop new business enterprises, and

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, as amended, to establish economic development programs and to provide grants for economic development, and

WHEREAS, the City and the Company desire to set forth in this Agreement the terms and conditions of the performance based economic development payments to be made to the Company, its successors and assigns.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

Objectives. The Company hereby agrees to fund certain costs associated with relocating the Company and to comply with the terms and conditions of this Agreement.

Concept and Structure. As authorized by Article III Section 52-a of the Texas Constitution and Section 380.001 of the Texas Local Government Code, as amended, the City will make certain performance- based economic development grant payments as set forth in Article III of this Agreement to the Company for the purpose of reimbursing the Project Costs incurred by the Company for the development of the Property.

ARTICLE II DEFINITIONS

"Agreement" shall mean this agreement and all attachments hereto between the City and the Company.

"Available City Sales Tax" shall have the meaning given to such term in Article III.B of this Agreement.

"City Council" shall mean the City Council of Elgin, Texas.

"Company" shall mean OnePointe Solutions, LLC or any successor thereto or assignee thereof under this Agreement.

"Project Costs" shall mean (i) costs for reaching fifty (50) employees (ii) costs for reaching fifty-five (55) employees (iii) costs for reaching sixty (60) employees, (iv) costs for reaching seventy (70) employees, as defined below.

"Sales Tax Fund" shall mean the fund established by the City pursuant to Article III. D of this Agreement.

"Sales Tax Grant Payments" shall mean the performance based economic development grant payments made by the City from its sales tax revenues as set forth in Article III. C of this Agreement.

"Moving Costs" are those costs related to moving the Company to the Property in an amount not to exceed \$50,000.

"State" shall mean the State of Texas.

ARTICLE III CITY'S DUTY TO MAKE SALES TAX GRANT PAYMENTS

A. **General Statement.** The duty of the City to make Sales Tax Grant Payments to the Company for any purpose under this Agreement is limited in its entirety by the provisions of this Agreement. Sales Tax Grant Payments to be made by the City pursuant to this Agreement shall be made pursuant to Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, as amended; and any other economic development or financing program authorized by applicable State law, solely from annual sales taxes received by the City as described by this Article. No Sales Tax Grant Payments shall be made if the Company fails to materially comply with any terms and conditions of this Agreement, after being afforded an opportunity to cure, as stated herein.

B. **Available City Sales Tax.** The City represents that the current aggregate sales tax rate in the City is eight and one quarter percent (8.25%), of which one percent (1%) is the City's share that is herein designated as the Available City Sales Tax (the "Available City Sales Tax").

C. **Sales Tax Grant Payment.** The City hereby agrees to make Sales Tax Grant Payments to the extent now or hereafter permitted by law to the Company from the Sales Tax Fund in an amount:

Year 1 - Moving Fees of fifty thousand dollars (\$50,000). When the Company reaches fifty (50) employees the City will pay the Company fifty thousand dollars (\$50,000)

Year 2 – Grant of fifty thousand dollars (\$50,000) when Company reaches fifty-five (55) employees

Year 3 – Grant of fifty thousand dollars (\$50,000) when Company reaches sixty (60) employees

Year 4 – Grant of fifty thousand dollars (\$50,000) when Company reaches seventy (70) employees

Subject to the compliance with the terms and conditions of this Agreement, all Sales Tax Grants Payments shall continue until the earlier of (i) four (4) years after the date the Company starts operations in the City or (ii) payment in full of all Project Costs and Moving Costs. In order to make the Sales Tax Grant Payments, the Company shall include copies of Payroll Register for each employee.

D. **Sales Tax Fund.** The City will provide for the payment of Sales Tax Grant Payments to be made pursuant to this Article by establishing a separate account in the City Treasury into which all sales tax receipts contemplated by Section III. C above shall be deposited (the "Sales Tax Fund"). During the term of this Agreement, the City will pay Moving Costs to the Company on the first day of operations in the City other Project Costs will be paid on an annual basis on the anniversary of the first day of operations in the City, all monies then available in the Sales Tax Fund as Sales Tax Grant Payments pursuant to this Agreement upon receipt of evidence of employee numbers from the Company and subject to the provisions of Section C, above, and other terms and conditions of this Agreement. The Company shall submit in advance of any Sales Tax Grant Payments all Payroll Registers which reflect the number of employees, which are subject to review and approval by the City, said approval to not be unreasonably withheld.

E. **Limitation of Source of Payment.** The obligation of the City to the Company under this Agreement is limited to the Sales Tax Grant Payments as described in this Article. This Agreement shall create no obligation of the City which is payable from any other moneys received by the City other than the sales tax receipts contemplated by Section III C above which are actually collected by the City.

F **Condition to Receipt of Sales Tax Grant Payments,** No Sales Tax Grant Payments shall be made until and unless all terms and conditions as stated in this Agreement have been materially complied with in full after the Company has been afforded the opportunity to cure, as stated herein.

ARTICLE IV
SALES TAX FUND INVESTMENT AND ACCOUNTING

A. **Investment.** Moneys in the Sales Tax Fund may be invested and reinvested by the City only in investments which would be eligible for investment pursuant to the provisions of the Public Funds Investment Act (Chapter 2256, Texas Government Code); provided that all such investments must mature at such times and in such amounts as necessary for all Sales Tax Grant Payments to be made to the Company as required by Article III of this Agreement. Moneys on deposit in the Sales Tax Fund will be secured by the depository bank in the same manner as City funds are required to be secured at the City depository.

B. **Accounting.** Complete books and records shall be maintained showing deposits to and disbursements from the Sales Tax Fund which books and records shall be deemed complete if kept in accordance with Generally Accepted Accounting Principles as applied to State municipalities and in accordance with the provisions of the State law. Such books and records shall be available for examination by the duly authorized officers or agents of the Company during normal business hours upon request made not less than five (5) business days prior to the date of such examination. Such books and records shall be maintained throughout the term of this Agreement and for four (4) years thereafter.

ARTICLE V.
COMPANY OBLIGATIONS

A. **General Statement.** The Sales Tax Grant Payments are specifically conditioned upon the Company materially complying with all the terms and conditions of this Agreement subject to an opportunity to cure, as stated herein. If the Company is in default regarding any term or condition of this Agreement, and has failed to cure any default as required herein, the City is relieved of any obligation to make Sales Tax Grant Payments. In addition, the City may utilize any and all other remedies available in laws or equity.

B. **Relocation.** The Company shall relocate its operations to the City and employ fifty (50) people with another twenty (20) within the next four (4) years.

C. **Moving Costs and First Sales Tax Grant Payments.** The Company shall receive the first sales tax grant payment the first day of operations in the City.

ARTICLE VI.
PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no employee of the City, or any Council member or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE VII
LAW TO BE OBSERVED

The Company at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or City governments.

ARTICLE VIII INFORMATION

The Company shall, at such times and in such form as City may require, furnish periodic information concerning the status of the Company, and the performance of its obligations under this Agreement, and such other statements, certificates and approvals relative to the Company as may be requested in writing by the City.

ARTICLE IX ADDRESS AND NOTICE

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the Company at the following address:

OnePointe Solutions, LLC
C/O Aaron Boto
8801 Wall St. Ste. 840
Austin, TX 78754

With a copy to:

Kent E. Wymore IV
The Wymore Law Firm, PLLC
1250 Capital of Texas Highway South
Building Three, Suite 400
Austin, Texas, 78746
(512) 346-3600
(866) 211-4235 fax
kent@thewymorelawfirm.com

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the City at the following address:

Owen Rock
Elgin Economic Development Corporation
P.O. Box 591
Elgin, Texas 78621

With a copy to:

Charles Crossfield
Sheets & Crossfield, PC
309 East Main Street
Round Rock, Texas 78664

**ARTICLE X.
APPLICABLE LAWS**

THIS AGREEMENT IS MADE SUBJECT TO THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE BASTROP COUNTY, TEXAS. VENUE SHALL BE IN BASTROP COUNTY, TEXAS.

**ARTICLE XI.
CAPTIONS**

The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

**ARTICLE XII.
SUCCESSORS AND ASSIGNS**

This Agreement shall bind and benefit the respective parties and their legal successors, and shall be assignable by the Company, in whole or in part to any party, upon written notice to the City.

**ARTICLE XIII.
TERM**

This Agreement shall become effective, and its initial term shall begin, upon the first day of the Company operating in the City and shall end, subject to the Article Ill, upon the earlier of (i) four (4) years after the first day of operations or (ii) until all the Project Costs have been paid in full.

**ARTICLE XIV.
AMENDMENT OR MODIFICATIONS**

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

**ARTICLE XV.
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

**ARTICLE XVI
DEFAULT**

A. Notice and Opportunity to Cure If either party defaults in its obligations under this Agreement, the other party must, prior to exercising a remedy available to that party due to the default, give written notice to the defaulting party, specifying the nature of the alleged default and

the manner in which it can be satisfactorily cured, and extend to the defaulting party at least thirty (30) days from receipt of the notice to cure the default,

B. Remedies for Default. If either party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting party will have all rights and remedies available under this Agreement, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting party's obligations under this Agreement by specific performance or writ of mandamus. In the event of default by the Company, in addition to the other remedies stated herein the City may not make the Sales Tax Grant Payments as referenced herein. In the event of a default by the City, the Company will be entitled to seek a writ of mandamus, in addition to seeking any other available equitable remedies. All equitable remedies available to a party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other equitable remedy.

C. Sales Tax Grant Payments Recapture. In the event the City terminates this Agreement as a result of the Company's default, the City may recapture and collect from the Company any or all Sales Tax Grant Payments previously paid to the Company (Recapture Liability). Company shall pay to the City the Recapture liability within thirty (30) days after the City makes demand for same. Notwithstanding anything to the contrary, such recapture Liability shall not exceed, in the aggregate, an amount equal to all Sales Tax grant payments that were paid pursuant to this Agreement from the effective date to the date of termination. The City shall have all the remedies for the collection of the recapture Liability as provided generally in the Tax Code for the collection of delinquent sales and/or property taxes.

DATED as of the _____ day of _____, 2018.

CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

ONESOURCE SOLUTIONS

By: _____
Aaron Boto, CEO



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

An Ordinance of the City Council of the City of Elgin, Texas, amending Chapters 40 and 46, Revised Code of Ordinances of the City of Elgin, Texas (2013 Edition); adding fencing definitions; modifying height requirements for ornamental and privacy fences; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

DEPARTMENT: Planning and Development

PROPOSED ACTION:

Review, discussion and possible action on a proposed amendment to Chapters 40 and 46 of the Elgin Code of Ordinances regarding fences.

BACKGROUND:

The Planning & Zoning Commission held the first of two public hearings on the proposed ordinance amendment on March 26, 2018. The Elgin City Council held the second public hearing earlier tonight and it is now time to consider the ordinance. The City of Elgin Planning and Zoning Commission voted to recommend the proposed amendments to the Code of Ordinances at the March 26, 2018 meeting. Minutes from that meeting are attached.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

The Planning and Zoning Commission as well as staff recommends approval of the Ordinance regarding fences.

ATTACHMENTS:

Executive Summary

March 26, 2018 Planning & Zoning Commission Agenda and minutes

Proposed changes and summary

Proposed Ordinance

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

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

{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. _____

An Ordinance of the City Council of the City of Elgin, Texas, amending Chapters 40 and 46, Revised Code of Ordinances of the City of Elgin, Texas (2013 Edition); adding fencing definitions; modifying height requirements for ornamental and privacy fences; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Whereas, the City of Elgin ("City") seeks to provide additional clarity for fencing standards by including new definitions and modifying height restrictions for ornamental and privacy fences; and

Whereas, public notice of such hearing was accomplished in accordance with State Law through newspaper publication; and

Whereas, the Planning and Zoning Commission, at a meeting on March 26, 2018, held the required public hearing and submitted a recommendation of approval to the City Council for the requested rezoning of the Property; and

Whereas, the City Council, at a meeting on April 3, 2018, held an additional public hearing prior to taking action.

Now, therefore, be it ordained by the City Council of the City of Elgin, Texas, that:

Section 1. 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.

Section 2. That Chapter 46, Section 1, Revised Code of Ordinances of the City of Elgin, Texas (2013 Edition), is hereby amended by adding the following as a defined term:

Fence means a barrier intended to prevent escape or intrusion or to mark a boundary. Types of fences include but are not limited to the following:

- (1) *Ornamental Fence* shall mean a fence designed in such a manner, and of such material, that a key feature of the fence is to decorate or enhance the appearance of the front or side yard setback in a residential area. Ornamental fences are usually metal and can be simple or curved into intricate designs. Fences consisting of chain link mesh, welded or woven wire or sheet metal are excluded under this definition.

- (2) *Privacy Fence* shall mean a sight-obscuring fence used to block the area enclosed by the fence from view from neighboring properties or public rights-of-way
- (3) *Chain link* (also referred to as wire netting, wire-mesh fence, chain-wire fence, cyclone fence, hurricane fence, or diamond-mesh fence) means a type of woven fence usually made from galvanized or LLDPE-coated steel wire.
- (4) *Picket* means a fence made of spaced uprights connected by two or more horizontal rails
- (5) *Hedges* are a fence or boundary formed by closely growing bushes, shrubs or other woody, ornamental landscape plants whose natural form is generally maintained at a height and spread of no more than three feet.

Section 3. That Chapter 46, Section 533, Revised Code of Ordinances of the City of Elgin, Texas (2013 Edition), is hereby amended by removing Section 46-533 and substituting the following in its place:

Sec. 46-533. – Projections into yards.

Open eaves, cornices, window sills, covered porches, and belt courses may project into any required yard a distance not to exceed three feet. Open uncovered porches or open fire escapes may project into a front or rear yard a distance not to exceed five feet. Fences, walls and hedges in residential districts may be erected in any required yard, or along the edge of any yard, provided that no fence, wall or hedge located in front of the dwelling shall exceed four feet in height, and no other wall or fence shall exceed seven feet in height.

Section 4. That Chapter 46, Section 534, Revised Code of Ordinances of the City of Elgin, Texas (2013 Edition), is hereby amended by removing Section 46-534 and substituting the following in its place:

Sec. 46-534. – Fence, hedge or enclosure wall.

(a) A fence, hedge or enclosure wall provided:

- (1) No solid fence or enclosure wall shall exceed a height of six feet and no such six-foot fence or enclosure shall extend beyond the front of a dwelling exclusive of porches. (See Illustration)
- (2) An ornamental fence may not exceed four feet in height but shall have a ratio of solid material to open space not in excess of one-to-four and shall be allowed to extend to the front property line;
- (3) Any fence, hedge or enclosure wall on a corner lot, and situated within 15 feet of the intersections of the two street lines shall not extend all the way to the corner of the property and shall not create any visual obstruction to traffic on a public street or highway. (See illustration of corner lot.)
- (4) A privacy fence shall be at least six feet in height on the sides of the dwelling and no more than seven feet in height at the rear property line.

- (b) All wooden privacy fences shall have metal post of sufficient gauge and diameter, embedded in concrete to support the weight and wind load of the fence. Wooden privacy fence posts will not be allowed for construction after July 31, 2011.
- (c) Fences shall be maintained in a safe condition and in good repair, with all components free from deterioration, dilapidation, rot, and rust, loosening, or leaning.
- (d) Common fences between properties will be the responsibly of all owners to maintain.

Section 5. That Chapter 40, Section 586, Revised Code of Ordinances of the City of Elgin, Texas (2013 Edition), is hereby amended by removing Section 40-586 and substituting the following in its place:

Sec. 40-586. – Certain fences prohibited.

Solid metal fences are expressly prohibited in residential districts. Fences on corner lots shall be as shown on Illustration 1 in Section 46-543.

Section 6. That Chapter 46, Section 543, Revised Code of Ordinances of the City of Elgin, Texas (2013 Edition), is hereby amended by adding the following in its place:

Sec. 46-543. – Fencing Illustrations.

The following are illustrations related to fencing.

ILLUSTRATION 1

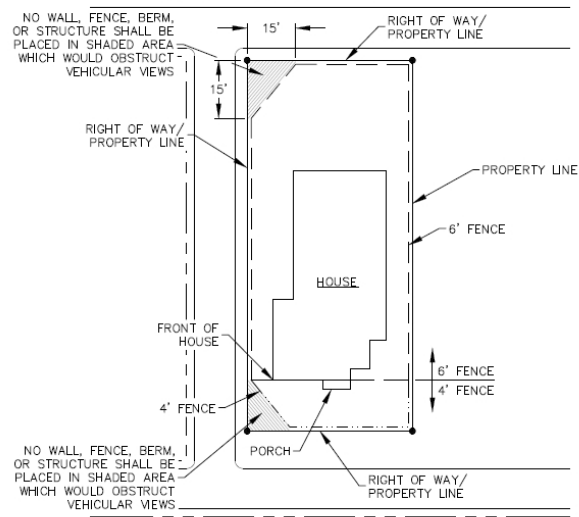
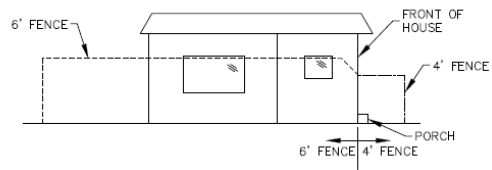
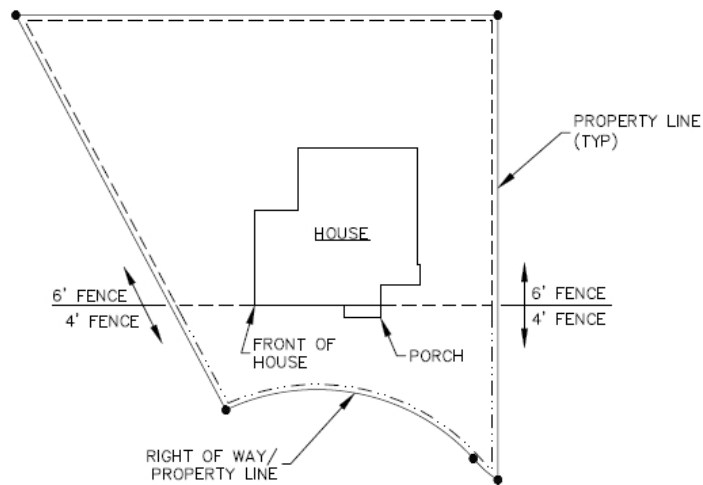


ILLUSTRATION 1 FENCE, HEDGE, OR ENCLOSURE WALL



FENCE HEIGHT TRANSITION

ILLUSTRATION 2



FENCE, HEDGE, OR ENCLOSURE WALL
CUL-DE-SAC

Section 7. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed and are no longer of any force and effect.

Section 8. If any provision of this Ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are hereby declared to be severable.

Section 9. The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Elgin.

APPROVED and ADOPTED on First Reading on the 3rd day of April, 2018.

THE CITY OF ELGIN:

ATTEST:

Chris Cannon
Mayor

Amelia Sanchez
City Secretary

APPROVED AS TO FORM:

Charlie Crossfield
City Attorney



March 26, 2018

Changes to Ordinance regarding fences

The proposed changes to the different sections of our Code of Ordinances are intended for residential zones and are required in order to clarify the maximum height allowed for a fence along the front property line as well as to define what types of fences are allowed and which types are not allowed.

The first change is to include the definition of ornamental, privacy, chain link, picket, shrubs and hedges in section 46-1. The following are photos of the different fence types.

Example of Ornamental fence



Example of Privacy Fence



Example of Chain link fence



Another type of Chain Link fence



Example of Picket fence



Example of Shrubs & Hedges



The second change was to remove the term front building line and replace it with the front of the dwelling to indicate where the four foot (4') fence should start. We have also included illustrations showing fence placement.

The third change would prevent fences on a corner lot from being placed all the way to the corner thus potentially obstructing the view for traffic. The new ordinance illustrates the 45 degree angle that will now be required. No wall, fence, berm, or structure shall be placed in shaded area.

The fourth change (Chapter 40, Section 586) is to add the restriction on solid metal fences and to restate the corner fence requirements.



March 26, 2018

Code of Ordinance Fence Changes

Sec. 46-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Fence means a barrier intended to prevent escape or intrusion or to mark a boundary. Types of fences include but are not limited to the following:

- (1)*Ornamental Fence* shall mean a fence designed in such a manner, and of such material, that a key feature of the fence is to decorate or enhance the appearance of the front or side yard setback in a residential area.
Ornamental fences are usually metal and can be simple or curved into intricate designs. Fences consisting of chain link mesh, welded or woven wire or sheet metal are excluded under this definition.
- (2)*Privacy Fence* shall mean a sight-obscuring fence used to block the area enclosed by the fence from view from neighboring properties or public rights-of-way
- (3)*Chain link* (also referred to as wire netting, wire-mesh fence, chain-wire fence, cyclone fence, hurricane fence,

or diamond-mesh fence) means a type of woven fence usually made from galvanized or LLDPE-coated steel wire.

(4)*Picket* means a ~~wooden~~ fence made of spaced uprights connected by two or more horizontal rails

(5)*Hedges* are a fence or boundary formed by closely growing bushes, shrubs or other woody, ornamental landscape plants whose natural form is generally maintained at a height and spread of no more than three feet.

Sec. 46-533. - Projections into yards.

Open eaves, cornices, window sills, **covered porches**, and belt courses may project into any required yard a distance not to exceed three feet. Open uncovered porches or open fire escapes may project into a front or rear yard a distance not to exceed five feet. Fences, walls and hedges in residential district may be erected in any required yard, or along the edge of any yard, providing that no fence, wall or hedge located in front of ~~the front building line~~ **the dwelling** shall exceed four feet in height, and no other wall or fence shall exceed seven feet in height.

Sec. 40-586. - Certain fences prohibited.

Solid metal fences are expressly prohibited in residential districts. It shall be unlawful for any person to construct or replace, or cause to be constructed or replaced, any fence having a height greater than three feet above the level of the center of the nearest abutting street on or in that portion of any corner lot in the city, which portion is included in a triangle on the street corner of the lot formed by a diagonal line intersecting the property lines at points 35 feet from the street corner intersection of the property lines. Fences on corner lots shall be as shown in Illustration 1.

ILLUSTRATION 1

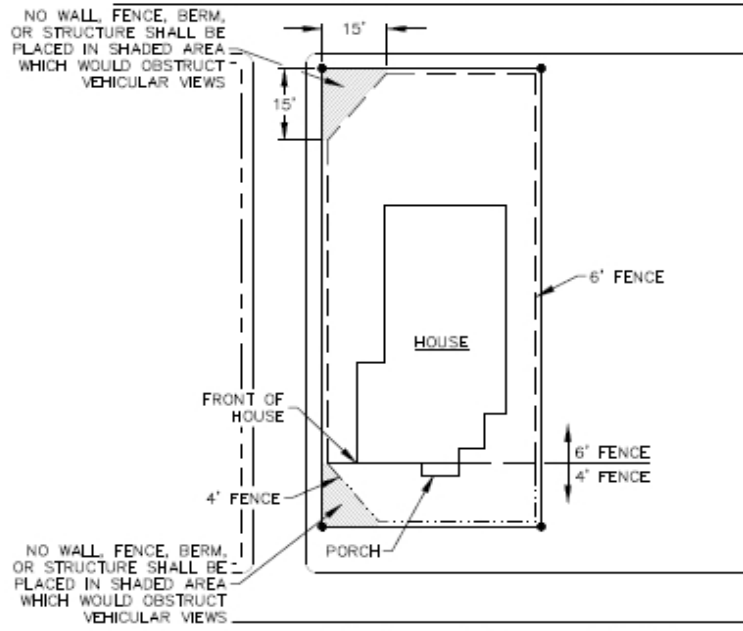
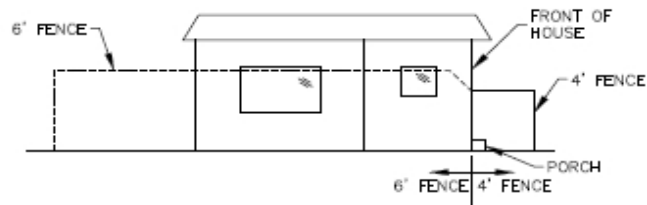
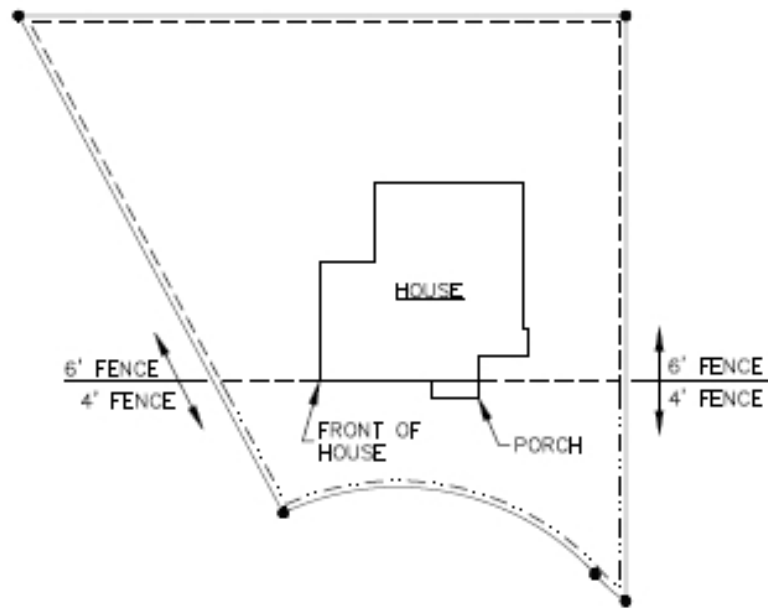


ILLUSTRATION 1 FENCE, HEDGE, OR ENCLOSURE WALL



FENCE HEIGHT TRANSITION

ILLUSTRATION 2



FENCE, HEDGE, OR ENCLOSURE WALL
CUL-DE-SAC



AGENDA
ELGIN PLANNING AND ZONING COMMISSION
PUBLIC HEARING/REGULAR MEETING
MONDAY, MARCH 26, 2018, 6:30 P.M.
CITY HALL ANNEX COUNCIL CHAMBERS
310 NORTH MAIN STREET

CALL TO ORDER

PUBLIC COMMENT

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

CONSENT

1. Approval of minutes, February 26, 2018 meeting.

UNFINISHED BUSINESS

1. NONE.

NEW BUSINESS

1. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY OWEN ROCK, DIRECTOR OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER AND BEING APPROXIMATELY 80 ACRES TO RE-ZONE THEIR PROPERTY FROM R-1 SINGLE FAMILY TO C-3 HIGHWAY COMMERCIAL AND I INDUSTRIAL.
2. REVIEW AND TAKE POSSIBLE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., OWNER OF THE PROPERTY LOCATED IN ABS A18 JOHNATHAN BURLESON, TRACT 1FR, AND BEING APPROXIMATELY 4.72 ACRES AND IN ABS A59 ELIZABETH STANDIFER, TRACT 1 FR, AND BEING APPROXIMATELY 30.726 ACRES, AND TRACT 3, AND BEING APPROXIMATELY 1.581 ACRES TO SUBDIVIDE THEIR PROPERTY IN TO EIGHTY-NINE (89) LOTS TO BE KNOWN AS SARATOGA FARMS SUBDIVISION, SECTION SIX.
3. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A PROPOSED AMENDMENT TO CHAPTER 46, ZONING ORDINANCE REGARDING MANUFACTURED HOME PARKS.
4. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A PROPOSED AMENDMENT TO CHAPTER 46, ZONING ORDINANCE REGARDING FENCING.

EXECUTIVE SESSION

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

RECONVENE

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

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

I, Gary N. Cooke, Director Planning & Development for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before the 9th of March, 2018 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code. The Elgin City Council will hold a public hearing on item #1, #3 and #4 on Tuesday, April 3, 2018 at 7:00 pm in the City Hall Annex Council Chambers.



Gary N. Cooke, Director Planning & Development

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512) 281-5724. Please provide forty-eight hours notice when feasible.

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

MINUTES
PLANNING AND ZONING COMMISSION
PUBLIC HEARING-REGULAR MEETING
MONDAY, March 26, 2018 – 6:30 PM

CALL TO ORDER : Chairman Antonio Prete called the meeting to order at 6:29 PM.

PRESENT: Ronnie Creppon, Brian Lundgren, Antonio Prete, Dorothy McCarther, David Lanford, Rudy L. Ramirez. Staff: Gary N. Cooke, Melissa Lipiec, Charlie Navejas, Michael Hinds

Absent: Jason Tatum.

Guest: Ronnie Moore, Neily Gonzalez, Cherie Gonzalez, Brad Sappington, Bonita Jennings, Linda Clark

PUBLIC COMMENT: None

MINUTES: Brian Lundgren made a motion to approve the minutes of the February 26, 2018 meeting as presented. Rudy L. Ramirez seconded the motion and a vote was taken. The motion passed with a vote of four (4) yes and zero (0) no with David Lanford and Ronnie Creppon abstaining due to the fact that they were not present at that meeting.

UNFINISHED BUSINESS: None

NEW BUSINESS:

1. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A ZONING CHANGE SUBMITTED BY OWEN ROCK, DIRECTOR OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION, OWNER OF THE PROPERTY LOCATED IN A59 ELIZABETH STANDIFER AND BEING APPROXIMATELY 80 ACRES TO RE-ZONE THEIR PROPERTY FROM R-1 SINGLE FAMILY TO C-3 HIGHWAY COMMERCIAL AND I INDUSTRIAL. Gary N. Cooke addressed the commission and stated that the EDC purchased the 80 acres a few years ago and it will be part of the 60 acres they recently purchased for the Elgin Business Park II so this will be a continuation of the zoning. He also stated that the zoning is in conjunction and follows the City's Comprehensive Plan. The property in question was initially purchased as a T.O.D. (Transportation Oriented District) intended for commercial and industrial use. He also stated that Owen Rock was present to answer the Commission's questions. After a brief discussion David Lanford made a motion to recommend the zoning change to the Elgin City Council. Brian Lundgren seconded the motion and a vote was taken. The motion passed unanimously with a vote of six (6) for and zero (0) against.

2. REVIEW AND TAKE POSSIBLE ACTION ON A FINAL PLAT SUBMITTED BY CARLSON, BRIGANCE AND DOERING, INC. FOR SF DEVELOPMENT INC., OWNER OF THE PROPERTY LOCATED IN ABS A18 JOHNATHAN BURLESON, TRACT 1FR, AND BEING APPROXIMATELY 4.72 ACRES AND IN ABS A59 ELIZABETH STANDIFER, TRACT 1 FR, AND BEING APPROXIMATELY 30.726 ACRES, AND TRACT 3, AND BEING APPROXIMATELY 1.581 ACRES TO SUBDIVIDE THEIR PROPERTY IN TO EIGHTY-NINE (89) LOTS TO BE KNOWN AS SARATOGA FARMS SUBDIVISION, SECTION SIX. Gary N. Cooke addressed the Commission and stated that this is the last section of the Saratoga Farms Subdivision. He also stated that all comments given by TRC Solutions have been addressed except one and that one is not plat related. He further stated that the last item had to do with Parkland Dedication or more accurately the fee in lieu of parkland. He also mentioned that Ronnie Moore of Carlson, Brigance and Doering was present to answer any questions the commission had. It was noted that two lots in this section were labeled as commercial lots. Ronnie Moore stated that those two lots were not zoned yet and the developer will need to come before the Planning and Zoning Commission to zone them. Chairman Antonio Prete then asked for public comments and Benita Jennings of 115 Jim

Dandy Drive came up to address the commission. Her question was what would be the impact on her property and what was the purpose of notifying her. Ronnie Creppon responded that there would be single family houses built on these lots similar to the ones on Jim Dandy Drive. Gary N. Cooke also responded and informed her that Texas State Law requires the Planning and Zoning Commission to notify all property owners within two hundred feet (200') of the property requesting a subdivision. After a bit more discussion Chairman Antonio Prete asked for a motion. Dorothy McCarther moved that they approve the Final Plat of the Saratoga Farms Section Six subdivision contingent upon the parkland dedication fee in lieu of agreed upon the City and the developer. Brian Lundgren seconded the motion and a vote was taken. The motion passed unanimously with a vote of six (6) for and zero (0) against.

3. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A PROPOSED AMENDMENT TO CHAPTER 46, ZONING ORDINANCE REGARDING MANUFACTURED HOME PARKS. ITEM WITHDRAWN

4. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL ON A PROPOSED AMENDMENT TO CHAPTER 46, ZONING ORDINANCE REGARDING FENCING. Gary N. Cooke addressed the commission and stated that the Planning Department does not issue permits for fences due to a liability issue. He also stated that the current sections in the City's Code of Ordinances regarding fences is contradictory in some places; that is the reason for the ordinance amendment which staff is recommending today. David Lanford asked if the City had opacity requirements on fences between lots. Gary N. Cooke responded that only between commercial and residential lots is there an opacity requirement. He also stated that this amendment was intended strictly for residential use. David Lanford suggested we remove the term "wooden" from the Picket fence definition since some picket fences may be made of vinyl. Gary N. Cooke instructed staff to label the Right-of Way on the Illustrations. Chairman Antonio Prete then asked for a motion and David Lanford moved that the proposed changes to the City of Elgin Code of Ordinances (including the ones discussed at the meeting tonight) be recommended to Council. Rudy L. Ramirez seconded the motion and a vote was taken. The motion passed unanimously with a vote of six (6) for and zero (0) against.

Executive Session:

NONE

ANNOUNCEMENTS: Gary N. Cooke announced that there will be more meetings to come as development is picking up.

ADJOURN: 7:23 pm

Antonio Prete

Chairman, Planning and Zoning Commission

ATTEST:

Gary N. Cooke

Secretary, Planning and Zoning Commission



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

Consider authorizing the City Manager to sign an Interlocal agreement for subdivision regulation in the extraterritorial jurisdiction with Bastrop County

DEPARTMENT: Planning and Development

PROPOSED ACTION: Review and approve the ILA

BACKGROUND: The City's Interlocal Agreement on Subdivisions in the ETJ has been in need of renewal since June 2015. The City annexed property during that time and it is therefore necessary to update our ETJ map.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: The staff and City Attorney recommend the authorization of the ILA

ATTACHMENTS:

Executive Summary

Draft Interlocal Agreement

Exhibit A

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO SIGN AN
INTERLOCAL AGREEMENT FOR SUBDIVISION
REGULATION WITHIN THE CITY OF ELGIN
EXTRATERRITORIAL JURISDICTION (ETJ) WITH BASTROP
COUNTY AND MAKING CERTAIN FINDINGS RELATED
THERE TO**

WHEREAS, the City of Elgin (“City”) and, Bastrop County, Texas (“County”), have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest; and,

WHEREAS, the development and regulation of subdivisions in the unincorporated areas of Bastrop County, Texas, including the City’s ETJ area, are important to promote the (1) health, safety, morals, and general welfare of the public, and (2) safe, orderly, and healthful development of those areas; and,

WHEREAS, the completion of this Agreement through the implementation of the fair and reasonable development regulations and procedures herein described shall ensure for the public interest.

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

Section 1. The above recitals are true and correct; and that the City Council does hereby authorize and approve the Interlocal Agreement for Subdivision Regulation in the Extraterritorial Jurisdiction of the City of Elgin, a copy of which being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2. Future Budget Amendment. Through the approval of this Resolution, the City Council does hereby acknowledge and agree that any cost associated with this item was not specifically included or approved within the *FY2017-18 City of Elgin Annual Operating Budget*; and that, if necessary, said budget will be amended at a future date to formally appropriate funds for this item.

Section 3. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 3rd day of April, 2018

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

**INTERLOCAL AGREEMENT FOR SUBDIVISION REGULATION IN THE
EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY**

Preamble and Preliminary Recitals

THIS INTERLOCAL AGREEMENT FOR SUBDIVISION REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY (“Agreement”), is made on its Effective Date by and between **Bastrop County, Texas** (“County”), a duly organized and operating county of the State of Texas, and the **City of Elgin, Texas** (“City”), a duly organized and operating municipality of the State of Texas, and these contracting Parties do hereby acknowledge and find the following:

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest; and

WHEREAS, the development and regulation of subdivisions in the unincorporated areas of Bastrop County, Texas, including the City’s ETJ area, are important to promote the (1) health, safety, morals, and general welfare of the public, and (2) safe, orderly, and healthful development of those areas; and

WHEREAS, the completion of this Agreement through the implementation of the fair and reasonable development regulations and procedures herein described shall ensure for the public interest that adequate (1) plats, design and planning procedures, (2) roads, water, storm water, sewer, OSSF/septic facilities, and (3) other utility, drainage, and transportation infrastructure, are provided in the unincorporated areas of Bastrop County, Texas located in the City’s ETJ area, and further, those matters are hereby recognized and acknowledged by the Parties as worthwhile and important public purposes pursuant to this Agreement; and

WHEREAS, all public purposes described in this Agreement shall be accomplished or substantially achieved through the successful execution and implementation of this Agreement by the Parties.

NOW, THEREFORE, in consideration of the representations, obligations, promises, warranties, and conditions of this Agreement, and the consideration herein described, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

Terms and Provisions

1. Definitions, Usage, and Interpretation

1.1. **Definitions.** The following terms have special definitions in this Agreement unless otherwise designated, as shown below:

- (a) “Agreement” shall mean this Interlocal Agreement for Subdivision Regulation in the Extraterritorial Jurisdiction of a Municipality, including all attached documents.

- (b) “City” shall mean the City of Elgin, Texas, a home rule municipality of the State of Texas.
- (c) “City’s ETJ” shall mean the extraterritorial jurisdiction of the City as determined by Chapter 42 of the Texas Local Government Code, as amended, and includes the City’s Statutory ETJ area and the City’s Voluntary ETJ area .The City’s ETJ area is more particularly described in the attached Exhibit A (“ETJ Area Map” or “Map”).
- (d) “City’s Statutory ETJ” shall mean the ETJ area of the City defined by Section 42.021 of the Texas Local Government Code, as amended, without inclusion of any voluntary ETJ area allowed by application of other parts of said Chapter 42, as amended. The City’s Statutory ETJ area existing on the Effective Date is more particularly described in the attached Exhibit A Map as the yellow-shaded portion of the Map identified as “Elgin 1 Mile ETJ.” The City’s Statutory ETJ area may be expanded or diminished as allowed by law.
- (e) “City’s Voluntary ETJ” shall mean the ETJ area of the City defined by Sections 42.022 through 42.904 of the Texas Local Government Code, as amended, without inclusion of any statutory ETJ area allowed by application of Section 42.021 of said code. The City’s Voluntary ETJ area currently existing on the Effective Date is more particularly described as the purple-shaded portion in the attached Exhibit A Map ‘Elgin Voluntary ETJ’. The City’s Voluntary ETJ area may be expanded or diminished as allowed by law.
- (f) “County” shall mean Bastrop County, Texas, a county of the State of Texas.
- (g) “Developer” shall mean the owner of land requesting approval of the City or County for development of a subdivision in the City’s ETJ area as herein described.
- (h) “Effective Date” shall mean the date of the last signing Party to this Agreement.
- (i) “ETJ” means the extraterritorial jurisdiction of the City as defined by Chapter 42 of the Texas Local Government Code, as amended.
- (j) “Party” shall mean the City and the County, each being a signatory Party to this Agreement, and including the elected officials, appointed officials, employees, agents, representatives, permitted assigns, and successors in interest of a Party.
- (k) “Plat” shall mean a plat for the development of a proposed subdivision, including a preliminary or final plat, plat amendment, re-plat, or plat revision.
- (l) “OSSF” shall mean an on-site sewer facility and includes a septic

system.

(m) “Subdivision” shall mean a subdivision of land as defined by Chapter 212 or 232 of the Texas Local Government Code, as amended.

1.2. Usage and Interpretation. As used in this Agreement, singular nouns and pronouns shall include the plural, and the masculine gender shall include the feminine gender, and vice versa, where necessary for a correct meaning. All statements made in the preamble and preliminary recitals of this Agreement, and all attached documents, are incorporated by reference for all purposes.

2. Supporting Authority

This Agreement is made pursuant to Chapter 791 of the Texas Government Code, Chapters 242 of the Texas Local Government Code, as amended, and other authority.

3. Term, Termination, and Default

3.1. Term. The term of this Agreement shall begin on the Effective Date and shall automatically renew on its anniversary date every 2 years, unless amended by the subsequent written agreement of the Parties or terminated as herein provided.

3.2. Termination. This Agreement may be terminated as follows:

(a) A Party unilaterally may terminate this Agreement, pursuant to that Party’s sole judgment and discretion, by giving written notice to the other Party at least 180 days prior to the termination date chosen by the terminating Party. During that 180 day period, the Parties shall reasonably work together to wind-up and conclude all pending issues related to the Agreement.

(b) The Parties jointly may terminate this Agreement, pursuant to their mutual consent, by giving written notice to each other at least 30 days prior to the agreed termination date. During that 30 day period, the Parties shall reasonably work together to wind-up and conclude all pending issues related to the Agreement.

(c) Should a Party commit a default of this Agreement, the Parties shall communicate with each other in good faith to resolve the default. Should that resolution not occur, the non-defaulting Party may terminate this Agreement by giving written default/termination notice to the defaulting Party at least 90 days prior to the termination date chosen by the non-defaulting Party. During that 90 day period, the Parties shall reasonably work together to wind-up and conclude all pending issues related to the Agreement.

4. Apportionment of ETJ Area

4.1. Geographic Scope and Limitations.

(a) This Agreement shall apply to the unincorporated land located in Bastrop County, Texas and inside the City's ETJ area, as now existing or hereafter expanded or diminished as allowed by law.

(b) Notwithstanding anything stated in this Agreement to the contrary, this Agreement shall not apply to a tract of land in any part of the City's ETJ area which is subject to: (1) land development pursuant to the statutes or rules of a special district as defined by Texas law; and (2) a land development agreement made under Subchapter G of Chapter 212 of the Texas Local Government Code, or other provisions of said code.

4.2. City's ETJ Regulation Area. Pursuant to this Agreement, the City shall have the authority to regulate:

(a) a subdivision located in the City's Statutory ETJ area, as (1) currently existing and depicted on the attached Exhibit A Map, or (2) hereafter expanded or diminished as allowed by law;

(b) a subdivision wholly located in the City's Voluntary ETJ as depicted on said Map; and

(c) a subdivision partially located in the City's Voluntary ETJ as depicted on said Map, provided that the majority of that subdivision land is located in the City's Voluntary ETJ -- unless regulation of that subdivision has been otherwise required by this Agreement.

4.3. County's ETJ Regulation Area. Pursuant to this Agreement, the County shall have the authority to regulate:

(a) a subdivision partially located in the City's Voluntary ETJ of said Map, provided that the majority of that subdivision land is not located in the City's Voluntary ETJ -- unless regulation of that subdivision has been otherwise required by this Agreement.

4.4. City's Obligations. The City shall perform the following obligations unless otherwise required by this Agreement:

(a) For the subdivisions described in Paragraph 4.2, the required contents of a subdivision plat application and related plat (whether a preliminary or final plat) shall be established pursuant to lawful compliance with all applicable federal and state law, and City ordinances and regulations, including but not limited to compliance with Chapter 212 of the Texas Local Government Code, as amended.

(b) For the subdivisions described in Paragraph 4.2, all required documents for a subdivision plat application and related plat approval

shall be filed with the City for review and City action unless exempted from filing by the proper application of a federal or state statute.

(c) The City shall perform a thorough review for approval of a subdivision plat application and related plat filed with the City using applicable federal or state law, and local regulations; however, notwithstanding anything to the contrary stated in this Agreement, the Parties agree as follows:

(1) The City shall require developer compliance with the City's public road, drainage, and other public infrastructure development standards and requirements for a subdivision located in an area described in Paragraph 4.2, subpart (a).

(2) The City shall require developer compliance with the County's public road, drainage, and other public infrastructure development standards and requirements for a subdivision located in an area described in Paragraph 4.2, subparts (b) and (c).

(3) The City shall allow the Bastrop County Engineer (or his designee) to perform construction inspections of the public road, drainage, or other public infrastructure required and constructed in a subdivision located in any area described in Paragraph 4.2 in order to ensure developer compliance with all applicable design and construction standards and to form the basis for a recommendation to the Bastrop County Commissioners Court regarding whether said infrastructure should, or should not, be accepted for public maintenance.

(4) The City shall allow the County to perform all permitting and license review for an approved, platted subdivision located in any area described in Paragraph 4.2, including but not limited to 911/emergency service addressing, development permits, floodplain review or development permits, OSSF/Septic permits, driveway permits, and any other aspects of site development in or related to the subdivision.

(5) Regarding all public road, drainage, or other public infrastructure required and constructed in a subdivision located in any area described in Paragraph 4.2, all developer contracts with a contractor for said infrastructure shall include a 1-year warranty (assignable to the County) regarding the design, construction, workmanship, labor, services, and materials of said infrastructure upon final construction and completion.

(6) Regarding a subdivision located in any area described in Paragraph 4.2, if a subdivision plat application or related plat submitted to the City is in compliance with all applicable development regulations and requirements, said application or related plat shall be approved by the City for proper filing as required by law.

(d) For the subdivisions described in Paragraph 4.2, within 10 days of its receipt of a subdivision plat application or related plat, the City shall deliver a courtesy copy of same to the County, complete with copies of all attached or related documents.

(e) For the subdivisions described in Paragraph 4.2, within 10 days from its action on a subdivision plat application or related plat, the City shall deliver written notice of the action to the County, complete with copies of all documents which memorialize that action.

(f) For the subdivisions described in Paragraph 4.2, when the City's ordinances or regulations require a developer to dedicate, construct, install, or improve public road, drainage, or other public infrastructure (including but not limited to lighting, signage, traffic lights, sidewalks, parking areas, storm sewers or other drainage infrastructure, parks, green space, and trail facilities), and when said infrastructure will require future maintenance by a governmental entity after acceptance, the City shall require an expressly worded plat note to be contained in the final, approved plat stating that said public infrastructure shall be maintained by the developer until accepted, if at all, by the governmental entity.

(g) Regarding a subdivision located in any area described in Paragraph 4.2, if the developer is required to undertake improvements to the surrounding County road network as defined in a Traffic Impact Analysis (TIA), said improvements shall be constructed to at least County standards regarding the design, construction, labor, services, and materials of said infrastructure. The timing and scope of said works shall be agreed with the County prior to the commencement of construction.

(h)

(i) For the subdivisions described in Paragraph 4.2, the City shall provide for the administration and completion of:

(1) a subdivision construction contract agreement, phasing agreement, and other issues ancillary thereto;

(2) acceptance and maintenance of all required fee deposits from the developer and the administration of fiscal security regarding those deposits; and

(3) payment by the City to the County (on or before 30 days from City collection from the developer) of a part of the total inspection fees deposited by the developer, said payment to the County being a total of 2% of the cost estimate for completion of all public road, drainage, or other public infrastructure required for the subdivision, with payment of said amount to the County being agreed by the Parties as necessary and fair compensation to offset the inspection costs incurred by the County, as herein provided;

(j) For the subdivisions described in Paragraph 4.2, regarding all public road, utility, drainage, or other public infrastructure required for a subdivision, and as a condition for plat approval, the City shall require that a surety bond (or other financial guarantee in lieu of a bond), as authorized by state law, shall be executed in favor of the County. If a bond is required, it shall be:

(1) executed by the developer, as principal, and at least one corporate surety authorized to do business in Texas;

(2) payable to the Bastrop County Judge or his successor in office;

(3) in a form and scope sufficient to ensure proper construction of said infrastructure, in a bond amount equal to the total estimated cost of construction regarding said infrastructure, and stating that said infrastructure shall be constructed on or before 1 year from the date of final plat approval;

(4) fully executed by the developer and surety, and approved by the City, prior to subdividing and the approval of the final plat;

(5) conditioned that said infrastructure (which shall be specifically named and described in the bond) shall be constructed and maintained by the developer in accordance with all applicable development requirements and standards; and

(6) executed for a term of not less than 1 year from the date of final plat approval.

4.5. County's Obligations. The County shall perform the following obligations unless otherwise required by this Agreement:

(a) For the subdivisions described in Paragraph 4.3, the required contents of a subdivision plat application and related plat (whether a

preliminary or final plat) shall be established using applicable federal and state law, and County regulations, including but not limited to compliance with Chapter 232 of the Texas Local Government Code, as amended.

(b) For the subdivisions described in Paragraph 4.3, all required documents for a subdivision plat application and related plat approval shall be filed with the County for review and County action unless exempted from filing by the proper application of a federal or state statute.

(c) For the subdivisions described in Paragraph 4.3, the County shall perform a thorough review for approval of a subdivision plat application and related plat filed with the County using applicable federal or state law, and County regulations; however, notwithstanding anything to the contrary stated in this Agreement, the Parties agree as follows:

(1) Regarding a subdivision located in any area described in Paragraph 4.3, the County shall require developer compliance with the County's then existing subdivision regulations, as well as the County's then existing public road, drainage, and other public infrastructure development standards and requirements.

(2) The Bastrop County Engineer (or his designee) shall perform construction inspections of the public road, drainage, or other public infrastructure required and constructed in a subdivision located in any area described in Paragraph 4.3, in order to ensure developer compliance with all applicable design and construction standards and to form the basis for a recommendation to the Bastrop County Commissioners Court regarding whether said infrastructure should, or should not, be accepted for public maintenance.

(3) The County shall perform all permitting and license review for an approved, platted subdivision located in any area described in Paragraph 4.3, including but not limited to 911/emergency service addressing, development permits, floodplain review or development permits, OSSF/Septic permits, driveway permits, and any other aspects of site development in or related to the subdivision.

(4) Regarding all public road, drainage, or other public infrastructure required and constructed in a subdivision located in any area described in Paragraph 4.3, all developer contracts with a contractor for said infrastructure shall include a 2-year warranty to the County regarding the design, construction, workmanship, labor, services, and materials of said infrastructure upon final construction and completion.

(5) Regarding a subdivision located in any area described in Paragraph 4.3, if a subdivision plat application or related plat submitted to the County is in compliance with all applicable development regulations and requirements, said application or related plat shall be approved by the County for proper filing as required by law.

(d) Regarding a subdivision located in any area described in Paragraph 4.3, within 10 days from its action on a subdivision plat application or related plat, the County shall deliver written notice of the action to the City, complete with copies of all documents which memorialize that action.

(e) Regarding a subdivision located in any area described in Paragraph 4.3, within 10 days from its action revising its subdivision or other development regulations, the County shall deliver written notice of the action to the City, complete with copies of all documents which memorialize that action.

(f) Regarding a subdivision located in any area described in Paragraph 4.3, when the County's regulations require a developer to dedicate, construct, install, or improve public road, drainage, or other public infrastructure (including but not limited to lighting, signage, traffic lights, sidewalks, parking areas, storm sewers or other drainage infrastructure, parks, green space, and trail facilities), and when said infrastructure will requiring future maintenance by a governmental entity after acceptance, the County shall require an expressly worded plat note to be contained in the final, approved plat stating that said public infrastructure shall be maintained by the developer until accepted, if at all, by the governmental entity.

(g) Regarding a subdivision located in any area described in Paragraph 4.3, the County shall provide for the administration and completion of:

(1) a subdivision construction contract agreement, phasing agreement, and other issues ancillary thereto;

(2) acceptance and maintenance of all required fee deposits from the developer and the administration of fiscal security regarding those deposits; and

(h) Regarding a subdivision located in any area described in Paragraph 4.3, regarding all public road, utility, drainage, or other public infrastructure required for a subdivision, and as a condition for plat approval, the County shall require that a surety bond (or other financial guarantee in lieu of a bond), as authorized by state law, shall be executed in favor of the County. If a bond is required, it shall be:

- (1) executed by the developer, as principal, and at least one corporate surety authorized to do business in Texas;
- (2) payable to the Bastrop County Judge or his successor in office;
- (3) in a form and scope sufficient to ensure proper construction of said infrastructure, in a bond amount equal to the total estimated cost of construction regarding said infrastructure, and stating that said infrastructure shall be constructed on or before 1 year from the date of final plat approval;
- (4) fully executed by the developer and surety, and approved by the County, prior to subdividing and the approval of the final plat;
- (5) conditioned that said infrastructure (which shall be specifically named and described in the bond) shall be constructed and maintained by the developer in accordance with all applicable development requirements and standards; and
- (6) executed for a term of not less than 1 year from the date of final plat approval.

5. **Administrative Provisions**

5.1. **Entire Agreement.** This instrument is intended by the Parties as the final, complete and exclusive statement of the terms and conditions of this Agreement and is intended to supersede all previous agreements and understandings between the Parties relating to its specific subject matter. No prior stipulation, agreement, understanding or course of dealing between the Parties with respect to the specific subject matter of this Agreement shall be valid or enforceable unless embodied in this Agreement. No amendment, modification or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by all Parties. If this transaction is or is not consummated, except as otherwise provided herein, each of the Parties shall pay all of its own costs and expenses (including travel expenses and attorney's fees) incurred in negotiating and preparing this Agreement and carrying out the transactions contemplated by this Agreement.

5.2. **Severability.** If any provision of this Agreement is held to be illegal, unenforceable or invalid, it shall be severed and the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

5.3. **Assignment.** This Agreement is not assignable without the express written consent of all Parties.

5.4. Attorney Fees, Interest, and Expenses. In the event a Party commits a default of this Agreement, and litigation is filed regarding this Agreement, the prevailing Party in the litigation shall be entitled to recover its reasonable and necessary attorney's fees, court costs, interest, and expenses allowed by law and incurred by said Party in that litigation.

5.5. No Waiver. The failure of a Party in any one or more instances to insist upon the performance of any provision of this Agreement shall not be construed as a waiver of that Party's rights with respect to that or any continuing or subsequent default of the Agreement, and the Agreement shall remain in full force and effect.

5.6. Governing Law. This Agreement shall be construed and interpreted in accordance with the law of the State of Texas.

5.7. Signatory Authority; Representations/Warranties. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors and permitted assigns, subject to the proper application of the doctrine of governmental immunity which protects both Parties. Each Party warrants and represents to each other the following:

(a) The Party has read the Agreement in its entirety and understands all of its terms and provisions.

(b) The person signing this Agreement on behalf of the Party has the authority and power to execute it on behalf of the Party.

(c) This Agreement was approved by the governing body of the Party at a public meeting properly noticed and conducted pursuant to Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.

(d) Pursuant to Chapter 791 of the Texas Government Code, as amended, this Agreement:

(1) is an authorized interlocal governmental contract;

(2) provides for a governmental function and service that each Party is authorized to perform for the other Party; and

(3) all monetary payment required by this Agreement to be paid by the City to the County (i) shall constitute payment for the County's performance of a governmental function and service to the City, (ii) shall be paid from current revenues available to the City, and (iii) are for an amount that fairly compensates the County for said governmental function and service.

5.8. Notices. All notices required by this Agreement shall be in writing, correctly addressed to the required addressee, and delivered by: (a) certified United States mail, return receipt requested; or (b) courier or hand-delivery. No notice required by this Agreement shall be effective if delivered by facsimile, e-mail, or other electronic transmission. The addresses and

designated notice representatives of the Parties for notice under this Agreement are as follows, and a Party may revise this information by giving the other Party 3 days advance written notice of the change:

If to the County:

County Judge
Bastrop County, Texas
Bastrop County Courthouse
804 Pecan Street
Bastrop, Texas 78602

If to the City:

City Manager
City of Elgin, Texas
P.O. Box 591
Elgin, Texas 78621

Any notice required by this Agreement must be correctly addressed to the required addressee, and shall be deemed to have been given on the day the notice is delivered to the addressee by: (a) hand-delivery or courier service; or (b) United States certified mail, return receipt requested.

5.9. Document Creation. The rule of construction that ambiguities in a document are construed against the Party who drafted it shall not apply in interpreting this Agreement.

5.10. Performance, Venue, and Mediation. This Agreement shall be performed in Bastrop County, Texas. The Parties have a duty to mitigate damages. Venue for any suit regarding this Agreement shall be in a court of competent jurisdiction in Bastrop County, Texas, or in the appropriate federal court designated for Bastrop County, Texas in the Western District of Texas. In addition to the mandatory remedy provided by Chapter 242 of the Texas Local Government Code, as amended, no suit shall be filed by a Party regarding this Agreement unless the Parties first submit the dispute to mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code; however, a Party may file suit solely for injunction or mandamus relief regarding this Agreement without first submitting that dispute to mediation. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should the Parties fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the required mediation: Center for Public Policy Dispute Resolution, School of Law, University of Texas at Austin, 727 East Dean Keeton Street, Austin, Texas 78705.

5.11. Captions. The captions of the paragraphs or subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect the provisions of this Agreement.

5.12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile or by scanned pdf image, each of which shall have the same force and effect as an original signed

counterpart. Copies of signatures to this Agreement are effective as original signatures.

5.13. Default Survives Termination. Notwithstanding anything to the contrary stated in this Agreement, and subject to the proper application of the doctrine of governmental immunity which protects both Parties, should a Party commit a default regarding any obligation, promise, representation, or warranty contained in this Agreement, including the payment or use of funds, that default event, any related default claim, and this provision, shall survive the termination of this Agreement and can be asserted in litigation against the defaulting Party. A defaulted payment amount or other monetary default shall accrue prejudgment interest in favor of the non-defaulting Party at the highest amount allowed by law until the total default is paid in full.

5.14. Time. Time is of the essence. Unless otherwise designated in this Agreement, all references in this Agreement to “days” shall mean calendar days. Business days, if used in this Agreement, shall exclude Saturdays, Sundays, and legal public holidays as then recognized and observed by the County. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday as then recognized and observed by the County, the date for performance will be the next following regular business day.

5.15. No Immunity Waiver. By signing this Agreement, neither Party waives or relinquishes any protection afforded by the proper application of the doctrine of governmental immunity. Nothing in this Agreement shall be construed or interpreted as waiving or attempting to waive any protection afforded a Party by the proper application of the doctrine of governmental immunity.

5.16. No Special Relationships. There are no third-party beneficiaries regarding this Agreement. The Parties’ relationship is that of an ordinary, arms-length contractual relationship, and the Parties do not intend by this Agreement or otherwise to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

Execution/Signature

THIS INTERLOCAL AGREEMENT FOR SUBDIVISION REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY is executed by the Parties on its Effective Date, as shown below.

BASTROP COUNTY, TEXAS

By: _____
Paul Pape
County Judge
Bastrop County, Texas
Date: _____, 2017

ATTEST _____
Date _____

CITY OF ELGIN, TEXAS

By: _____

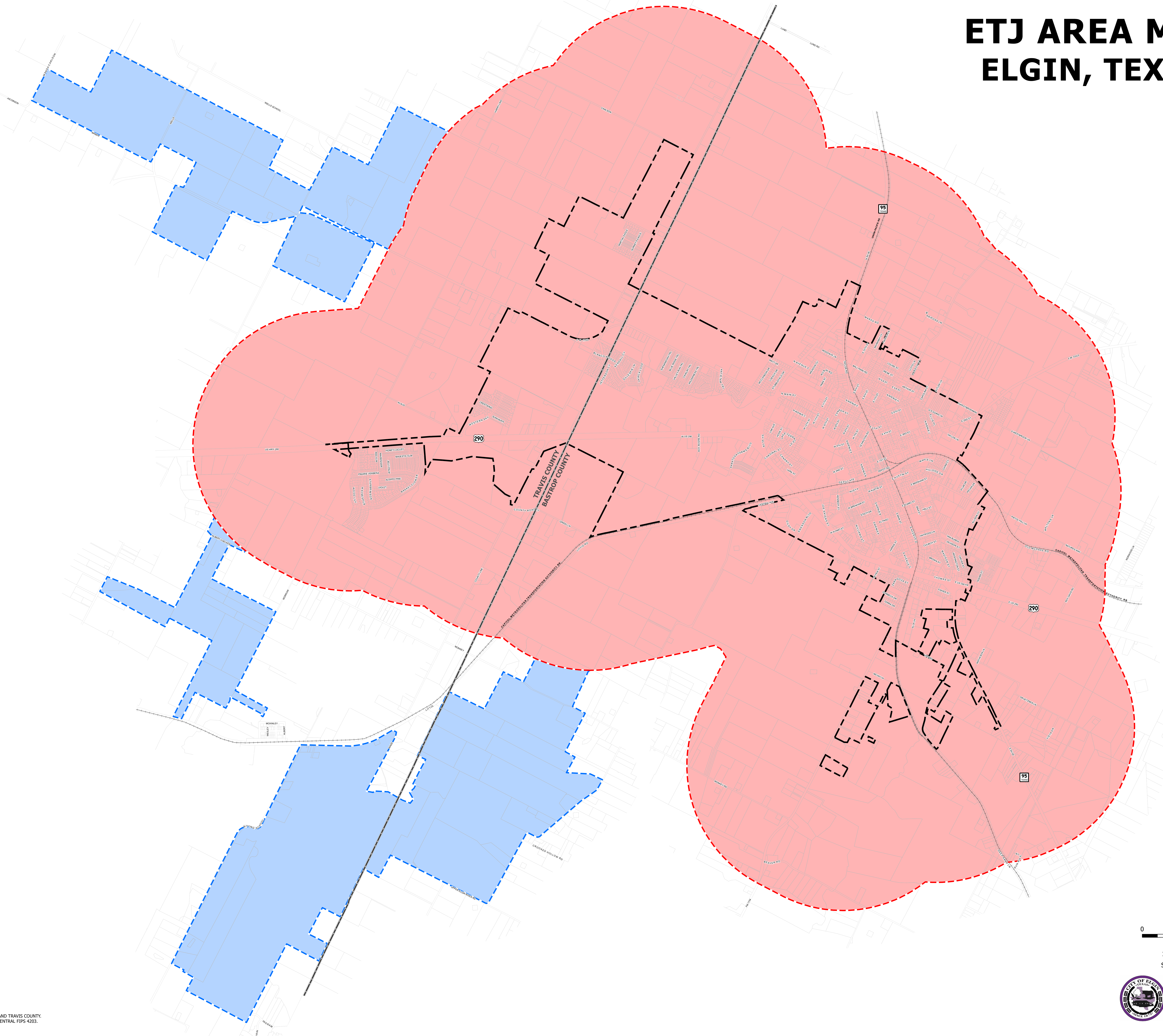
Printed: _____
Title: _____
Date: _____, 2017

ATTEST _____
Date _____

EXHIBIT A
(ETJ Area Map)

ETJ AREA MAP

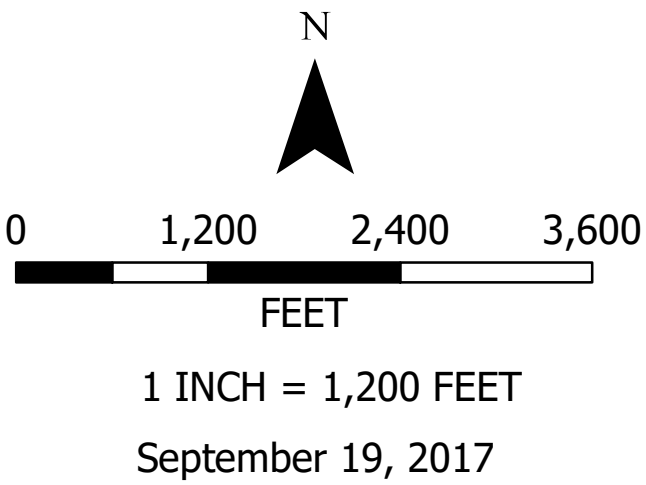
ELGIN, TEXAS



LEGEND

- PARCEL
- CITY LIMITS
- ELGIN 1 MILE ETJ
- ELGIN VOLUNTARY ETJ

ORIGINAL DOCUMENT SIZE: 36" X 48" (ARCH E).
DATA SOURCES: BASTROP COUNTY, CITY OF ELGIN, AND TRAVIS COUNTY.
COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE CENTRAL, FIPS 4203.



September 19, 2017



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