



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 8, 2019
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

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. PRESENTATION

1. Presentation And Introduction Of New Public Works Equipment Operator - Joe Parten, Director Of Public Works

- Ricky Perez

Documents:

[EX SUMMARY INTRODUCTION OF NEW EMPLOYEE.PDF](#)

VIII. CITY MANAGERS REPORT

1. Update On Seton/Ascension Health Center Project And Groundbreaking

Documents:

[EX SUMMARY - SETON UPDATE.PDF](#)

2. Review And Discussion Of Letter Of Intent Signed By The City Manager With Clayton Properties Group, Inc, Dba Brohn Homes Regarding The Proposed Altessa MUD Development

Documents:

[EX SUMMARY - ALTESSA LOI.PDF](#)
[LOIALTESSA1419FINAL.PDF](#)
[ALTESSA LOI _ CONCEPT CONCEPT PLAN.PDF](#)

3. Update On Proposal To The Texas Department Of Transportation (TxDOT) To Authorize A Truck Route That Will Prohibit Large Truck Traffic On Loop 109/Main Street

Documents:

[EX SUMMARY - OVERSIZED TRUCKS3.PDF](#)
[MEMOVERSIZEDTRUCKS102518.PDF](#)
[ORDTRUCKROUTE1218.PDF](#)

4. Departmental Monthly Reports - November

Documents:

[EXSUMMARY SUMMARY REPORTS - NOVEMBER.PDF](#)
[DECEMBER 2018 COMMUNITY DEVELOPMENT.PDF](#)
[MAIN STREET 12-10-2018.PDF](#)
[LIBRARY REPORT NOVEMBER 2019.PDF](#)
[OCA REPORT NOV 2018.PDF](#)
[PARKS SUMMARY REPORT - NOVEMBER.PDF](#)
[PLANNING NOVEMBER 2018 MONTHLY REPORT.PDF](#)
[PUBLIC WORKS REPORT - NOVEMBER.PDF](#)

POLICE MONTHLY REPORT - NOV 2018.PDF
UTILITY BILLING NOVEMBER 2018.PDF
WATER UTILITIES - NOVEMBER.PDF

5. General Activity Report And/Or Project Update

Documents:

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

IX. CONSENT AGENDA

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

1. City Council Meeting Minutes - December 4, 2018

Documents:

[EXSUMMARY SHEET MINUTES.PDF](#)
[CITY COUNCIL MINUTES 12-4-18.PDF](#)

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Documents:

[EXSUMMARY SUMMARY BLOCK GRANT.PDF](#)
[RESOLUTION TO SUBMIT ELGIN 2019-20 CD .PDF](#)

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

Documents:

[EXSUMMARY SB-RIFLE.PDF](#)
[RESOLUTION SB 12 RIFLE 2019.PDF](#)

4. Authorize The City Manager To Negotiate A Contract For Engineering Services With The Highest Ranked Firm, TRC, From Proposals Submitted For The 2019-2020 Texas Community Development Fund From The Texas Community Development Block Grant (TxCDBG) Program Of The Texas Department Of Agriculture.

Documents:

[EXECUTIVE SUMMARY ENGINEERING SERVICES FOR CDBG GRANT .PDF](#)

X. NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - BRICKSTON DA.PDF](#)
[RESOBRICKSTONDA1319.PDF](#)
[BRICKSTON CONSENT AGREEMENT 1-4-19 FINAL.PDF](#)
[BRICKSTON EXHIBIT A - PROPERTY 4821-6041-7413 1.PDF](#)
[BRICKSTON EXHIBIT C - CONCEPT PLAN 4816-2367-7573 1.PDF](#)

2. RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ELGIN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019A

Documents:

[EXSUM AUTHORIZING ISSUANCE OF COS IN 2019.PDF](#)
[INTENT RESOLUTION CO2A_PART1.PDF](#)
[INTENT RESOLUTION CO2A_PART2.PDF](#)
[PROJECTS FOR TO BE FUNDED BY SERIES 2019 CO.PDF](#)

3. RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ELGIN, TEXAS COMBINATION TAX AND TAX INCREMENT REINVESTMENT ZONE NO. ONE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019B

Documents:

[EXSUM AUTHORIZING ISSUANCE OF TIRZ BONDS.PDF](#)
[INTENT RESOLUTION TIRZA_PART1.PDF](#)
[INTENT RESOLUTION TIRZA_PART2.PDF](#)

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD THE LEE DILDY AND ROY RIVERS

BOULEVARD EXTENSION PHASE II PROJECT TO PATIN CONSTRUCTION LLC OF TAYLOR TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY LEE DILDY AND ROY RIVERS BLVD EXT PHASE II.PDF](#)
[RESAUTH LDILDY PHASE 2_1219.PDF](#)
[BID AWARD RECOMMENDATION - LEE DILDY ROY RIVERS PHASE II.PDF](#)

- 5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER THAT WILL PROVIDE ELECTRICAL ENERGY FOR THE CITY OF ELGIN BEGINNING ON OR ABOUT DECEMBER 1, 2023 AT THE LOWEST GUARANTEED RATE BY THE SELECTED BIDDER.**

Documents:

[EXSUMMARY AGREEMENT FOR FUTURE ENERGY SERVICES.PDF](#)
[RESOLUTION FUTURES ELECTRICAL CONTRACT.PDF](#)

- 6. Appointment/Re-Appointment Of Members To Committees/Commissions With Expiring Terms.**

- Board of Adjustments
- Building Standards Commission
- Economic Development Corporation
- Historic Review Board
- Library Advisory Board
- Elgin Main Street Board
- Planning and Zoning Commission
- Parks and Recreation Advisory Board
- Public Safety Advisory Committee

Documents:

[EXSUMMARY APPOINTMENTS.PDF](#)
[MEMO BOARDS AND COMMISSIONS LIST TO COUNCIL.PDF](#)
[CYNTHIA BURCHFIELD.PDF](#)
[DEBORAH WRIGHT.PDF](#)
[JEFFREY SCHOBAY APPLICATION FOR COMMUNITY BOARDS.PDF](#)
[KRISTA MARX.PDF](#)
[MICAH ERWIN.PDF](#)
[LAUREN BUESCHER.PDF](#)

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. 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 Friday, January 4, 2019, in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation and Introduction of new Public Works Equipment Operator

DEPARTMENT: Public Works

PROPOSED ACTION: Presentation of new Public Works Department Employee Ricky Perez

BACKGROUND: The Public Works Department hired one employee in November to fill an existing position. Ricky Perez began November 26, 2018 and he is our new equipment operator.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

ATTACHMENTS: N/A

- { } 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: Update on Seton/Ascension Health Center project and groundbreaking

DEPARTMENT: City Manager

PROPOSED ACTION: No Council action proposed or requested at this time; This item is to provide Council with a general update on the item as described.

BACKGROUND:

Discussed at previous meetings; The City and Seton/Ascension Healthcare previously executed a Development Agreement that is to result in the construction of a multi-faceted medical services facility on approximately 15 acres of currently undeveloped land located south of US 290 and Roy Rivers Boulevard.

The administrative due diligence on this initial construction project is nearly complete and a groundbreaking ceremony has now been scheduled for Wednesday, January 16.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion as described above; and direction to staff, if any, as appropriate.

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: Review and discussion of Letter of Intent signed by the City Manager with Clayton Properties Group, Inc, dba Brohn Homes regarding the proposed Altessa MUD Development

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action is requested or anticipated at this time. This item is to allow for general review, discussion, and/or comment on a Letter of Intent (LOI) signed by the City Manager and developer

BACKGROUND:

Clayton Properties Group, Inc, dba Brohn Homes (“Clayton/Brohn”) is the owner of approximately 234+/- acres of land located within the extraterritorial jurisdiction of the City, adjacent to the eastside of County Line Road in the area of the EHS campus. Clayton/Brohn intends to develop this land as "Altessa", a master-planned residential community that will include park and recreational facilities to serve the community; and will also include a land site for public safety.

As the project constitutes a substantial area that will be constructed in phases under a development plan, city staff recommends that the City enter into a Development Agreement with Clayton/Brohn, which will provide an alternative to the City's typical regulatory process for development.

Prior to proceeding with the development of a contract, however, an LOI has been executed to formally clarify for the record the general terms anticipated for such an Agreement; and to provide a basic Concept Plan for the project. The LOI is non-binding and merely an expression of interest by the parties in consummating the partnership as described.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of the LOI and associated project, providing preliminary feedback to both staff and the developer as to any anticipated Development Agreement; and routine direction to staff, if any.

ATTACHMENTS:

Letter of Intent

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

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

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

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



City of Elgin Office of the City Manager

City Hall • 310 North Main Street • P.O. Box 591
Elgin, Texas 78621

January 4, 2019

Adam B. Boenig, Vice President
Clayton Properties Group, Inc., dba Brohn Homes
6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730

Re: Letter of Intent – Altessa Development

Dear Mr. Boenig,

This correspondence is provided as documentation of our continuing dialogue relative to a project being contemplated by Clayton Properties Group, Inc. dba Brohn Homes (“Developer”) in cooperation with the City of Elgin (the “City”). Based on our most recent discussions, we believe that we now concur on the primary issues and an acceptable general framework for an overall agreement that will make this project a reality in our community.

This Letter of Intent is being provided to formally clarify for the record the general terms of a Development and Consent Agreement with the City in support of the master-planned residential community currently known as “Altessa” (the “Project”) proposed by Clayton Properties Group dba Brohn Homes. **Clayton Properties Group dba Brohn Homes and the City expressly acknowledge that this Letter of Intent is non-binding and merely an expression of interest by the parties in consummating the partnership described herein.**

Based on our most recent discussions, following is a list of the pertinent elements that would be included in a Development and Consent Agreement:

The Project

Developer owns or controls approximately 283.115 acres of land located within the extraterritorial jurisdiction of the City (the “Land”) adjacent to County Line Road, including 48.827 acres to be purchased by Developer, to be included in the MUD (defined below). The Project referenced above will be developed on the Land. The Land and its boundaries are generally depicted on the concept plan attached as Exhibit A (the “Concept Plan”).

Developer intends that the Project will include park and recreational facilities to serve the community, and a public safety services site (i.e., emergency services station site). Because the Land constitutes a substantial area that will be constructed in phases under a development plan, Developer and the City wish to enter into a Development and Consent Agreement, which will provide an alternative to the City’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of the Development and Consent Agreement, and result in a high-quality development for the benefit of the present and future residents of both the City and the Project.

Although there remain many details to be identified, sufficient preliminary data has been provided now as to the overall size and scope of the Project, with the primary components of same being:

- a) Developer will construct a single-family residential development that is currently projected to include approximately one thousand one hundred and seventy-one (1,171) single-family residential units with varying lot sizes.
- b) The Project will also include: (i) approximately seven (7) acres of public parkland; (ii) approximately thirty-eight (38) acres of open space located within the 100-year flood plain; (iii) approximately twenty-six (26) acres of open space located outside the 100-year flood plain; (iv) approximately six (6) acres of private amenity space for residents thereof; and (v) approximately two (2) acres for the public safety services site.
- c) For future residents, the Project will create and maintain comprehensive deed restrictions and high-end amenities similar to attributes found in many master-planned residential communities. The amenity improvements are expected to include trails, a water feature for paddle boarding/fishing, a pool with slides, a weight room facility, and dog parks.

While acknowledging the non-specific nature of the development plans at this time, it is important to note that the City's support for the Project is wholly predicated on the Concept Plan and presentation to date. Any significant change in the Project as described may adversely affect support for this project by the City of Elgin.

Creation of a Municipal Utility District

The City acknowledges Developer's desire to create a municipal utility district ("MUD"), as defined by the Texas Water Code and Texas Local Government Code in support of the Project. In consideration of the various attributes of the Project as defined herein, the City will consent to the creation of the MUD within its extraterritorial jurisdiction. Such consent is predicated on the Development and Consent Agreement prohibiting the MUD from expanding its boundaries or annexing any land outside of the boundaries of the Project without the prior written approval of the City.

Water Services to the Municipal Utility District

The Land is currently located within the Certificate of Convenience and Necessity ("CCN") for retail water services owned by Aqua Water Supply Corporation ("WSC") and as established by the Public Utility Commission. As CCN holder, Aqua WSC retains exclusive rights to provide water services to the Project. The Developers assume full responsibility for securing all water services necessary to support the Project; and the MUD, as described herein (or Developer, on behalf of the MUD), will be fully responsible for all design, construction, and funding of any and all infrastructure necessary to provide water services to the Project.

Wastewater Services to the Municipal Utility District

The City will provide residential wastewater services to the Project in compliance with all city rules, regulations, and policies. The MUD as described herein will be fully responsible for all permitting, design, construction, and funding of any and all infrastructure necessary to provide wastewater services to the Project including an off-site wastewater extension. Based on the current Concept Plan, the City's wastewater treatment plant ("WWTP") capacity must be increased and expanded in order to serve the Project. Developer and/or MUD will pay a pro-rated share of all costs associated with the construction/expansion of said wastewater treatment plant. The WWTP expansion will be designed based on the Project impacts as agreed to by the Developer and City. Based on the current Concept Plan, city staff estimates that the average dry weather flow of

wastewater generated by the Project will exceed 150 gallons per minute; which will require at least a ten-inch (10") main collector trunk line at minimum slope.

In addition:

- Developer will provide the City a Utility Plan for its review and approval showing the preliminary routing and sizing of the facilities to be constructed to extend wastewater services to the Project prior to the commencement of any construction or development as part of the preliminary plat application.
- All offsite facilities constructed in support of the Project will be conveyed to the City for ownership, operation and maintenance. The City will accept these offsite facilities for operation and maintenance upon completion of construction and delivery of the required one-year maintenance bonds. All internal facilities within the Project will be conveyed to the MUD for ownership, operation and maintenance.
- At its sole discretion, the City may cost participate in the construction of any major offsite utility infrastructure it deems warranted and appropriate.
- Developer will diligently attempt to obtain the donation of all easements necessary for the construction of the major offsite utility infrastructure shown on the approved Utility Plan. If the Developer is unable to obtain all required offsite easements, the City will acquire, with the prior written consent of the Developer, the easements, utilizing its power of eminent domain, if necessary, at Developer's expense. Developer will be responsible for construction of the offsite facilities as growth within the Project requires these facilities

County Line Road Improvements

In conjunction with and as part of the submission of the first subdivision plat for the Project, Developer will also provide a Traffic Impact Analysis (TIA) providing information on the projected traffic associated with the Project, particularly as it relates to County Line Road. The TIA will identify any potential traffic operational problems or concerns and recommend appropriate actions to address such problems or concerns. The TIA will also consider the potential traffic to be generated by other undeveloped land in the area; and shall be consistent with city code requirements and the TxDOT Access Management Manual.

It is anticipated, and hereby acknowledged by both the City and Developer, that significant improvements and/or upgrades to County Line Road will be required in support of the Project. The Developer will provide funding at least equal to 50% of the cost for all such improvements along the entire frontage of the Land/Project as determined by the TIA and City.

Park and Recreational Facilities

The Concept Plan anticipates the construction of an amenity center (open pavilion/bathrooms/conditioned work-out space and meeting room), a swimming pool (with separate splash pool and large loop slide), a water feature/pond incorporated into the amenity center, a play-scape, a paddle board pond, hike and bike trails, open space/ball fields, and pocket parks with open space throughout the Project. Collectively, the total land area devoted to parks and open space is approximately 71 acres, approximately 46% of which will be located outside of the 100-year floodplain. Other than the public parkland dedicated by Developer to the City, which will be open to the public, other common areas including open space and amenity space will be private for use by residents of the Project/MUD. In addition, the Concept Plan calls for approximately 4 miles of hike/bike trails to be located within public parkland, right-of-way and

open space. Developer agrees to either pay the City's parkland dedication fee of \$500 per single-family lot, or dedicate parkland to the City in lieu of such fee, or a combination of both. .

Conveyance of Land for Public Safety

Developer and the City will work together to determine the location of the approximately 2 acre public safety services site within the Project, which the parties will endeavor to locate in an early phase of the Project. Within 30 business days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat for the Project, Developer will convey to the City full and final ownership of all such public safety services site.

Annexation

The City will not annex any part of the MUD until: (1) all public infrastructure facilities have been completed to serve 100% of the developable acreage within the MUD; and (2) Developer has been fully reimbursed by the MUD for same.

Additional Amenities

The Concept Plan also anticipates the construction of main boulevard plantings, ornamental street lighting, a separate entry feature and plantings at the County Line Road main entrance, and an architectural culvert/bridge crossing the floodplain area; all of which will be constructed and funded entirely by Developer and/or the MUD (or Developer, on behalf of the MUD).

Other Public Infrastructure

The MUD as described herein will be fully responsible for **all permitting, design, engineering, construction, and funding of any and all additional infrastructure improvements in support of the Project**, including but not limited to streets and roadways, street lighting, water & wastewater services, public and private parkland facilities, stormwater drainage facilities, retention walls, public landscaping/irrigation, and related engineering and design.

Other Clayton Properties, Inc, dba Brohn Homes Commitments to the City

- **Master Development Fee** - As consideration for this partnership, Developer will pay the City a Master Development Fee of \$1,873,600 out of proceeds from the issuance of bonds in support of the Project, which based on the current Concept Plan would amount to \$1,600 per housing unit. Except for the advances set forth below, this Master Development Fee will be paid in an amount equal to 10% of each bond reimbursement received by Developer for construction, geotechnical and engineering expenditures advanced by Developer for public infrastructure improvements within the Land up to the total amount of the Master Development Fee.
- **Advances of Master Development Fee** – Developer agrees to advance to the City up to \$300,000 of the total Master Development Fee in three annual cash installments of \$100,000 each. The first installment will be payable within 30 business days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval and subsequent annual payments will be due and payable on the annual anniversary of such first payment in each of the next succeeding two years thereafter. The remainder of the Master Development Fee will be paid out of proceeds from the issuance of bonds by the MUD, at the time that such bonds.
- **Support for Elgin Public Schools*** – Developer has requested a meeting with the ISD Superintendent for the purpose of identifying an approximately 12 acre site within the Project for a future elementary school. Developer shall have the option, in Developer's

discretion, either to dedicate such elementary school site to the ISD or to pay to the ISD a fee of \$200 per single-family lot within the Project, payable as to each phase of the Project as a condition of City approval of the final plat for such phase of the Project.

- Developer and/or the MUD will donate, free of charge and without further compensation, all necessary public right-of-way from property owned by Developer, required by the City in support of the public infrastructure improvements for the Project. Both parties will work in good faith to identify the appropriate location and size of the rights of way.
- If requested, Developer will provide complete copies of its latest, financial statements prior to execution of the Development Agreement with the City.

Pending the full execution and formal approval of this Letter, we are now prepared to move forward with the preparation of a formal Development Agreement and to initiate preliminary development plans for the Project at your earliest convenience. With your acknowledgement below, I will proceed immediately to the Mayor and City Council to secure their endorsement of this proposal and direction to prepare a Development Agreement for their formal consideration.

Thank you for your interest in the City of Elgin.

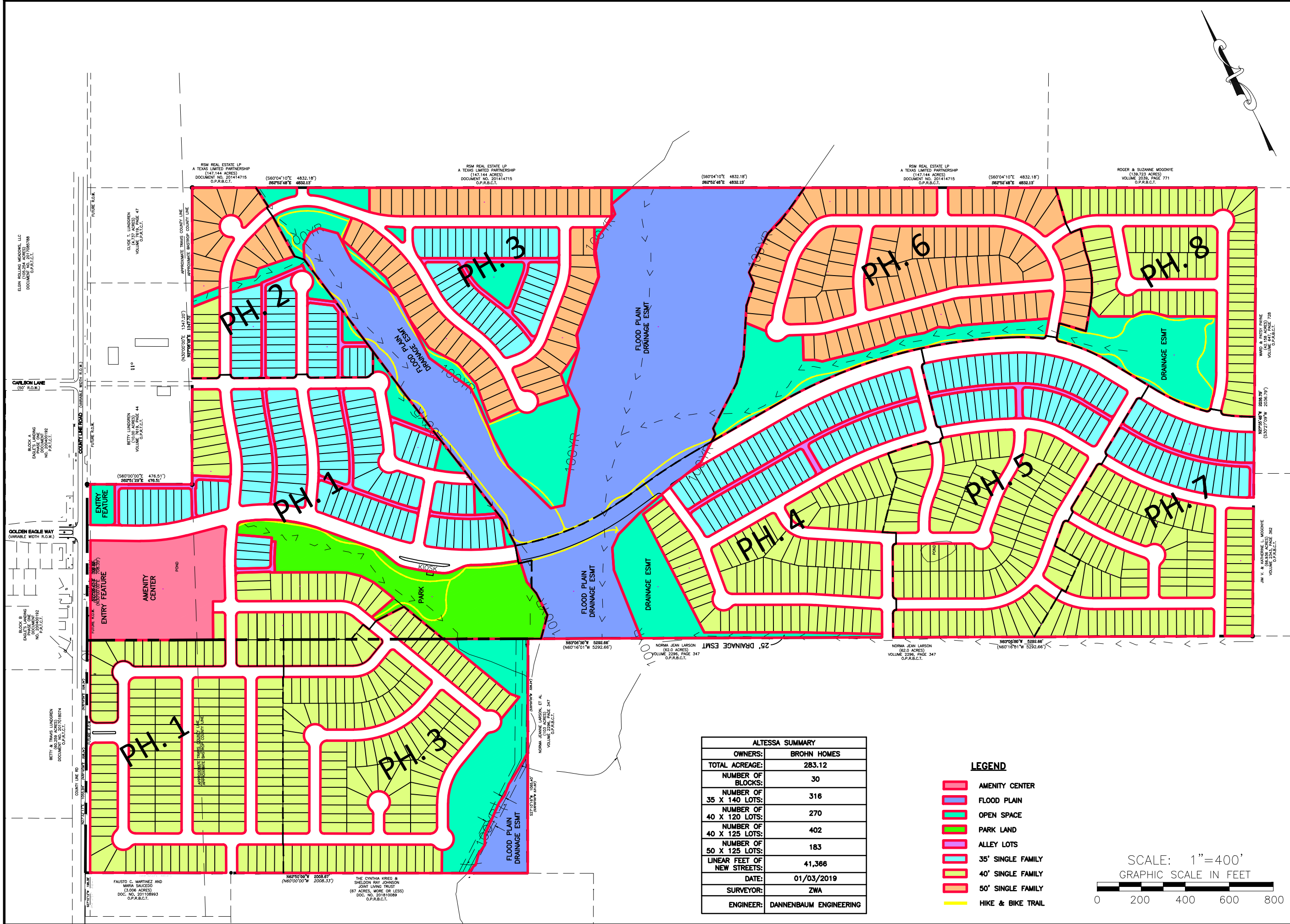
Sincerely,

Thomas L. Mattis
City Manager

AGREE AND ACCEPT:

Clayton Properties Group, Inc.,
doing business as Brohn Homes

Adam B. Boenig
Vice President
Date :



REVISIONS		
NO.	DATE	APPROVED



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Update on proposal to the Texas Department of Transportation (TxDOT) to authorize a Truck Route that will prohibit large truck traffic on Loop 109/Main Street

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action is requested or anticipated at this time. This item is to allow for an update by staff to Council regarding the project as described.

BACKGROUND:

Discussed at previous meetings; Since early last year, the City has experienced a significant increase in in large trucks with oversized loads, primarily through Downtown Elgin on Main Street or Loop 109; causing a disruption of traffic and extensive damage to both public and private property.

Staff completed its initial analysis and generated a report that was presented to Council in November. Its conclusion was to consider establishing a Truck Route, that would require all large trucks carrying oversized loads to utilize US290 – such plan ultimately being endorsed by City Council.

As part of its on-going deliberations relative to the required submittal to TxDOT staff also prepared a first draft of the enabling Ordinance to formally/legally establish said route.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

No Council action is requested or anticipated at this time; other than routine direction to staff, if any.

ATTACHMENTS:

10/25/18 Staff memorandum
Proposed Ordinance

{ } 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.

Memorandum

Date: October 25, 2018

To: Mayor and City Council

Subject: Oversized Truck Traffic



Since the beginning of the year, the City has experienced a significant increase in large trucks carrying oversized loads, primarily through Downtown Elgin on Main Street or Loop 109. In even the best of situations, these trucks create a disruption of traffic; and in worse cases, have caused extensive damage to public facilities and private property.

In response to the current environment, the TxDOT (Texas Department of Transportation) - Bastrop Area Office has issued a temporary “no permits” restriction on Loop 109, which means for the time being, trucks will only be routed on Loop 109 if their origin or destination is on that road - and only with TxDOT approval.

Adverse Incidents

As supported by the data provided herein, there has been a steady increase in oversized truck traffic through Elgin in recent years. Within the last two months alone, there have been (4) four significant incidents that generated Elgin Police Department (EPD) response due to oversized trucks pulling down power and/or cable lines (September 11, September 17, October 2 and October 20).

The most recent of these occurred last Saturday morning, when two large trucks with oversized loads were traveling a permitted route down Main Street/Loop 109. The first truck carried a load weighing 33,000 lbs.; the second, a load more than 70,000 lbs. (apparently transporting equipment destined for oil fields near Midland).

Both vehicles were northbound on Main Street, having travelled from Houston via Hwy71, ultimately entering Elgin on FM1704. The trucks were escorted by pilot vehicles with height indicators to show when limbs and/or wires are too low.

As the first truck passed Cleveland Street, it diverted to the wrong side of the road to avoid elevated wires across the road, but unfortunately snagged a different utility line. Then, according to the EPD Report:

“The truck pulled the wire causing five (5) utility poles to be snapped at their bases or broken into multiple pieces. The pieces of poles broken at their mid-point became projectiles as the pieces were catapulted across resident’s properties by the high-tension wires that anchored the poles to the ground. A 6’ piece of utility pole hit (a neighboring) house . . . causing significant damage to the structure’s roof, eaves, and siding. Numerous items of additional residents’ personal property were damaged: fences, trees, garbage carts, lawn ornaments, etc.

In addition, a transformer attached to one of the downed utility poles cracked open when it hit the pavement and spilled its contents across Main Street and into an adjacent parking area. Although the first EPD officer on scene was exposed to the contents, they were later determined to be hazardous, but non-toxic. An Oncor HazMat team ultimately cleaned up the spill; including the excavation of contaminated soil in the parking lot.

Safety issues aside, this incident also resulted in a significant adverse impact on both area residents and businesses, as all were without power or cable services for essentially the entire day. Oncor re-established service to their customers by 6:00PM; Spectrum re-established their services at 8:00PM. Main Street was reopened at 9:00PM when all crews were off the roadway.

General Information

As background for further review of this situation, the following information was developed through research and discussion with various TxDOT representatives:

- The US290 bridge in Elgin (the bridge over the railroad tracks and Central Avenue, located near HEB and the 11th street intersection) does **not** have a load limit, per se.
This is an important clarification in that city staff had been told previously and was under the understanding that there was indeed a load limit on the bridge, which necessitated the re-routing of trucks with oversized loads through downtown.
- The only load limit is that which applies to all traffic traveling US290 and all state highways – **80,000 lbs.** – which means there is a de facto load limit on the bridge, but only in the sense that if a load exceeds 80,000 lbs., it is not allowed to be on the either the highway or bridge.
- Even with this limit, however, a vehicle can still exceed 80,000 lbs., if it obtains the appropriate oversized load permit.
- The Texas Department of Motor Vehicles – Motor Carrier Division (TxDMV) – not TxDOT - issues permits for the purpose of routing trucks with oversize/overweight loads.
- The TxDMV issues approximately 800,000 oversize/overweight load permits statewide per year; and they issued 108,000 more such permits in 2018 than in 2017.
- From 2015 to 2017, the average number of such permits issued to travel over US290 on FM1704 was 148 per year:
 - 2015 – **179**
 - 2016 – **30**
 - 2017 – **133**
 - 2018 – **253** (*90% increase over last year*)
- There is no limit on on the number of such permits issued in any one year or month.
- Oversize/overweight load permits are issued with the general expectation that overhead lines are maintained at required clearance. However, where there are locations when clearance is known to be low and, when TxDMV has been properly notified, height restrictions are implemented to prevent routing under those lines.
- Even with a properly issued permit, however, the truck/truck driver still assumes primary responsibility for traveling the route without causing damage. Every permit issued by TxDMV includes the following statement: “It is the responsibility of the permittee to clear any overhead obstructions or utility lines. In addition, all utility companies or other entities must be contacted in advance, as required by the utility or entity, to assist in clearing the obstruction.”

Truck Route

While the City has taken action to address similar problems with truck traffic in the recent past (most notably on Fisher Street), continuing to consider streets or neighborhoods one at a time based on incidents or complaints from residents is not an effective long-term approach. A more comprehensive method, and the best opportunity for a permanent solution to this problem, is through the formal establishment of a **Truck Route**.

Under current TxDOT guidelines, the City has the ability “to restrict truck traffic on a state highway through the establishment of a Truck Route as described in the *TxDOT Signs Guidelines and Application Manual*”. Through the passage of appropriate legislation, the City “may reroute trucks from a certain highway route within their corporate limits to an alternate highway route within their city limits”.

It would be the City’s responsibility to develop a compliant Truck Route plan, assembling all the necessary data and analysis. Various items must be considered and evaluated through this process, including assessment of the structural adequacy of any roads and bridges within the truck route plan.

Initially, the City would prepare a preliminary Truck Route plan for TxDOT’s review. TxDOT will then coordinate with their Traffic Operations Division (TRF) on the proposed truck route; and after it is approved by TRF, the City Council would then adopt an Ordinance formally designating said Truck Route. The City would be responsible for purchasing and installing all necessary signage designating the route.

As stated in the *TxDOT Signs Guidelines and Application Manual*, the basic guidelines for establishing a truck route are:

- *Weight and size carrying capability of the alternate route should be reasonably comparable*
- *The (new) route should not be unreasonably longer than the original route*
- *The route should not be confusing to follow & should be selected so as not to jeopardize public safety*
- *All truck routes should be on the state highway system*

If the objective is to simply require trucks with oversized loads to stay on US290, establishing a Truck Route would appear to be the easiest and most effective option – particularly in light of the fact that such an alternate route would clearly comply with TxDOT’s guidelines as stated above.

Please let me know if you have any questions or a request for additional information in this regard.



Thomas L. Mattis
City Manager

cc: Patrick South, Chief of Police
Joe Parten, Director of Public Works
Beau Perry, City Engineer

ORDINANCE NO. 2019-_____

AN ORDINANCE ESTABLISHING AND REGULATING A TRUCK TRAFFIC ROUTE WITHIN THE CITY OF ELGIN, TEXAS; PROHIBITING TRUCK TRAFFIC ON LOOP 109/MAIN STREET; PROVIDING PENALTIES FOR THE VIOLATION THEREOF BY A FINE OF NOT MORE THAN \$500; AND PROVIDING FINDINGS OF FACT; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

WHEREAS, the City Council of the City of Elgin (“Council”) finds that it is in the best interest of the public health, safety and general welfare to restrict travel of certain vehicles utilizing Main Street and/or Loop 109; and,

WHEREAS, the Council finds that establishing a truck traffic route is in the public interest of the residents of the City of Elgin; and,

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Elgin has general authority to adopt an ordinance or police regulation that is for the good government, health, safety and order of the City.

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

I.

Section 1 - Findings.

The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2 - Purpose.

To protect the health, safety and general welfare of the residents of the City and to preserve and protect functionality and integrity of Main Street and/or Loop 109, the City's Historic Central Business District, and neighboring residential properties.

Section 3 - Definitions.

Any word or term not defined herein shall be considered to be defined in accordance with its common or standard definition.

a) *“Truck”* means every motor vehicle which is designed, used, or maintained primarily for the transportation of property having a weight of 30,000 (thirty thousand) pounds Gross Vehicle Weight Rating (GVWR) or more including the load carried.

b) *“Implement of Husbandry”* means every vehicle, which is designed for agricultural purpose and exclusively used by the owner thereof in the conduct of agricultural operations.

c) “*Semi-Trailer*” means every vehicle with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

d) “*Trailer*” means every vehicle with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

e) “*Truck Tractor*” means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of vehicle and load so drawn.

f) “*Person*” includes an agency, company, organization, firm, association, partnership, joint venture, trust or equivalent entity or a combination of any of them as well as a natural person.

Section 4 - Prohibition Against Travel on Non-Designated Truck Routes.

Except as expressly permitted under this ordinance, no person shall operate a truck or truck-tractor and semi-trailer or truck-tractor and trailer combination, or truck and trailer combination in the City on any road other than the designated truck route.

Section 5 - Truck Route.

Eastbound and Westbound U.S. Highway 290, to the exclusion of all other roads, is hereby designated as the Truck Route and classified for truck traffic.

Section 6 - Exceptions.

The truck route limitations prescribed in this Ordinance shall not apply to:

- a) Delivery of goods and services; or
- b) A pick-up truck or a van designed so as to carry loads of no more than one ton; or
- c) Vehicles carrying or designated to carry passengers; or
- d) Fire trucks or other emergency vehicles or vehicles on emergency business involved in the saving of life or property; or
- e) Implements of husbandry incidentally moved upon a road; or
- f) Road repair, construction or maintenance vehicles while involved in the repair, construction, or maintenance of roads within the City; or
- g) Trash and/or Recycling Collection service vehicles while involved in the provision of services to residents of the City; or
- h) All governmentally owned or leased vehicles and public utility vehicles; or
- i) Motor homes, recreational vehicles or vehicles used exclusively to transport personal possessions or family members for non-business purposes.

Section 7 - Leaving or Returning to Home or Place of Business.

Nothing herein contained shall prevent a truck or truck-tractor and semi-trailer, or truck tractor and trailer combination, or truck and trailer combination from leaving or returning to its customary storage location at the owner or operator's personal residence, or a commercial or industrial location on or adjacent to Main Street and/or Loop 109.

Section 9 – Special Permits.

The City Manager or his designee shall have authority to grant a written permit in special cases which would otherwise be in violation of the provisions of this Ordinance. Said permit shall describe the vehicle, the time and dates of travel, and the route to be taken by the vehicle; and in no case shall a permit be valid for a longer period of ten (10) days from the date of issue.

Section 10 – Signs.

The City shall procure and have posted appropriate signage along the designated truck route as required by the laws of the State of Texas and authorized by the Texas Department of Transportation.

Section – Penalties.

Any person who violates any provision of this Ordinance shall be guilty of a misdemeanor, and upon conviction, shall be fined not more than five hundred (\$500.00) dollars. The City of Elgin Police Department is hereby authorized to issue tickets for violation of this Ordinance.

II.

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

b) The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Monthly Departmental Activity Reports - November

DEPARTMENT: Administration

PROPOSED ACTION:

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

BACKGROUND:

Routine monthly reports submitted by departments.

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, Library, Main Street, Parks and Rec, Planning Dept., Police Department, Public Works, Utility Billing, and Water Department October 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: December 14, 2018
RE: Community Development Department Report November, 2018

The Elgin Downtown Zoning Overlay was named winner of the Best Economic Game Changer category. The Texas Downtown Association (TDA) sponsors the annual program to recognize outstanding projects, places, and people of Texas. The Elgin Downtown Zoning Overlay allows for greater mixed-use activity in the downtown district. From July 1, 2016 to June 30, 2018 five buildings were fully restored placing 18,600 sq. ft in full occupancy with businesses such as Barrel Creek Provisions, a pickle food processing company, Luigi's Italian Restaurant, Double R Hat House, a hat shaper, The Clever Tiger Art Studio and Gallery and three loft apartments. The value of the building restorations is approximately \$1,500,000. In addition, nineteen businesses opened in the district in previously underutilized or vacant space. One a fabric screen printing company from Austin benefitted from the zoning overlay and purchased two buildings totaling 5,000 sq ft.

The Downtown district has one 2nd floor vacancy of all two-story buildings. The district has a 9% vacancy rate for first floor spaces. Three buildings are in the rehabilitation process. Two are developing building plans to submit for review. One new business opened downtown in December – Boisier's Boutique at 16 North Main Street. Events are being held every Saturday in December to promote the Shop Local program and increase foot traffic downtown.

Projects

- Shop Small Saturday was very well attended and businesses reported increased sales over the same Saturday in 2017.
- Finalizing and marketing Home for the Holidays events, including the cooperative promotion with the Chamber the Hot Cocoa Stroll and the Art of Giving in partnership with two art studios.
- Sip Shop & Stroll marketing and coordination with businesses.
- Planning for 2019 Events calendar.
- Review of the City website and plans for makeover in early 2019. Setting up training for city staff on website updates.
- Organized Walk and Bike to School.
- Began work on a CDBG Utility grant with the Utilities Department
- 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.
- Providing support for Website updates
- City of Elgin E-News
- Social Media: Visit Elgin, Envision Elgin Instagram – visitelgintx

Boards & Committees, Seminars

Texas Downtown Association Annual State Conference

CENSUS 2020 PSAP Census tract program

CAMPO TAC , Advisory Committee

Main Street Board

Historic Review Board

Promotion Tourism Committee

Design Committee

Business Retention Recruitment Committee

District Advisory Committee EISD

School Health Advisory Committee

Bastrop County Cares Workforce housing committee

Clean Air Coalition Advisory Committee meeting

Upcoming Events

December 1 Hot Cocoa Stroll, Holiday by the Tracks & Lighted Christmas Parade

December 8 – Holiday Sweater weekend

December 13 Sip Shop & Stroll

December 15 The Art of Giving

December 22 Stocking Stuffer Saturday

Santa sightings throughout the month –Selfies with Santa at various locations

Elgin Main Street Program

VISION STATEMENT: We envision a revitalized and active historic downtown destination with warm hearted friendly people and vital businesses, where ethnic and cultural diversity are celebrated.

MISSION STATEMENT: We will enhance downtown vibrancy through historic preservation and mixed use and pedestrian friendly development, by strategically implementing the National Main Street Four Point Approach of: Design, Organization, Promotion and Economic Restructuring

CORE VALUES (if you have done this): Through a strong belief that historic preservation of our irreplaceable cultural resources in the historic downtown district is vital to the revitalization and economic success of our community, we are committed to supporting responsible repurposing of historic structures and new construction that supports mixed use development through partnerships and a persistent effort to support community focused development and promotions.



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 this electronic version and email to mainstreet-reports@thc.texas.gov

CITY: _____Elgin_____

MONTH/YEAR: ____November 2018_____

DATE SUBMITTED: ____12-10-2018_____

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
November 15	Discussion of plans for 2019 for Sip Shop & Stroll. Recap of Hogeye Festival – successful fundraising event and brought great crowds to town. Everyone was busy from the restaurants and holiday Inn on Hwy 290 to the downtown district.

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

Meeting Dates:	Update on projects or activities
Online	Secured volunteers for Shop Small Saturday and Home for the Holidays Events

PROMOTION:

Meeting Dates:	Planning for Home of the Holidays – events every Saturday in Elgin from Nov 24 to December 22.
November 1	Veterans Appreciation parade – Organized and held by the American Legion Saturday November 3
	Several businesses held Black Friday sales too! Shop Small Saturday – was well attended and businesses reported very successful sales – a best Saturday of the year along with Hogeye Festival.
	Holiday Concert with EISD Elementary school choirs and Pictures with Santa Hot Cocoa Stroll Dec 1 with lighted parade and Pictures with Santa
	Holiday Sweater Saturday December 8
	The Art of Giving Saturday December 15 – showcase of artisans and locally made handcrafted items at open studios and downtown businesses Stocking Stuffer Saturday December 22

Email to: Mainstreet-reports@thc.texas.gov

DESIGN:

Meeting Dates:	Update on projects or activities
November 13	Holiday décor plans – with businesses and property owners. Encouraging businesses to decorate inside and exterior. Planned to add décor to the Big Adirondack chair and something on the wall of 18 N Main with towners permission.

ECONOMIC VITALITY/DOWNTOWN ECONOMIC DEVELOPMENT:

Meeting Dates:	Update on projects or activities
	Josephs' Steakhouse continues renovation work on 19 North Main Street. Expects to open in Early 2019. Creating a list of targeted restaurants to invite to look at the 201 North main Street space. Considering training schedule for 2019.
	Meeting with Austin area developers and realtors about downtown property options.

2. Program Commentary *(list critical issues, problems, and successes/ completed projects of the past month):*
3. Outlook. *Goals and challenges; plans for upcoming major projects such as public improvements etc.:*
4. Suggestions for Texas Main Street Center *(list suggestions on services or training topics; new resources; questions):*
5. Main Street in the News. *We would love to spotlight your upcoming events in our Main Street Matters e-newsletter, please email Mainstreet-reports@thc.texas.gov with the information. We ask that you do not send in events that have already taken place, send in future events for as many months as possible.*

December 1 Hot Cocoa Stroll, Holiday by the Tracks & Lighted Christmas Parade

December 8 – Holiday Sweater weekend

December 13 Sip Shop & Stroll

December 15 The Art of Giving

December 22 Stocking Stuffer Saturday

Selfies with Santa throughout the month

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Email to: Mainstreet-reports@thc.texas.gov

Library Report for Elgin City Council

November 2018

Circulation was down 6% in November with the Collection size decreasing 1,087 items from the previous November.

Friends of the Elgin Library held Grown Up Games Gala (G3) on November 30th with chili and all the trimmings. Games played were Mexican Train dominoes, cards, and Jenga but we have a wide assortment to choose from.

Special children's programs in November included Día de los Muertos with sugar skull decorating, arts and crafts, and traditional refreshments on November 1 and Gingerbread House decorating on November 29th.

Technology: The library's server will be replaced with a slightly used server from the PD.

Volunteer hours were down slightly from the previous November. Volunteer John Van Metre citizenship student passed her exam. Staff was listening to the questions one day and commenting on how difficult some of the questions were and if we, the native born, could pass the test.

Voting seemed to be in record breaking numbers in the Civic Center.

Categories	Units	Nov. '18	Nov. '19	Fiscal YTD '18	Fiscal YTD '19
Total Circulation		6,874	6,434	14,466	14,306
+ or - Same month previous year	Percent	7%+	6%-		
Additions					
Interlibrary Loans	Each	8	13	20	20
New Patrons	Each	70	60	161	123
Collection					
Items Added	Each	216	276	392	518
Items Withdrawn	Each	215	526	576	960
Total Collection	Each	37,771	36,684	37,771	36,684
General Statistics					
Gate Count		2,571	3,572	6,779	7,625
Hours Open	Each	146	148	309	319
Library Tours	Each	0	5	0	20
Program Visitors	Each	256	550	692	1,313
Public Computer Use	Hours	375	307	776	700
Patrons using computers	Each	584	464	1,293	1,047
WiFi- Patron use	Each	353	873	740	1,899
Volunteer Hours	Each	171	152	348	370
Receipts					
		\$1,453	\$1,765	\$2,744	\$2,929
Civic Center Use					
City	Each	14	5	29	8
Library	Each	13	19	26	42
Public Rental	Each	2	5	3	6
Other - not for profit	Each	0	3	4	7
Total Civic Center Use		29	32	62	63

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month November

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 Dec 14, 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		Traffic Misdemeanors			Non-Traffic Misdemeanors		
Month	Year 2018	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:		13,036	13	0	1	2,561	19
a. Active Cases		8,880	11	0	1	1,174	3
b. Inactive Cases		4,156	2	0	0	1,387	16
2. New Cases Filed		266	0	0	0	52	6
3. Cases Reactivated		32	0	0	0	11	0
4. All Other Cases Added		0	0	0	0	0	0
5. Total Cases on Docket		9,178	11	0	1	1,237	9
6. Dispositions Prior to Court Appearance or Trial							
a. Uncontested Dispositions		120	0	0	0	17	1
b. Dismissed by Prosecution		10	0	0	0	2	0
7. Dispositions at Trial:							
a: Convictions							
1) Guilty Plea or Nolo Contendere		12	0	0	0	6	5
2) By the Court		1	0	0	0	0	0
3) By the Jury		0	0	0	0	0	0
b: Acquittals:							
1) By the Court		0	0	0	0	0	0
2) By the Jury		0	0	0	0	0	0
c. Dismissed by Prosecution		0	0	0	0	0	0
8. Compliance Dismissals:							
a: After Driver Safety Course		10					
b: After Deferred Disposition		0	0	0	0	1	0
c: After Teen Court		0	0	0	0	0	0
d: After Tobacco Awareness Course						0	
e: After Treatment for Chemical Dependency					0	0	
f: After Proof of Financial Responsibility		1					
g: All Other Transportation Code Dismissals		0	0	0	0	0	0
9. All Other Dispositions		4	0	0	0	1	0
10. Total Cases Disposed		158	0	0	0	27	6
11. Cases Placed On Inactive Status		16	0	0	0	15	0
12. Total Cases Pending End of Month:		13,144	13	0	1	2,586	19
a: Active Cases		9,004	11	0	1	1,195	3
b: Inactive Cases		4,140	2	0	0	1,391	16
13. Show Cause Hearings Held		24	0	0	0	16	7
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 November Year 2018	
1. Transportation Code Cases Filed	6
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	0
9. All Other Non-Traffic Fine-Only Filed	2
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	Year		
November	2018		
1. Magistrate Warnings:		21	
a. Class C Misdemeanors			
b. Class A and B Misdemeanors		17	7
c. Felonies		2	2
			TOTAL
2. Arrest Warrants Issued:			31
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			3
c. Felonies			0
3. Capiases Pro Fine Issued			0
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			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:			0
a. Partial Satisfaction			
b. Full Satisfaction			1
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			9
16. Cases in Which Fine and Court Costs Waived for Indigency			2
17. Amount of Fines and Court Costs Waived for Indigency			\$830.00
18. Fines, Court Costs and Other Amounts Collected:			\$17,337.39
a. Kept by City			
b. Remitted to State			\$15,419.50
c. Total			\$32,756.89

Michael Gonzalez
Parks and Recreation Director
mgonzalez@ci.elgin.tx.us 512-285-6434



November 2018 Parks Report

Michael Gonzalez

Towards the end of the year, we look forward to making improvements on the upcoming year. For each of our divisions in the Parks Department we really wanted to focus on our tasks being most effective. In the maintenance division we are looking at ways to get better results with minimal staff time from turf management to the way we empty trash we are looking at ways to improve. With our Rec programs we are trying to serve more people with the same high level of service. Its exciting for our staff to continue to improve and get better at each task we try and I'm looking forward to another great year with them.

Programs -Elizabeth

In November the Parks and Rec Department hosted several successful events. We hosted our first ever "Senior Dance and Social" where we invited seniors in our community to come listen and dance to live music performed by local musician Patrick D'Eimon, as well as show off their talents in our Talent Showcase. We had over 40 attendees and the event was on the front page of the paper. We followed that event with "S'mores in the Park" where we had over 70 people attend to make creative s'mores by our 3 fires, despite the weather forecast showing a night at 27*. Then, just before Thanksgiving, we hosted a child's crafting event where they were able to make turkey headbands, place settings or draw and decorate hand turkeys.

Maintenance Report: -Orlando.

The grass in the parks is starting to go dormant however we did mow a few times in the month of November. We put up market day and sip shop and stroll like we do monthly. After taking down all the Hogeye event material we got back on track of mowing our parks. We cleaned up behind Morris park fence line that connects with the cemetery. We started putting up Christmas lights around the City buildings. Put lights around trees in Veterans Park and put up the big Christmas tree in that park. We set up for court and thanksgiving lunch at the civic center. This is a good time of year for the crew to exercise their vacation time so we are making schedules around that as well.

Goals for December 2018

- Facilitate the staff Christmas Party

Facility	Number of uses
Park Activity Summary	November 2018
Park/ Pavilion Rental	4
Ball Field Rental	44
Fleming Community Center/ Rec Center rentals	50
Monthly Rec Memberships	117
Yearly Rec Membership	11
Deposits	\$8,357.80

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

Type of Inspections	Nov-17	Nov-18	Fiscal Yr. To Date	Calendar Yr. To Date
Building	29	96	186	868
Electrical	19	49	99	508
Plumbing	14	46	102	644
Gas	8	1	7	65
Mechanical	7	25	55	324
TOTAL	77	217	449	2409
Building				
Permits	29	14	26	237
Value	\$ 1,303,403.00	\$ 265,040.45	\$ 650,250.45	\$ 14,992,059.07
Fees	\$ 11,186.94	\$ 2,874.24	\$ 6,329.60	\$ 107,232.86
Electrical				
Permits	18	9	18	150
Fees	\$ 3,140.00	\$ 1,520.00	\$ 2,820.00	\$ 23,990.00
Plumbing				
Permits	15	6	12	124
Fees	\$ 3,140.00	\$ 990.00	\$ 2,070.00	\$ 22,090.00
Gas				
Permits	11	5	8	50
Fees	\$ 1,380.00	\$ 600.00	\$ 840.00	\$ 6,700.00
Mechanical				
Permits	4	6	12	107
Fees	\$ 500.00	\$ 4,620.00	\$ 5,530.00	\$ 18,350.00
Total All Fees	\$ 19,346.94	\$ 10,604.24	\$ 17,589.60	\$ 178,362.86

November 2018 Building Permits

Number of Permits		Type/Classification	Permit Fees		Valuation	
Nov-17	Nov-18		Nov-17	Nov-18	Nov-17	Nov-18
	2	New Single Family		\$ 1,341.42		\$ 144,600.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
		New Commercial				
		New Industrial				
		New Swimming Pools				
		Moving Permit				
	1	New Signs		\$ -		\$ 916.88
	8	Residential		\$ 788.36		\$ 55,669.58
	3	Non-Residential		\$ 744.46		\$ 63,853.99
		Demolitions				
0	14		\$ -	\$ 2,874.24	\$ -	\$ 265,040.45
*BOA Request		110 S Main variance for parking granted 11/15/18				
**BSC Requests		None				
P & Z Request		Double B Addition- Approved; Revised Preliminary Plat for Old McDade Subdivision- Approved, Old McDade Subdivision Final Plat- Approved; Hernandez Addition - tabled until next meeting				
Code Enforcement		Active November 2017	Active November 2018	Closed November 2017	Closed November 2018	Calendar YTD
Vehicles		1		3	5	102
Recreational Vehicle					1	12
Fences			1			11
Environmental						20
Fire Code						1
Illegal Signs				37	33	594
Property Maintenance			3	16	5	125
Unsafe Structures						16
Zoning						5
Total		1	4	56	44	886

*Board of Adjustments

**Building Standards Commission

Submitted By: Carlos Navejas

Date: January 2, 2019

Public Works – November – 2018

Right of Way and Easement mowing and maintenance:

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

Sign replacement:

Stop signs replaced:

Ellis Place at East 3rd Street

East 8th Street at North Avenue H

Kennedy Street at Central Avenue

Street signs replaced

Pecan Street at Old McDade Road

Madison at Old McDade Road

Permanent Street, utility cut repairs, pothole repairs:

Patched South Avenue C

Bladed gravel road behind Admin Building on Ave C

Added cold mix to edge of pavement on

FM 1100

Central Avenue

Repaired driveway on Central Avenue

Pothole patched throughout town:

Multiple locations

Saw cut utility cuts to prep for permanent repair

Curb, Gutters, Drains, and Ditch Cleaning

East Brenham Street from South Main to Old McDade Road

Old McDade Road from East Brenham Street to Pecan Drive

Lee Dildy Boulevard from Roy Rivers Boulevard to US 290

Saratoga Farms Boulevard from US 290 to Lee Dildy Boulevard

Roy Rivers Boulevard from US 290 to Lee Dildy Boulevard

Madison Street from East Brenham Street to Martin Luther King Boulevard

Cleaned ditches:

North Main Street

Taylor Lane

North Avenue F

Elgin Memorial Park

Trees and Brush:

Removed fallen limb

East Austin Street

North Main Street and West 11th Street

Removed fallen tree North Avenue G and East 1st Street
Trimmed brush in alley from North Avenue C to West 4th Street
Trimmed brush and low limbs
Madison Street from East Brenham Street to Martin Luther King Boulevard
North Avenue H from Taylor Road to East 6th Street
Q.S. Goins Lane from East 3rd street to East 2nd Street

Miscellaneous:

Public Works performed preventative maintenance:
1995 JD 5200 tractor
2013 Bomag roller

Events:

Veterans Day Parade

Saratoga Farms Subdivision Section 6:

Subgrade preparation
Utility Installation

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

November 2018 contract completion date
Ribbon Cutting November 2018

Lee Dildy and Roy Rivers Boulevard Extension Project

Bid Opening held November 20, 2018

Joe Parten

Director, Public Works
City of Elgin

Elgin Police Department

November – 2018

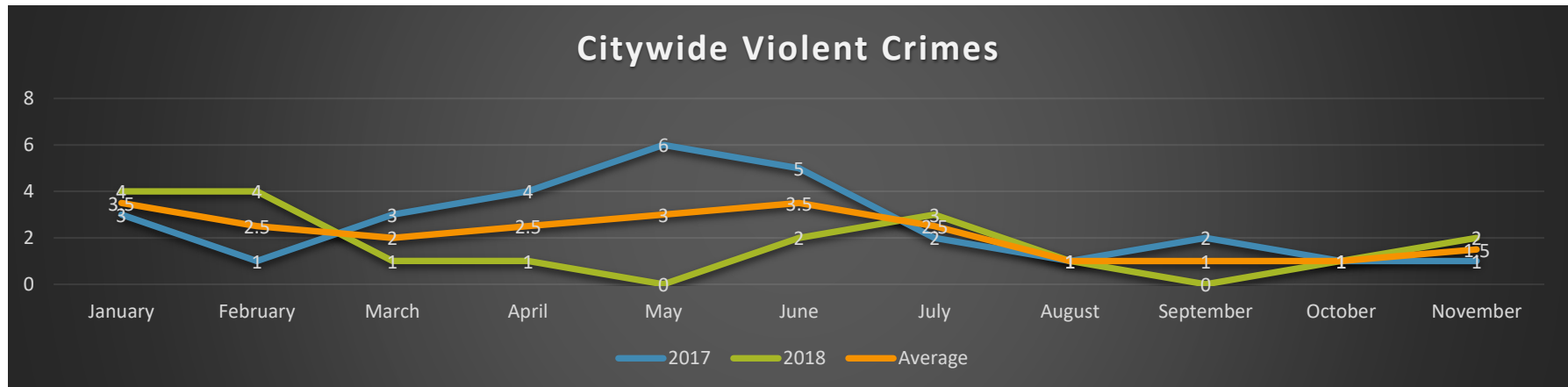
Monthly Report



Elgin Police Department

Citywide Monthly Crime Reports - November 2018

Violent Crime										
Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Homicide	0	0	nc	0	nc	1	0	100%	1	100%
Rape/Sexual Assault	2	0	200%	1	100%	4	3	33%	0	0%
Business Robbery	0	0	nc	0	nc	2	5	-60%	0	0%
Individual Robbery	0	0	nc	0	nc	3	2	50%	1	33%
Agg Assault - No FV	0	0	nc	0	nc	2	7	-71%	0	0%
Agg Assault - FV	0	1	-100%	0	nc	7	12	-42%	7	100%
Total	2	1	100%	1	100%	19	29	-34%		



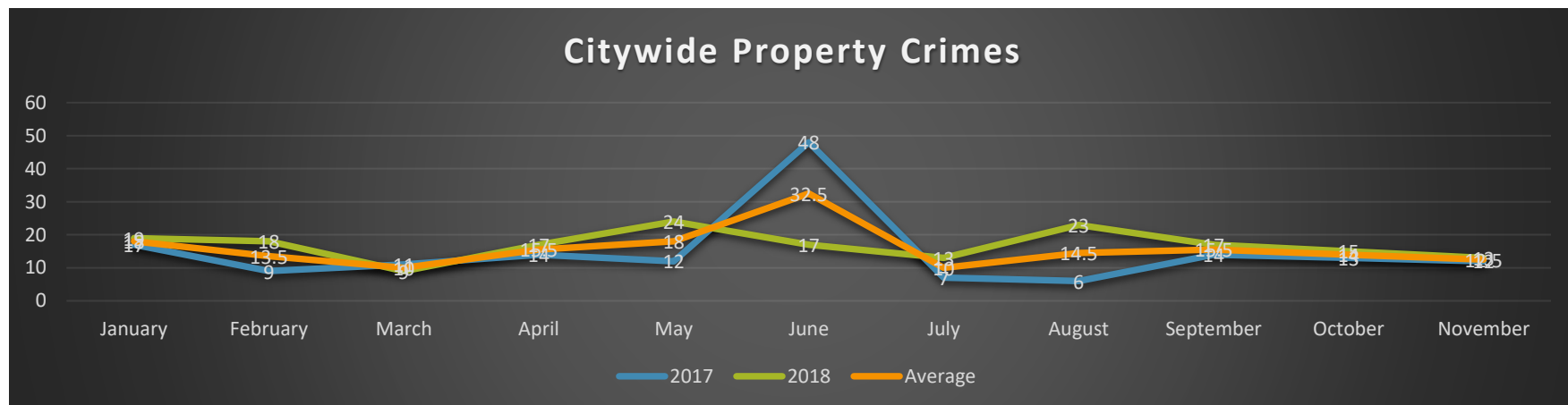


Elgin Police Department

Citywide Monthly Crime Reports - November 2018

Property Crime

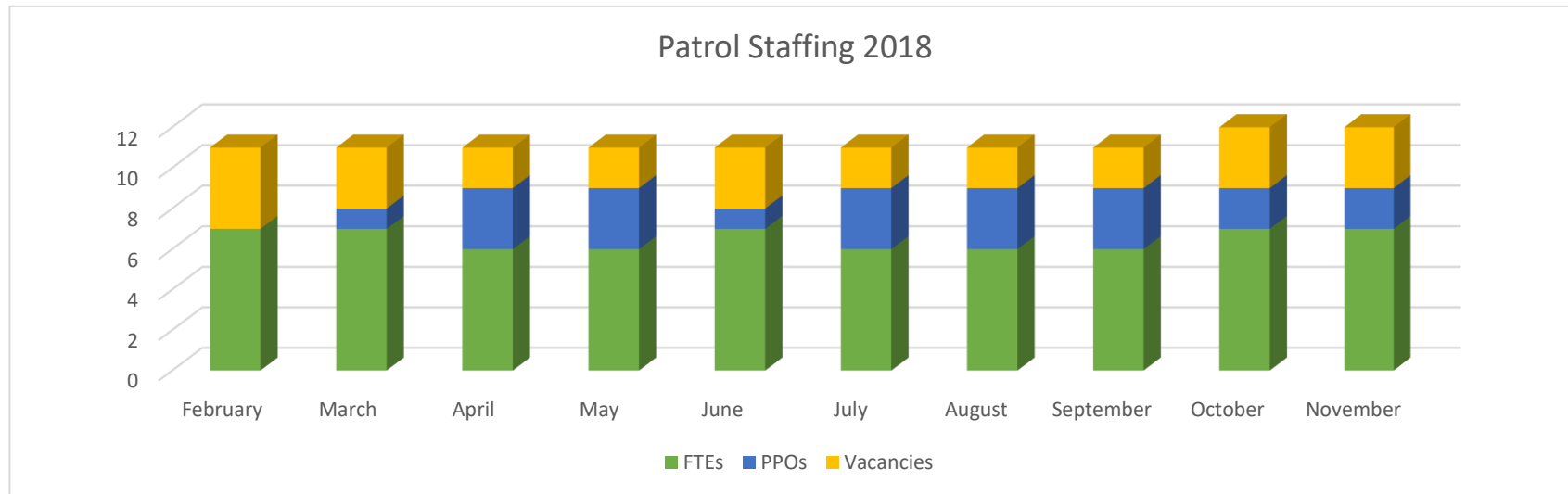
Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Burglary Non Residence	3	1	200%	2	50%	19	14	36%	1	5%
Burglary Residence	0	1	-100%	1	-100%	23	22	5%	7	30%
Auto Theft	1	0	100%	0	100%	14	12	17%	11	79%
BOV	3	0	300%	5	-40%	32	27	19%	3	9%
Other Theft	6	13	-54%	4	50%	96	88	9%	20	21%
Total	13	15	-13%	12	8%	184	163	13%		





Elgin Police Department

Patrol Staffing - November 2018

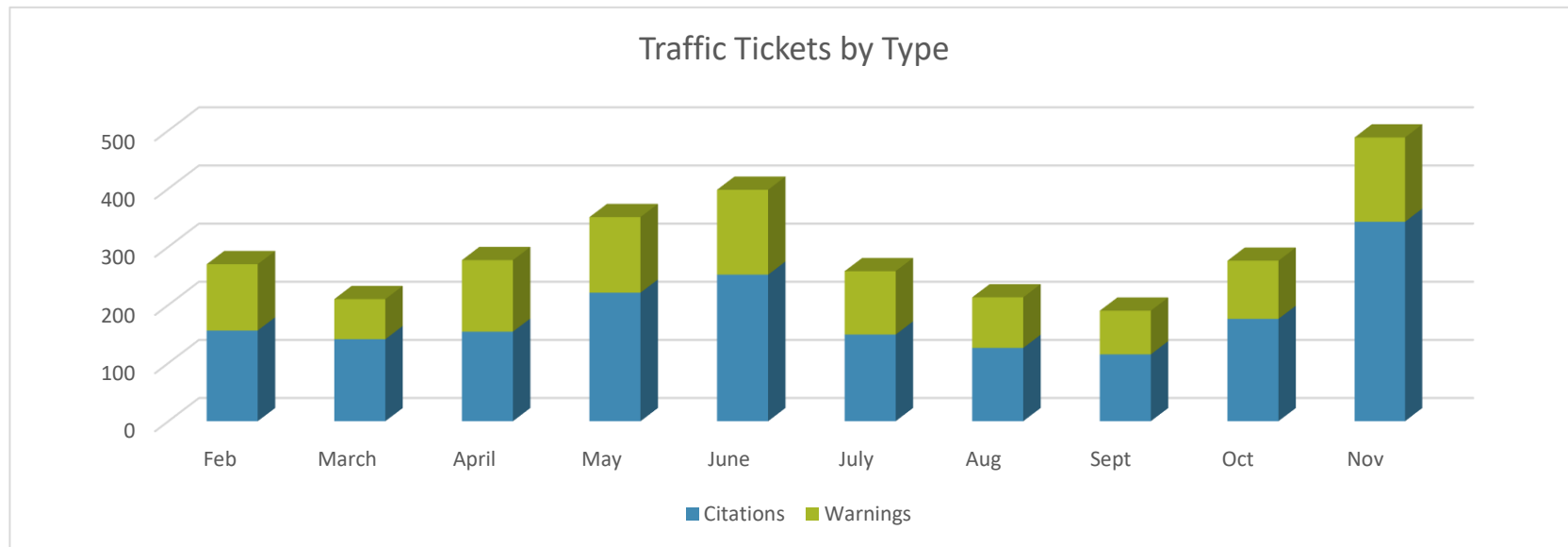


	Authorized	Open (Vacant)	Current	Actual % Vacant
November	12	3	9	25%
October	12	3	9	25%
September	11	2	9	18%
August	11	2	9	18%
July	11	2	9	18%
June	11	3	8	27%



Elgin Police Department

Citywide Monthly Traffic Tickets – Year to Date 2018 (Violations)



	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	2018	2017
Citations	170	156	141	154	221	252	149	126	115	176	343	2003	2301
Warnings	132	114	69	123	130	146	109	87	75	100	145	1230	979
Total	302	270	210	277	351	398	258	213	190	276	488	3233	3280

Note: 1% decrease from 2017 during the same period.



Elgin Police Department

Call Analysis - October 2018

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Ave
Dispatched calls	426	392	505	461	524	422	432	453	423	438	344	438
Self-Initiated calls	442	458	453	485	503	508	528	522	367	494	674	494
Total Calls	868	850	958	946	1027	930	960	975	790	932	1018	932

												Ave
Total Time on Calls	18,024	30,488	20,620	40,537	22,844	18,068	22,182	27,004	22,151	32,908	37,485	26,574
Committed Time	40%	76%	46%	94%	51%	42%	50%	60%	51%	74%	87%	61%

Goal for committed time = no more than 60%

UTILITY BILLING REPORT		November 2018
Billed out	\$481,999.27	
Past due notices	705	\$101,607.52
Work orders-Cut offs	100	
Disconnected for non pmt	95	
Extension to pay 1st	47	
Extension due for disconnect	40	
Meter tamper fee	0	
After Hour turn on	2	
Accounts set to final	1	for non pmt
Leak Adjustments		

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	46	3
FINAL READ	45	1
TRANSFERS / IN AND OUT	0	0
CTO'S / DISCONNECT NON-PMT	78	0
SET METER	0	2
ERT REPLACEMENTS	0	16
METER REPLACEMENTS	7	20
VISUAL READS	13	
FAILURE TO READ (MOBILE MISS)	73	0
RE READS	38	0
WL / CHECK FOR WATER LEAK	8	3
METERS DATA LOGGED	7	0
MISCELLANEOUS	10	16
TOTAL NUMBER OF WORK ORDERS	325	61
CURB STOPS - JOHN CALHOUN		
BROKEN CURB STOPS		36
SERVICE LINE REPAIR		
MAIN BREAK		
SEWER LINE REPAIR		
TOTAL NUMBER OF WORK ORDER	0	36
BULK WATER		
PURCHASES	8	
TRIPS/GALLONS	11/5,000	
TOTAL COLLECTED	\$35.52	

Customer Service/A/R Supervisor

512-229-3220 office

Monthly Reports November 2018

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 11	0 Gallons
Well # 14	17,576,000 Gallons
Well # 15	15,832,000 Gallons
Water loss due to leaks or flushing	200,000 Gallons
Total Water Pumped	33,424,000 Gallons

Chemicals Used

Chlorine	806 Pounds
Sequest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.77 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	4
Service Line Breaks	4
Miscellaneous Repairs/Complaint Calls	15
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	2
Service Lines	8
After Hours Call-Outs	10

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	5
Curb Side Cleanouts Installed	0
Main Line Repairs	0
New Main Line Installed	160 ft
New Taps Installed	0
Lines TV'd	2
Manholes Installed/Repaired	0

Lift Station Maintenance/Repairs

Hour Meter Reads/Daily Site Checks	10 Daily
Pumps Pulled	0
Pumps Installed	0
Pumps De-raged	6
Motors Pulled	0
Motors Installed	0
Electrical Issues (Repair/Replace Parts)	0
Floats Cleaned/Replaced	5
Grass/Weed Maintenance	9
After Hours Call Outs	3

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	1
Pumps Installed	1
Motors Pulled	0
Motors Installed	0
Control System/Electrical Repairs	4
Cleaned Wet Well Floats	1
Miscellaneous Repairs	8
After Hours Call-Outs	1

Chemicals Used

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

Monthly Plant Flows and Test Results

Minimum Daily Flow	555,500 Gallons
Maximum Daily Flow	796,000 Gallons
Average Daily Flow	619,900 Gallons
Total Monthly Flow	19,217,700 Gallons

Effluent DO (Dissolved Oxygen) Average	7.8
Effluent Chlorine Residual Average	2.05 mg/l
Effluent pH Average	7.32
Total Phosphorus Average	0.161
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	2.03
TSS (Total Suspended Solids) Average	2
Ammonia/Nitrates Average	0.126

Remarks :



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: City Council Regular Meeting Minutes – December 4, 2018

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the December 4, 2018 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 December 4, 2018 Meeting Minutes.

ATTACHMENTS: December 4, 2018 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, DECEMBER 4, 2018**

CALL TO ORDER

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

ROLL CALL

Present: Mayor Chris Cannon

Jessica Bega, Mayor Pro Tem

Juan Gonzalez, Council Member

Susie Arreaga, Council Member

Mary Penson, Council Member

Phillip Thomas, Council Member

Neil Beyer, Council Member

Sue Brashar, Council Member

Mayor Cannon certified there was a quorum and stated for the record that Council Member Lopez was absent. Council Member Thomas moved to excuse Council Member Lopez absence due to his attendance at the end of the year meeting at the Fire Department. Council Member Brashar seconds the motion. Motion carried 8-0.

Staff: Thomas L. Mattis, City Manager

Charles Cunningham, Finance Director

Owen Rock, ED Director

Amy Miller, Community Development Director

Michael Gonzalez, Parks Director

Doug Prinz, Utilities Director

Beau Perry, City Engineer

INVOCATION

Council Member Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

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

Mayor Cannon recessed the regular meeting at 7:03 and opened the Public Hearing.

CITY COUNCIL MEETING MINUTES
December 4, 2018- Page 2
CITY ANNEX COUNCIL CHAMBERS

PUBLIC HEARING

Mayor Cannon opened the Public Hearing at 7:04 P.M.

1. PUBLIC HEARING - AN ORDINANCE OF THE CITY OF ELGIN, TEXAS SETTING THE PER DIEM AND RELATED COMPENSATION FOR THE MAYOR AND MEMBERS OF CITY COUNCIL; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY CLAUSE; DECLARING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS RELATED THERETO

With no one wishing to speak Mayor Cannon closed the Public Hearing at 7:05 pm.

Mayor Cannon opened the regular meeting at 7:05 pm.

PUBLIC COMMENT

Mayor Cannon opened Public Comment.

Greg Wiecek spoke and stated he was looking at adopting the TX Transportation Code 551.404 and that it would help the truck route too. He stated it deals with vehicle and traffic and allows golf carts and other vehicles of its type through Main Street and other areas. He stated the he had sent letters to most Council Members telling them what Transportation Code 551.404 says and they were asking Council to adopt an ordinance allowing travel with golf carts on any road within the 35mph or less as long as they had the proper equipment on the cart like signs, mirrors, head and tail lights and a parking brake. He stated this would be good for the for visitors to the city and asked that it be on next month's agenda.

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

PRESENTATION

1. Presentation of New Parks and Recreation Employees.

- Elizabeth Marzec – Program Manager
- Rodney Jarmon – Parks Maintenance

Michael Gonzalez, Parks Director introduced two newly hired Parks and Rec employees.

Mayor Cannon presented the 4th Quarter Citizen's Award to Marge Carlson and stated she was not in attendance. Mayor Cannon stated that she would be invited back at next month's meeting.

CITY COUNCIL MEETING MINUTES
December 4, 2018- Page 3
CITY ANNEX COUNCIL CHAMBERS

2. Award Presentation for the Elgin Downtown Zoning Overlay from the Texas Downtown Association.

Ed Rivers spoke regarding the Elgin Downtown Zoning Overlay. He spoke about how in the past buildings were built narrow and deep. He stated some of the problems were that people owned the buildings a long time and there was no incentive for them to spend money on the buildings due to no demand for rentals. He stated the ones that were rented were rented the way they were, because they did not want to spend money to renovate. In order to make these buildings more valuable to the owners of the buildings and to the downtown, the idea came up about a zoning overlay for a section of downtown. He stated that under the current regulations under the historical district you could not have residential on the first floor only on the second floor. After some back and forth discussions it was agreed upon to allow the owners of the buildings to construct residential living up to 50% of the rear of the building and went through the Historical Commission and other Boards of the city with the Council doing their work on it and finally passed. He stated what you see in the past three years was partly a result of the zoning overlay. Amy Miller stated that there are many businesses and types of uses that are allowed with this zoning overlay district that might not be here otherwise and eliminating special use permits.

CITY MANAGER'S REPORT

1. (Discussion Only) Appointment/Re-Appointment of Members to Committees/Commissions with Expiring Terms.

- Board of Adjustments
- Building Standards Commission
- Economic Development Corporation
- Historic Review Board
- Library Advisory Board
- Elgin Main Street Board
- Planning and Zoning Commission
- Parks and Recreation Advisory Board
- Public Safety Advisory Committee

City Manager Thomas Mattis stated this item was for discussion only and spoke about the ordinance that was adopted last year changing the process for the appointment and re-appointment of members to Boards and Commissions and making the appointments in January of each year. He stated they received the required information from the City Secretary regarding terms that are expiring, and people who would like to be re-appointed. Mr. Mattis stated that one of the issues used to be that staff would have recommendations and list those names on the agenda and that would not be done anymore. He stated this item would be on the January agenda for action.

CITY COUNCIL MEETING MINUTES
December 4, 2018- Page 4
CITY ANNEX COUNCIL CHAMBERS

2. Review and Discussion of City Council Meeting Schedule through January.

City Manager Thomas Mattis brought up for discussion the City Council meeting schedule and stated the first Tuesday in January was New Year's Day so if they moved the meeting to the 8th there would still be time to have a second meeting in January.

Council Member Penson moved to reschedule the January 1st meeting to January 8th. Council Member Thomas seconds the motion. Motion carried 8-0.

3. Consider Appointing a Steering Committee to Develop a Historic Preservation Strategic Plan.

City Manager Thomas Mattis stated that this was an ad hoc committee to help guide this Historic Preservation Strategic Plan and that Amy Miller had provided in the packet individuals willing to serve. From the Elgin Historical Association, John Smith; Historic Review Board, Rob Ryland, and Emily Koller; Main Street Board Theresa McShan; Mary Christian Burleson Foundation, John Stabile; and from Bastrop County Historical Commission, Cindye Ginsel.

Council Member Brashar moved to create a Steering Committee to develop a Historic Preservation Strategic Plan and to appoint the members presented. Council Member Penson seconds the motion. Motion carried 8-0.

4. Monthly Departmental Activity Reports - October.

There were no questions or discussion on the monthly reports.

CONSENT AGENDA

1. Consider waiving the Open Container Ordinance on Main Street from Lexington Road to Brenham Street; and on 2nd Street, First Street, Depot Street, Central Avenue, Austin Street, Brenham Street from Main Street to Avenue C; and on Avenue C from Brenham Street to 2nd Street on 2nd Thursdays January 10, February 14, March 14, April 11, May 9, June 13, July 11, August 8, September 12, October 10, November 14, December 12 from 5pm to 8pm for Sip Shop and Stroll.

2. City Council Meeting Minutes - November 6, 2018.

Council Member Brashar moved to approve the Consent Agenda with correction to spelling of her name. Council Member Beyer seconds the motion. Motion carried 8-0.

NEW BUSINESS

1. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS SETTING THE PER DIEM AND RELATED COMPENSATION FOR THE MAYOR AND MEMBERS OF CITY COUNCIL; REPEALING ALL CONFLICTING ORDINANCES; CONTAINING A SEVERABILITY

CITY COUNCIL MEETING MINUTES
December 4, 2018- Page 5
CITY ANNEX COUNCIL CHAMBERS

CLAUSE; DECLARING AN EFFECTIVE DATE AND MAKING CERTAIN FINDINGS
RELATED THERETO

City Manager Thomas Mattis stated that this was an item they had been speaking about for the last few months adjusting compensation levels for the Mayor and Council, which is currently seventy-five dollars a month for the Mayor and fifty dollars a month for the Council. He stated that it had been quite a while since the compensation levels had been adjusted, and at the last meeting Council reviewed the initial proposed ordinance and Council directed some clarification to changes and were included here. He stated that section two of the ordinance originally talked about two hundred dollars a month pay to the Mayor plus fifty dollars a month services allowance and Council decided it would be simpler to consolidate that into two hundred fifty dollars a month, and Council would be one hundred fifty dollars, with these being the changes in the ordinance. He stated that section four which discussed when the compensation would increase, and as shown to say that the increased compensation would begin with the first pay period in June 2019 after the next election. He stated that as the Charter provides citizen's have the power of referendum and can force any ordinance, they do not agree with to go to a vote which is why the Charter stipulates any adjustments in compensation needs to be done by ordinance.

Council Member Bega spoke and restated that she was not opposed to any increase for this Council, but that she personally would not accept the increase and would leave her pay at fifty dollars a month.

Council Member Penson moved to approve the Ordinance as written. Council Member Thomas seconds the motion. Motion carried 7-1 with Council Member Beyer voting against.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS EVIDENCING INTENT TO
REIMBURSE EXPENDITURES WITH PROCEEDS OF DEBT, AND MAKING CERTAIN
FINDINGS RELATED THERETO

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

3. (Discussion Only) AN ORDINANCE ESTABLISHING AND REGULATING A TRUCK
TRAFFIC ROUTE WITHIN THE CITY OF ELGIN, TEXAS; PROHIBITING TRUCK
TRAFFIC ON LOOP 109/MAIN STREET; PROVIDING PENALTIES FOR THE VIOLATION
THEREOF BY A FINE OF NOT MORE THAN \$500; AND PROVIDING FINDINGS OF FACT;
REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT
THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

CITY COUNCIL MEETING MINUTES
December 4, 2018- Page 6
CITY ANNEX COUNCIL CHAMBERS

City Manager Thomas Mattis stated this was an item discussed in detail at the last meeting about a possible development of a truck route and preventing trucks from traveling down through Main Street and keeping them on 290. He stated Council does have the ability to restrict truck traffic even though it is a state highway, and that there was a procedural process to go through with TXDOT and Department of Motor Vehicles to get their approval for the truck route. He stated once that is approved Council will need to pass an ordinance to formally designate and to make it lawful to restrict traffic in that way. He stated the process of finalizing the details on the exhibit was ongoing, and ultimately Council would have to pass an ordinance similar to the one to be discussed this evening. H stated it was not ready for adoption and that there were some details that they needed to talk about now. He stated the basic guidelines from TXDOT for establishing a truck route in their manual and he felt the City would have no problem complying with each of the segments by requiring the trucks to stay on 290. Mr. Mattis stated he requested information from TXDOT and used information he received to draft an ordinance. Mr. Mattis stated he just needed to know going forward if this was the right path and that he would continue to accept their feedback and work on making the submission as soon as possible.

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS RESCINDING ANY PREVIOUS ORDINANCE, RESOLUTION, ORDER, OR DECREE THAT AUTHORIZED THE TAXATION OF FREEPORT GOODS AND GRANTING A FREEPORT TAX EXEMPTION; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SELECTION AND AWARD OF A CONTRACT FOR THE CONSTRUCTION OF THE 2018 UTILITY IMPROVEMENTS PROJECT (TXCDBG CONTRACT NO. 7218012) TO BLACKROCK CONSTRUCTION TEXAS, LLC DBA BRCT, LLC; AND AUTHORIZING THE CITY MANAGER AND/OR THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE TO EXECUTE THE CONTRACT.

Council Member Penson moved to approve the Resolution adding 25% allowance for change orders. Council Member Brashar seconds the motion. Motion carried 8-0.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENGAGEMENT LETTER WITH LLOYD GOSSELINK ROCHELLE & TOWNSEND OF AUSTIN, TEXAS FOR LEGAL SERVICES RELATING TO THE CITY'S PROTEST OF THE LOWER COLORADO RIVER AUTHORITY PUMPING

CITY COUNCIL MEETING MINUTES
December 4, 2018- Page 7
CITY ANNEX COUNCIL CHAMBERS

PERMIT APPLICATION BEFORE THE LOST PINES GROUNDWATER CONSERVATION DISTRICT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

ANNOUNCEMENTS

Mr. Mattis mentioned the Christmas party on Friday.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 8:18 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

DEPARTMENT: Community Development Department / Utilities Department

PROPOSED ACTION: Authorize submission of a grant application for the 2019-2020 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) program of the Texas Department of Agriculture for water system improvements.

BACKGROUND: The City of Elgin plans to apply for a grant from the 2019-2020 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) program of the Texas Department of Agriculture. The water system improvement project is to expand an existing water line that runs from FM 1704 to Hwy 95 South along Fisher Street. This project meets the grant requirements and is expected to score well. This expansion will improve services in the immediate area.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Authorize submission of a Texas Community Development Block Grant program application to the Texas Department Of Agriculture for the Community Development Fund; and authorizing the city manager to act as the city's executive officer and authorized representative in all matters pertaining to the city's participation in the Community Development Block Grant Program.

ATTACHMENTS:

Proclamation

- { } 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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of the City of Elgin desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Elgin to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$300,000.00 of grant funds to carry out water system improvements.
4. That the City directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City of Elgin is committing \$60,000.00 from its Utility Fund as a cash contribution toward the activities of this project.

Passed and approved by the City Council of the City of Elgin this 8th day of January, 2018.

ATTEST:

Chris Cannon
Mayor

Amelia Sanchez
City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A Resolution Authorizing the Mayor to sign a resolution supporting the submission of a grant application by the Elgin Police Department for the SB-12 Rifle-Resistant Body Armor Grant to the Office of the Governor.

DEPARTMENT: Police

PROPOSED ACTION: Discussion of Resolution and signature by the Mayor.

BACKGROUND: Since SB-12 was passed in 2017 by the Texas Legislators, the Elgin Police Department applied for and was approved to purchase 20 Rifle-Resistant Body Armor vests (1 vest for each officer to carry at all times). The new grant cycle opened on 12-28-2018 and the Police Department is in need of five additional Rifle-Resistant vests because of added personnel. Having Rifle-Resistant vests issued to our officers from a state grant our officers will have more protection to stop rifle ammunition. Securing grant funds will give Officers some added comfort and will increase the probability of them returning home with their families.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of council and signature by the Mayor.

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.

RESOLUTION NO. 12-18

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

WHEREAS, The City of Elgin finds it in the best interest of the citizens of Elgin, Texas, that the Rifle-Resistant Body Armor Grant be operated for 2019; and

WHEREAS, The City of Elgin agrees that there are no matching funds for the said project; and

WHEREAS, The City of Elgin agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Elgin assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Elgin designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Elgin approves submission of the grant application for the Rifle-Resistant Body Armor Grant to the Office of the Governor.

Passed and approved this day of , 2019

Grant Number: 3725401



Chris Cannon, Mayor
City of Elgin, Texas

ATTEST:



Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Authorize the City Manager to negotiate a contract for engineering services with the highest ranked firm, TRC, from proposals submitted for the 2019-2020 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) program of the Texas Department of Agriculture.

DEPARTMENT: Community Development

PROPOSED ACTION: Authorize the City Manager to negotiate a contract for engineering services with the highest ranked firm from proposals submitted for the 2019-2020 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) program of the Texas Department of Agriculture.

BACKGROUND: The City of Elgin requested qualification proposals for engineering services for the 2019-2020 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) program of the Texas Department of Agriculture to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. These services are being solicited to assist the City in its application preparation and project implementation of a TxCDBG contract, if awarded, to support water system improvements in the City of Elgin. The city of Elgin received a proposal from TRC Engineering which was reviewed and scored by the review committee. TRC Received 99 out of 100 points.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Authorize the City Manager to negotiate a contract for engineering services with TRC for the 2019-2020 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) program of the Texas Department of Agriculture.

ATTACHMENTS:

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing a Development and Consent Agreement between the City and Texas Bridle Trails, LLC and Brickston Municipal Utility District

BACKGROUND:

Discussed at previous meetings; Texas Bridle Trails (“TBT”) previously executed a Letter of Intent with the City Manager proposing the development of 650 +/- acres of land within City’s ETJ.

Previously known as "Heritage Lakes", TBT intends to develop the property as "Brickston", a master-planned, mixed-use community with park and recreational facilities to serve the community. Brickston will include commercial sites; as well as land sites for public safety and public school facilities.

Following a due diligence process by both TBT and the City, staff is recommending a Development and Consent Agreement, that shall be binding upon TBT and the associated Brickston MUD. ,

As the project constitutes a substantial area that will be developed in phases under a master plan, it is in the mutual interests of TBT and the City to enter into this Agreement, which will provide an alternative to the typical regulatory process, encourage innovative master-planning, provide certainty of regulatory requirements, and result in a quality development project.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution authorizing a Development and Consent Agreement between the City and Texas Bridle Trails, LLC and Brickston Municipal Utility District; and routine direction to staff, if any.

ATTACHMENTS:

Development and Consent Agreement among the City of Elgin, Texas Bridle Trails, LLC and Brickston Municipal Utility District

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City Manager previously executed a Letter of Intent (LOI) with Texas Bridle Trails LLC in support of a conceptual plan for the development of certain real property on USHwy290 within the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, the LOI contemplated a project whereby Texas Bridle Trails LLC would construct a master-planned, mixed-use residential project that will also include commercial uses, parks, and recreational facilities to serve the community; and,

WHEREAS, the city staff is now recommending authorization of a Development and Consent Agreement, that shall be binding upon the Texas Bridle Trails LLC and the accompanying Brickston Municipal Utility District; and,

WHEREAS, the City Council have found and determined that the proposed Development and Consent Agreement with Texas Bridle Trails LLC and Brickston Municipal Utility District will further the public interest and welfare, and is necessary to promote opportunities for much needed new affordable housing.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Development and Consent Agreement* with Texas Bridle Trails LLC and the Brickston Municipal Utility District, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 8th day of January, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

DEVELOPMENT AND CONSENT AGREEMENT

AMONG

CITY OF ELGIN, TEXAS,

TEXAS BRIDLE TRAILS, LLC

AND

BRICKSTON MUNICIPAL UTILITY DISTRICT

DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development and Consent Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”) and **Texas Bridle Trails, LLC** (the “Developer”). The **Brickston Municipal Utility District** (“District”), which is a municipal utility district to be created, will join this Agreement as set forth below and after such joinder shall become a party to this Agreement.

INTRODUCTION

The Developer currently owns 448.3 acres of land labeled as Tract 1 in **Exhibit A**, attached hereto and made a part hereof. The Developer has an option to purchase for development an additional 193.16 acres labeled as Tract 2 on **Exhibit A**.

The Developer intends to develop the land set forth on **Exhibit A** as a master-planned, mixed-use residential community that will also include commercial uses and park and recreational facilities to serve the community. Because the Property, as hereinafter defined, constitutes a significant area that will be developed in phases under a master development plan, the Developer and the City wish to enter into this Agreement, which will provide an alternative to the City’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

The Developer and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit B**, attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties’ contract as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City’s ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Additional Property: Approximately 185.75 acres of undeveloped land described as Tract 2 in **Exhibit A**, being located in the City’s extraterritorial jurisdiction, as well as any other

property acquired by the Developer and made subject to this Agreement pursuant to Section 2.01 hereof.

Agreement: This Consent Agreement between the City, Developer, and, upon joinder, the District.

City: The City of Elgin, Texas, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas.

City Manager: The City Manager of the City.

Commission or TCEQ: The Texas Commission on Environmental Quality or its successor agency.

Concept Plan: The concept plan for the Property shown in **Exhibit C**, attached hereto and made a part hereof, and which may be amended from time to time in accordance with this Agreement.

County: Travis County, Texas.

Developer: Texas Bridle Trails, LLC, or its successors and assigns under this Agreement.

District: Brickston Municipal Utility District, a political subdivision of the State of Texas, to be created over the Property with the consent of the City, provided in this Agreement.

Effective Date: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

Interceptor Lines: That portion of the wastewater system contemplated herein that connects the WWTP to the edge of the Property, but which does not include any portion of the lines lying within the Property.

Manor Property: Approximately 11.89 acres of undeveloped land located in the extraterritorial jurisdiction of the City of Manor, Texas, and being shown as a hash-marked 4.48-acre tract and a hash-marked 7.41-acre tract each labeled “in Manor ETJ” on **Exhibit A**.

Property: Approximately 448.3 acres of undeveloped land described as Tract 1 on **Exhibit A**, being partially located in the City’s extraterritorial jurisdiction and partially located outside the municipal boundaries or extraterritorial jurisdiction of any city, as well as any Additional Property that may be purchased by the Developer.

Temporary WWTP: 100,000 gallon per day temporary wastewater treatment plant constructed solely to serve the Property.

WWTP: 1.5 million gallon per day (MGD) wastewater treatment plant.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Project Description. The Developer proposes to construct a mixed-use, multi-phase project (the “Development”) over the Property that is projected to include approximately 1,909 single family residential units, 112 duplex units, and 476 multi-family units, for a total of 2331 living unit equivalents (“LUEs”). The Development will also include (i) over 96 acres of public parkland and/or open space, (ii) approximately 17 acres devoted to public schools and/or public safety services, and (iii) approximately 22 acres of land designated for commercial uses.

Section 2.02 Additional Property. To the extent the Developer, its successor or assign, or an affiliated entity of the Developer, acquires the Additional Property or any portion thereof, Developer shall provide notice to the City of such acquisition, accompanied by a legal description, and such Additional Property shall (i) be considered a part of the Property and subject to this Agreement, without the necessity of amending this Agreement, and (ii) be subject to and developed in accordance with the specifications of this Agreement. Upon such acquisition, Developer may cause to be recorded in Travis County records a memorandum of this Agreement, incorporating the description of the Additional Property affected.

Section 2.03 Extraterritorial Annexation.

(a) **Manor Property Annexation.** The Developer owns approximately 4.48 acres located within the extraterritorial jurisdiction of the City of Manor and has an option to purchase 7.41 acres also located in the extraterritorial jurisdiction of the City of Manor, each of which are shown with hashmarks on **Exhibit A** (the 4.48 acre tract and 7.41 acre tract being collectively referred to as the “Manor Property”). It is the intention of the Developer to petition the City of Manor for the de-annexation of the Manor Property from the Manor extraterritorial jurisdiction and to petition the City for the annexation of the Manor Property into the extraterritorial jurisdiction of the City. Upon the annexation of all or any portion of the Manor Property into the City’s extraterritorial jurisdiction, the Developer will petition the District for the inclusion of such portion of the Manor Property into the District. Upon inclusion of such portion of the Manor Property in the District, that portion shall become a part of this Agreement. However, should all or any portion of the Manor Property not be removed from Manor’s extraterritorial jurisdiction, that portion shall not be included in or made a part of this Agreement.

(b) **City Consent to Inclusion of Property.** The City hereby agrees to consent to the inclusion of the Manor Property in the District as set forth in Section 5.01 below, whether the Developer requests the City’s consent for the inclusion of the Manor Property with its original consent for the creation of the District or at a later time.

(c) **County Property Annexation.** Tract 1 of the Property includes approximately 116.25 acres that lie outside of any city’s municipal boundaries or extraterritorial jurisdiction (“County Property”). The Developer agrees to petition the City for the inclusion of the County Property into the extraterritorial jurisdiction of the City.

(d) Previous Annexation Development Agreement. It is understood that all or a portion of the Additional Property may be covered by that certain Annexation Development Agreement dated May 29, 2015 and recorded as Instrument No. 2015084294 of the Official Public Records of Travis County, Texas (“Annexation Agreement”). The Parties agree and acknowledge that the inclusion of the Additional Property in this Agreement is dependent upon the complete release of the Annexation Agreement. The City agrees to fully cooperate in securing the complete release of the Annexation Agreement, including executing any document to that effect.

Section 2.04 Wastewater Treatment Plant (WWTP).

(a) WWTP Construction. The Developer and the City agree that the construction of a Temporary WWTP and a new WWTP will be required to serve the Development and that the construction of such WWTP will occur in multiple phases to accommodate growth, as set forth below. The Developer on behalf of the District and the City will each pay a pro-rata share of all costs associated with the construction of the WWTP and all appurtenances. While such costs shall be shared on a pro-rata basis, the City shall bear the responsibility of the actual design, permitting, and construction of the WWTP, and the Developer on behalf of the District shall bear the responsibility of the actual design, permitting, and construction of the Interceptor Lines connecting the WWTP to the Property. The City, if requested by the District or Developer, shall use its powers of eminent domain to assist the Developer and/or District in acquiring the land or easement rights necessary for the Interceptor Lines.

The proposed phasing plan for the construction of the WWTP and service to the Development shall be as follows:

<u>Phase</u>	<u>Capacity</u>	<u>Description</u>	<u>City Share of Capacity</u>
Phase 1*	Up to .1 MGD	Interim On-Site	N/A
Phase 2A	0.2 MGD	At City Facility	N/A
Phase 2B	0.75 MGD	Expansion at City Facility	0.18 MGD
Phase 2C	1.5 MGD	Final Expansion	0.75 MGD

* Phase 1 shall consist of an interim temporary facility within the District, leased (or owned) and operated by the District, to allow the first phases of development to commence while the WWTP site and easements for the Interceptor Lines are obtained and the WWTP permit and design are processed through the TCEQ.

(b) WWTP Construction Costs Payment. The Developer and/or the District will be responsible for all the costs to design, construct, own and operate the Phase 1 Temporary WWTP. The permanent WWTP, also known as the Phase 2A 0.2 MGD wastewater facility, will be constructed at the location of the existing 1.5 MGD WWTP. Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum regarding “City of Elgin Wastewater Treatment Plant No. 2”, dated November, 2018 from TRC Solutions (the “City Engineer”), it is estimated that the required WWTP capacity to serve the Development at full

build-out will be 0.57 MGD. The 0.57 MGD of which the Phase 2A .2 MGD is inclusive and not in addition to the .57, is the prorata share of the WWTP attributable to the Development and payable by the Developer and/or District. .

The Developer and/or the District will participate in the pro-rata costs of the WWTP site. The District and/or Developer is also responsible for all costs for the Interceptor Lines and associated easements for the Interceptor Lines. Provided, however, that the City is responsible for additional costs for capacity over 0.57 MGD as described in this paragraph below.

Further expansions will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants; specifically, the parties agree and acknowledge that they shall not be required to commence the planning, permitting, or construction of a new phase of this Project until and unless required by 30 TAC § 305.126 or other applicable TCEQ rules. The City reserves the option to design and construct the WWTP and the Interceptor Lines with capacity to serve 1.5 MGD. All additional costs to construct the WWTP and the Interceptor Lines with capacity over 0.57 MGD shall be the sole responsibility of the City. Wastewater capacity up to 0.57 MGD in the WWTP will be reserved for and allocated to the Developer, on behalf of the District.

The Developer's portion of the costs for the permanent WWTP construction shall be paid in accordance with the schedule set forth as **Exhibit D**. During such period, Developer shall provide to the City a cash deposit, letter of credit, bond, or other security in an amount reasonably determined by the City to be sufficient to guarantee (i) during Phase 2A, payment of the Developer's pro rata share of costs to complete Phase 2A, and (ii) during Phase 2B, payment of the Developer's pro rata share of costs to complete Phase 2B. Upon completion of the Phase 2A improvements and acceptance of those improvements by the City and TCEQ, any form of security granted for Phase 2A shall be completely released and returned to Developer. The City's acceptance of the 2A improvements shall not be unreasonably withheld, conditioned, or delayed. The security for Phase 2B shall be separate and apart from the security from Phase 2A and will not be posted until immediately prior to the commencement of construction on Phase 2B. Upon completion of the 2B improvements and acceptance of those improvements by the City and TCEQ, any form of security granted for Phase 2B shall be completely released and returned to Developer. The City's acceptance of the 2B improvements shall not be unreasonably withheld, conditioned, or delayed. Payments made pursuant to the schedule set forth in **Exhibit D**, whether during Phase 2A or Phase 2B, shall entitle the Developer or the District to an automatic reduction in the amount of the deposit, letter of credit, bond or other security, which automatic reduction shall be set forth clearly in the security instruments.

(c) **WWTP Plans**. The WWTP will be designed by the City Engineer, or such other engineer as is selected by the City and approved by the Developer, such approval not to be unreasonably withheld, conditioned, or delayed. Upon completion of the preliminary plans and specifications for the WWTP (the "WWTP Plans"), the City Engineer will submit a set of the WWTP Plans to the Developer and, if fully created at the times the WWTP Plans are completed, the District, for review and approval. The Developer and, if appropriate, the District agree to review the WWTP Plans and either approve them or provide written comments specifically identifying any required changes within thirty (30) days of receipt. If Developer or, if appropriate, the District, fails to either approve the WWTP Plans or provide written comments

within this thirty (30)-day period, the WWTP Plans will be deemed approved by the party failing to respond. No changes that would adversely affect the capacity to be allocated to and reserved for Developer, on behalf of the District, may be made to the WWTP Plans unless the changes are submitted to Developer and, if appropriate, the District, which will have the same review and approval rights as provided above. The approval of the Developer or the District will not be unreasonably withheld. The Developer, or the Developer on behalf of the District, will reimburse the City for its pro-rata share of the cost of the WWTP Plans within thirty (30) days of the City's written request. The City may make such request for reimbursement from the Developer for one-half of such cost when the plans are 50% complete and for the remainder of the cost when the plans are 100% complete.

(d) Construction Schedule. The City will proceed with the design of, easement acquisition for, and construction of the WWTP in accordance with the construction schedule attached as **Exhibit E**, subject, however, to reasonable extensions of time due to force majeure or mutual agreement by the parties. It is understood and agreed that the Phase 1B 0.2 MGD plant shall not be required to be planned, permitted, or constructed until the interim Phase 1A plant has reached the capacity limits set forth in 30 TAC § 305.126. The City acknowledges that the Developer is relying on service being available to the Property in accordance with such construction schedule and agrees that wastewater service will be made available on or before the date specified in **Exhibit E**.

(e) Bidding and Contract Award. The contract for construction of the WWTP will be advertised for bid by the City in accordance with all applicable legal requirements, including Chapter 252, Texas Local Government Code and awarded by the City to any responsible person or persons that, in the City's judgment, will be most advantageous to the District and result in the best and most economical completion of the District's proposed plants, improvements, facilities, works, equipment, and appliances. The City agrees also to follow the TCEQ bidding procedures applicable to Conservation and Reclamation Districts, including Texas Water Code Chapter 49, Subchapter I, and all other applicable regulations such that the Developer's rights to reimbursement through the District remain intact.

(f) Construction. The WWTP will be constructed in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The Developer or the District may, at its own expense, inspect the construction at any time or phase during the construction.

(g) Status Reports. The City Engineer will provide the Developer and the City with monthly construction status reports.

(h) Ownership of Facilities. Upon completion, the WWTP and Interceptor Lines shall be owned by the City. However, 2331 LUEs of capacity in the WWTP and Interceptor Lines will be owned by Developer, on behalf of the District, and capacity sufficient to serve the Development shall be irrevocably and permanently reserved for and committed to the Developer, on behalf of the Districts. The Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of the Developer upon written notice to the City. The Developer or District may transfer such capacity to an unaffiliated third party

transferee with the consent of the City, which consent may not be unreasonably withheld, conditioned, or delayed.

(i) City Pass Through Use of Wastewater Mains. The wastewater mains within the District are currently designed for the maximum capacity needs of only the Property. The City shall have the right to request that the wastewater mains within the District be oversized to allow the City to serve its customers outside of the District, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the District. In such case, the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of District improvements. Further, in the event of any oversizing, the City shall be responsible for metering the flows received from City customers and subtracting such flows from flows received into the downstream City system from the District. The costs of installation, maintenance, monitoring, servicing, and upgrading any meters to measure the flow of City customers shall be borne by the City. The Developer shall have the right to inspect such meters or to use its own metering equipment to verify the flow from City customers at any time.

2.05 Master Development Fee.

(a) Master Development Fee. As consideration for this Agreement, Developer agrees to pay the City a master development Fee of \$3,995,200, partially out of the proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 2.05(c) below. The District, however, shall not be obligated to issue bonds and shall not issue bonds until such time as the assessed value of the Property supports such issuance and the District's financial advisor advises the District that issuing bonds is economically feasible.

(b) Master Development Fee Payments. The Master Development Fee will be made in installments. After the District issues its first series of bonds, ten percent (10%) of the bond reimbursement received by the Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, the Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer's receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances shall be due to the City. Regardless of the timing of the District's bond issuances or timing of payment by the Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee amount of \$3,995,200.

(c) Advance Payments. The initial \$600,000 of the Master Development Fee shall not be paid for from bond proceeds, but shall be paid in three (3) annual cash installments of \$200,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent \$200,000 payments shall be due and owing on the same day of each year thereafter. Each \$200,000 payment shall be credited against the \$3,995,200 Master Development Fee. These advance payments shall be in place of the initial \$600,000 payments that would be made out of bond

proceeds, such that the Developer shall not be required to pay the ten percent (10%) payment described in Subsection 2.05(b) on the initial \$6,000,000 of bonds issued.

ARTICLE III

WATER AND WASTEWATER SERVICE

3.01 Water Utility Provider. The Property is located within the water certificate of convenience and necessity (“CCN”) held by Aqua Water Supply Corporation (“Aqua”). Retail water service to the Property shall be provided by Aqua. Notwithstanding the above, retail water service may be provided by the City if the portion of the Aqua CCN covering the Property is transferred to the City or state law permits the City the right to assume such jurisdiction.

3.02 Wastewater Service. The City shall be the retail wastewater treatment service provider to the Development. As retail service provider, the City shall operate, maintain, and repair all components of the WWTP and wastewater system. The City may contract with Aqua so that Aqua may provide wastewater billing services within the District with Aqua’s water billing services. The rates charged by the City within the Development shall be the same as the rates charged by the City to its in-city customers. The City agrees to enter into a retail wastewater treatment service agreement with the District with the following terms:

- (a) The City will provide or contract for the provision of retail wastewater utility services to the District sufficient to serve the land uses shown on the Concept Plan. The rates charged by the City shall be the same as those charged by the City to in-City customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, this Agreement does not prevent District customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.
- (b) The City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by customers within the District. The City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City. The City may limit service to the District in the same manner and to the same extent that service is limited inside the City limits.
- (c) The District will have guaranteed reservation and ownership of capacity in the City’s wastewater utility system as set forth elsewhere in this Agreement.
- (d) If necessary, the Developer will provide easements within the area of the District for all District master meters in accordance with City Ordinance requirements. Master meters shall be installed to measure District wastewater flows. In the event wastewater mains enter the District from other City service areas, master meters will be installed at both ends of the system serving the District so that the differential flows will be measured to determine flows from District customers. The Developer and/or District shall not be required to provide easements outside the area of the District.

The agreement may include other standard terms contained in City retail wastewater treatment service agreements that are not in conflict with the terms set forth above.

ARTICLE IV CONCEPT PLAN

Section 4.01 Phased Development. Developer intends to develop the Property in phases. Portions of the Land not under active development may remain in use as income-producing agricultural lands or as open space land.

Section 4.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval. The Developer shall provide to the City a copy of the engineering study that determines the location of the 100-year floodplain for the Property as of the date of the study.

Section 4.03 Development Review and Approval; Moratorium.

(a) City Review of Development. It is the parties' mutual intention that the City will have the sole responsibility for review and approval of all construction plans, development plans, preliminary plans, and subdivision plats within the Property.

(b) Moratorium. The parties acknowledge that the construction and funding of the utility and other improvements contemplated herein represent a significant investment by the Developer in the City's infrastructure. In exchange for this investment, the City agrees that any moratorium the City may impose on development or construction, whether it be imposed through the non-issuance of building permits or otherwise, shall not apply to the Property.

Section 4.04 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

Section 4.05 Amendments. Due to the fact that the Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Land will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Land (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan

or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development. Such an increase of up to five percent (5%) of the currently-planned unit count shall result in an increase of the Master Development Fee provided for in Section 2.04 hereof of \$1,600 per unit, payable as provided for in Section 2.04.

ARTICLE V CREATION OF DISTRICT

Section 5.01 Consent to Creation of District. The City acknowledges receipt of Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. On the Effective Date, the City has approved the resolution substantially similar to the form attached as **Exhibit F** consenting to the inclusion of all of the Property within the proposed District and the creation of the District.

Section 5.02 Annexation. The City agrees that it will not annex the District until: (i) Developer has been reimbursed by the District for the water, wastewater, roadway and drainage facilities and all related costs in accordance with the rules of the Commission or other laws of the State of Texas or (ii) the City has expressly assumed the obligation to reimburse Developer for all costs of the water, wastewater, roadway and drainage facilities and all related costs.

ARTICLE VI DEVELOPMENT MATTERS

Section 6.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide "bundled" utilities within the Land.

Section 6.02 Fire Protection Services. The City and the Developer understand and acknowledge that an emergency services district ("ESD") exists which includes all of the Land. The District and the Developer agree to cooperate with the ESD to provide fire protection services to the Land.

Section 6.03 Permitted Variances to City Development Requirements. In order to facilitate the development of the Property, the City agrees to provide variances to certain development requirements set forth by City ordinance. No other action will be required on the part of the Developer to obtain such variances or initiate subdivision plat approvals that vary from the City's development requirements, to the extent any variance is in conformity with **Exhibit G**, attached hereto and made a part hereof.

ARTICLE VII PARK AND RECREATIONAL AMENITIES

Section 7.01 Parkland. The Developer agrees that the public park and public open space land shown on the Concept Plan will be dedicated to the District or another governmental agency. The City agrees that Developer will receive a 100% credit for such dedication against the City's parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required.

ARTICLE VIII AUTHORITY AND VESTING OF RIGHTS

Section 8.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 402.104, Texas Local Government Code and Section 212.172 of the *Texas Local Government Code*, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Agreement to guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Land. A memorandum of this Agreement may be filed by the Developer in the real property records of Travis County covering (i) Tract 1, on the signing of this Agreement, and (ii) Tract 2, upon the acquisition of such tract by the Developer.

Section 8.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE IX TERM, ASSIGNMENT AND REMEDIES

Section 9.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

Section 9.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City

and Developer and, following creation of the District, the District, and may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and the owners of the portion of the Land affected by the amendment or termination and, following creation of the District, the District containing such portion of the Land. If the District is not created within five (5) years after the Effective Date of this Agreement, then the City shall have the option of terminating this Agreement and retaining any payments previously received by the City.

Section 9.03 Assignment.

(a) This Agreement, and the rights of Developer hereunder, may be assigned by Developer, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to all or a portion of the Property, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land.

Section 9.04 Remedies.

(a) If the City defaults under this Agreement, Developer may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City's consent to the creation of the District.

(b) If Developer defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer. If Developer fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the

Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City's consent to the creation of the District.

(c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

Section 9.05 Cooperation.

(a) The City and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire from Travis County in order to avoid the duplication of facilities or services in connection with the development of the Property.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

**ARTICLE X
LIMITED PURPOSE ANNEXATION**

Section 10.01. Developer and/or the District agree to enter into a Strategic Partnership Agreement with the City pursuant to Section 43.0751 of the Texas Local Government Code, which will allow the City to annex for limited purposes any commercial property within the District.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

Section 11.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY: City of Elgin
PO Box 591
Elgin, Texas 78621
Attn: City Manager

With Required Copy to: Charlie Crossfield

Sheets & Crossfield
309 E. Main Street
Elgin, Texas 78664-5264

DEVELOPER: Texas Bridle Trails LLC
Garrett Rajkovich
6475 Camden Ave #202
San Jose, California 95120

With Required Copy to: Ranch Road Development
Scott Miller
3951 Hwy 71 Bldg. A
Bastrop, Texas 78602

With Required Copy to: Winstead PC
Attn: Ross Martin
2728 N. Harwood St., Ste. 500
Dallas, Texas 75201

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 11.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 11.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 11.04 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 11.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 11.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 11.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

Section 11.08 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term “force majeure” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Section 11.09 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Depiction of the Property

Exhibit B - Form of District Joinder

Exhibit C - Concept Plan including Boundary Roads and Arterials

Exhibit D - Payment Schedule

Exhibit E - Construction Schedule

Exhibit F - Form of Consent Resolution of the City

Exhibit G - Permitted Variances to City Development Requirements

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

(signatures on the following page)

CITY OF ELGIN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

 This instrument was acknowledged before me on _____, 2018, by
_____, _____ of the City of Elgin, Texas, a home-rule city on behalf
of said City.

Notary Public Signature

(Seal)

TEXAS BRIDLE TRAILS, LLC

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2018, by
_____ on behalf of Texas Bridle Trails, LLC.

Notary Public Signature

(Seal)

**EXHIBIT “A”
THE PROPERTY**

**EXHIBIT “B”
FORM OF DISTRICT JOINDER**

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Joinder Agreement”), dated as of _____, 201_, is executed by BRICKSTON MUNICIPAL UTILITY DISTRICT (“District”), in connection with that certain Consent Agreement (the “Consent Agreement”) entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas (the “City”) and TEXAS BRIDLE TRAILS, LLC, a Texas limited liability company, dated effective as of _____, 2018. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with the third introductory paragraph of the Consent Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Consent Agreement. Accordingly, the District hereby agrees as follows with City and Owner:

1. The District acknowledges and confirms that it has received a copy of the Consent Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Consent Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Consent Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Consent Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Bastrop County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

BRICKSTON MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____

**EXHIBIT “C”
CONCEPT PLAN**

**EXHIBIT “D”
PAYMENT SCHEDULE FOR WWTP**

Upon contract award:	25%
Upon 25% completion:	25%
Upon 75% completion:	25%
Upon substantial completion:	25%
Upon acceptance of WWTP by the City	Any remaining amount still due the City

EXHIBIT “E”
CONSTRUCTION SCHEDULE

EXHIBIT “F”
FORM OF CONSENT RESOLUTION OF THE CITY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS,
CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE
KNOWN AS BRICKSTON MUNICIPAL UTILITY DISTRICT**

WHEREAS, the City of Elgin has received a Petition for Consent to Include Land In A Municipal Utility District, dated _____, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the City wishes to evidence its support for the creation of the Brickston Municipal Utility District (“District”) within its extraterritorial jurisdiction by special act of the 86th Texas Legislature.

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

SECTION 1. That the City Council of the City of Elgin (“City”) hereby grants its consent to and permission for the creation of the District by special act of the 86th Texas Legislature or through other means within its extraterritorial jurisdiction which is described more fully as Tract 1 in the field notes attached to Exhibit “A”, and the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

SECTION 2. That the City Council of the City of Elgin acknowledges that Tract 2 of Exhibit “A” will be added to the District at a later date. As such, the City Council of the City of Elgin further consents to the annexation of Tract 2 of Exhibit “A” to the District. No further consent from the City of Elgin will be required to annex Tract 2 of Exhibit “A”.

SECTION 3. That the City Council of the City of Elgin further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its extraterritorial jurisdiction and that while the City consents to the creation of the District, it does not release the area within the District from its extraterritorial jurisdiction.

SECTION 4. That this resolution take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Elgin, Texas, on the ____the day of _____, 201__.

Mayor-at-Large Chris Cannon

ATTEST:

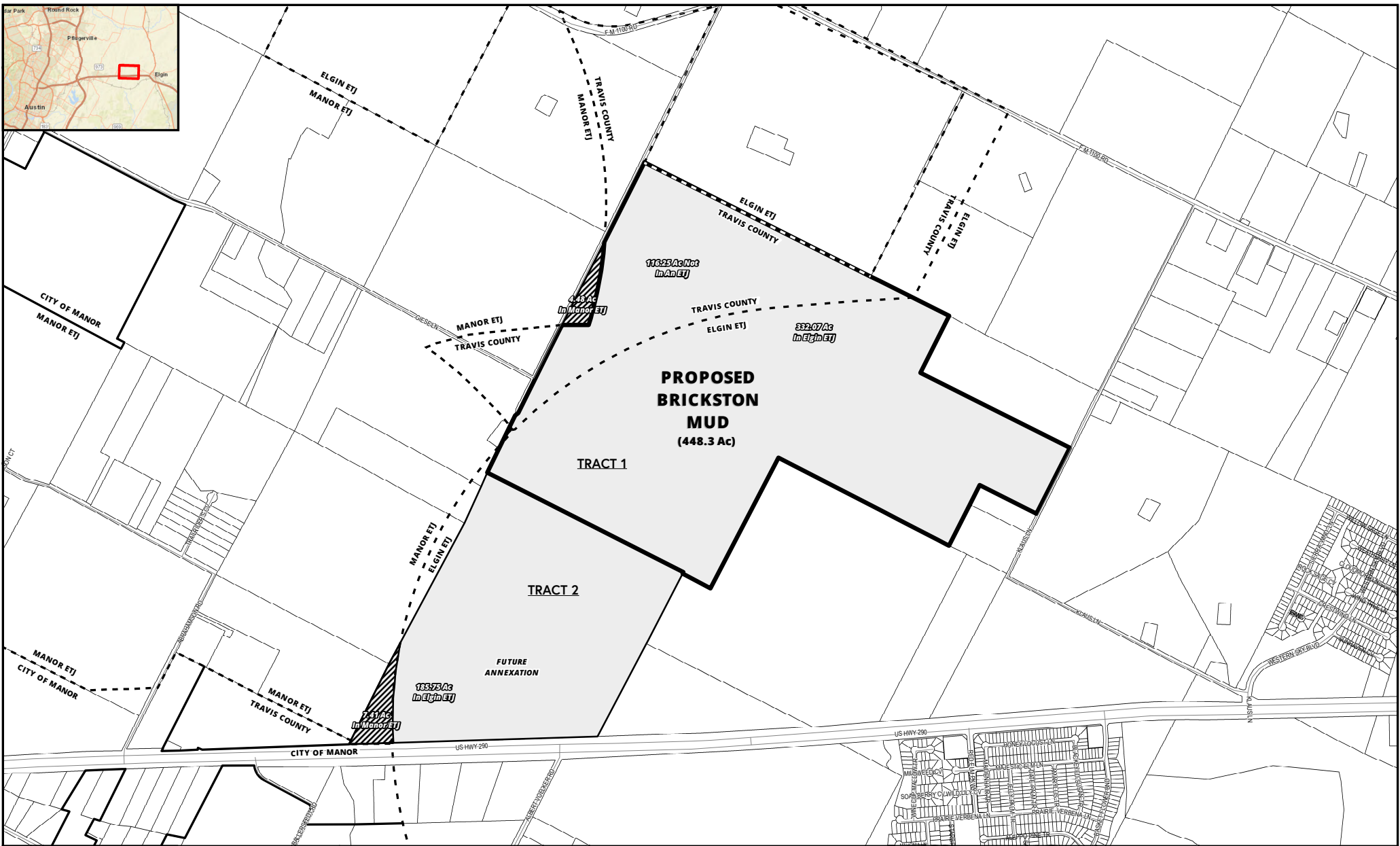
APPROVED:

Amelia Sanchez
City Secretary

City Attorney

[Petition for Consent to be attached as exhibit to final Consent Resolution]

EXHIBIT “G”
PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS





**DOUCET
& ASSOCIATES**
Civil Engineering • Planning • Geospatial

74018 Hwy. 71 West, Suite 140, Austin, TX 78735
Tel. 512.583.2600
www.DoucetEngineers.com



**RANCH ROAD
DEVELOPMENT**

EXHIBIT A

Brickston | Elgin, TX

Date: 11/26/2018 • Data Sourced from Travis CAD, City of Elgin & City of Manor (all jurisdiction lines current as of 11/20/2018) • To scale at 24x36 • All acreages are approximate and based on currently available GIS data

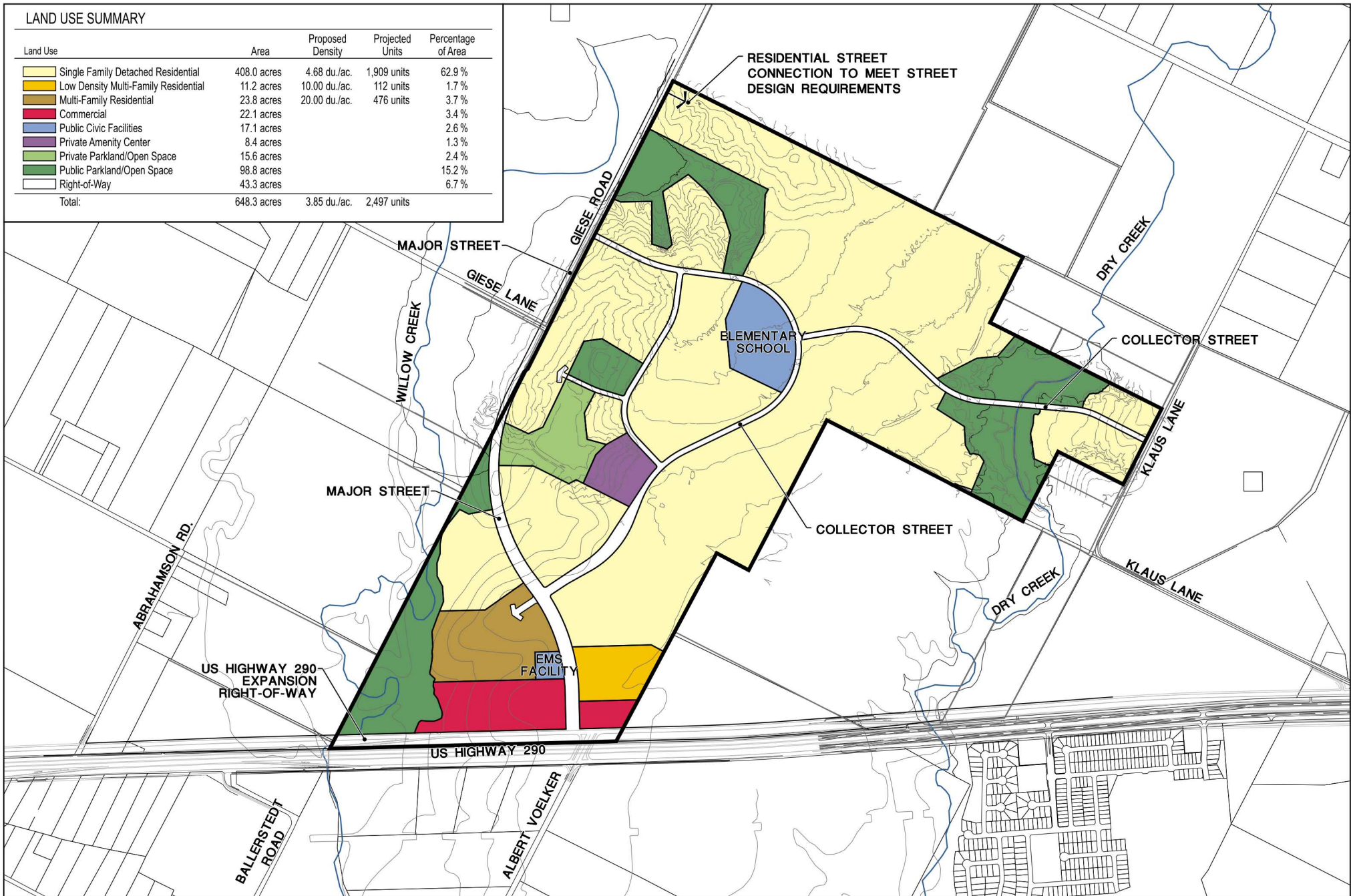


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1in = 500ft

Doucet & Associates has prepared this exhibit for informational purposes only. This has been compiled from various sources and should not be assumed to be a legal description and should not be substituted for an independent survey.
Data is believed to be accurate, but accuracy is not guaranteed. Data has been attempted to ensure that the information contained in this document is accurate. This represents a disclaimer of warranties that the information is complete. Data sources may include, but are not limited to, aerial photography, GIS data, and other sources. The user assumes all responsibility for the use of this information. The user assumes all responsibility for the use of this information. The user assumes all responsibility for the use of this information.

LAND USE SUMMARY

Land Use	Area	Proposed Density	Projected Units	Percentage of Area
Single Family Detached Residential	408.0 acres	4.68 du./ac.	1,909 units	62.9 %
Low Density Multi-Family Residential	11.2 acres	10.00 du./ac.	112 units	1.7 %
Multi-Family Residential	23.8 acres	20.00 du./ac.	476 units	3.7 %
Commercial	22.1 acres			3.4 %
Public Civic Facilities	17.1 acres			2.6 %
Private Amenity Center	8.4 acres			1.3 %
Private Parkland/Open Space	15.6 acres			2.4 %
Public Parkland/Open Space	98.8 acres			15.2 %
Right-of-Way	43.3 acres			6.7 %
Total:	648.3 acres	3.85 du./ac.	2,497 units	



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
1 (512) 246-7703 • F (512) 246-7703
www.secplanning.com • info@secplanning.com

Brickston

Exhibit C
Concept Plan



Scale: 1" = 1400'
Date: December 23, 2018

SHEET FILE: C:\180016-RRDL\Gdfiles\PLANNING\Submittals\Development Agreement\Exhibit C Concept Plan.dwg
This drawing and the design shown are the property of Sun City Texas. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: COUNCIL TO CONSIDER RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ELGIN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019A.

DEPARTMENT: City Manager/Finance and Administration

PROPOSED ACTION: Council to approve Resolution as presented.

BACKGROUND:

The most immediate need for capital financing for the City of Elgin is construction of the 18" raw water transmission line from two wells to the treatment plant. This project will immediately increase the capacity of the Water System to maximize the volume of water that can be made available for current and future customers. It represents over half (almost 60%) of total funding available for this portion of the issue.

While there are other possible capital projects contemplated in the next several years, the transmission line is shovel ready and there are no questions as to the immediate need for these funds. The remaining funds that would be made available are proposed to be used to purchase new systems software; to replace a SCADA System that will no longer be supported after October 2019; and to acquire over 1,400 radio read meters to replace obsolete meters that are over 10 years old.

The other 20% of bond proceeds will be used to supplement CO 2016 funds for expansion of the wastewater treatment plant and/or upgrades and improvements to the collection system.

BUDGET/FINANCIAL IMPACT:

Funding for debt service related to this portion of the bond issue will come from taxes generated by the current debt portion of the total ad valorem tax rate and partially from surplus utility revenue funds.

RECOMMENDATION: Recommended for approval.

ATTACHMENTS: 1.) Resolution authorizing issuance of the bonds. 2.) Public Notice on issuance of the Bonds and 3.) List of projects and estimated costs to be financed from the bond proceeds.

{X} Staff will provide brief comments and answer questions on this item at 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 AUTHORIZING PROCEEDING WITH ISSUANCE OF
CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE
PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ELGIN,
TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF
OBLIGATION, SERIES 2019A**

THE STATE OF TEXAS	§
	§
COUNTIES OF BASTROP AND TRAVIS	§

WHEREAS, the City Council (the "Council") of the City of Elgin, Texas (the "City") has determined it to be in the City's best interest to issue certificates of obligation (the "Certificates") for paying all or a portion of the City's contractual obligations incurred or to be incurred for (i) improvements and extensions to the City's water and sewer system; (ii) acquisition of a comprehensive upgrade to software systems utilized by the City; (iii) replacing the monitoring and control system for the City's water and sewer treatment plants, (iv) acquisition of radio read meters for the City's water and sewer system; and (v) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum aggregate principal amount not to exceed \$4,200,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.41 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved with such changes as approved by the City Manager.

2. Bond Counsel for the City, shall cause the notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, on the same day in each of two consecutive weeks, the date of the first publication to be at least 31 days prior to the time set for the order authorizing issuance of the Certificates as shown in the notice.

3. This Resolution shall become effective immediately upon adoption. The City Clerk is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Clerk, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

4. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

PASSED, APPROVED AND EFFECTIVE THIS JANUARY 8, 2019.

Mayor
City of Elgin, Texas

ATTEST:

City Clerk
City of Elgin, Texas

[SEAL]

**NOTICE OF INTENTION TO ISSUE
CITY OF ELGIN, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION,
SERIES 2019A**

NOTICE is hereby given that it is the intention of the City Council of the City of Elgin, Texas to issue Certificates of Obligation of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for: (i) improvements and extensions to the City's water and sewer system; (ii) acquisition of a comprehensive upgrade to software systems utilized by the City; (iii) replacing the monitoring and central system for the City's water and sewer treatment plants, (iv) acquisition of radio read meters for the City's water and sewer system; and (v) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates of Obligation at its regular meeting place in the City Hall, 310 North Main Street, Elgin, Texas to be commenced at 7:00 p.m., on the 19th day of February 2019. The maximum amount of Certificates of Obligation that may be authorized for the above listed purposes is \$4,200,000. The City Council presently proposes to provide for payment of the Certificates of Obligation by a pledge of ad valorem taxes upon all taxable property within the City, within the limits allowed by law. The Certificates of Obligation will be additionally payable from a limited pledge of the City's surplus water and sewer system revenues not to exceed \$1,000.

ESTIMATES OF PROJECT COSTS TO BE FUNDED BY CITY OF ELGIN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019A

Water Utility-

New 3.2 mile long 18" Raw Water Transmission Line to replace 34 year old 12" line to upgrade capacity for future expansion. \$2,460,000

Purchase of water meters to replace over 1,400 meters that are over ten 10 years old. A replacement program begun several years ago but has Been discontinued recently for lack of funding. \$ 302,961

Wastewater Utility-

Supplemental funds for expansion of existing Wastewater Treatment Plant and upgrade and expansion of wastewater collection lines. \$ 800,000

Software Systems-

Acquisition and implementation of comprehensive upgrade and Improvement of general management, financial, enforcement, HRIS and project control software. \$ 250,000

Acquisition and extended warranty for SCADA System Replacement to monitor and control operation of Wastewater Treatment Plant and Water Supply System. \$ 250,000

Subtotal \$4,112,961

Cost of Issuance-

Subtotal \$ 87,039

Grand Total \$4,200,000



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: RESOLUTION AUTHORIZING PROCEEDING WITH ISSUANCE OF CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ELGIN, TEXAS COMBINATION TAX AND TAX INCREMENT REINVESTMENT ZONE NO. ONE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019B

DEPARTMENT: City Manager/Finance and Administration

PROPOSED ACTION: Council to approve Resolution as presented.

BACKGROUND:

On November 6, 2012 the City Council Passed an Ordinance creating a Tax Increment Reinvestment Zone that would generate funds to promote local economic development and stimulate business and commercial activity. The purpose was to “enhance the value of all taxable real property....to the general benefit of the City”. Since that time, the Zone has begun to generate enough annual revenue to issue bonds, whose proceeds may be used to support improvements in infrastructure, that satisfy original plans for the District.

With mutual support between the Elgin Economic Development Corporation and the City of Elgin, a phased program of road improvements, namely construction of extensions of the Dildy/Roy Rivers Blvds have been planned, designed and partially constructed.

Proceeds from sale of these bonds will be used to fund Phases II and III of the DRR Blvds, as part of the City’s and EDC’s commitment to Seton for construction of the first phase of a hospital and Elgin Endeavors NH, LLC for construction of a skilled nursing facility.

BUDGET/FINANCIAL IMPACT:

Funding for debt service related to the proposed bond issue will come from cash flow generated by the TIRZ #1. Conservative projections of anticipated property tax receipts will more than cover the estimated annual principal and interest payments on the bonds.

RECOMMENDATION: Recommended for approval.

ATTACHMENTS: 1.) Resolution authorizing proceeding with issuance of the bonds. 2.) Public Notice on issuance of the Bonds and 3.) List of projects and estimated costs that would be financed from the bond proceeds.

{X} Staff will provide brief comments and answer questions on this item at 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 AUTHORIZING PROCEEDING WITH ISSUANCE OF
CERTIFICATES OF OBLIGATIONS AND FURTHER DIRECTING THE
PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF ELGIN,
TEXAS COMBINATION TAX AND TAX INCREMENT REINVESTMENT
ZONE NO. ONE REVENUE CERTIFICATES OF OBLIGATION, SERIES
2019B**

THE STATE OF TEXAS	§
	§
COUNTIES OF BASTROP AND TRAVIS	§

WHEREAS, the City Council (the "Council") of the City of Elgin, Texas (the "City") has determined it to be in the City's best interest to issue certificates of obligation (the "Certificates") for paying all or a portion of the City's contractual obligations incurred or to be incurred for (i) construction and improvement of Lee Dildy/Roy Rivers Boulevard Phase II Extension and Phase III Extension, including drainage, retention pond, related acquisition of land, rights of way, easements, sidewalks, street lights, traffic signals and related appurtenances; and (ii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates (collectively the "Project"); and

WHEREAS, the Council has deemed it advisable to give notice of intention to issue the Certificates in a maximum aggregate principal amount not to exceed \$5,775,000 pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 et seq., Local Government Code, as amended (the "Act"), for the purpose of financing the Project; and

WHEREAS, prior to the issuance of the Certificates, the Council is required under Section 271.41 et seq., Local Government Code to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, the notice stating: (i) the time and place tentatively set for the passage of the order authorizing the issuance of the Certificates, (ii) the maximum amount and purpose of the Certificates to be authorized; and (iii) the manner in which the Certificates will be paid; and

WHEREAS, the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

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

1. Attached hereto is a form of the Notice of Intention to Issue the Certificates, the form and substance of which is hereby adopted and approved with such changes as approved by the City Manager.

2. Bond Counsel for the City, shall cause the notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, on the same day in each of two consecutive weeks, the date of the first publication to be at least 31 days prior to the time set for the order authorizing issuance of the Certificates as shown in the notice.

3. This Resolution shall become effective immediately upon adoption. The City Clerk is hereby authorized and directed to execute the certificate to which this Resolution is attached on behalf of the City and the Mayor, City Clerk, the City Manager and Director of Finance are further authorized to do any and all things proper and necessary to carry out the intent of this Resolution including approving appropriate changes to the notice and approving the final form of any Preliminary Official Statement for distribution to the market in connection with the sale of the Certificates.

4. The City hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each series of the obligations being issued or (ii) \$9,500 per series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the City's staff is hereby instructed to take the necessary measures to make this payment. The City is also authorized to reimburse the appropriate City funds for such payment from proceeds of the obligations.

PASSED, APPROVED AND EFFECTIVE THIS JANUARY 8, 2019

Chris Cannon, Mayor
City of Elgin, Texas

ATTEST:

Amelia Sanchez, City Secretary
City of Elgin, Texas

[SEAL]

**NOTICE OF INTENTION TO ISSUE
CITY OF ELGIN, TEXAS
COMBINATION TAX AND TAX INCREMENT REINVESTMENT ZONE NO. ONE
REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019B**

NOTICE is hereby given that it is the intention of the City Council of the City of Elgin, Texas to issue Certificates of Obligation of the City in one or more series for the purpose of providing funds for paying contractual obligations incurred or to be incurred for: (i) construction and improvement of Lee Dildy/Roy Rivers Boulevard Phase II Extension and Phase III Extension, including drainage, retention pond, related acquisition of land, rights of way, easements, sidewalks, street lights, traffic signals and related appurtenances; and (ii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates. The City Council tentatively proposes to authorize the issuance of the Certificates of Obligation at its regular meeting place in the City Hall, 310 North Main Street, Elgin, Texas to be commenced at 7:00 p.m., on the 19th day of February 2019. The maximum amount of Certificates of Obligation that may be authorized for the above listed purposes is \$5,775,000. The City Council presently proposes to provide for payment of the Certificates of Obligation by a pledge of ad valorem taxes upon all taxable property within the City within the limits allowed by law and a pledge of and subordinate lien on certain tax increment revenues within the City of Elgin, Texas Reinvestment Zone Number One.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Authorizing the selection and award the Lee Dildy and Roy Rivers Boulevard Extension Phase II Project to the selected contractor, Patin Construction LLC, in the amount of \$3,199,306.00 and authorize the City Manager to approve change orders up to 25% of the contract.

DEPARTMENT: Public Works

PROPOSED ACTION: Discussion and Approval Authorizing the selection and award the Lee Dildy and Roy Rivers Boulevard Extension Phase II Project to the selected contractor, Patin Construction LLC, in the amount of \$3,199,306.00 and authorize the City Manager to approve change orders up to 25% of the contract.

BACKGROUND:

Construction bids were solicited and opened on November 20, 2018. Three (3) sealed bids were received at Elgin City Hall. The bids ranged from \$2,357,248.00 from D & S Concrete Contractors of Seguin, Texas to \$3,990,712.85 from MA Smith Contracting Co., Inc of Austin, Texas.

TRC Engineers, Inc evaluated the bids and contractors as well as interviewed references. Their bid tabulation and recommendation are provided.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval

ATTACHMENTS: Bid Award Recommendation

- { } 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. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD THE LEE DILDY AND ROY RIVERS BOULEVARD EXTENSION PHASE II PROJECT TO PATIN CONSTRUCTION LLC OF TAYLOR TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin owns certain real property adjacent to USHwy290 totaling 140 acres designed to support and encourage various private development opportunities; and,

WHEREAS, the City has since reached agreement with Seton/Ascension Health and Elgin Endeavors NH LLC on two major development projects for that area that will necessitate certain public infrastructure improvements; and,

WHEREAS, the project described herein and that is the subject matter of this Resolution will facilitate such needed infrastructure improvements.

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

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute an agreement with *Patin Construction LLC* of Taylor Texas, in the amount of \$3,199,306.00 for the Lee Dildy and Roy Rivers Boulevard Extension Phase II Project, a copy of the bid tabulation and City Engineer's recommendation regarding same being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. Future Budget Amendment. The City Council does also hereby acknowledge that this item was not specifically included or approved within the *FY18-19 City of Elgin Annual Operating Budget*; and that said budget will be amended at a future date to formally appropriate funds for this item. It is anticipated that said funding will come through proceeds of a pending debt instrument.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

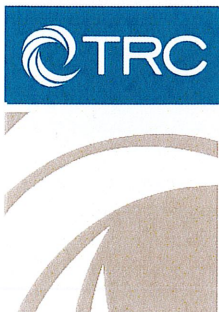
Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of January, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



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

505 East Huntland Drive
Suite 250
Austin, TX 78752

512.454.8716 PHONE
512.454.2433 FAX

www.TRCsolutions.com

December 3, 2018

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

Attn: Mr. Thomas Mattis, City Manager

**RE: Lee Dildy and Roy Rivers Boulevard Extension Phase II
Bid Recommendation**

Dear Mayor Cannon and Council Members:

Three (3) sealed bids were received at Elgin City Hall on November 20, 2018 at 11:00 A.M. for the above-referenced project. The bids ranged from \$2,357,248.00 from D & S Concrete Contractors of Seguin, Texas to \$3,990,712.85 from MA Smith Contracting Co., Inc. of Austin, Texas.

This project consists of approximately 2,155 LF of concrete roadways with curb, roadway markings and landscaped medians, 2,210 LF of storm sewer, 95 LF of sidewalks and gabion wall detention pond with concrete pilot channel and all necessary appurtenances will be incorporated into the construction.

TRC Engineers, Inc. and the rest of the selection committee recommends that Patin Construction, LLC be awarded the contract based on the selection criteria defined in the Request for Proposals. Patin Construction, LLC has completed numerous projects of this size and scope and has worked successfully with City of Elgin on previous projects. TRC checked their project references and received acceptable responses.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Beau Perry', is written over a horizontal line.

K. Beau Perry, P.E.
Vice President

Enclosures

CITY OF ELGIN

Lee Dildy and Roy River Boulevard Extension Phase II

Bid Tabulation

November 20, 2018 - 11:00 AM



D & S Concrete Contractors
515 Sheffield Road
Seguin, Texas 78155

Patin Construction, LLC
3800 W. 2nd Street
Taylor, Texas 76574

MA Smith Contracting Co., Inc.
15308 Ginger Street
Austin, Texas 70728

Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID PROPOSAL									
P.1	Remove/Dispose Existing Manholes	1	EA.	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
P.2	Remove/Dispose Existing Brush and Bushes	1	L.S.	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
P.3	Remove/Dispose Barbed Wire Fence	380	L.F.	\$3.00	\$1,140.00	\$1.00	\$380.00	\$4.00	\$1,520.00
P.4	Excavation/Subgrade Preparation (12")	16,022	S.Y.	\$10.00	\$160,220.00	\$8.00	\$128,176.00	\$7.00	\$112,154.00
P.5	9" Concrete Pavement	13,445	S.Y.	\$60.00	\$806,700.00	\$54.00	\$726,030.00	\$54.00	\$726,030.00
P.6	8" Crushed Limestone Flexible Base Material	16,022	S.Y.	\$9.00	\$144,198.00	\$10.00	\$160,220.00	\$11.00	\$176,242.00
P.7	6" Concrete Curb	7,984	L.F.	\$8.00	\$63,872.00	\$5.00	\$39,920.00	\$8.00	\$63,872.00
P.8	5" Thick Sidewalk	14	S.Y.	\$80.00	\$1,120.00	\$50.00	\$700.00	\$62.00	\$868.00
P.9	7" Thick Sidewalk	81	S.Y.	\$85.00	\$6,885.00	\$55.00	\$4,455.00	\$82.00	\$6,642.00
P.10	32" Concrete Parapet Wall	121	L.F.	\$45.00	\$5,445.00	\$150.00	\$18,150.00	\$140.00	\$16,940.00
P.11	2-1/2" Galvanized Steel Pipe Handrail	117	L.F.	\$50.00	\$5,850.00	\$36.00	\$4,212.00	\$40.00	\$4,680.00
P.12	Density Tests	20	EA.	\$600.00	\$12,000.00	\$500.00	\$10,000.00	\$500.00	\$10,000.00
P.13	Adjust Manhole Tops	2	EA.	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$400.00	\$800.00
P.14	24" RCP Storm Sewer (45° Bend)	1	EA.	\$2,500.00	\$2,500.00	\$800.00	\$800.00	\$920.00	\$920.00
P.15	24" RCP Storm Sewer (0'-6')	105	L.F.	\$90.00	\$9,450.00	\$50.00	\$5,250.00	\$70.00	\$7,350.00
P.16	24" RCP Storm Sewer (6'-8')	46	L.F.	\$100.00	\$4,600.00	\$55.00	\$2,530.00	\$79.00	\$3,634.00
P.17	24" RCP Storm Sewer (10'-12')	64	L.F.	\$110.00	\$7,040.00	\$65.00	\$4,160.00	\$100.00	\$6,400.00
P.18	24" RCP Storm Sewer (12'-14')	15	L.F.	\$115.00	\$1,725.00	\$70.00	\$1,050.00	\$110.00	\$1,650.00
P.19	36" RCP Storm Sewer (0'-6')	178	L.F.	\$130.00	\$23,140.00	\$90.00	\$16,020.00	\$110.00	\$19,580.00
P.20	36" RCP Storm Sewer (6'-8')	20	L.F.	\$132.00	\$2,640.00	\$95.00	\$1,900.00	\$123.00	\$2,460.00
P.21	36" RCP Storm Sewer (8'-10')	125	L.F.	\$135.00	\$16,875.00	\$100.00	\$12,500.00	\$136.00	\$17,000.00
P.22	36" RCP Storm Sewer (10'-12')	176	L.F.	\$137.00	\$24,112.00	\$105.00	\$18,480.00	\$150.00	\$26,400.00
P.23	36" RCP Storm Sewer (12'-14')	124	L.F.	\$140.00	\$17,360.00	\$115.00	\$14,260.00	\$168.00	\$20,832.00
P.24	36" RCP Storm Sewer (14'-16')	152	L.F.	\$142.00	\$21,584.00	\$125.00	\$19,000.00	\$189.00	\$28,728.00
P.25	36" RCP Storm Sewer (16'-18')	85	L.F.	\$145.00	\$12,325.00	\$130.00	\$11,050.00	\$200.00	\$17,000.00
P.26	36" RCP Storm Sewer (45° Bend)	1	EA.	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00
P.27	42" RCP Storm Sewer (6'-8')	41	L.F.	\$155.00	\$6,355.00	\$100.00	\$4,100.00	\$151.00	\$6,191.00
P.28	4' x 4' RCB Storm Sewer (6'-8')	61	L.F.	\$400.00	\$24,400.00	\$200.00	\$12,200.00	\$263.00	\$16,043.00
P.29	4' x 4' RCB Storm Sewer (8'-10')	76	L.F.	\$410.00	\$31,160.00	\$230.00	\$17,480.00	\$284.00	\$21,584.00
P.30	6' x 5' RCB Storm Sewer (8'-10')	19	L.F.	\$420.00	\$7,980.00	\$450.00	\$8,550.00	\$364.00	\$6,916.00
P.31	6' x 5' RCB Storm Sewer (10'-12')	62	L.F.	\$425.00	\$26,350.00	\$475.00	\$29,450.00	\$445.00	\$27,590.00
P.32	6' x 5' RCB Storm Sewer (12'-14')	178	L.F.	\$427.00	\$76,006.00	\$500.00	\$89,000.00	\$470.00	\$83,660.00
P.33	6' x 5' RCB Storm Sewer (14'-16')	353	L.F.	\$425.00	\$150,025.00	\$505.00	\$178,265.00	\$486.00	\$171,558.00
P.34	6' x 5' RCB Storm Sewer (16'-18')	263	L.F.	\$430.00	\$113,090.00	\$515.00	\$135,445.00	\$528.00	\$138,864.00
P.35	6' x 6' RCB Storm Sewer (16'-18')	66	L.F.	\$500.00	\$33,000.00	\$540.00	\$35,640.00	\$595.00	\$39,270.00
P.36	OSHA (Storm Sewer)	2,209	L.F.	\$6.00	\$13,254.00	\$3.00	\$6,627.00	\$1.00	\$2,209.00
P.37	5' x 5' TxDOT Manhole	2	EA.	\$6,500.00	\$13,000.00	\$7,000.00	\$14,000.00	\$9,000.00	\$18,000.00
P.38	8' x 8' TxDOT Manhole	3	EA.	\$9,000.00	\$27,000.00	\$12,500.00	\$37,500.00	\$18,000.00	\$54,000.00

CITY OF ELGIN
Lee Dildy and Roy River Boulevard Extension Phase II
Bid Tabulation
November 20, 2018 - 11:00 AM



				D & S Concrete Contractors 515 Sheffield Road Seguin, Texas 78155		Patin Construction, LLC 3800 W. 2nd Street Taylor, Texas 76574		MA Smith Contracting Co., Inc. 15308 Ginger Street Austin, Texas 70728	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID PROPOSAL									
P.39	10' Curb Inlet	11	EA.	\$4,000.00	\$44,000.00	\$5,000.00	\$55,000.00	\$4,500.00	\$49,500.00
P.40	TxDOT PW-1 Wingwall (6'x 6' RCB)	1	EA.	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$105,000.00	\$105,000.00
P.41	Connect to Existing 36" Storm Sewer	1	EA.	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00	\$900.00	\$900.00
P.42	Connect to Existing 6' x 5' Inlet	1	EA.	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
P.43	Connect to Existing 8' x 8' Junction Box	1	EA.	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
P.44	18" RCP Plug	1	EA.	\$1,500.00	\$1,500.00	\$400.00	\$400.00	\$725.00	\$725.00
P.45	24" RCP Plug	2	EA.	\$1,700.00	\$3,400.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00
P.46	36" RCP Plug	6	EA.	\$1,800.00	\$10,800.00	\$600.00	\$3,600.00	\$830.00	\$4,980.00
P.47	42" RCP Plug	1	EA.	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$1,150.00	\$1,150.00
P.48	Rock Riprap (150 lb-250 lb)	69	S.Y.	\$130.00	\$8,970.00	\$75.00	\$5,175.00	\$110.00	\$7,590.00
P.49	Fill and Embankment of Excavated Material	1	L.S.	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$60,000.00	\$60,000.00
P.50	Proposed Detention Pond	1	L.S.	\$30,000.00	\$30,000.00	\$115,000.00	\$115,000.00	\$250,000.00	\$250,000.00
P.51	Concrete Encasement for Manholes	2	EA.	\$2,200.00	\$4,400.00	\$500.00	\$1,000.00	\$3,300.00	\$6,600.00
P.52	Concrete Outfall Structure	1	EA.	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$10,500.00	\$10,500.00
P.53	5" Thick Concrete Pilot Channel	606	S.Y.	\$85.00	\$51,510.00	\$60.00	\$36,360.00	\$75.00	\$45,450.00
P.54	3' x 3' Gabion Baskets	5,424	CY	\$10.00	\$54,240.00	\$170.00	\$922,080.00	\$230.00	\$1,247,520.00
P.55	4" White Reflective Pavement Markings (Dashed)	1,477	L.F.	\$3.00	\$4,431.00	\$5.00	\$7,385.00	\$1.05	\$1,550.85
P.56	8" White Reflective Pavement Markings (Solid)	879	L.F.	\$3.00	\$2,637.00	\$4.00	\$3,516.00	\$3.00	\$2,637.00
P.57	12" White Reflective Pavement Markings (Solid)	228	L.F.	\$4.00	\$912.00	\$5.00	\$1,140.00	\$4.25	\$969.00
P.58	24" White Reflective Pavement Markings (Solid)	64	L.F.	\$8.00	\$512.00	\$22.00	\$1,408.00	\$20.00	\$1,280.00
P.59	TxDOT (Blue) Reflective Pavement Markers	8	EA.	\$500.00	\$4,000.00	\$13.00	\$104.00	\$12.00	\$96.00
P.60	White Arrow Reflective Pavement Markings	9	EA.	\$340.00	\$3,060.00	\$150.00	\$1,350.00	\$140.00	\$1,260.00
P.61	Stop Signs (R1-1)	2	EA.	\$900.00	\$1,800.00	\$450.00	\$900.00	\$525.00	\$1,050.00
P.62	Street Stub Barricade	2	EA.	\$1,000.00	\$2,000.00	\$2,300.00	\$4,600.00	\$2,100.00	\$4,200.00
P.63	Installation Rock Berms	146	L.F.	\$50.00	\$7,300.00	\$35.00	\$5,110.00	\$35.00	\$5,110.00
P.64	Silt Fence	2,174	L.F.	\$3.00	\$6,522.00	\$2.50	\$5,435.00	\$3.00	\$6,522.00
P.65	Seeding (hydro-mulching) Bermuda Grass	19,366	S.Y.	\$0.50	\$9,683.00	\$0.50	\$9,683.00	\$1.00	\$19,366.00
P.66	Landscaping	1	L.S.	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
P.67	Erosion Control Logs	154	L.F.	\$5.00	\$770.00	\$15.00	\$2,310.00	\$5.00	\$770.00
P.68	Traffic Control Plan	1	L.S.	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$11,000.00	\$11,000.00
P.69	Mobilization/Demobilization	1	L.S.	\$100,000.00	\$100,000.00	\$95,000.00	\$95,000.00	\$180,000.00	\$180,000.00
P.70	Storm Water Pollution Prevention Plant	1	L.S.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
TOTAL BID PROPOSAL					\$2,357,248.00		\$3,199,306.00		\$3,990,712.85
DEDUCT ALTERNATE ITEM									
D.A.1	Labor Materials, Supervision and Equipment	1	L.S.	(\$20,000.00)	(\$20,000.00)	(\$762,080.00)	(\$762,080.00)	(\$750,000.00)	(\$750,000.00)
TOTAL BID PROPOSAL AND DEDUCT ALTERNATE					\$2,337,248.00		\$2,437,226.00		\$3,240,712.85



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER THAT WILL PROVIDE ELECTRICAL ENERGY FOR THE CITY OF ELGIN BEGINNING ON OR ABOUT DECEMBER 1, 2023 AT THE LOWEST GUARANTEED RATE BY THE SELECTED BIDDER.

DEPARTMENT: Finance and Administration

PROPOSED ACTION: Consider proposed resolution for adoption

BACKGROUND: On February 6, 2018 the City Council authorized execution of an Agreement with Reliant Energy to provide electric service for a period of five years at a price that was more than 20% below the previous Agreement with CON ED. In looking further into the future, it would appear that prices may will follow the demand curve upward, so it would be in the City's interest to take advantage of the current futures market to lock in a lower price now.

Our Broker is getting quotes for rates that providers are willing to lock in after our current contract expires in 2023. If they remain competitive as they have been recently, staff will recommend that we enter into an Agreement with the lowest competitive bidder for a term that will be most advantageous to the City.

Bids will be refreshed on Tuesday, January 8th and the results will be provided at the meeting for consideration by the Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Recommended for adoption

ATTACHMENTS: Resolution to authorize approval of the agreement to be executed by the Mayor. The bid sheet and a contract from the most competitive bidder will be provided at the Council meeting.

{X} Staff will be making a detailed presentation on this agenda item at 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 COUNCIL OF THE CITY OF ELGIN, TEXAS TO AUTHORZE EXECUTION OF AN AGREEMENT WITH _____ THAT WILL PROVIDE ELECTRICAL ENERGY FOR THE CITY OF ELGIN BEGINNING DECEMBER 1, 2023 AT A GUARANTEED RATE OF \$_____ FOR A PERIOD OF _____ MONTHS.

WHEREAS, the City of Elgin entered into an Agreement with Reliant Energy on December 1, 2018 to provide energy services to several City electrical accounts, through December 1, 2023; and

WHEREAS, ADK Solutions surveys rates from top Retail Electric Provider's on a daily basis and facilitates the contracting of the lowest bid energy providers with governmental and private businesses; and

WHEREAS, it may be in the best interest of the City to take advantage of lower current energy rates and lock in a lower per kWh rate at this time with the lowest bidder and contract for delivery of services beginning on or about December 1, 2023;

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

That the Mayor is authorized on behalf of the City of Elgin to execute and Agreement with the lowest Retail Electric Provider contingent upon approval of the Agreement by the City Attorney.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS THE 8TH DAY OF JANUARY 2019.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and possible action to appoint/re-appoint members to Committees/Commissions/Boards with expiring terms.

DEPARTMENT: Administration

PROPOSED ACTION: Consideration of possible appointments or re-appointments to the Board of Adjustments, Building Standards Commission, Economic Development Corporation, Historic Review Board, Library Advisory Board, Main Street Board, Planning & Zoning Commission, and the Parks and Recreation Advisory Board.

BACKGROUND: As per Ordinance 2017-10-10-19 establishing new policies and procedures regarding appointments and appointees to the various City commissions, boards, and committees, the City Secretary has sent out a memo on November 27, 2018 to Council with a list of all upcoming vacancies/appointments to such commissions, boards and committees (30) days prior to the January Regular Meeting.

Included with the packet are copies of all applications for consideration to such commission, boards, and committees received by the City Secretary to date.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Appointments and/or re-appointments to the Board of Adjustments, Building Standards Commission, Economic Development Corporation, Historic Review Board, Library Advisory Board, Main Street Board, Planning & Zoning Commission, Parks and Rec Advisory Board and the Public Safety Advisory Committee.

ATTACHMENTS:

City Secretary Memo
Applications

- { } 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.



MEMORANDUM

Date: November 27, 2018

To: Mayor, Mayor Pro Tem and Council

From: Amelia Sanchez, City Secretary

Re: Appointments/Re-Appointments to Boards and Commissions

Pursuant to Ordinance No. 2017-10-10-19, Section 9, I have attached a list of Board and Commissions upcoming vacancies, expiration dates and applications received to date. (**Sonya Rangel and Gilbert Rangel applications added and sent to Council after November 27 memo**) Included are names of current members wishing to be re-appointed.

BOARD OF ADJUSTMENTS

Terms expiring 12-31-18

Brenda Pina

Regan Dumbleck

Both would like to be re-appointed. No new applications for this Board have been submitted.

BUILDING STANDARDS COMMISSION

Terms expiring 12-31-18:

Candido Carranza

Patrick Dudley

Both would like to be re-appointed. No new applications for this Commission have been submitted.

ECONOMIC DEVELOPMENT CORPORATION

Terms expiring 12-31-18:

Molly Alexander

Bryan Bracewell

Sue Brashar (Council Member)

Jessica Bega (Council Member)

All four members would like to be re-appointed. No new applications for this Commission have been submitted.

HISTORIC REVIEW BOARD

Terms expiring 12-31-18

Molly Alexander

Ed Rivers

Allan Tolbert

Sonya Rangel

Molly Alexander, Ed Rivers, and Allan Tolbert would like to be re-appointed. Sonya Rangel will not be available to serve, leaving one vacancy. Attached is one application (Micah Erwin)

LIBRARY ADVIORY BOARD

Terms expiring 12-31-18

Kay Silkenson

Patsy Hoffman

Sandy Smith

All 3 would like to be re-appointed. Two new applications were submitted for this Board (Jeffrey Schobey and Micah Erwin, applications attached)

MAIN STREET BOARD

Terms expiring 12-31-18:

Theresa McShan

Stacey Gruetzner Wilhite

Renee Girling

Renee Girling cannot continue to serve and Jamie Hausladen resigned in late summer, leaving 2 vacancies. One application was received and is attached. (Krista Marx)

PLANNING & ZONING COMMISSION

Terms expiring 12-31-18:

Ronald Creppon

Brian Lundgren

Rudy L. Ramirez

All 3 have expressed a desire to be re-appointed. No new applications for this Commission have been submitted.

PARKS AND RECREATION ADVISORY BOARD

Terms expiring 12-31-18:

James Sides

Erin Flores

Rara Minor

All 3 have expressed a desire to be re-appointed. There is one vacancy for this Board. One application was submitted for this Board as one of the choices. Jeffrey Schobey. (Application attached)

PUBLIC SAFETY ADVISORY COMMITTEE

Terms expiring 12-31-18:

All 3 have expressed a desire to be re-appointed. We have received 3 applications for this committee. (Jeffery Schobey applied for 8 committees, Public Safety was 1st, P&Z 2nd and Library was 3rd choice, Cynthia Burchfield, and Deborah Wright). Applications attached.

Randy Starr

Bettye Lofton

Vince Dungan

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Friday, March 16, 2018 1:51:45 PM

Application for Community Boards

Step 1

City Logo.jpg



First Name	Cynthia
Last Name	Burchfield
Telephone	5128049419
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	319 Gettysburg Loop
City	Elgin
State	TX
Zip Code	78621
Mailing Address	319 Gettysburg Loop
City	Elgin
State	TX

Zip Code	78621
Email Address	cynthiaburchfield@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Public Safety Advisory Committee
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	<i>Field not completed.</i>
Reference 1	Mike Robertson
Email Address	mikerobertson@sanctuaryaustin.com
Address	1507 Newfield Lane
City	Austin
State	Texas
Zip Code	78703
Phone Number	512-497-5109
Fax Number	<i>Field not completed.</i>
Reference 2	Susan Marshall-Winslow
Email Address	swinslow@austin.rr.com
Address	411 W. Saint Elmo Rd., #3
City	Austin
State	Texas
Zip Code	78745
Phone Number	512-940-0380
Fax Number	<i>Field not completed.</i>

Reference 3	Brandi Valentine
Email Address	bvalentine18@yahoo.com
Address	9301 Spectrum Dr. #1321
City	Austin
State	Texas
Zip Code	78717
Phone Number	512-293-6157
Fax Number	<i>Field not completed.</i>
Occupation and/or Area(s) of Expertise	Teambuilding Supervised 25+ Staff Texas Labor Laws Accounting Payroll Personnel Files Bookkeeping Director Certified- Texas Child Care Licensing Notary Public Microsoft Office Strategic Marketing Quickbooks
Education	Some College
Additional Pertinent Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	6 years
What Ward?	<i>Field not completed.</i>
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	319 Gettysburg Loop
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	Yes
If yes, please indicate name	ECPAAA
Recognizing that serving on a	Yes

Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?

If not, why?

Field not completed.

Why would you like to serve on the selected Board or Commission?

My mother was on of the first women on patrol in Travis County and lost a battle of brain cancer at 36 years of age back in 1977. Her career was just beginning and giving back in the capacity is my way of honoring her. My family roots run deep in law-enforcement. It's in my blood.

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

Do you have your employer's support to serve on a Board or Commission?

Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?

Yes

How did you hear of the available position(s)?

Website

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant

Cynthia A. Burchfield

Date

3/16/2018

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Friday, November 16, 2018 10:50:43 AM

Application for Community Boards

Step 1

First Name	Deborah
Last Name	Wright
Telephone	5122732450
Telephone	5123438389
Telephone	5124233215
Address	100 N. Ave B
City	Elgin
State	TX
Zip Code	78621
Mailing Address	PO BOX 648
City	Elgin
State	TX
Zip Code	78621
Email Address	deborah.wright@phoenixtranslations.com
Is email a way of contacting you promptly?	No
If not, how?	text my cell phone
Which of the Following Boards or Commissions Would You Like to Serve On	Public Safety Advisory Committee, Envision Elgin
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	#1 Public Safety, #2 Envision Elgin

Reference 1	Jeanette Shelby
Email Address	jeanetteshelby@yahoo.com
Address	<i>Field not completed.</i>
City	Elgin
State	TX
Zip Code	78621
Phone Number	512 281 3412
Fax Number	<i>Field not completed.</i>
Reference 2	Jody Krankel
Email Address	jk@krankel.com
Address	<i>Field not completed.</i>
City	Elgin
State	TX
Zip Code	78621
Phone Number	512 281 2803
Fax Number	n/a
Reference 3	Bonnie Carter, DVM
Email Address	manorvet@aol.com
Address	Hwy 290
City	Manor
State	TX
Zip Code	<i>Field not completed.</i>
Phone Number	512 272 4151
Fax Number	<i>Field not completed.</i>
Occupation and/or Area(s) of Expertise	CEO and Founder of Phoenix Translations

Education	2015 Graduate of The University of Texas - Austin, BA in Government
Additional Pertinent Information	
Do you reside within the City Limits of Elgin?	No
If yes, how long?	<i>Field not completed.</i>
What Ward?	<i>Field not completed.</i>
Do you reside within the Elgin Independent School District?	No
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	100 N. Ave. B, 116 Blue Ridge Tr, 132 Blue Ridge Tr, 17906 Prairie Verbena
Are you a registered voter?	No
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or Commission?	I have a vested interest in the community of Elgin as I consider Elgin as my community. I work in Elgin and shop in Elgin and pay taxes in Elgin. I have 35+ years of management experience and a degree in Government. I feel that I have a lot to offer the growing City of Elgin and want to be involved in helping steer it to be the City that I know it can become. A complete resume is available upon request.
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No

Do you have your employer's support to serve on a Board or Commission?	Yes
--	-----

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
--	-----

How did you hear of the available position(s)?	Newspaper
--	-----------

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Deborah K. Wright
------------------------	-------------------

Date	11/16/2018
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Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Tuesday, November 13, 2018 2:07:59 PM

Application for Community Boards

Step 1

First Name	Jeffery
Last Name	Schobey
Telephone	512-703-7284
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	13817 county line road apt 102
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	Same
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	jpschobey@outlook.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Board of Adjustment, Planning and Zoning Commission, Building Standards Commission, Public Safety Advisory Committee, Envision Elgin, Main Street Board, Parks and Recreation Board, Library Advisory Board
If you apply for multiple boards/commissions, please	Public safety board, planning zoning, library advisory

rank your preferences as 1st,
2nd, 3rd, etc.

Reference 1	Field not completed.
Email Address	Field not completed.
Address	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	Field not completed.
Fax Number	Field not completed.
Reference 2	Field not completed.
Email Address	Field not completed.
Address	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	Field not completed.
Fax Number	Field not completed.
Reference 3	Field not completed.
Email Address	Field not completed.
Address	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	Field not completed.
Fax Number	Field not completed.

Occupation and/or Area(s) of Expertise	Retired. Areas of law enforcement/ corrections and military affairs
Education	Bachelors in psychology and associates in Criminal Justice.
Additional Pertinent Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	13 years
What Ward?	<i>Field not completed.</i>
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	No
If yes, please specify business name and/or property location	<i>Field not completed.</i>
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or Commission?	To help better my community
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's	No

support to serve on a Board or Commission?

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission? Yes

How did you hear of the available position(s)? Elgin's Website

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant Jeffery P. Schobey

Date 11/13/2018

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Friday, November 16, 2018 9:55:54 AM

Application for Community Boards

Step 1

First Name	Krista
Last Name	Marx
Telephone	<i>Field not completed.</i>
Telephone	5122859214
Telephone	5126322342
Address	103 West 2nd Street, Apt. 201
City	ELGIN
State	TX
Zip Code	78621-2631
Mailing Address	103 West 2nd Street
City	ELGIN
State	TX
Zip Code	78621-2631
Email Address	kristalee316@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Main Street Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	<i>Field not completed.</i>

Reference 1	Stacey Wilhite
Email Address	swilhite@brick.com
Address	5738 West FM 696
City	McDade
State	TX
Zip Code	78650
Phone Number	5127317872
Fax Number	<i>Field not completed.</i>
Reference 2	Valerie Navejas
Email Address	val@raineyteam.net
Address	PO Box 788
City	Elgin
State	TX
Zip Code	78621
Phone Number	5124263101
Fax Number	<i>Field not completed.</i>
Reference 3	Denise Meyer
Email Address	denise.meyer78621@gmail.com
Address	115 Wedgewood Lane
City	Elgin
State	TX
Zip Code	78621
Phone Number	5126638279
Fax Number	<i>Field not completed.</i>
Occupation and/or Area(s) of Expertise	Human Capital Coordinator, former teacher, etc with Elgin ISD Downtown resident Elginites (or at least

roundabouts) since 1972

Education	Elgin High School, Trinity University (San Antonio), Texas State University
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Additional Pertinent Information

Do you reside within the City Limits of Elgin?	Yes
--	-----

If yes, how long?	1 year
-------------------	--------

What Ward?	4
------------	---

Do you reside within the Elgin Independent School District?	Yes
---	-----

Do you own property or a business in the Elgin Area?	No
--	----

If yes, please specify business name and/or property location	<i>Field not completed.</i>
---	-----------------------------

Are you a registered voter?	Yes
-----------------------------	-----

Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
--	----

If yes, please indicate name	<i>Field not completed.</i>
------------------------------	-----------------------------

Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
---	-----

If not, why?	<i>Field not completed.</i>
--------------	-----------------------------

Why would you like to serve on the selected Board or Commission?	I've been an Elginite through and through as long as I can remember. I grew up here. Graduated from here. Raised my children here. And now I live downtown!! Above Tattered Shutter! I go to bed each night to the glow of the Dollar General! Seems it's time to be active in a new role - as we honor our community's past while working for our future.
--	--

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
--	----

Do you have your employer's support to serve on a Board or Commission?	Yes
--	-----

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
--	-----

How did you hear of the available position(s)?	Amy and Stacey took me to lunch....
--	-------------------------------------

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Krista Lee Marx
------------------------	-----------------

Date	11/16/2018
------	------------

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Thursday, September 6, 2018 11:59:29 AM

Application for Community Boards

Step 1

First Name	Micah
Last Name	Erwin
Telephone	501-269-1538
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	414 East 8th St
City	Elgin
State	TX
Zip Code	78621
Mailing Address	414 East 8th ST
City	Elgin
State	TX
Zip Code	78621
Email Address	micahaerwin@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Envision Elgin, Historic Review Board, Library Advisory Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1. Envision Elgin 2. Library Advisory Board 3. Historic Review Board

Reference 1	Sue Beckwith
Email Address	sueb@texaslocalfood.org
Address	408 East 8th St
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-496-1244
Fax Number	<i>Field not completed.</i>
Reference 2	Jules Assata
Email Address	<i>Field not completed.</i>
Address	408 East 8th St
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-466-0315
Fax Number	<i>Field not completed.</i>
Reference 3	Bailey Braden
Email Address	Bailey.Braden@elginisd.net
Address	110 East 8th St
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-609-9529
Fax Number	<i>Field not completed.</i>
Occupation and/or Area(s) of Expertise	Archivist with the University of Texas, 2011-2015 Quality Analyst with the Health and Human Services

	Commission, 2015-2018 Current Owner, Elgin Meadery
Education	Master of Science in Information Studies, University of Texas at Austin
Additional Pertinent Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	4 years
What Ward?	4
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	Elgin Mead Co., LLC, 806 N Ave H
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or Commission?	As a small business owner I have a major stake in the success and the positive and healthy growth of Elgin. I want to take a hand in ensuring that Elgin maintains healthy economic development while preserving its small town charm.
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No

Do you have your employer's support to serve on a Board or Commission? Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission? Yes

How did you hear of the available position(s)? I do not know if there are any available positions. I am submitting this application in the hopes that if a position becomes available, I will be considered as a candidate.

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant Micah A Erwin

Date 9/6/2018

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Wednesday, January 2, 2019 12:41:01 PM

Application for Community Boards

Step 1

First Name	Lauren
Last Name	Buescher
Telephone	5125855930
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	184 Blisard Rd
City	Elgin
State	tx
Zip Code	78621
Mailing Address	lauren.buescher@gmail.com
City	Elgin
State	TX
Zip Code	78621
Email Address	lauren.buescher@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Planning and Zoning Commission, Envision Elgin, Main Street Board, Library Advisory Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1)Envision Elgin, 2)Planning and Zoning, 3)Library 4)Main ST.

Reference 1	Pace Oliver
Email Address	robertwoliver1@gmail.com
Address	2898 FM1704
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-332-6447
Fax Number	<i>Field not completed.</i>
Reference 2	Lynn Yaklin
Email Address	elginsupply@gmail.com
Address	174 Blisard Rd
City	Elgin
State	TX
Zip Code	78621
Phone Number	5127848720
Fax Number	<i>Field not completed.</i>
Reference 3	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
Occupation and/or Area(s) of Expertise	Professional mom, but have experience with Branding, online start up, developing curriculum, teaching ESL,

	collaborating with Mercy and Justice team to care for poor and marginalized in Austin.
Education	Some college.
Additional Pertinent Information	
Do you reside within the City Limits of Elgin?	No
If yes, how long?	1995
What Ward?	<i>Field not completed.</i>
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	home. Blisard Rd
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	I have two running commitments on Monday evenings and Wed. mornings. Free otherwise.
Why would you like to serve on the selected Board or Commission?	I would like to serve in order to enter into community life in a meaningful way. I'd like to contribute to Elgin growing into a great place to live, and see stable long term business options available.
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's	No

support to serve on a Board or Commission?

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission? Yes

How did you hear of the available position(s)? I'm on your e-newsletter list.

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant Lauren Buescher

Date 1/2/2019

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