



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 5, 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. Employee Of The First Quarter 2019 Presentation

Documents:

[EXECUTIVE SUMMARY EOQ 1ST 2019.PDF](#)
[CONGRATS LETTER EOQ 1ST 2019.PDF](#)

VIII. CITY MANAGERS REPORT

1. Review And Discussion Of Letter Of Intent Signed By The City Manager With Harris & Straub Regarding The Proposed Trinity Ranch MUD Development

Documents:

[EX SUMMARY - TRINTY RANCH LOI.PDF](#)
[LOITRINTYRANCH12319.PDF](#)
[TRINITY RANCH CONCEPT PLAN12419.PDF](#)

2. Update On Various Issues Associated With An Area In The Southeast Quadrant Of The City Annexed In 2015 ("Annexed Area") And Related Matters

Documents:

[EX SUMMARY - ANNEXED AREA2.PDF](#)
[MEMANNEXEDAREA10918.PDF](#)

3. 1st Quarter Investment Report - Fiscal Year 2019

Documents:

[EX SUMMARY QUARTERLY REPORT.PDF](#)
[1ST QUARTER INVESTMENT REPORT.PDF](#)

4. Departmental Monthly Reports - December

Documents:

[EXSUMMARY SUMMARY REPORTS - DECEMBER.PDF](#)
[COMMUNITY DEVELOPMENT - DECEMBER.PDF](#)
[LIBRARY REPORT - DECEMBER.PDF](#)
[MAIN STREET - DECEMBER.PDF](#)
[MONTHLY PLANNING REPORT- DECEMBER.PDF](#)
[OCA REPORT - DECEMBER.PDF](#)
[PARK SUMMARY - DECEMBER 2018.PDF](#)
[PW DECEMBER 2018 REPORT.PDF](#)
[POLICE MONTHLY REPORT - DEC 2018.PDF](#)
[UTILITY BILLING DECEMBER 2018.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. Request By Friends Of Elgin Parks To Waive The Open Container Ordinance In Veterans' Memorial Park For The Spring Music Series.

Documents:

[EXSUMMARY - FOEP MUSIC SERIES .DOC](#)
[FRIENDS OF ELGIN PARKS - MUSIC IN PARK.DOCX](#)

2. Request From Jodie Lopez For Temporary Street Closures For The 5th Annual Run To Cure Diabetes 1K And 5K

Documents:

[EXSUMMARY - FOEP MUSIC SERIES .DOC](#)
[FRIENDS OF ELGIN PARKS - MUSIC IN PARK.DOCX](#)
[SUPERHERO RUN CITY COUNCIL LETTER 2019.PDF](#)

3. City Council Special City Council Meeting Minutes, November 27, 2018 And The City Council Regular Meeting Minutes, January 8, 2019.

Documents:

[EXSUMMARY COVER SHEET MINUTES.PDF](#)
[CITY COUNCIL SPECIAL MEETING MINUTES 11-27-18.PDF](#)
[CITY COUNCIL MINUTES 1-8-19.PDF](#)

X. NEW BUSINESS

1. 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

Documents:

[EX SUMMARY - TRUCK ROUTE.PDF](#)
[ORDTRUCKROUTE219.PDF](#)
[ELGIN TRUCK ROUTE MAP119.PDF](#)
[MEMOVERSIZEDTRUCKS102518.PDF](#)

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE CONTRACT WITH CHRISTOPHER SWENSON AND EMILY B. SWENSON TO ACQUIRE CERTAIN REAL PROPERTY FOR THE LOCATION OF THE CENTRAL WASTEWATER LIFT STATION AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EXSUMMARY - SWENSON PROPERTY.PDF](#)
[RESOSWENSONPROP219.PDF](#)
[CONTRACT SWENSON12919.PDF](#)
[18CENTRAL LIFT STATION.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - BRICKSTON MUD CONSENT.PDF](#)
[RESOBRICKSTONMUD CREATION219.PDF](#)
[BRICKSTON MUD - PETITION FOR CONSENT TO CREATE219.PDF](#)

4. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE EXISTING EXTRATERRITORIAL JURISDICTION INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS, FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF THOSE RESIDING IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; AND PROVIDING AN EFFECTIVE DATE

Documents:

[EX SUMMARY - BRICKSTON MUD ETJ ANNEX.PDF](#)
[ORDETJANNEX219.PDF](#)
[BRICKSTON MUD - PETITION FOR ETJ ANNEXATION.PDF](#)
[BRICKSTON ETJ MAP.PDF](#)

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH TRC

ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES TO COMPLETE A REVIEW AND UPDATE OF UTILITY IMPACTS FEES AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - TRC IMPACT FEE STUDY.PDF](#)
[RESOTRCIMPFE219.PDF](#)
[TRC - ELGIN IMPACT FEE UPDATE.PDF](#)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO ADOPT USE OF NEW VOTING EQUIPMENT PER SECTION 123.001 (B) OF THE TEXAS ELECTION CODE.

Documents:

[EXSUMMARY COVER VOTING MACHINES.PDF](#)
[06 RES NO AUTHORIZE USE OF NEW VOTING EQUIP_.PDF](#)
[SOS SIGNED APPROVAL LETTER.PDF](#)

7. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING AN ELECTION ON MAY 4, 2019 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION.

Documents:

[EXSUMMARY COVER ELECTION.PDF](#)
[ORD2019-2-5 CALLING GENERAL ELECTION.PDF](#)
[SPANISH - ORD2019-2-5 CALLING GENERAL ELECTION \(1\).PDF](#)
[EA CONTRACT FOR MAY 4TH 2019 COE.PDF](#)
[JOINT AGREEMENT COE_EISD.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, February 1, 2019, in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Presentation of Employee of the First Quarter

DEPARTMENT: Library/Employee Recognition Committee

PROPOSED ACTION:

Presentation of Employee of the 1st Quarter to Jaimie Hicks, Circulation Clerk of Elgin Public Library

BACKGROUND:

- Jaimie goes above and beyond the call of duty, is always suggesting new ideas and take initiative if she sees something needs to be taken care of...
- Knows Spanish and can help our Spanish speaking public. Puts up new displays for seasonal book and movies...
- We have a children's physics program from A&M scheduled for this summer reading program thanks to Jaimie.
- Keeps the front desk area of the public library running efficiently!
- Jaimie is a kind and hardworking, always helpful, nice, cheerful with coworkers and our patrons.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Commendations for the employee who is nominated by his peers for being a good public servant.

ATTACHMENTS:

Congratulations letter for Employee of the 1st Quarter

{ } 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.



January 29, 2019

Dear Jaimie Hicks,

Congratulations! You have been selected as the Employee of the Quarter for the First Quarter of 2019. The Employee Awards Committee selected you for the following abbreviated reasons:

- Jaimie goes above and beyond the call of duty, is always suggesting new ideas and take initiative if she sees something needs to be taken care of...
- Knows Spanish and can help our Spanish speaking public. Puts up new displays for seasonal book and movies...
- We have a children's physics program from A&M scheduled for this summer reading program thanks to Jaimie.
- Keeps the front desk area of the public library running efficiently!
- Jaimie is a kind and hardworking, always helpful, nice, cheerful with coworkers and our patrons.

As Employee of the Quarter you may choose one day of paid leave, which needs to be taken within the next thirty days, or \$100 less payroll deductions. Please let your supervisor and Finance Department know if you select the day off or the cash option. Please plan to attend the City Council meeting on Tuesday, February 5, 2019 at 7 pm where Mayor Chris Cannon will present a Certificate of Appreciation to you. Each Employee of the Quarter will be considered for Employee of the Year.

Thank you for your service to the City of Elgin.

Sincerely,

Tom Mattis
City Manager

cc: Laura Schwartz, Assistant to Finance Director
Charles Cunningham, Finance Director

P.O. Box 591

310 North Main

Elgin, Texas 78621

Phone 512.281.5724



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of Letter of Intent signed by the City Manager with Harris & Straub regarding the proposed Trinity Ranch 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:

Harris & Straub owns or currently controls approximately 385.9 acres of land located within the extraterritorial jurisdiction of the City adjacent to Upper Elgin River Road, near the southern portion of the city limits. Harris & Straub intends to develop the Land as a master-planned, residential community that will include park and recreational facilities to serve the development; 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 Harris & Straub, 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 30, 2019

Joe Straub, Partner
Harris & Straub
4408 Spicewood Springs Rd.
Austin, Texas 78759

Re: Letter of Intent – Trinity Ranch Development

Dear Mr. Straub and Mr. Pampe,

This correspondence is provided as documentation of our continuing dialogue relative to a project being contemplated by Harris & Straub (“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 “Trinity Ranch” (the “Project”) proposed by the Developer. **Harris & Straub 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 Agreement:

The Project

Developer owns or controls approximately 385.9 acres of land located within the extraterritorial jurisdiction of the City (the “Land”) adjacent to Upper Elgin River Road, near the southern portion of the city limits. The Project referenced herein 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 to develop the Land as a master-planned, residential community that will include park and recreational facilities to serve the community. Trinity Ranch will also include a land site for a public safety facility. Because the Land constitutes a substantial area that will be developed in phases under a master development plan, 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 Land, 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 both the City and Trinity Ranch.

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 three hundred and eleven (1,650) single-family residential units with varying lot sizes.
- b) The Project will also include: (i) approximately seven (7) acres of public parkland; (ii) approximately twenty-three (23) acres of open space located within the 100-year flood plain; (iii) approximately seventeen (17) acres of open space located outside the 100-year flood plain; (iv) approximately five (5) acres of private amenity space for residents thereof; and (v) approximately two (2) acres for a 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, gathering pavilion, picnic spaces, play structures, water feature, and neighborhood/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 plans for the Project are predicated on utilizing a municipal utility district ("MUD"), as defined by the Texas Water Code and Texas Local Government Code. In consideration of the various attributes of the Project as defined herein, the City will consent to the creation of the MUD and/or the implementation Elgin Municipal Utility District No. 1 and No. 2 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 Developer assumes 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 300 gallons per minute; which will require at least a ten-inch (10") main collector trunk line at minimum slope.

In addition:

- **Wastewater Treatment Plant Capacity Reservation** - Developer agrees to provide a pro-rata share of costs associated with the expansion of the City WWTP to serve the Project. Such costs will be calculated on a per-lot basis. The first payment will be made within 30 business days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer; and the total payment due at that time will be calculated by the number of lots included in said first subdivision plat. Thereafter, subsequent payments will be made out of proceeds from the issuance of bonds in support of the Project. Except for the initial payment described herein, the WWTP Reservation Fee will be paid from each bond reimbursement received by Developer for construction, geotechnical and engineering expenditures advanced by Developer for public infrastructure improvements within the Land. Each such payment due at the time of bond reimbursement will be equal to the number of completed lots associated with said reimbursement.
- All such Wastewater Treatment Plant Capacity Reservation fees shall be credited towards Wastewater Impact Fees associated with the Project.
- 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

Swenson Boulevard, Upper Elgin River Road, and Other Transportation 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 Swenson Boulevard, Upper Elgin River Road, and Central Avenue. The TIA will consider impacts of the entire development based on the Concept Plan; and 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.

In conjunction with any such Developer improvements, the City may, at its sole discretion, cost participate in the construction of any offsite transportation improvements not identified by the TIA as it deems warranted and appropriate.

In the event Developer desires to make landscape improvements to the existing section of Swenson Boulevard (plantings, lighting, pedestrian path, wayfinding, etc.), Developer and the City will work together to allow for such improvements.

It is anticipated, and hereby acknowledged by both the City and Developer, that significant improvements and/or upgrades to adjacent public roadways will be required in support of the Project. Developer (and/or the MUD) will be fully responsible for all costs associated with design, engineering, and construction of all transportation improvements identified by the TIA.

Park and Recreational Facilities

The Concept Plan anticipates the construction of an amenity center (open pavilion/bathrooms), a water feature (pool, splashpad, or paddleboard pond type feature), a play-scape, 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 50 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 in accordance with city ordinances, 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. The public safety services site shall not be re-sold. If construction has not commenced on a public safety facility within 5 years of transfer, the property shall revert back to the Developer for \$1.00.

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 main entrance, neighborhood monumentation and walking paths; 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 and wastewater services, public and private parkland facilities, stormwater drainage facilities, retention walls, public landscaping/irrigation, and related engineering and design.

Other Harris & Straub Commitments to the City

- **Master Development Fee** - As consideration for this partnership, Developer will pay the City a Master Development Fee of \$2,097,600 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** - As further consideration for this partnership, Developer will also pay the City an additional fee of \$262,200 in general support of Elgin Public Schools, which based on the current Concept Plan would amount to \$200 per housing unit. Such fee is to be paid at the same time as building permit fees.
- 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 execution of this Letter, we are now prepared to move forward with formal documentation in support of 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 consideration.

Thank you for your interest in the City of Elgin.

Sincerely,

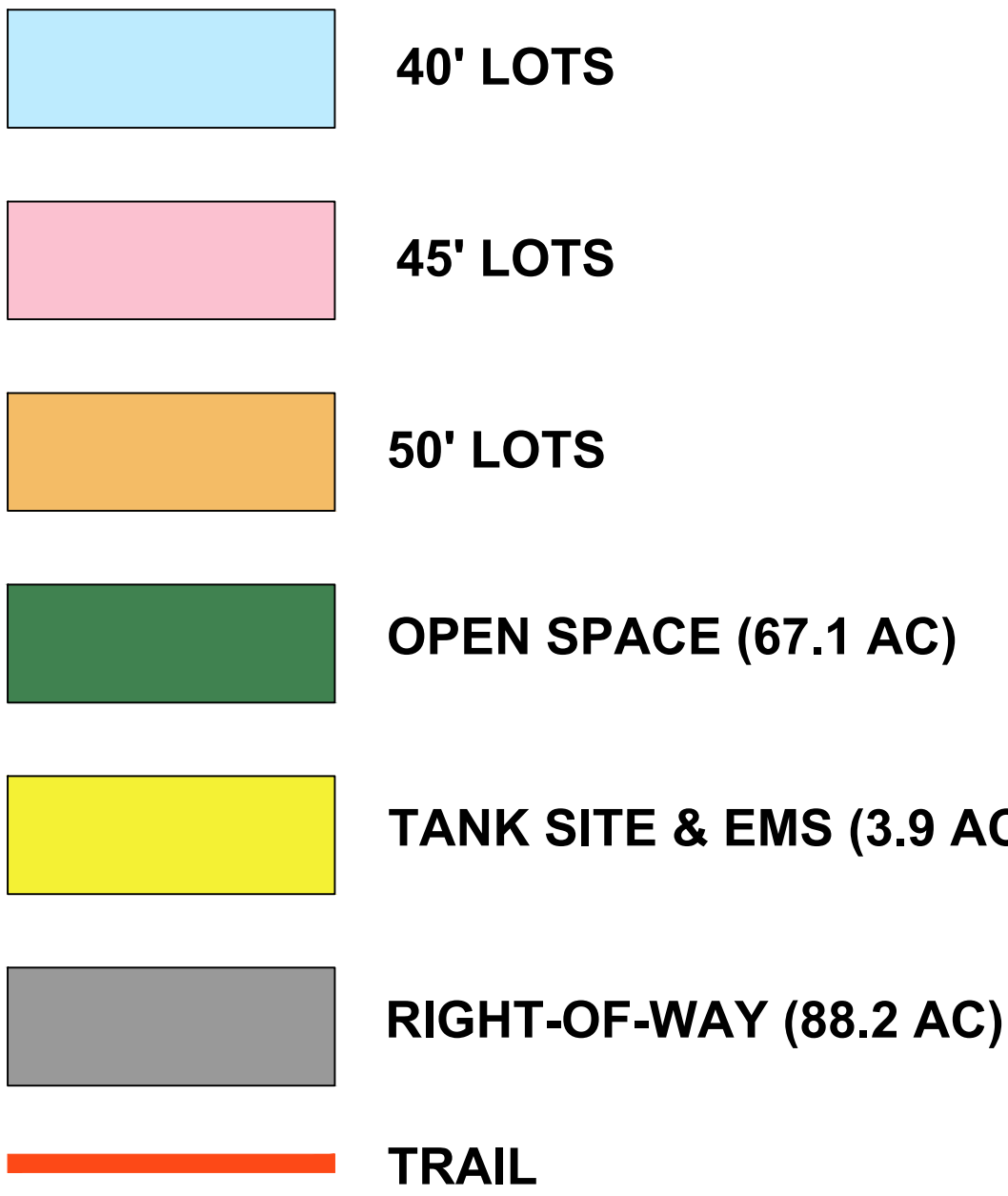
Thomas L. Mattis
City Manager

AGREE AND ACCEPT:
Harris & Straub

Joe Straub
Partner

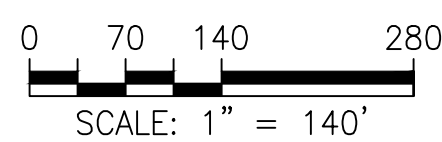
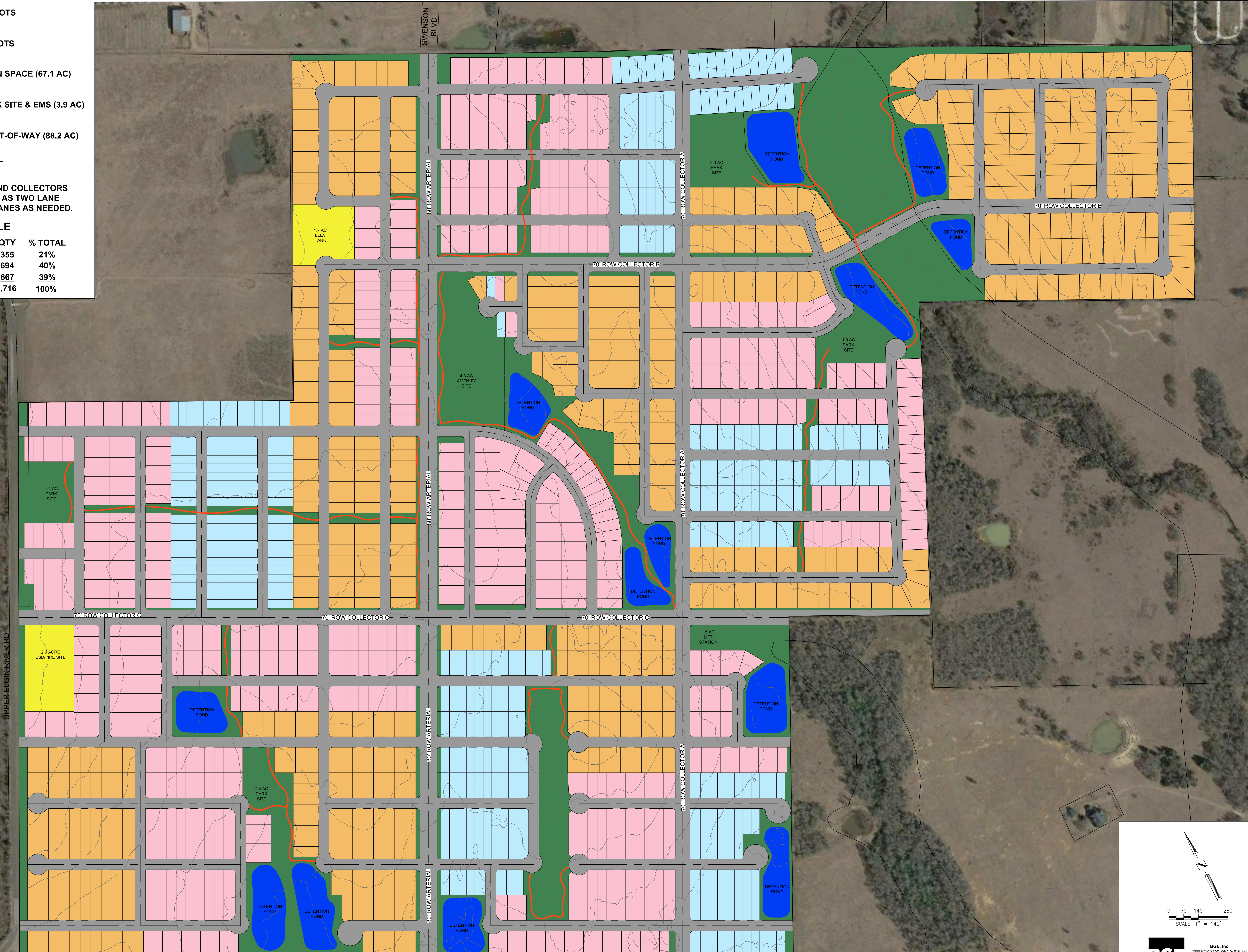
Date :

ELGIN TRINITY
EXHIBIT "A" - 1/24/2019



NOTES
PROPOSED ARTERIALS AND COLLECTORS
SHALL BE CONSTRUCTED AS TWO LANE
ROADWAYS WITH TURN LANES AS NEEDED.

LOT TABLE			
WIDTH	DEPTH (MIN)	QTY	% TOTAL
40'	120'	355	21%
45'	120'	694	40%
50'	120'	<u>667</u>	<u>39%</u>
		1,716	100%





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Update on various issues associated with an area in the southeast quadrant of the City annexed in 2015 (“Annexed Area”) and related matters

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; In December of 2015, the City completed an annexation of certain real property that is located on the southeast side of town. The total of all such property annexed at that time was 131 acres that contained a variety of existing land uses.

One, if not the, primary objectives of the annexation then was to prevent further expansion of the City of Bastrop’s jurisdiction. Aggressive annexation by other cities in the area was also common at that time; and it was also thought at the time that growth and development was imminent for that area.

Given the timing of the annexation, the City is now faced with issues related to the extension of sanitary sewer services and achieving substantial compliance with applicable law by the end of calendar year 2020.

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:

10/9/18 Staff memorandum

{ } 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 9, 2018

To: Mayor and City Council

Subject: City Services to Annexed Area

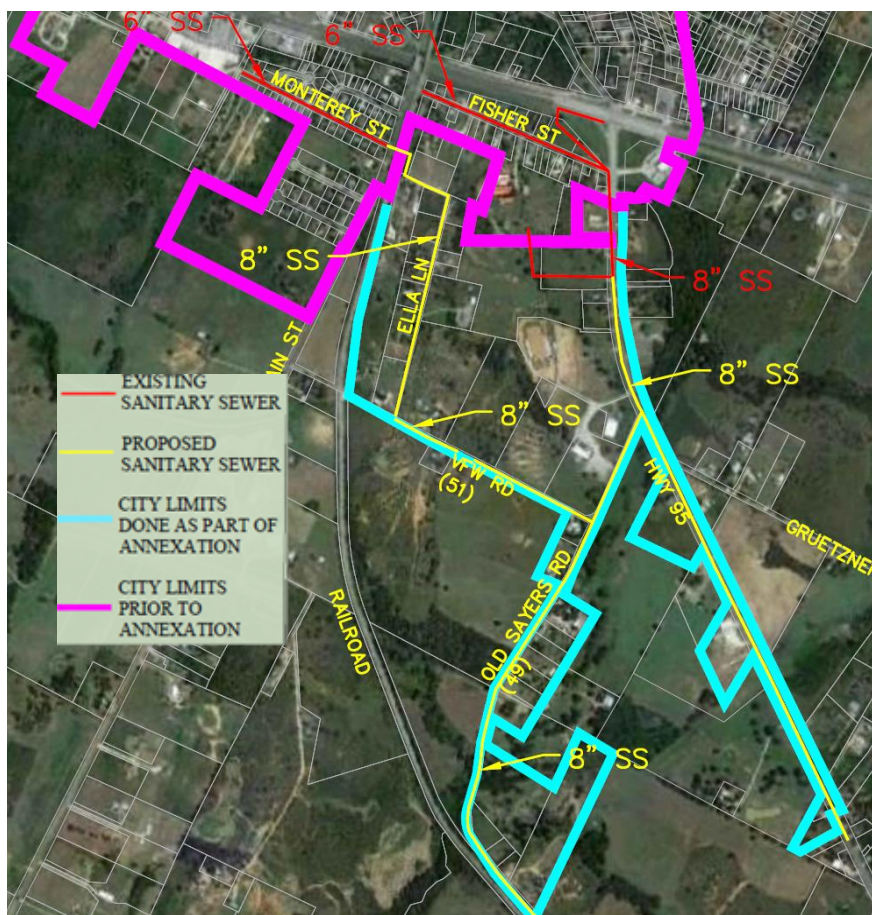


In December of 2015, the City completed an annexation of certain real property into the city limits that is located on the southeast side of town. The total of all such property annexed at that time was 131 acres that contained a variety of existing land uses, including the Texas Lost Pines Riding Club Arena and the Elgin Veterans of Foreign Wars Post 6115.

At that time, there were a variety of issues that supported this annexation effort that was led by the Mayor and City Manager who were in office at that time. It appears that one, if not the, primary objective of the annexation then was to prevent further expansion of the City of Bastrop's jurisdiction. Aggressive annexation by other cities in the area was also common at that time; and it was also thought at the time that significant growth and development was imminent for that area.

This annexed area is generally bordered by the railroad tracks to the west, HWY95 to the east, the previous city limits to the north, and just beyond old Sayers Road to the south (although the annexation did not include all property in this area).

The annexation was completed in compliance with state law; which means that the City is required to complete the extension of all city services to this area within five (5) years. City services have already provided to the area since the annexation including law enforcement, trash/recycling collection, street maintenance, planning, code enforcement and other basic services. As the area is wholly located within the Aqua Water Supply Corporation (WSC) Certificate of Convenience and Necessity (CCN), potable water services are provided by AWSC. Wastewater/sewer services, however, have not been extended to the area; and the required effort to do so will be costly and time-consuming.



Although the City's approval of this annexation included a commitment to extend all services, no plans - or funding - have ever been developed to fulfill this final obligation. The City is now, however, facing a deadline to develop a definitive plan as to if, how, and when all city services will be extended to this area as requested by property owners there.

Extension of Wastewater Services

Based on the staff's most recent assessment, the City would need to expand and upgrade its wastewater collection system to serve approximately forty-seven (47) adjoining and adjacent land tracts that are part of the one hundred thirty-one (131) acres of annexed property. Currently, the area in question has fewer than fifty (50) single family residences that would require services.

Specifically, the City Engineer would recommend the installation of an estimated 5,050 linear feet of sewer main line within the HWY95 right of way, 2,140 linear feet of sewer main line adjacent to VFW Road, 4,735 linear feet of sewer main adjacent to Old Sayers Road, and 2,670 linear feet of sewer main adjacent to Ella Lane. These improvements would tie into existing infrastructure at two points; a 6-inch sewer line at Monterrey Street and an 8 inch of sewer line at Hwy 95. The ultimate discharge point of the proposed wastewater system is the existing wastewater treatment plant.

The preliminary/conceptual level cost estimate to design and construct the project as described above is **\$2,750,000**.

The City Engineer also notes that even at the maximum rate of residential development, the City is not likely to recoup these costs over time through Sewer Impact Fees: "Assuming the entirety of the property develops into single family residential areas with a minimum lot size of 6,000 square feet, and accounting for infrastructure and other items, there is only a possibility of six hundred sixty-seven (667) single family lots. The total impact fees for those lots would be \$1,067,200."

Code Enforcement

While serving the annexed area will have a definite impact on all city services, it is anticipated that it will pose a particular challenge as it relates to Code Enforcement. All existing properties and/or residents within this area have previously been subject to county/rural standards; and the City has admittedly not been overly aggressive with Code Enforcement efforts there to this point in time. It has become clear, however, that some of the residents expect these efforts to be at least equal to those Code Enforcement standards maintained by city staff in all parts of the City.

Currently, there is one property in particular that is anticipated to present a major challenge for the City – including potentially significant legal and/or abatement costs. While there is general agreement about the need to effectively address this particular property, establishing the standard will clearly impact many other properties within the annexed area. Just through casual observations, the staff assessment is that it appears that many (if not most) other properties there may be in violation of city code right now.

Land Development

All properties within the annexed area have also been developed and constructed under county standards which, as a general rule, are typically less stringent than cities – and we have found that to absolutely be the case with City of Elgin/Bastrop County regulations. As is the clear intention of the law, cities are intended to be vehicles for dense residential development and, as such, have higher expectations for same. Essentially all development standards (platting, subdividing, setbacks, road construction, stormwater drainage, mandatory ROW donation, etc.) are higher for projects within the city. In the opinion of some property owners and developers, this translates into "more complicated" and "more expensive".

It is important to note that this situation will not only impact major development projects, as it will also apply to - and impact - smaller landowners who “only want to subdivide their property”.

These issues won’t necessarily carry a direct cost impact for the City, but they will likely impact small development projects in the future; and the staff certainly anticipates a definite “learning curve” for all affected property owners in that area.

Development Agreements

At the time of this annexation, state law prohibited the City from annexing land covered by an agricultural or wildlife exemption unless it first offered the landowner a *Development Agreement*. In response, city staff reached out to every property owner in the area, offering such an agreement that would include the following primary elements:

- The property would not be annexed by the City so long as (1) said property continued to receive an agricultural exemption, and (2) no action was taken by the owner “to file a subdivision plat or any related development document regarding the property.”; and,
- The owner agreed to enforcement of “all regulations and planning authority of the City, except for any regulations which interfere with use . . . for agricultural purposes”; and,
- The owner agreed to abide by single-family residential use requirements and that the property would only be used for single-family residential zoning uses; and,

The *Agreement* further stipulated that any violation of any these conditions would “constitute a petition for voluntary annexation by the owner”.

For all practical purposes, the *Development Agreements* essentially amount to a commitment by the City to not forcibly annex property, in return for the property owner agreeing that if said property ever developed beyond the single-family/agricultural use, such property would be voluntarily annexed into the city limits without objection from the owner.

Within this area, the City has executed *Development Agreements* as described with thirteen (13) different property owners of a combined/total three hundred three (303) acres of land.

It is important to note (as with all land eligible for annexation), that any property subject to a *Development Agreement* as described herein must be located within the city’s extraterritorial jurisdiction (ETJ) and be contiguous with the existing city limits or contiguous with other property that is contiguous with the city limits.

The preceding is an important element related to this particular annexation, inasmuch as the required contiguity as described above was achieved through a combination of annexation and associated *Development Agreements*. The *Agreements* would not have been valid without the annexation of property that occurred.

Financing

Although unfunded, the project to extend wastewater services to the newly annexed area has been identified in the City’s *Five-Year Capital Improvement Plan* since the 5YRCP was first developed two years ago. A partial offset of the initial capital costs for this project could come from Sewer Impact Fees. If all current residents/properties immediately connect to the system, the City could recover as much as \$80,000 (\$1,600 per service). Significant grant funding for this particular project seems unlikely. It is the staff assessment that the only viable option for the necessary \$2.8M would be the issuance of additional debt.

There is no existing funding currently available; nor has a financing plan been approved for any costs associated with this project.

Conclusion

Given the timing of the annexation that is the subject matter of this report, the City is now faced with a variety of issues related to achieving substantial compliance with applicable law by the end of calendar year 2020. Primarily, staff will need direction from Council as to funding and timing of the construction project to extend wastewater services - which will likely take at least a full year or more to design and construct.

It should be noted that one (maybe the only) alternative available to the City would be the possible dis-annexation of the area, returning it to Bastrop County's jurisdiction. Such an action would eliminate any concerns about capital costs or operational impacts. However, disannexation includes its own set of challenges and impacts – and would not be a simple task. If the Council were interested in considering this option, it should first be fully vetted with the City Attorney.

It is not unusual for circumstances connected to an annexation to change over time. Even though it has been a relatively brief period since this annexation was approved, the City now has a new Mayor, new Councilmembers, a new City Manager, and many new staff – as well as new issues/demands related to growth. Many of the details provided herein, including anticipated direct costs for the extension of sewer services, were also not made available at the time of the annexation.

With all of this in mind, there does not now appear to be crystal-clear consensus – among current staff - as to the reason for and/or current value of this annexation. Accordingly, a full review and discussion by the City Council of this annexation and the items described herein is recommended in order to provide clear direction to staff on how to proceed.

Please let me know if you have any questions or would like to request additional information in this regard.



Thomas L. Mattis
City Manager

cc: Charlie Crossfield, City Attorney
Beau Perry, City Engineer
Doug Prinz, Director of Utilities
Melissa Lipiec, Planning and Development
Charlie Navejas, Code Enforcement Officer
Charles Cunningham, Director of Finance



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Quarterly Financial Report – First Fiscal Year Quarter 2018-19

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept

BACKGROUND: Section 2256.005 of the Texas Government Code requires that not less than quarterly, the Investment Officer shall prepare and submit to the City Council, a written, signed, investment report demonstrating a list of investment transactions for the preceding reporting period, in accordance with the Act. Reports will include the following:

- 1.) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value.
- 2.) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested.
- 3.) The maturity date of each investment.

The report accompanying this Executive Summary Satisfies this PFIA requirement for the first fiscal year quarter ending December 31st, 2018.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Review and accept the report as presented.

ATTACHMENTS: Quarterly Financial Report – First Fiscal Year Quarter 2018-19

{ } 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.

1st Quarter Investment Report- Fiscal Year 2019

OPERATING ACCOUNTS -

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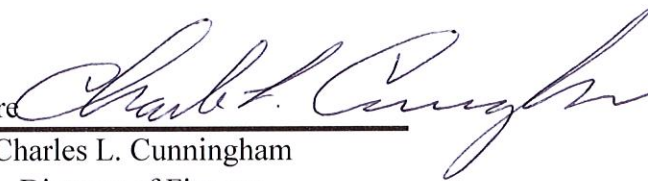
Financial Institution	Fund	Account Name	Ending 9/30/2018	Total Deposits / (Withdrawals)	Interest	Ending 12/31/2018
Prosperity Bank						
	99	Clearing Account	70,984.79	(1,681.50)	17.70	69,320.99
	03	General Fund Debt Service	55,392.82	-	13.96	55,406.78
	11	Community Impact Fees-Water	90,654.66	-	22.85	90,677.51
	12	Community Impact Fees-Sewer	30,895.43	-	7.78	30,903.21
	018	Economic Development Corp.	10,811.98	-	2.73	10,814.71
	018	Schlottkey's EDC (Pledged As Coll.)	<u>62,916.95</u>	-	156.86	<u>63,073.81</u>
		Sub-total	<u>321,656.63</u>	<u>(1,681.50)</u>	<u>221.88</u>	<u>320,197.01</u>
First National Bank						
	99	Main Checking	1,601,079.42	1,479,852.32	14,164.49	3,095,096.23
	001	Court Security	32,553.93	-	204.17	32,758.10
	001	Police Seizure Chapter 59	3,798.31	-	23.82	3,822.13
	001	Court Technology	6,453.82	-	40.48	6,494.30
	002	Community Impact Fees-Water	106,094.15	-	665.39	106,759.54
	002	Community Impact Fees-Sewer	60,641.20	-	380.33	61,021.53
	003	General Fund Debt Service	5,826.20	-	36.54	5,862.74
	072	General - ATS Clearing	889,490.27	221,264.00	6,299.74	1,117,054.01
	002	USDA Rural Dev	1.01	-	0.01	1.02
	018	Economic Development Corp.	305,525.70	(16,121.75)	1,941.35	291,345.30
	018	EDC Sales Tax Reserve	35,379.37	-	221.89	35,601.26
	018	EDC CD Brique	41,964.85	-	149.14	42,113.99
	001	Money Market General Operations	174.30	-	1.12	175.42
	001	Money Market TIRZ #1	659,175.48	135,262.33	4,244.87	798,682.68
		Sub-toal	<u>5,622,044.62</u>	<u>1,820,256.90</u>	<u>28,373.34</u>	<u>5,596,788.25</u>
TOTAL - DEPOSITS			<u>5,948,320.32</u>	<u>1,818,575.40</u>	<u>28,595.22</u>	<u>5,916,985.26</u>

CAPITAL IMPROVEMENT FUNDS

Page 2 of 2

Financial Institution	Fund	Account Name	Ending 9/30/2018	Total of Deposits / (Withdrawals)	Interest	Ending 12/31/2018	WAM*
Logic							
		CO Series 2015- Proceeds	1,775,291.92	-	10,789.97	1,786,081.89	2.00
		CO Series 2016 - Proceeds	1,166,347.32	(761,226.49)	3,140.82	408,261.65	2.00
		Sub-total	2,941,639.24	(761,226.49)	13,930.79	2,194,343.54	2.00
		TOTAL - INVESTMENTS	2,941,639.24	(761,226.49)	13,930.79	2,194,343.54	
		TOTAL - DEPOSITS AND INVESTMENTS	11,067,015.04	11,067,015	11,067,015	11,067,015	

* Weighted Average to Maturity (WAM)

Signature 
 Charles L. Cunningham
 Director of Finance



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Monthly Departmental Activity Reports - December

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 December 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: January 15, 2019
RE: Community Development Department Report December, 2018

December in the downtown area included six events to drive traffic and pedestrian activity and support the Shop Local Dine Local Programs. Businesses reported positive sales for the holiday season. The Hot Cocoa Stroll was produced in partnership with the Chamber of Commerce and included a dozen locations with hot chocolate samples. The Art of Giving featured handmade and locally crafted items at fourteen locations, holiday market pop up stores were held downtown by individual businesses, and the holiday décor downtown provided by City of Elgin, business owners, property owners and the Main Street Design committee made the area festive throughout the season. The annual report on Main Street was submitted to the Texas Historic Commission for consideration as a Certified Main Street Community.

Projects

- Scheduled meetings with Austin realtors and developers for January 2019.
- Planned receptions with Bancorp South for Margo Sawyer, Guggenheim Fellow 2018 and for January to Recognize the TDA award winner Best Economic Game Changer Downtown Elgin Zoning Overlay and the Business finalist Body & Shine
- Community Blood Drive
- Business Retention and Expansion meetings with EDC And Chamber
- Discussion of possible Pop up Park event with Parks Department for spring event in 200 block Depot Street.
- Public Art plan developed for review in January with Design Committee and Main Street
- Worked with TXDOT to determine next steps for completing FM 1100 engineering grant.
- Hot Cocoa Stroll, Holiday by the Tracks & Lighted Christmas Parade
- Holiday Sweater weekend
- Sip Shop & Stroll
- The Art of Giving
- Stocking Stuffer Saturday
- Santa sightings
- 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 for January through May 2019.
- Continued 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

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

Clean Air Coalition Advisory Committee meeting

Upcoming Events

Sip Shop & Stroll January 10

Bastrop County MLK Walk and program in Bastrop January 21

Hatitute, Black History Month celebration February 2

Sip Shop Stroll February 14

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.

Library Report for Elgin City Council

December 2018

Circulation was down 39% in December with the collection size decreasing 715 items from the previous December. The previous December had a huge increase of circulation – 52%.

Friends of the Elgin Library held Old Fashioned Christmas on December 15th with hot cocoa, wassail, sandwiches desserts, and silent auction. Brian McKinney (Gypsy Drifters) of The Owl serenaded patrons for the first session, then we had a sing-along and lastly the Elgin Middle School Choir gave a beautiful performance. (Picture below)

Evergreen Farms Christmas Trees gave a great donation to the Friends of the Elgin Library for books.

- Programs: Special children's programs in December included a Mexican Posadas on December 1 with arts and crafts and participation in the Hot Cocoa Stroll. The Polar Express train rides and hot cocoa, crafts, Santa Claus, and Pancake supper was on December 20th. Unfortunately, we had equipment malfunction so the movie was not shown but the equipment is fixed now. Participants wore their pajamas.
- The Homeschool Gathering had good participation, especially for the Archaeology program put on by Cristin Embree on December 14.
- Qi Gong in the Park moved into the Civic Center on Mondays until better weather in March. (Pronounced Chi Gong)
- The Adult Craft Afternoon has a good turnout of returning participants each month.

Technology: The library's server is in the process of being replaced with a slightly used server from the PD. We are able to order server software from Techsoup at a huge discount.

Volunteer hours were down slightly from the previous December. Thanks to one volunteer who came in and vacuumed the building on the last Monday of the month.



Categories	Units	Dec. '17	Dec. '18	Fiscal YTD'18	Fiscal YTD '19
Total Circulation		8,745	5,347	23,211	19,653
+ or - Same month previous year	Percent	52%+	39%-		
Additions					
Interlibrary Loans	Each	17	5	37	25
New Patrons	Each	74	49	235	172
Collection					
Items Added	Each	149	115	541	633
Items Withdrawn	Each	461	113	1,037	1,073
Total Collection	Each	37,453	36,738	37,453	36,738
General Statistics					
Gate Count		3,743	3,656	10,522	11,281
Hours Open	Each	154	143	463	462
Library Tours	Each	0	15	0	35
Program Visitors	Each	208	264	900	1,577
Public Computer Use	Hours	401	292	1,177	992
Patrons using computers	Each	594	456	1,887	1,503
Wifi Patron Usage	Each	383	758	1,123	2,657
Volunteer Hours	Each	159	120	507	489
Receipts					
		\$2,861	\$1,375	\$5,604	\$4,304
Civic Center Use					
City	Each	3	3	32	11
Library	Each	17	31	43	73
Public Rental	Each	6	4	9	10
Other - not for profit	Each	0	3	4	10
Total Civic Center Use		26	41	88	104



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: _____December 2018_____

DATE SUBMITTED: _____1-10-2019_____

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
December 20	Discussed broad based community support, the main street director and supported completing the annual report for Main Street accreditation. Discussed doing a survey of the businesses in 23019 to determine what they are interested in doing for cooperative marketing, why they are downtown and what is needed downtown. Project updates from Design and promotion tourism. Voted to book Kenny Ortiz, No Chance band for the Friday night street dance at Hogeys 2019.

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

Meeting Dates:	Update on projects or activities
Online	Secured volunteers for Hot cocoa stroll, Holiday Concert, the Art of Giving, and distributing promotional materials for Home for the holidays events.

PROMOTION:

Meeting Dates:	Events were very successful – businesses reported increased foot traffic and good sales throughout the month. Highest participation was Hot Cocoa Stroll and Art of Giving Saturday. Visits with Santa were popular throughout the month. Started planning the 2019 event calendar
	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
December 11	Holiday décor businesses created great holiday window displays and thanks to a donation we had \$500 in prizes for that. Design committee added lights to the Big Adirondack chair and on the wall of 18 N Main. Both locations were popular photo opps throughout the month. The parks department erected a huge lighted tree in Veterans Memorial park which was beautiful. And then erected it again in mid December when it fell during bad weather. Parks decorated the trees and gazebo in the park and installed lights at City hall and the library making downtown very festival. Property owner Allan Tolbert added lighted wreaths and decorations to his buildings. Overall downtown looked great. Started discussion with parks dept. about a pop up park in the spring in 200 block of Depot Street. started Planning for mural project in 2019.

ECONOMIC VITALITY/DOWNTOWN ECONOMIC DEVELOPMENT:

Meeting Dates:	Update on projects or activities
December 12	Planned a reception to recognize TDA Award winners in January with Sip Shop Stroll. Held a reception to recognize Guggenheim Fellow winner Margo Sawyer who owns preparty and lives and works in downtown Elgin. – UT Art sculpture professor.
	Planning meetings with Austin area developers and realtors about downtown property options. Holding business retention expansion visits with Owen Rock, ED Director.

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.*

Sip Shop and Stroll
January 10 Reception for TDA Award winners
February 14 – Valentine's day celebration
March 14 – All things Irish
April 11 Easter theme
May 9 Imagine the Possibilities tour

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

Elgin Main Street

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

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

Type of Inspections	Dec-17	Dec-18	Fiscal Yr. To Date	Calendar Yr. To Date
Building	60	60	246	928
Electrical	44	48	147	556
Plumbing	59	45	147	689
Gas	6	7	14	72
Mechanical	20	25	80	349
TOTAL	189	185	634	2594
Building				
Permits	15	15	41	252
Value	\$ 840,724.75	\$ 1,891,723.00	\$ 2,541,973.45	\$ 16,883,782.07
Fees	\$ 7,312.71	\$ 11,420.35	\$ 17,749.95	\$ 118,653.21
Electrical				
Permits	10	7	25	157
Fees	\$ 1,740.00	\$ 1,050.00	\$ 3,870.00	\$ 25,040.00
Plumbing				
Permits	10	9	21	133
Fees	\$ 1,660.00	\$ 2,550.00	\$ 4,620.00	\$ 24,640.00
Gas				
Permits	2	1	9	51
Fees	\$ 260.00	\$ 80.00	\$ 920.00	\$ 6,780.00
Mechanical				
Permits	10	5	17	112
Fees	\$ 1,380.00	\$ 690.00	\$ 6,220.00	\$ 19,040.00
Total All Fees	\$ 12,352.71	\$ 15,790.35	\$ 33,379.95	\$ 194,153.21

**December 2018
Building Permits**

Number of Permits		Type/Classification	Permit Fees		Valuation	
Dec-17	Dec-18		Dec-17	Dec-18	Dec-17	Dec-18
7	3	New Single Family	\$ 6,125.65	\$ 3,003.95	\$ 755,840.00	\$ 389,620.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
		New Commercial				
	1	New Industrial		\$ 1,860.60		\$ 288,000.00
		New Swimming Pools				
1		Moving Permit	\$ 473.00		\$ 50,000.00	
3	1	New Signs	\$ 157.32	\$ 78.66	\$ 4,784.75	\$ 3,000.00
4	5	Residential	\$ 556.74	\$ 478.08	\$ 30,100.00	\$ 29,799.00
	2	Non-Residential		\$ 5,999.06		\$ 1,181,304.00
	3	Demolitions		waived		\$ -
15	15		\$ 7,312.71	\$ 11,420.35	\$ 840,724.75	\$ 1,891,723.00
*BOA Request		None				
**BSC Requests		None				
P & Z Request		None				
Code Enforcement		Active December 2017	Active December 2018	Closed December 2017	Closed December 2018	Calendar YTD
Vehicles						102
Recreational Vehicle						12
Fences			1			12
Environmental				2	2	22
Fire Code						1
Illegal Signs				25	19	613
Property Maintenance				3	2	127
Unsafe Structures			1			17
Zoning						5
Total		0	2	30	23	911

*Board of Adjustments

**Building Standards Commission

Submitted By: Carlos Navejas

Date: January 22, 2019

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month December

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 Jan 15, 2019

Phone Number (512) 281-0318

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

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of CITY OF ELGIN Month December Year 2018	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,144	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
2. New Cases Filed	122	0	0	0	29	1
3. Cases Reactivated	25	0	0	0	15	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,151	11	0	1	1,239	4
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	103	0	0	0	18	0
b. Dismissed by Prosecution	3	0	0	0	1	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	6	0	0	0	14	2
2) By the Court	0	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	9					
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	0					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	6	0	0	1	2	0
10. Total Cases Disposed	127	0	0	1	36	2
11. Cases Placed On Inactive Status	32	0	0	0	11	1
12. Total Cases Pending End of Month:	13,139	13	0	0	2,579	18
a: Active Cases	8,992	11	0	0	1,192	1
b: Inactive Cases	4,147	2	0	0	1,387	17
13. Show Cause Hearings Held	21	0	0	0	6	3
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court	CITY OF ELGIN	TOTAL
Month	December	
Year	2018	
1. Transportation Code Cases Filed		1
2. Non-Driving Alcoholic Beverage Code Cases Filed		2
3. Driving Under the Influence of Alcohol Cases Filed		0
4. Drug Paraphernalia Cases Filed		1
5. Tobacco Cases Filed		1
6. Failure to Attend School Cases Filed		0
7. Education Code (Except Failure to Attend) Cases Filed		0
8. Violation of Local Daytime Curfew Ordinance Cases Filed		0
9. All Other Non-Traffic Fine-Only Filed		3
10. Transfer to Juvenile Court:		0
a. Mandatory Transfer		
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:		0
a. Warnings Administered		
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 December	Year 2018		
1. Magistrate Warnings:		4	
a. Class C Misdemeanors			
b. Class A and B Misdemeanors		10	6
c. Felonies		3	1
			TOTAL
2. Arrest Warrants Issued:			44
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			17
c. Felonies			2
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			0
9. Magistrate's Orders for Ignition Interlock Device Issued			0
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			3
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			30
16. Cases in Which Fine and Court Costs Waived for Indigency			4
17. Amount of Fines and Court Costs Waived for Indigency			\$1,454.00
18. Fines, Court Costs and Other Amounts Collected:			\$17,598.23
a. Kept by City			
b. Remitted to State			\$14,130.81
c. Total			\$31,729.04

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



December 2018 Parks Report

Michael Gonzalez

Our team is getting better in the areas of customer service and marketing. We have been able to train everyone on staff to help our clients with purchasing a membership at the Rec and attendance sees to support those efforts. We have also had several opportunities to test the space at the rec for different events. I am very proud of the way park staff has come together to work on these events for our programs and for the community.

Programs -Elizabeth

December's events were merry and bright in 2018; we hosted "Photos with Santa" where over 125 people were able to write and mail their letters to Santa, take photos with the Jolly Elf himself and go home with a physical copy of the photo, and enjoy Elgin Memorial Park in the morning with complimentary cookies and hot cocoa. We also baked and decorated cookies in the Elgin Rec Center kitchen for the first time, and created decorative snowflakes in the Fleming Grand Hall, all in preparation for the big day. Overall, we offered a variety of thematic events that catered to every age group and encouraged families to spend time together in the holiday season.

Admin and operations- Kayla

Memberships are going up slightly with many families and individuals renewing or purchasing new memberships because of the school break. Rentals at all facilities are down as we go through the holiday season. The following information shows how we have been doing in the last month, and the rest of the department during that same time:

Goals for January 2019

- Repack all the Christmas Lights
- Make new part time hires for the Rec Center.

Facility	Number of uses
Park Activity Summary	November 2018
Park/ Pavilion Rental	3
Ball Field Rental	22
Fleming Community Center/ Rec Center rentals	37
Monthly Rec Memberships	136
Yearly Rec Membership	7
Deposits	\$7,930.50

Public Works – December – 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:

Repaired school sign - County Line Road
Replaced street sign – Fisher Street
Replaced Child at Play sign - Fisher Street
Replaced stop sign - Jackson and Madison
Removed 2 Down Town Parking

Permanent Street, utility cut repairs, pot hole repairs:

Pothole patched throughout town:
Multiple locations
Saw cut utility cuts to prep for permanent repair
Patched locations:
Jackson Street
Madison Street
Pecan Drive
Plum Drive
Martin Luther King Boulevard
Level-up location:
Williams Street

Crack Seal

Golden Eagle Way

Curb, Gutters, Drains, and Ditch Cleaning

Ditches cleaned:
North Avenue F
East 8th Street
Madison Street
Cleaned curb and gutters:
Saratoga Farms
Lee Dildy Boulevard
Roy Rivers Road
Lake Terrace Boulevard
Unstopped culvert – North Main Street
Cleaned curbs – downtown area

Trees and Brush:

Trimmed low limbs:
Ila Street
Washington Street
North Avenue C
Trimmed low limbs and brush:
Alley between North Avenue H and North Avenue F
Alley between North Main Street and North Avenue C off West 11th Street

Trimmed low limbs blocking stop sign - Houston Street
Removed fallen limb – Ila Street
Removed fallen tree in alley off East 6th Street

Miscellaneous:

Completed minor repairs equipment:

310D - Backhoe
310G - Backhoe
Rhino shredder
DT4 – Dump Truck

Call-In:

12/26/2018 - Flooding road closures

Road closures:

County Line Road @ US 290
FM 1100
Central Avenue
West Brenham Street
North Avenue C

Debris cleanup resulting from heavy rains:

County Line Road
FM 1100
Downtown area
North Avenue A
North Avenue C

Added base to alley between North Main Street and North Avenue C
off West 11th Street

12/28/2018 - Gas leak road closures

Acknowledgments: We would like to thank the Mayor, City Council, and City employees who worked hard to make our annual Christmas party a success.

Saratoga Farms Subdivision Section 6:

Subgrade preparation
Utility Installation

Lee Dildy and Roy Rivers Boulevard Extension Project

Award notice will be proposed to Mayor and City Council at the regularly scheduled City Council meeting in January 2019.

Joe Parten

Director, Public Works
City of Elgin

Elgin Police Department

December – 2018

Monthly Report

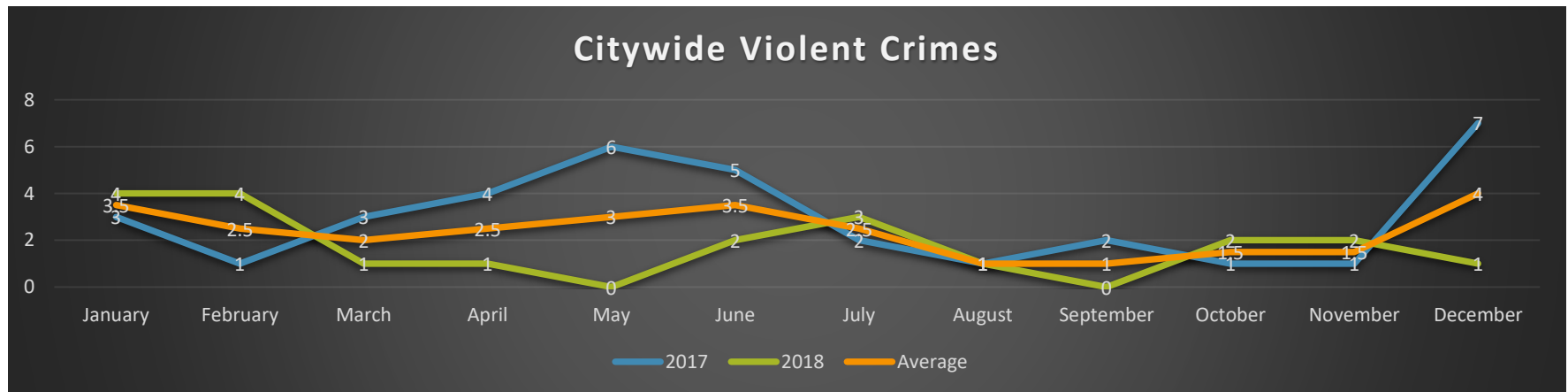


Elgin Police Department

Citywide Monthly Crime Reports - December 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	1	2	-100%	1	nc	5	3	67%	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	4	-400%	2	11	-82%	0	0%
Agg Assault - FV	0	0	nc	2	-200%	7	14	-50%	7	100%
Total	1	2	-100%	7	-86%	20	35	-43%	9	45%



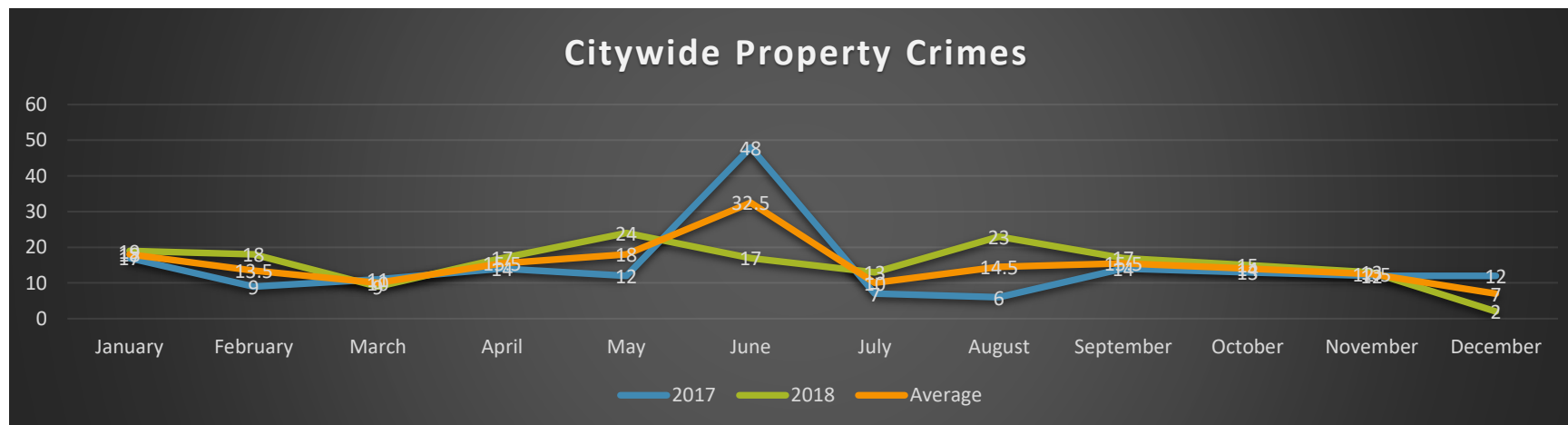


Elgin Police Department

Citywide Monthly Crime Reports - December 2018

Property Crime

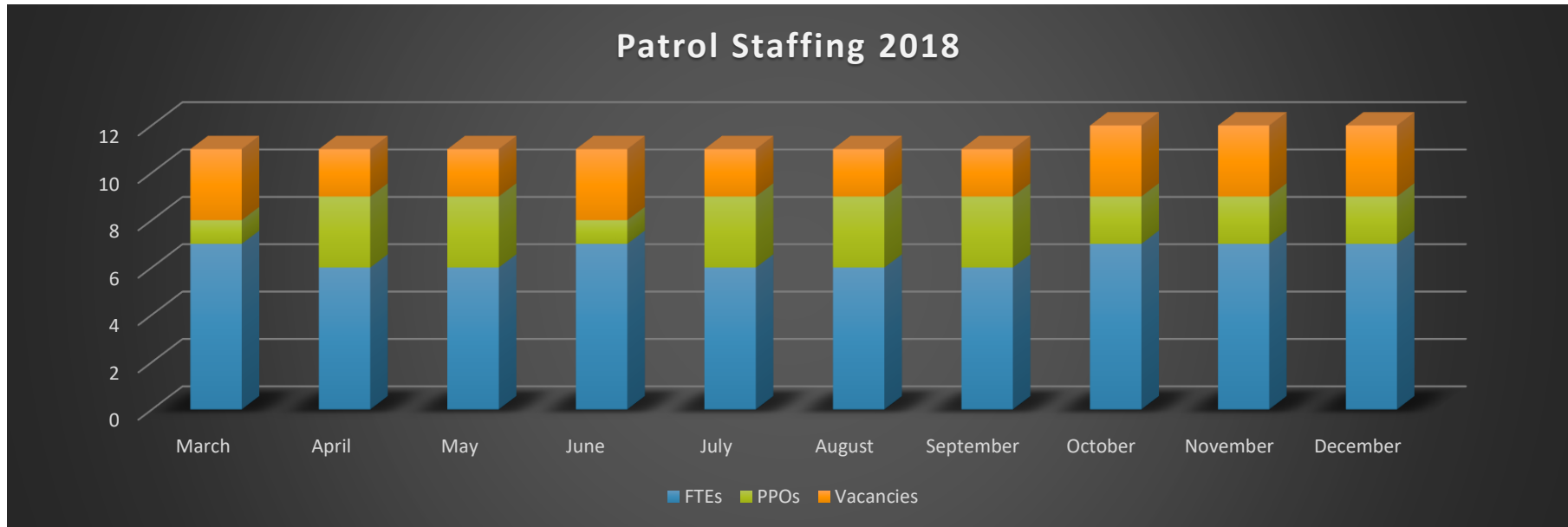
Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Burglary Non-Residence	0	3	-300%	2	-200%	19	16	19%	1	5%
Burglary Residence	2	0	200%	1	100%	25	24	4%	7	28%
Auto Theft	0	1	-100%	0	nc	14	14	nc	11	79%
BOV	0	3	-300%	5	-500%	32	33	-3%	3	9%
Other Theft	0	6	-600%	4	-400%	96	92	4%	20	21%
Total	2	13	-85%	12	-83%	186	179	4%	42	23%





Elgin Police Department

Patrol Staffing - December 2018

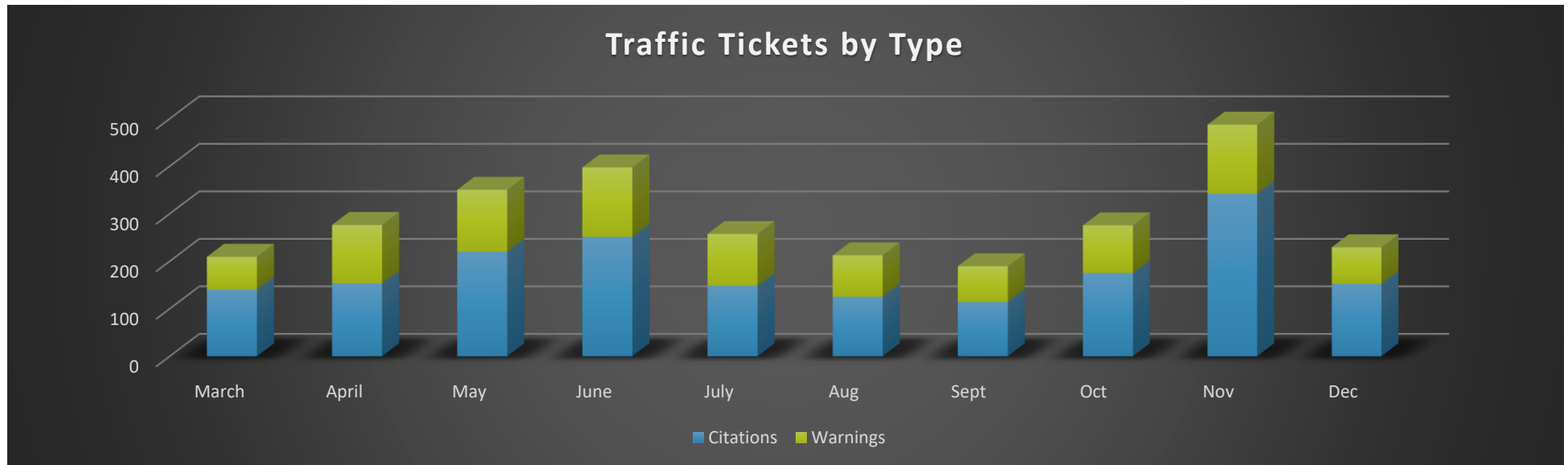


	Authorized	Open (Vacant)	Current	Actual % Vacant
December	12	3	9	25%
November	12	3	9	25%
October	12	3	9	25%
September	11	2	9	18%
August	11	2	9	18%
July	11	2	9	18%



Elgin Police Department

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



	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2018	2017
Citations	170	156	141	154	221	252	149	126	115	176	343	153	2156	2674
Warnings	132	114	69	123	130	146	109	87	75	100	145	77	1307	1193
Total	302	270	210	277	351	398	258	213	190	276	488	230	3463	3867

Note: 10% decrease from 2017 during the same period. This data will differ from Racial Profiling Data (includes traffic stops and all other citations).



Elgin Police Department

Call Analysis – December 2018

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Ave
Dispatched calls	426	392	505	461	524	422	432	453	423	438	344	455	440
Self-Initiated	442	458	453	485	503	508	528	522	367	494	674	330	480
Total Calls	868	850	958	946	1027	930	960	975	790	932	1018	785	920

													Ave
Total Time CFS	18,024	30,488	20,620	40,537	22,844	18,068	22,182	27,004	22,151	32,908	37,485	28,124	26,703
Committed Time	40%	76%	46%	94%	51%	42%	50%	60%	51%	74%	87%	63%	61%

Goal for committed time = no more than 60%

UTILITY BILLING REPORT		December 2018
Billed out	\$468,792.21	
Past due notices	562	\$86,248.77
Work orders-Cut offs	56	
Disconnected for non pmt	44	
Extension to pay 1st	39	
Extension due for disconnect	6	
Meter tamper fee	0	
After Hour turn on	0	
Accounts set to final	0	for non pmt
Leak Adjustments	6	

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	30	3
FINAL READ	35	1
TRANSFERS / IN AND OUT	0	0
CTO'S / DISCONNECT NON-PMT	56	0
SET METER	0	2
ERT REPLACEMENTS	1	16
METER REPLACEMENTS	18	20
VISUAL READS	13	
FAILURE TO READ (MOBILE MISS)	82	0
RE READS	15	0
WL / CHECK FOR WATER LEAK	4	3
METERS DATA LOGGED	9	0
MISCELLANEOUS	13	20
TOTAL NUMBER OF WORK ORDERS	276	65
CURB STOPS - JOHN CALHOUN		
BROKEN CURB STOPS		37
SERVICE LINE REPAIR		2
MAIN BREAK		1
SEWER LINE REPAIR		4
TOTAL NUMBER OF WORK ORDER	0	44
BULK WATER		
PURCHASES	6	
TRIPS/GALLONS	10/4,000	
TOTAL COLLECTED	\$24.28	

Customer Service/A/R Supervisor

512-229-3220 office

Monthly Reports December 2018

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 11	0 Gallons
Well # 14	18,346,000 Gallons
Well # 15	14,454,000 Gallons
Water loss due to leaks or flushing	100,000 Gallons
Total Water Pumped	32,698,000 Gallons

Chemicals Used

Chlorine	858 Pounds
Sequest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.92 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

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

Department 026 Wastewater

Collections

Backups

Main Lines	3
Service Lines	10
After Hours Call-Outs	12

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	10
Curb Side Cleanouts Installed	0
Main Line Repairs	0
New Main Line Installed	0
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	2
Motors Pulled	0
Motors Installed	0
Electrical Issues (Repair/Replace Parts)	2
Floats Cleaned/Replaced	2
Grass/Weed Maintenance	9
After Hours Call Outs	4

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	1
Pumps Installed	1
Motors Pulled	0
Motors Installed	0
Control System/Electrical Repairs	1
Cleaned Wet Well Floats	1
Miscellaneous Repairs	10
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	511,900 Gallons
Maximum Daily Flow	3,083,500 Gallons
Average Daily Flow	835,900 Gallons
Total Monthly Flow	25,912,500 Gallons

Effluent DO (Dissolved Oxygen) Average	7.96
Effluent Chlorine Residual Average	1.71 mg/l
Effluent pH Average	7.2
Total Phosphorus Average	0.121
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	2.32
TSS (Total Suspended Solids) Average	2
Ammonia/Nitrates Average	0.077

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: Request by Friends of Elgin Parks to waive the open container ordinance in Veterans' Memorial Park for the Spring Music Series.

DEPARTMENT: Parks and Recreation

PROPOSED ACTION: Consider request by the Friends of Elgin parks to waive the open container ordinance in Veterans' Memorial Park for April 5th, 12th 19th and 26th, 2019 From 6:00pm - 10:00pm

BACKGROUND:

Music in the Park is an annual series in Veterans' Parks every April. The Friends of Elgin Parks has a passion for bringing great music acts and making them available to park goers. This event is a free concert series in Historic Downtown Elgin, where everyone is welcome.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Consider approval of request

ATTACHMENTS:

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To: Elgin City Council Members

The Friends of Elgin Parks is hosting the Music in the Park Series every Friday in April in Veterans' Park. We are requesting a waiver of the open container ordinance for these events.

The dates are: April 5, April 12, April 19 and April 26. The time requested for the waiver is 6pm-10pm.

The Friends of Elgin Parks is a 501C-3 organization through membership dues, fundraising events, and grants, currently provides funding for park activities. Our organization was formed in 1997 and has been providing support to the City of Elgin for over 20 years. The Music in Park Series began in 2003. Each year the music event brings people to the park for family entertainment. In addition to the music series, the organization provides financial support to the Kid Fish events held at Morris Park. We have also purchased trash cans, benches, trees, landscaping plants and Christmas lights for all the parks in Elgin. The organization has provided volunteers for the annual park clean up days, and tree planting work days in the parks.

We all share a passion for the Elgin Parks and invite you to join us for the Music in Park Series. Thank you for your consideration of waiving the open container ordinance for this event.

Sincerely,

Gena Carter
President
Friends of Elgin Parks



Elgin City Council Meeting Agenda Item Executive Summary

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RECOMMENDATION: Consider approval of request

ATTACHMENTS:

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We all share a passion for the Elgin Parks and invite you to join us for the Music in Park Series. Thank you for your consideration of waiving the open container ordinance for this event.

Sincerely,

Gena Carter
President
Friends of Elgin Parks



Kiwanis®



January 15, 2019

City Council Members:

My name is Jodie Lopez. I am currently organizing The 5th Annual SuperHero Run to Cure Diabetes 5k. This year we are excited to announce our first ever 1K run/walk for kids.

The last four years have been a tremendous success and we could not do it without your generosity. We are hoping that this year's 5K will be even better than the last. We have been able to donate a total of \$31,335 to The Juvenile Diabetes Research Foundation – Austin Chapter.

We would kindly ask for road closures as well as staff time and fees to be waived.

The 5k route will go from South Ave C – from Central Ave to West 11th, West 2nd – from Ave C to West 11th. West 11th from West 2nd to Ave C on March 9th from 8:00 a.m – 12:00 p.m. The Elgin Volunteer Fire Department has kindly offered to assist in road closures, as well. They've offered to help in any way they can for this event.

JDRF Austin Chapter partnered with me for the SuperHero 5k, and they are very excited the City of Elgin is helping in their mission to find a cure.

The SuperHero team is working hard to make this event our best year yet and to bring in more people than ever to beautiful Downtown Elgin. On behalf of the SuperHero team, we'd like to thank the City of Elgin for their support.

Sincerely,

Jodie Lopez
(512)229-6080



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Special City Council Meeting Minutes, November 27, 2018 and the City Council Regular Meeting Minutes, January 8, 2019.

DEPARTMENT: Administration

PROPOSED ACTION: Review and approve the City Council Special City Council Meeting Minutes, November 27, 2018 and City Council Regular Meeting Minutes, January 8, 2019.

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 November 27, 2018 City Council Special City Council Meeting Minutes, and the January 8, 2019 City Council Regular Meeting Minutes.

ATTACHMENTS: November 27, 2018 and January 8, 2019 Minutes.

- { } 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.

**MINUTES
ELGIN CITY COUNCIL SPECIAL MEETING
TUESDAY, NOVEMBER 27, 2018
ELGIN LIBRARY CIVIC CENTER, 404 N MAIN STREET**

CALL TO ORDER

Mayor Pro Tem Jessica Bega called the meeting to order at 7:01 p.m.

ROLL CALL

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

Staff: Thomas Mattis, City Manager
Charles Cunningham, Finance Director
Michael Gonzalez, Parks Director
Doug Prinz, Utilities Director
Charlie Crossfield, City Attorney

Mayor Pro Tem Bega stated that Mayor Cannon was ill and would not be in attendance.

INVOCATION

Council Member Penson gave the invocation.

PLEDGE OF ALLEGIANCE

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

GENERAL DISCUSSION

1. Review and Discussion of Staff Report regarding various issues associated with the extension of services to an area in the southeast quadrant of the city annexed in 2015 and related matters.

CITY COUNCIL SPECIAL MEETING

November 27, 2018 – Page 2

Elgin Public Library Civic Center

Mayor Pro Tem Bega stated that City Manager Thomas Mattis would speak and provide a presentation and afterwards everyone that was signed up to speak would have an opportunity to do so.

City Manager Thomas Mattis stated the presentation was the same one as the one at the last meeting and that he would go over it briefly. He stated everyone probably had a basic idea about the area being spoken about, the southeast quadrant of the city, and that the map was used before and reflected in the report. He stated it showed the existing city limits at the time of the annexation, and that there were actually two, to be discussed later, and completed in December of 2015 and included 131 acres with a variety of existing land uses. He stated that at the time of the annexation the primary objectives were in response to Bastrop expanding their jurisdiction and significant growth and development anticipated in that part of town. He stated the map is the City of Bastrop's ETJ map that was not available at the last presentation, showing Elgin and an area in the darker color representing Bastrop's legislative ETJ, and over time they had expanded their area. He stated that as required by state law the extension of all city services is required within a five-year period. He stated wastewater services had not yet been extended there and the only service that would require a significant capital investment on the city's part. He stated this was Aqua Water Supply's service area, so they were responsible for all water services out there and all other services were provided out there since the annexation. He stated that as it relates to the extension of wastewater services an analysis of the current situation was that it is approximately 47 tracts that would need service, and fewer than 50 single family homes. He stated that to serve the entire area would require about 15,000 linear feet of sewer main, with cost at this point based on a preliminary estimate is about 2.8 million. He stated that even at the maximum rate of residential development for that area it would calculate to be 667 single family lots meaning essentially if all that property out there developed into single family homes it could hold 667 but that was not anticipated. He stated that through impact fees only about a third of the cost would be recovered to extend the services out there. He stated that some of the other issues spoken about representing a bit of a challenge for the city is Code Enforcement and that this was an area that is still largely engaged in rural use and many of the properties are not in compliance with city code, although the city had not been aggressive in that area but that would need to be stepped up and would represent a change for the property owners out there. He stated that land development was another issue that is now coming to the forefront, with the requirements for land development such as platting, subdividing property, developing property, and building permits, are all more stringent in the city than the county. He stated that there were some development agreements that were executed at the time of the annexation with thirteen different owners of 300 acres of property. He stated those were not annexed because they have this development agreement and basically have voluntarily included themselves into the ETJ and are subject to annexation if they ever change from their current single-family use and ag exempt. He stated the financing related to the wastewater for improvements had no existing funding currently available, and a financing plan was not put together at the time the annexation was done.

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He stated there will be a partial offset in the cost from impact fees and as the wastewater is extended and the existing owners tie into the system they will be required to pay the \$1600 impact fee, and if everyone of the fifty properties out there tied in, it would generate \$8000 but that would not be a significant amount as it relates to the investment. Mr. Mattis stated no grant funds were anticipated to be available for this project so the only real financing option available is the issuance of new and additional debt. He stated that in conclusion from this analysis the current situation we are in was not unusual for cities for support of an annexation over time and in our particular case the city has a new Mayor, new Council Members and new City Manager and staff on board now and even though it has only been three years there have been a lot of changes which is why this conversation is going on now, to make sure we are still committed to this project. He stated many of the details included in the report made available now were not available at the time of the annexation, in particular the cost or plan for extending wastewater service. He stated that in order to comply with the law, the wastewater services would need to be extended by the end of 2020 and there was still time to do that with the project anticipated taking the better part of a year to design and construct. He stated that as with any project staff felt compelled to identify any possible alternatives and that the only real alternative that was apparent was to consider de-annexing the area, and while that was an unusual step it would avoid the city making this investment in both capital costs and operational impacts. He stated that de-annexation was a unique situation and not typical to cities, and that if it was the option the city was going to consider it would take a very deliberate approach.

Mr. Mattis stated that a few things had come up since the last meeting and information had come to him through Council Members and citizens, and he wanted to clarify that the report was on the city website and could provide copies if needed. He stated one comment that was received was that not all the information was included in the report. Mr. Mattis stated that all of the pertinent information was included and that as Council is aware things that the city is not going to do does not need to be identified and that if some of the information people were seeking was not in the report does not mean the report is not complete. He stated another comment received which created some confusion was that when the annexation was done there was actually two different annexations that combined, that made these two properties immediately adjacent to each other so there had been an assumption made that there is two different projects to talk about and the information included in the report, in particular the almost three million dollars that needs to be spent on extending the wastewater system needs to be doubled because there are two different annexations, and that this was not the case. There were two annexations strictly for legislative, legal purposes to get those done, and once they were done considered to be one area in the city limits, so the analysis done in the report extending wastewater services out there is for the entire annexed area, both areas, and that there were not two different annexations. He mentioned other comments made at the last meeting that were about the flood plain and flood maps that may be changing in the future, which was probably correct, and with all we had experienced in this part of the country in the last couple of years a lot of flood plain maps would be changing.

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He stated as that related to the city's responsibility in this area that it has no relevance to the city as the city does not do anything in the way of flood plain management that is totally a FEMA controlled issue that we have to comply with. He stated that the information we provide helps those flood plain maps get updated but it would not have any impact on services the city provides or doesn't provide. He stated that changing of the flood plain and flood plain maps may have an impact on individual property owners and what they can do with their property moving forward but that issue would not have any impact on city services at all. He stated all city services were already being provided out there with the exception of wastewater and was another issue that there may be confusion about. He stated that when property is annexed into the city the basic concept is that you join the city and receive the same level of services as everyone in the city does. He stated there was not a direct correlation between the taxes paid and services provided, and that all the services had been provided and the taxes properly assessed in receipt of those services moving forward. He stated that on January 1st is the date of taxation in Texas and whatever property is owned on January 1st is what someone is liable for in taxes. He stated that maybe some thought if the de-annexation happened before January 1st, they would not be liable for the taxes, but that he did not see that as a possibility as de-annexation is a very involved process. He stated trash and recycling services had been brought to his attention and was something that would be changing and that since the area had been annexed curbside collection of trash and recycling has been available and provided to all of the residents in that area or should have been. He stated the way services are paid as it relates to trash and recycling collection, is that the city contracts for the services and charge for those services based on providing the services to everyone who lives in the city, regardless if they use the service or not, pays for trash and recycling collection. He stated that he was told that when the annexation occurred people were told they needed to come in and sign up for trash and did not know why it was done that way and should not have been and will not be handled that way moving forward. Mr. Mattis stated that when this process goes forward then everyone will receive carts and everyone will be billed for the trash collection and recycling. Mr. Mattis stated that another item that came up in the feedback that was received it was suggested that there were other required upgrades to infrastructure out there that the city is supposed to do as far as this annexation. He stated that this is not correct and he believed someone looked at the city code and ascertained what is required for new development, such as if the use of the property is changed, if you are a new developer and bring in a new project and build new homes, then it is required to upgrade water and sewer system, fire hydrants, street lights and in some cases curb and gutter in the street, drainage and all of those things, but again only for new development. He stated that this annexation does not trigger a requirement on the city's part to do any of those things, and that the fire hydrants are not the responsibility of the city. He stated that Aqua water supply was solely responsible for the water services out there and any upgrades to the water system including any installation of fire hydrants and Aqua would make the decision on whether they would do it or not. He stated that the street lights would be the same way and not required simply because the property was annexed.

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He stated that the city does on a periodic basis throughout the town make decisions during the budget process where certain improvements may want to be made and this area would be open for some conversation, but that it was important to understand that the city was not required to make any of these upgrades in this area. He stated it was mentioned that these items were not mentioned in his report and that is why they were not included because they are not required and there are no plans to do so.

PUBLIC COMMENTS

Mayor Pro Tem Bega opened the Public Comments.

Ronnie Hardi spoke and stated he would like to be de-annexed and that his dad lives inside the city limits and was afraid that if the city went ahead with this project his dad's taxes would go up, and that his father was retired and on a fixed income, and that the city would not get any of the money back that they were talking about.

Gail Ernes was called but opted not to speak.

Margaret Alexander spoke and asked that the city not de-annex this property and when it was done the owners did not have a choice, and after it was done, they were excited and now they were being told it was being taken away from them. She stated she was also retired but that it would be nice to have the city services and asked they please consider not de-annexing them.

Robert Wenske spoke and stated he had a presentation and would try to summarize it and wanted to go back to the initial annexation process and that he realized this Council was not involved in the discussions when they were first talking about annexation. He stated that when the annexation was introduced to them, they were told that if they did not annex the City of Bastrop was going to move in and take them over which he did not see that happening, and that they would be receiving all these city services. He stated that they already had these services, that they had septic and water and most had contracts with garbage collectors and had to wait until that contract expired before he could sign up for the city service. He stated that the trash service was not particularly efficient in that area, but that it was getting better. He stated the only benefit he could see with the annexation would be the fire hydrants, but as the City Manager said that was not part of the service provided. He stated that none of the city services were services they would benefit from and that the city would not get 100% signup on sewage and would not recover all of the money. He stated that he understood that services once annexed were to be provided within 4 1/2 years which was quickly approaching and the city was going to have to hurry up and get this done or one of the stipulations granted says that if it is not completed in that time then those in that area can petition to be de-annexed and the city has to give all of the taxes back for the last 4 ½ years.

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He stated he was not interested in getting his taxes back but would be happy being de-annexed.

Chris Cieloncki spoke and stated he was against the annexation and he knew they would not get their money back from taxes and that was fine. He stated when they got annexed, they thought some of the services would be good like trash, even though they had no problem with the trash service they had before, but now they were constantly having to call for trash pickup or trash is half full and that it was terrible trash service. He stated that on the road the grass grows high and that the city mows most of the time but not all the way down 1704 and that sometimes you cannot see pulling out of the driveway and that needed to be looked at. He stated security was another issue and that they have an alarm system and have arrived from Austin before the Elgin Police Department did, and these were the reasons against annexation.

Bill Carlson spoke and stated he wanted to be de-annexed and that was why he was in attendance. He stated he had a solution everyone could live with and the solution was that the City of Elgin maintain their contiguous property, maintain their ETJ, give them everything they want and still get everything the city annexed the property for. He stated the city annexed the property to say the city did not want Bastrop to come up the road. He stated he had a solution to address all of their concerns and give the city what they wanted all at the same time. He stated he had done the research and had an example with him. He stated that in 2015 they were annexed, and Mr. Crossfield stood up prior to the annexation vote and told everybody they had 4 ½ years to provide the services and was very clear that the sewer line had to be in front of that house in 4 ½ years and whether they connect up to it or not they had to have it there. He stated he lived in area 2 which has about 25 residents and are in the fully annexed area. He stated he did some quick calculations and that area 2 by itself is going to have 10,000 linear feet of sewer and he was not sure how all of that could be done with 15,000 linear feet. He stated that when all of this started, they asked for the same development agreement people who were annexed had, the city would get their contiguous property, expand the ETJ and that they did not want to be in the city. He stated that they asked to be left alone to live in their houses but if they developed it then it would come in the city. He stated this development agreement would allow the city to meet the property owner's needs and meet the city's needs, with then getting the benefits of being de-annexed and quit paying taxes and that the city would not have to provide any services to them. He stated he would work to vote down any bond the city would try to get.

Mayor Pro Tem Bega reminded Mr. Carlson that if he wanted to discuss this further, he could contact the City Manager and set up a meeting.

David Townsend spoke and stated he had the same sentiments as Mr. Carlson and did not ask to be annexed. He stated that if they were going to be annexed, he did not understand why they were not afforded all of the privileges of the city.

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He stated the roads were horrible and if the city was saying they were not obligated to do anything for the roads, the city was forcing them to do something they never asked for, could not recuperate any money they put into this, and the city just had the right to kick them out. He said unlike some of the others he wanted his money if that is how they would be treated.

Mayor Pro Tem asked if any Council Members had any comments.

Council Member Gonzalez spoke and stated that he understood how these people feel, paying taxes and expecting services. He stated that he was one of the ones watching Manor and Bastrop and that some may not know the ETJ is 1 1/2 miles from our city limits and Manor has 5 1/2 miles, with Pflugerville north of us. He stated all of these cities were encroaching and coming close and that he was not advocating for keeping them in, but that Bastrop and Manor had a lot more money than Elgin does and city taxes for Bastrop would be a lot higher than Elgin taxes.

Mayor Pro Tem Bega spoke stating what was disturbing to her was the level of inconsistency in services and that the city worked hard to have that consistency of service. She stated that for that area it does need a lot of work and what happens from time to time it has just come into play with all of the other priorities of the city. She stated that area is growing but growth was going on in other places so unfortunately what happens is just a matter of level of priorities. She stated it was important to give attention to those level of services and if that meant going out there and assessing what needs to be mowed, having Code Enforcement go out there to ensure that the basics are covered at the very least it was what need to be done and would begin today.

City Manager Thomas Mattis stated that it was important to understand our commitment our requirement is to provide, as he stated earlier, that when a property is annexed the property and people that live there come and join the city, the city as it exists and the level of services the city is committed to providing is the same level of service the city provides everyone and that to his knowledge the city had done that. He stated just last week he had become aware of this inconsistency with trash collection and just because of annexation does not mean brand new streets, new sewer lines or new water lines. He stated the level of Police protection provided out there was the same that was provided to everyone else. Mr. Mattis stated that in response to a gentleman that spoke about mowing, that was something that was done consistently, and that 1704 was maintained by the county as it was their roadway.

Mayor Pro Tem Bega asked for clarification, that for the people that choose to stay annexed were there any options in regard to whatever decision was made, did they have an option to stay in the city limits regardless of the Council's decision.

City Manager Tom Mattis stated that yes, and important to understand that the property is annexed, and all the property is in the city now.

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He stated that he was not here when that decision was made, it was in the city now, and that his sole objective here was to comply with the law and fulfill the commitment the city made when the city annexed the property, so de-annexation is the only alternative to proceeding with the installation of the sewer as it was designed that will serve the entire area. He stated an option for Council to consider is whether to proceed with that investment and then talk about de-annexation. He stated there were many possibilities such as can part of it be de-annexed, de-annex some, different types of agreements with property owners in exchange for de-annexation. He stated it would take analysis on the staff's part to understand all the different unintended consequences of considering the de-annexation at this time. He stated all property that is annexed into the city has to be contiguous with the existing city limits. He stated another comment he wanted to respond to, was that to proceed with this the 3 million dollars needed for this project it would most likely require a debt issuance on the city's part, but that it would not be a debt issuance that would go to the voters, it would be a decision the Council would make.

Mayor Pro Tem Bega stated that she had another question and stated she knew there several people here who requested wastewater services when they were first brought into the city and that she wanted to understand what that process was like and the expectation back then as far as if they requested wastewater services what then, what happened after that? Was the city obligated to not necessarily provide the services because we had a level of time to do that and that what she didn't understand was what were they told and what can they expect now. She asked if the request is still valid and assumes that it is, and if the city is required to provide those wastewater services why take in additional requests if eventually that area is going to be serviced with wastewater.

City Manager Tom Mattis replied he was not here at the time and did not know if there were a legal element to formally making that request but that he had not received any since he had been here, but that did not mean just because they did not put in the request, they would not get the service.

City Attorney Charlie Crossfield spoke and stated that since the city annexed the law has changed where it is virtually impossible for cities now to involuntarily annex anybody, and had the city known that at the time the city probably would not have bothered to annex these properties if the sole reason was to thwart Bastrop from coming up there. He stated if the worry was if the city de-annexed this property it would give Bastrop a chance to come in there and annex it that is not going to happen. He stated the laws have changed and he legislature is making sure changes aren't made like they were in the past.

Mayor Pro Tem Bega asked what was next and how would the city go about finding out who would not like to stay within the city limits if it would be by mail or how to get the people in the area to get additional input.

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City Manager Tom Mattis stated that would be hard because there was a number of property owners that would be affected and there has been conflicting views so it would be difficult for an assessment at this point how every property owner feels. He suggested if Council is interested in giving further consideration into the possibility of de-annexing some or a few the first step would be a briefing from the City Attorney and do it in Executive Session.

Council Member Thomas stated that there was obviously enough support for de-annexation, and they needed to take that seriously and look at the different options to legitimately weigh and make sure the people in that area are taken care of and doing our part by getting all of the details.

Mayor Pro Tem Bega stated she wanted to clarify when she mentioned the level of basic services, she was speaking specifically to trash collection.

Mayor Pro Tem Bega stated Council would be going into Executive Session and everyone was free to stay but would have to wait outside. She stated they would continue the discussion in Executive Session but that no action would be taken.

City Manager Tom Mattis stated he did not anticipate having this on next week's Council meeting and they would still be gathering information and would probably be in the January meeting.

Mayor Pro Tem Bega closed the regular meeting at 8:14 p.m. and moved into Executive Session pursuant to Chapter 551 of the Texas Government Code.

Mayor Pro Tem Bega reconvened into the regular meeting from Executive Session at 9:17 p.m. and stated that Council had given direction to the City Attorney and the City Engineer to continue to explore options and bring back to Council some of those options early next year and that going into the month of January at the regular Council meetings updates would be provided as part of the City Manager's report.

City Manager Thomas Mattis reminded everyone about the Christmas party next week.

Mayor Pro Tem Bega adjourned the meeting at 9:18 p.m.

Mayor Pro Tem Jessica Beta

ATTEST:

Amelia Sanchez, City Secretary

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, JANUARY 8, 2019**

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
Daniel Lopez, Council Member
Neil Beyer, Council Member
Sue Brashar, Council Member

Mayor Cannon certified there was a quorum and that Council Member Thomas would not attend the meeting.

Council Member Lopez stated that Council Member Thomas had a pastoral obligation he had to go to and made a motion to excuse Council Member Thomas. Council Member Penson seconds the motion.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Patrick South, Police Chief
Owen Rock, ED Director
Amy Miller, Community Development Director
Joe Parten, Public Works Director
Beau Perry, City Engineer
Charlie Crossfield, City Attorney

INVOCATION

Council Member Mary Pence gave the invocation and asked for a moment of silence for Commissioner Snowden.

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

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Mayor Cannon opened Public Comment.

Bill Carlson spoke and stated he was here to speak on de-annexation and that he understood that this City Council had changed since December of 2015, and changes to state law to some degree, change the City Council's priorities. He stated Elgin is now faced with coming up with options to address the legal responsibilities they accepted when they annexed these properties. He stated that after speaking to a engineer friend of his, his friend's opinion was a lift station was most likely required. He stated he did not have exact numbers but that numbers like 1.7 to 2.3 million dollars were scary, and that Elgin is now debating how to pay for and where the money will come from for the SH95, VFW, Ella, and Old Sayer sewer line. He stated that there are better uses for the tax dollars of the city residents of the City of Elgin to be spent than on that sewer line being discussed.

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

PRESENTATION

1. Presentation and Introduction of New Public Works Equipment Operator – Joe Parten
Director of Public Works.

- Ricky Perez

Joe Parten, Director of Public Works introduced Ricky Perez, a new Public Works employee.

CITY MANAGER'S REPORT

1. Update on Seton/Ascension Health Center Project and Ground Breaking.

City Manager Thomas Mattis spoke and stated that the Seton Ground Breaking ceremony would be held on January 16th at 10:00 a.m. and spoke about a new rendering provided by Seton, much different and a lot nicer than the first rendering, and that Seton was committed to the community.

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.

City Manager Thomas Mattis stated that this item was to discuss a Letter of Intent that was signed with Brohn Homes, a development called Altessa, a major residential development that will be located on County Line Road.

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He stated this was the letter of intent that the Manager has signed with the developer that spells out basic parameters for an agreement on a project that we would do. He stated a letter of agreement was not a binding or contractual agreement on behalf of the city or the Developer, but simply a way to document for the record what the intent is for the development agreement. He stated that Council was not being asked to vote on anything tonight but wanted them to have a picture of what the plan is and welcomed any feedback as everything moves forward. Mr. Mattis went over the concept plans that included 1200 single family units, including 7 acres of parkland, 38 acres of open space located within the 100-year flood plain, 26 acres open space outside the 100-year flood plain, 6 acres of private amenity space for residents and approximately 2 acres for the public safety services site. Mr. Mattis stated the concept of this MUD was that every part of the infrastructure, all the public improvements necessary to serve the MUD, would be paid for entirely by the MUD or the Developer including all public facilities and there would be no cost associated with that development to the city. He stated that wastewater was an issue for the Developer but a service that the city would provide and given its location the city would be able to provide wastewater services without some of the challenges that the city has with the Heritage Lakes project. He stated that the Developer would provide a Traffic Impact Analysis for County Line Road and it is anticipated that improvements or upgrades to this road will be required and the Developer will provide funding at least equal to 50% of the cost for all such improvements. Mr. Mattis discussed the impact to the schools regarding this development and stated that the developer was very much interested in providing acreage for a school site, but from the Developer's and city's stand point there would also need to be a commitment from the school to build within a reasonable time. Mr. Mattis encouraged feedback, comments or questions from everyone and that unless there was different direction from Council, they would be moving forward with a development agreement.

3. Update on Proposal to the Texas Department of Transportation to Authorize a Truck Route that will Prohibit large truck traffic on Loop 109 Main Street.

Mr. Mattis stated he had an update on the truck route project and that they were able to complete the application, proposal to TXDOT along the lines talked about previously and had filed it last month. He stated the initial feedback he got from them was that we could hear back from them by the end of this month.

4. Monthly Departmental Activity Reports - November.

There were no questions or discussion on the monthly reports.

CONSENT AGENDA

1. City Council Meeting Minutes – December 4, 2018.

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

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AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

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.

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.

Council Member Penson moved to approve the Consent Agenda as presented with the corrections to the minutes removing the duplicate word. Council Member Bega seconds the motion. Motion carried 8-0.

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.

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

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.

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

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.

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

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

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

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

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.

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

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

Council Member Beyer moved to re-appoint Brenda Pina and Regan Dumbeck to the Board of Adjustments. Council Member Brashar seconds the motion. Motion carried 8-0.

Council Member Penson moved to re-appoint Candido Carranza and Patrick Dudley to the Building Standards Commission. Council Member Brashar seconds the motion. Motion carried 8-0.

Council Member Penson moved to re-appoint Molly Alexander, Bryan Bracewell, Sue Brashar and Jessica Bega to the Economic Development Corporation. Council Member Beyer seconds the motion. Motion carried 8-0.

Council Member Brashar moved to appoint Molly Alexander, Micah Irwin, Ed Rivers and Allan Tolbert to the Historic Review Board with a residency waiver for the last two. Council Member Beyer seconds the motion. Motion carried 8-0.

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CITY ANNEX COUNCIL CHAMBERS

Council Member Bega moved to re-appoint Kay Silkenson, Patsy Hoffman, and Sandy Smith to the Library Advisory Board, and waive the residency option for Kay Silkenson. Council Member Beyer seconds the motion. Motion carried 8-0.

Council Member Brashar moved to appoint Theresa McShan, add Krista Marx, Sherry Rivers to the Main Street Board and give Stacey Wilhite the residency waiver. Council Member Penson seconds the motion. Motion carried 8-0.

Council Member Gonzalez moved to appoint Gilbert Rangel along with Ronald Creppon and Brian Lundgren to the Planning and Zoning Commission. Council Member Brashar seconds the motion. Motion carried 8-0.

Council Member Brashar moved to appoint James Sides, Erin Flores and Tara Minor and if needed come back and do a residency waiver upon verification and appoint Sonya Rangel to the Parks and Recreation Advisory Board. Council Member Beyer seconds the motion. Motion carried 8-0.

Council Member Penson moved to re-appoint Randy Starr, Bettye Lofton, and Vince Dungan to the Public Safety Advisory Committee. Council Member Lopez seconds the motion. Motion carried 8-0.

ANNOUNCEMENTS

Mayor Cannon mentioned the loss of County Commissioner Bubba Snowden earlier in the week. Amy Miller mentioned the Body and Shine reception and Sip, Shop and Stroll this week. Council Member Penson mentioned the MLK walk in Bastrop.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 9:10 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 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

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of an Ordinance formally establishing a Truck Route within the City.

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.

At the request of City Council, the staff completed a review 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; and that plan was endorsed by City Council.

Subsequently, the staff submitted a formal proposal to the Texas Department of Transportation (TxDOT) requesting formal authorization for said Truck Route; and TxDOT has now approved this request. Adopting this Ordinance as now proposed is the final step in formally establishing the Truck Route and authorizing its legal enforcement.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance formally establishing a Truck Route within the City; and routine direction to staff, if any.

ATTACHMENTS:

10/25/18 City Manager memorandum
Ordinance with Truck Route map

{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.

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.

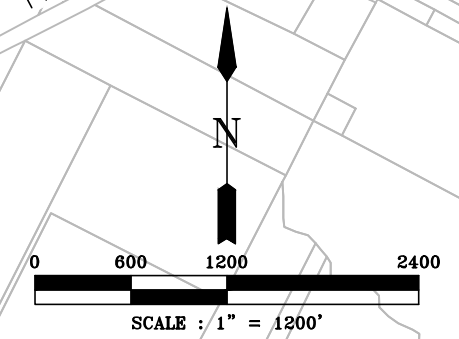
CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

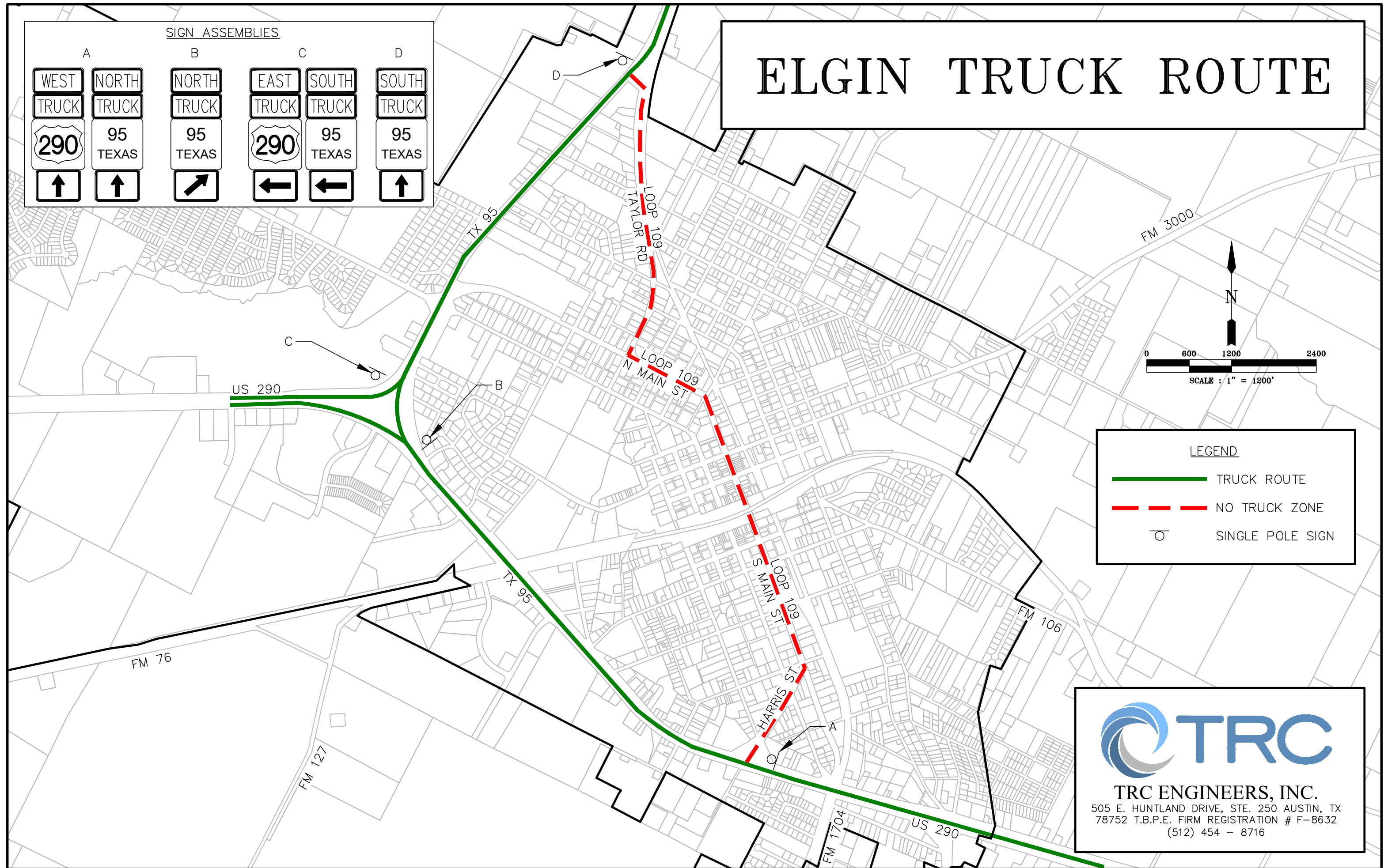
ELGIN TRUCK ROUTE

SIGN ASSEMBLIES				
A	B	C	D	
WEST TRUCK	NORTH TRUCK	NORTH TRUCK	EAST TRUCK	SOUTH TRUCK
290	95 TEXAS	95 TEXAS	290	95 TEXAS
↑	↑	↗	←	←
↑	↑	↑	↑	↑



LEGEND	
	TRUCK ROUTE
	NO TRUCK ZONE
	SINGLE POLE SIGN


TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX
78752 T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716



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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE CONTRACT WITH CHRISTOPHER SWENSON AND EMILY B. SWENSON TO ACQUIRE CERTAIN REAL PROPERTY FOR THE LOCATION OF THE CENTRAL WASTEWATER LIFT STATION AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Utilities

PROPOSED ACTION:

Approval of the Resolution authorizing the Mayor execute a Real Estate Contract with Christopher Swenson and Emily B. Swenson in the total amount of \$10,000.00 to acquire land for the location of the new Central Wastewater Lift Station.

BACKGROUND:

Discussed at previous meetings; The Central Wastewater Lift Station is an integral part of the City's wastewater collection system; yet is well past its useful life and is in need of replacement. The land that is the subject matter of this Resolution has been determined to be the appropriate location for the new/upgraded lift station; and the staff has now negotiated a purchase price for same that we believe is warranted and appropriate.

For further details on the construction project, see the attached description from the approved 2018 Five-Year Capital Plan.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution as presented.

ATTACHMENTS:

Resolution
Real Estate Contract
5YRCP – Central Lift Station

- { } 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 MAYOR TO EXECUTE A REAL ESTATE
CONTRACT WITH CHRISTOPHER SWENSON AND EMILY B.
SWENSON TO ACQUIRE CERTAIN REAL PROPERTY FOR THE
LOCATION OF THE CENTRAL WASTEWATER LIFT STATION
AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin provides wastewater collection and treatment services throughout the city and within its designated Certificate of Convenience and Necessity (CCN) area; and

WHEREAS, the City wastewater collection system includes a lift station that is outdated and beyond useful life, yet represents an integral part of the system serving a large portion of the City; and

WHEREAS, city staff has now negotiated a purchase agreement to acquire certain real currently located on Central Avenue and owned by Christopher Swenson and Emily B. Swenson to locate the new and/or upgraded Central Wastewater Lift Station.

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

Section 1. That the above recitals are true and correct; and the Mayor is authorized to execute a Real Estate Contract with Christopher Swenson and Emily B. Swenson in the total amount of \$10,000.00, a copy of said Contract being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2. Through the approval of this Resolution, the City Council does hereby acknowledge that this item was not specifically included or approved within the FY18-19 City of Elgin Annual Budget; and that said budget will be amended at a future date to formally appropriate funds for this item.

Section 3. 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 was discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 5th day of February, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

REAL ESTATE CONTRACT

Lift Station

THIS REAL ESTATE CONTRACT ("Contract") is made by CHRISTOPHER SWENSON and EMILY B. SWENSON (referred to in this Contract as "Seller") and the CITY OF ELGIN, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

All of that certain 0.095-acre tract out of the Elizabeth Standifer Survey, Abstract No. 59, in Bastrop County, Texas, being a portion of that certain 10.497-acre tract conveyed to Christopher Swenson and Emily B. Swenson by Deed of record in Volume 2194, Page 378 of the Official Public Records of Bastrop County, Texas; being more fully described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of TEN THOUSAND and 00/100 Dollars (\$10,000.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash to Braun & Gresham, PLLC in Trust for Seller, at the Closing.

Additional Provisions

2.03. Purchaser is purchasing the Property to construct a lift station. Purchaser agrees to coordinate with Seller regarding the color and design on the 8-foot-tall walls of the lift station. Purchaser agrees to construct the lift station within a 30-foot by 30-foot footprint as shown on Exhibit "C" attached hereto for all purposes. Additionally, Purchaser agrees that exterior lighting on the lift station will be controlled by a switch on-site and will be switched off unless a representative of Purchaser is on the Property. If any utilities cross the Property to service the Seller, the Purchaser agrees not to impede Seller's access to those utility services.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of a title company of Purchaser's choosing on or before February 15, 2019, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to the City of Elgin, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable with Purchaser responsible for all of the 2019 property taxes for the Property;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

The Deed shall be in substantially the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

- (d) Deliver to Purchaser possession of the Property if not previously done.
Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for

the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

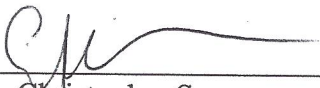
Effective Date

8.10 This Contract shall be effective as of the date it is approved by the City of Elgin, Texas which date is indicated beneath the Mayor's signature below.

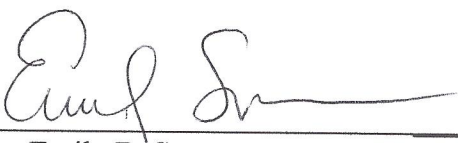
Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

By: 
Christopher Swenson
858 Central Avenue
Elgin, Bastrop County, Texas 78621

Date: JAN 25, 2019

By: 
Emily B. Swenson
858 Central Avenue
Elgin, Bastrop County, Texas 78621

Date: Jan 25, 2019

PURCHASER:

THE CITY OF ELGIN, TEXAS

By: _____
Chris Cannon, Mayor

Address: 310 N. Main Street
P. O. Box 591
Elgin, Texas 78621

Date: _____

EXHIBIT "A"



6477 FM 311 | PO BOX 992
SPRING BRANCH, TX 78070
830.228.5788 P | 830.885.2170 F
WWW.MSENGR.COM | TBPLS #10044200

0.095 ACRE TRACT
18TRC001 (EASEMENTS).DWG

FN NO. 18TRC001
FEBRUARY 5, 2018

FIELDNOTE DESCRIPTION

BEING A 0.095 ACRE TRACT OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT No. 59 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 10.497 ACRE TRACT CONVEYED TO CHRISTOPHER SWENSON AND EMILY B. SWENSON BY DEED OF RECORD IN VOLUME 2194, PAGE 378 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.095 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A FOUND ½ INCH IRON ROD WITH RED CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD, CONVEYED BY DEED OF RECORD IN VOLUME 9837, PAGE 407 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND THE NORTHERLY RIGHT OF WAY LINE OF UPPER ELGIN RIVER ROAD (COUNTY ROAD 127), BEING THE NORTHEASTERLY CORNER OF SAID 10.497 ACRE TRACT AND HEREOF;

THENCE, S 58° 25' 26" W, ALONG THE COMMON NORTHERLY RIGHT-OF-WAY LINE OF UPPER ELGIN RIVER ROAD (COUNTY ROAD 127) AND SOUTHERLY LINE OF SAID 10.497 ACRE TRACT, A DISTANCE OF 153.19 FEET TO A SET ½ INCH IRON ROD (WITH CAP STAMPED "SHERWOOD"), MARKING THE SOUTHERLY CORNER HEREOF;

THENCE, N 31° 34' 34" W, LEAVING THE NORTHERLY RIGHT OF WAY LINE OF UPPER ELGIN RIVER ROAD (COUNTY ROAD 127), INTO AND ACROSS SAID 10.497 ACRE TRACT, A DISTANCE OF 54.14 FEET TO A SET ½ INCH IRON ROD (WITH CAP STAMPED "SHERWOOD") IN THE COMMON LINE OF SAID CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD AND SAID 10.497 ACRE TRACT, MARKING THE NORTHWESTERLY CORNER HEREOF;

THENCE, N 77° 53' 11" E, ALONG SAID COMMON LINE, A DISTANCE OF 162.48 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.095 ACRES OF LAND, MORE OR LESS.

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

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

SHERWOOD SURVEYING & SUE, LLC
P.O. BOX 992
SPRING BRANCH, TEXAS 78070
TBPLS FIRM #10044200

Melissa T. Hinton 2/5/18
MELISSA T. HINTON DATE
R.P.L.S. #6521 STATE OF TEXAS





0 50 100 200
SCALE (FEET)

0.095 ACRES
(4,146 SQ. FT.)

CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD

(REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS)
VOL. 9837, PG. 407
N77°53'11"E 197.08'
162.48'
183.19'
S88°25'36"W 204.95'
S12°47'04"E 25.00'
1/2" IRF WITH RED CAP
P.O.B.
(CM)
1/2" IRF WITH RED CAP
1/2" IRF WITH RED CAP RPLS 4758
(CM)
1/2" IRF WITH RED CAP RPLS 4758
UPPER ELGIN RIVER ROAD
(COUNTY ROAD 127)
S45°46'38"W 270.71'
1/2" IRF WITH RED CAP RPLS 4758
10.497 ACRES
CHRISTOPHER SWENSON
AND EMILY B. SWENSON
VOL. 2194, PG. 378
0.566 ACRES
VOL. 1717, PG. 717
1.034 ACRES
VOL. 1830, PG. 828

LEGEND

- P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
● 1/2" IRON ROD FOUND
(UNLESS NOTED)
○ 1/2" IRON ROD SET WITH
YELLOW CAP "SHERWOOD
SURVEYING"
CM CONTROLLING MONUMENT

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

DATE OF FIELDWORK: 01/25/18
BASIS OF BEARING IS NAD83 TEXAS STATE PLANE
COORDINATES, CENTRAL ZONE



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FROM REGISTRATION # F-6532
(512) 454 - 8716



Melissa T. Hinton 2/5/18

MELISSA T. HINTON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6521
DATE
SHERWOOD



647 FM 311
P.O. BOX 592
SPRING BRANCH, TEXAS 78070
PHONE: (830) 228-0446
FAX: (830) 555-2170
TBP/LS FIRM #1004260

SURVEYING & S.U.E.

LINE	BEARING	DISTANCE
1	N 31°34'34" W	54.14'

EXHIBIT "B"

DEED

THE STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CHRISTOPHER SWENSON and EMILY B. SWENSON, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the City of Elgin, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the CITY OF ELGIN, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Bastrop, State of Texas, along with any improvements thereon, being more particularly described as follows ("Property"):

All of that certain 0.095-acre tract out of the Elizabeth Standifer Survey, Abstract No. 59, in Bastrop County, Texas, being a portion of that certain 10.497-acre tract conveyed to Christopher Swenson and Emily B. Swenson by Deed of record in Volume 2194, Page 378 of the Official Public Records of Bastrop County, Texas; being more fully described by metes and bounds and sketch in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Bastrop County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Elgin, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other material upon, in and under said land for use on the Property, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the City of Elgin, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the City of Elgin, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

[Signature pages follow]

GRANTOR:

CHRISTOPHER SWENSON

EMILY B. SWENSON

ACKNOWLEDGMENTS

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by **CHRISTOPHER SWENSON**, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by **EMILY B. SWENSON**, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

City of Elgin, Texas
310 N. Main Street
P. O. Box 591
Elgin, Bastrop County, Texas 78621

AFTER RECORDING RETURN TO: GRANTEE

EXHIBIT "A"



6477 FM 311 | PO BOX 992
SPRING BRANCH, TX 78070
830.228.5788 P | 830.885.2170 F
WWW.MSENGR.COM | TBPLS #10044200

0.095 ACRE TRACT
18TRC001 (EASEMENTS).DWG

FN NO. 18TRC001
FEBRUARY 5, 2018

FIELDNOTE DESCRIPTION

BEING A 0.095 ACRE TRACT OUT OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT No. 59 IN BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 10.497 ACRE TRACT CONVEYED TO CHRISTOPHER SWENSON AND EMILY B. SWENSON BY DEED OF RECORD IN VOLUME 2194, PAGE 378 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.095 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A FOUND ½ INCH IRON ROD WITH RED CAP AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD, CONVEYED BY DEED OF RECORD IN VOLUME 9837, PAGE 407 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND THE NORTHERLY RIGHT OF WAY LINE OF UPPER ELGIN RIVER ROAD (COUNTY ROAD 127), BEING THE NORTHEASTERLY CORNER OF SAID 10.497 ACRE TRACT AND HEREOF;

THENCE, S 58° 25' 26" W, ALONG THE COMMON NORTHERLY RIGHT-OF-WAY LINE OF UPPER ELGIN RIVER ROAD (COUNTY ROAD 127) AND SOUTHERLY LINE OF SAID 10.497 ACRE TRACT, A DISTANCE OF 153.19 FEET TO A SET ½ INCH IRON ROD (WITH CAP STAMPED "SHERWOOD"), MARKING THE SOUTHERLY CORNER HEREOF;

THENCE, N 31° 34' 34" W, LEAVING THE NORTHERLY RIGHT OF WAY LINE OF UPPER ELGIN RIVER ROAD (COUNTY ROAD 127), INTO AND ACROSS SAID 10.497 ACRE TRACT, A DISTANCE OF 54.14 FEET TO A SET ½ INCH IRON ROD (WITH CAP STAMPED "SHERWOOD") IN THE COMMON LINE OF SAID CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD AND SAID 10.497 ACRE TRACT, MARKING THE NORTHWESTERLY CORNER HEREOF;

THENCE, N 77° 53' 11" E, ALONG SAID COMMON LINE, A DISTANCE OF 162.48 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.095 ACRES OF LAND, MORE OR LESS.

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

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

SHERWOOD SURVEYING & SUE, LLC
P.O. BOX 992
SPRING BRANCH, TEXAS 78070
TBPLS FIRM #10044200

Melissa T. Hinton 2/5/18
MELISSA T. HINTON DATE
R.P.L.S. #6521 STATE OF TEXAS





0 50 100 200
SCALE (FEET)

0.095 ACRES
(4,146 SQ. FT.)

CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD

(REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS)
VOL. 9837, PG. 407

(CM)

P.O.B.

1/2" IRF WITH
RED CAP

N77°53'11"E 197.08'

162.48'

183.19'

S58°25'36"W 204.95'

1.034 ACRES
VOL. 1830, PG. 828

1/2" IRF WITH
RED CAP

(CM)

1/2" IRF WITH
RED CAP RPLS 4758

25.00'

S12°47'04"E

UPPER ELGIN RIVER ROAD
(COUNTY ROAD 127)

S45°46'38"W 270.71'

0.566 ACRES
VOL. 1717, PG. 717

1/2" IRF WITH
RED CAP RPLS 4758

(CM)

10.497 ACRES
CHRISTOPHER SWENSON
AND EMILY B. SWENSON
VOL. 2194, PG. 378

1/2" IRF WITH
RED CAP RPLS 4758

(CM)

LEGEND

P.O.B. POINT OF BEGINNING

P.O.C. POINT OF COMMENCING

⊙ 1/2" IRON ROD FOUND
(UNLESS NOTED)

○ 1/2" IRON ROD SET WITH
YELLOW CAP "SHERWOOD
SURVEYING"

CM CONTROLLING MONUMENT

Melissa T. Hinton 2/5/18

MELISSA T. HINTON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6521

DATE
SHERWOOD

647 FM 311
P.O. BOX 592

SPRING BRANCH, TEXAS 78070

PHONE: (830) 228-0446

FAX: (830) 555-2170

TRPLS TRM • 1004260



SURVEYING & S.U.E.



TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FROM REGISTRATION # F-8632
(512) 454 - 8716

SURVEYOR NOTES:

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

DATE OF FIELDWORK: 01/25/18

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

0 50 100 200
SCALE (FEET)

EXHIBIT "C"

CAPITAL METROPOLITAN TRANSIT AUTHORITY RAILROAD
VOL. 9837, PG. 407
(REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS)

0.095 ACRES
(4,146 SQ. FT.)

1/2" IRF WITH RED CAP
N77°53'11"E 197.09'
162.48'
153.19'
S58°25'26"W 204.95'
1/2" IRF WITH RED CAP
P.O.B.
1/2" IRF WITH RED CAP
1.034 ACRES
VOL. 1830, PG. 828

10.497 ACRES
CHRISTOPHER SWENSON
AND EMILY B. SWENSON
VOL. 2194, PG. 378

S45°46'58"W 270.71'
UPPER ELGIN RIVER ROAD
(COUNTY ROAD 127)

0.566 ACRES
VOL. 1717, PG. 717

1/2" IRF WITH RED CAP RPLS 4758

LINE	BEARING	DISTANCE
L1	N 31°34'34" W	54.14'

LEGEND

- P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
⊙ 1/2" IRON ROD FOUND (UNLESS NOTED)
○ 1/2" IRON ROD SET WITH YELLOW CAP "SHERWOOD SURVEYING"
CM CONTROLLING MONUMENT

Melissa T. Hinton 2/5/18
MELISSA T. HINTON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6521
6477 FM 311
P.O. BOX 992
SPRING BRANCH, TEXAS 78070
PHONE * (530) 225-3446
FAX * (830) 555-2170
TBPLS FIRM * 10044200
DATE
SHERWOOD
★
SURVEYING & S.U.E.



TRC ENGINEERS, INC.

505 E. HUNT LAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716

SURVEYOR NOTES:

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

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

DATE OF FIELDWORK: 01/25/18

City of Elgin
2017 Five-Year Capital Improvement Plan - Capital Projects

Project: **Central Wastewater Lift Station**

Budget:
\$749,346

Department:
 Utility Fund

Funding Source:
 2016 Certificates of Obligation

Project Manager:
 Director of Utilities



Project Description:

Replacement and upgrade of main wastewater lift station south of US290 that is critical to over wastewater collection system; existing lift station is outdated and beyond useful life; upgrade of integral part of system that provides sanitary sewer collection services to a large portion of the city; upgrade critical to effectively support anticipated new development in areas south of US290; project includes construction of approximately 4,000 linear feet of new sewer line; project funding to come from 2016 Certificates of Obligation/debt proceeds; further city investment in enterprise system replacing aging infrastructure

City Council Goal(s) Met:

N/A

Budget	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Land Acquisition/ROW		10,000				\$10,000
Design/Administration	89,346					\$89,346
Construction		600,000				\$600,000
Miscellaneous		50,000				\$50,000
Total Project Cost	\$89,346	\$660,000	\$0	\$0	\$0	\$749,346
Annual Cost	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	Total
<i>Utility Fund</i>						\$0
- Capital Outlay	89,346	660,000				\$749,346
Total Expense	\$89,346	\$660,000	\$0	\$0	\$0	\$749,346

Funding Source(s)	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	Total
<i>Utility Fund</i>						\$0
- Debt Proceeds/2016 COs	89,346	660,000				\$749,346
- Other	-	-				\$0
Total Revenue	\$89,346	\$660,000	\$0	\$0	\$0	\$749,346



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE KNOWN AS BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution formally consenting to the creation of a Municipal Utility District as previously contemplated in the Development Agreement between the City and the Brickston Municipal Utility District ("MUD")

BACKGROUND:

Discussed at previous meetings; Previously known as "Heritage Lakes", Texas Bridle Trails ("TBT") intends to develop 650 +/- acres of land within City's ETJ 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, the Council formally approved a Development and Consent Agreement, that is binding upon TBT and the associated Brickston MUD. Said Agreement includes a commitment on the part of the City to consent to the creation of the Brickston MUD in exchange for various commitments made by TBT/the developers.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution formally consenting to the creation of the Brickston Municipal Utility District as described; and routine direction to staff, if any.

ATTACHMENTS:

Resolution

Petition for Consent to Include Land in a Municipal Utility District

{ } 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 CONSENTING TO
THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE
KNOWN AS BRICKSTON MUNICIPAL UTILITY DISTRICT AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin has received a Petition for Consent to Include Land in a Municipal Utility District, dated _____, 2019, 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; and,

WHEREAS, the creation of the Brickston Municipal Utility District was previously contemplated through a Development Agreement executed by and between the City of Elgin and Texas Bridle Trails LLC.

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

Section 1. That the above recitals are true and correct; and that the City Council hereby grants its consent to and permission for the creation of the Brickston Municipal Utility District by special act of the 86th Texas Legislature within its extraterritorial jurisdiction which is described more fully in the field notes attached to the Petition described in Exhibit B; a copy of which being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2 That the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

Section 3 That the City Council 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. The City Council hereby find and declares that written notice of the date, 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 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 5th day of February, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

V.

The District shall be created for all of the purposes set forth in Chapters 372 and 375, Texas Local Government Code, as amended.

VI.

The District shall have the powers of government and authority to exercise the rights, privileges, and functions given to it by Chapters 49 and 54, Texas Local Government Code, and any chapter of the Special District Local Laws Code created pertaining to the District, as amended, or by any other State law.

VII.

The general nature of the work to be done by and within the District at the present time is the construction, maintenance and operation of a waterworks system, including the purchase and sale of water, for domestic and commercial purposes; the construction, maintenance and operation of a sanitary sewer collection, treatment and disposal system, for domestic and commercial purposes; the construction, installation, maintenance, purchase and operation of drainage and roadway facilities and improvements; construction, installation, maintenance, purchase and operation of such additional facilities as shall be consonant with the purposes for which the District is organized.

VIII.

Said proposed improvements are practicable and feasible, in that the terrain of the territory to be included in the District is of such a nature that a waterworks, sanitary sewer, drainage, and roadway system can be constructed at a reasonable cost with reasonable ad valorem tax and assessment rates and water and sewer rates, and said territory will be developed for residential and commercial purposes.

IX.

Petitioner requests consent, permission and support for the inclusion of the aforesaid lands in a municipal utility district created by special act of the 86th Texas Legislature.

X.

WHEREFORE, the undersigned respectfully pray that this petition be in all things granted, and that the City give its written consent to the inclusion of the aforesaid lands in the District, and for such other orders, acts, procedure and relief as are proper and necessary and appropriate to the purpose of organizing the District.

RESPECTFULLY SUBMITTED the __ day of _____, 2019.

SIGNATURE AND ACKNOWLEDGMENT OF ELECTORS AND
LANDOWNERS CONSENTED TO:

LANDOWNER:

TEXAS BRIDLE TRAILS, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2019, by
_____ on behalf of Texas Bridle Trails, LLC.

Notary Public Signature

(Seal)

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING A 448.8-ACRE [19,551,571 SQUARE FEET] MUD TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 346, TRAVIS COUNTY, TEXAS, SAID TRACT BEING ALL OF THAT CALLED 127.535-ACRE TRACT DESCRIBED TO TEXAS BRIDLE TRAILS, LLC., AS RECORDED IN DOCUMENT NUMBER 2008035687 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.], AND A PORTION OF THAT CALLED 315.26-ACRE TRACT DESCRIBED TO TEXAS BRIDLE TRAILS, LLC. AS RECORDED IN DOCUMENT NUMBER 2008035688 O.P.R.T.C.T. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found in the west line of that called 29.556-acre tract described to Centex Land, LTD. as recorded in Document Number 1999124374 O.P.R.T.C.T. for the south corner of that called 9.35-acre tract described to Johnny Wilkins, Jr. and wife, Virginia C. Wilkins as recorded in Volume 12363, Page 2230 of the Real Property Records of Travis County, Texas [R.P.R.T.C.T.], same being the east corner of said 315.26-acre tract and the east corner of the tract described herein;

THENCE with said west line of the 29.556-acre tract, same being the east line of said 315.26-acre tract, S26°55'05"W a distance of 926.58 feet to a 1/2-inch iron rod found for the east corner of that called 5.00-acre tract described to Amos Whit Parker and Wife, Mary Catherine Parker as recorded in Volume 12714, Page 2046 R.P.R.T.C.T.;

THENCE with the north line of said 5.00-acre tract, continuing with said east line of the 315.26-acre tract, N63°18'57"W a distance of 796.21 feet to a 1/2-inch iron rod found for the north corner of said 5.00-acre tract;

THENCE with the west line of said 5.00-acre tract, continuing with said east line of the 315.26-acre tract, S26°40'58"W a distance of 273.21 feet to the west corner of said 5.00-acre tract, same being the north corner of that called 10.57-acre tract described to David S. Rose and Kristen R. Carter, as recorded in Volume 12854, Page 2132 R.P.R.T.C.T.;

THENCE with the west line of said 10.57-acre tract, continuing with said east line of the 315.26-acre tract, S26°59'51"W a distance of 578.62 feet to a point in the north line of that called 175.81-acre tract described to Centex Land, Ltd as recorded in Volume 13299, Page 2327 R.P.R.T.C.T. for the west corner of said 10.57-acre tract;

THENCE with said north line of the 175.81-acre tract, continuing with said east line of the 315.26-acre tract, the following five (5) courses and distances:

- 1) N63°35'01"W a distance of 41.42 feet to an angle point,
- 2) N61°56'37"W a distance of 120.25 feet to an angle point,
- 3) N62°39'21"W a distance of 572.60 feet to a 1/2-inch iron rod found for an angle point,
- 4) N62°32'09"W a distance of 228.42 feet to a 3/8-inch iron rod found for an angle point,
- 5) N62°48'14"W a distance of 1,444.80 feet to an angle point for the north corner of said 175.81-acre tract;

THENCE with the west line of said 175.81-acre tract, same being the south line of said 315.26-acre tract, S27°07'44"W a distance of 76.16 feet to an angle point for the east corner of said 127.535-acre tract;

THENCE continuing with said west line of the 175.81-acre tract, same being the east line of said 127.535-acre tract, the following two (2) courses and distances:

- 1) S27°32'56"W a distance of 1,770.97 feet to an angle point for the south corner of said 127.535-acre tract, and
- 2) N61°57'33"W a distance of 395.35 feet to an angle point in the east line of that called 202.522-acre tract described to Robert E. Lundgren & Kathryn E. Lundgren as recorded in Volume 11133, Page 517 R.P.R.T.C.T.;

THENCE with the east line of said 202.522-acre tract, same being the south line of said 127.535-acre tract, N28°06'22"E a distance of 20.48 feet to an angle point for the east corner of said 202.522-acre tract;

THENCE with the north line of said 202.522-acre tract, continuing with said south line of the 127.535-acre tract, N63°06'01"W a distance of 2,773.48 feet to a point in the east line of that called 84.987-acre tract described to Ruth Ann Lofton Kylberg as recorded in Volume 6863, Page 1580 of the Deed Records of Travis County, Texas, for the west corner of said 127.535-acre tract and the west corner of the tract described herein;

THENCE with said east line of the 84.987-acre tract, same being the west line of said 127.535-acre tract, N27°08'30"E a distance of 797.97 feet to 1/2-inch iron rod found for the apparent southerly terminus of Giese Lane, a varying-width right-of-way, no record information found;

THENCE with the apparent east right-of-way line of Giese Lane, continuing with the west line of said 127.535-acre tract, the following two (2) courses and distances:

- 1) N51°48'59"E a distance of 48.16 feet to an angle point, and
- 2) N26°22'12"E a distance of 900.92 feet to a 3/4-inch iron rod found for the north corner of said 127.535-acre tract;

THENCE continuing with the apparent east right-of-way line of Giese Lane, with the west line of said 315.26-acre tract, the following two (2) courses and distances:

- 1) N26°32'58"E a distance of 281.93 feet to an angle point, and
- 2) N26°37'58"E a distance of 64.47 feet to an angle point at the intersection of the apparent common Manor County Extra Territorial Jurisdiction line and the apparent Travis County Line with said apparent east right-of-way line of Giese Lane and said west line of the 315.26-acre tract;

THENCE leaving said apparent east right-of-way line of Giese Lane and said west line of the 315.26-acre tract, crossing said 315.26-acre tract, with the apparent common Manor County Extra Territorial Jurisdiction line and the apparent Travis County Line, the following three (3) courses and distances:

- 1) S89°34'15"E a distance of 319.29 feet to an angle point,
- 2) N13°12'51"E a distance of 581.96 feet to an angle point, and
- 3) N06°47'45"E a distance of 425.37 feet to an angle point at the intersection of said apparent common Manor County Extra Territorial Jurisdiction line and said apparent Travis County Line with said apparent east right-of-way line of Giese Lane and said west line of the 315.26-acre tract;

THENCE with said apparent east right-of-way line of Giese Lane and said west line of the 315.26-acre tract, N26°52'58"E a distance of 1,166.16 feet to the west corner of that called 286.05-acre tract described to Sharon Dusek Wertz as recorded in Volume 11258, Page 38 R.P.R.T.C.T., same being the north corner of said 315.26-acre tract and the north corner of the tract described herein;

THENCE with the south line of said 286.05-acre tract, same being the north line of said 315.26-acre tract, S63°12'58"E a distance of 3,177.15 feet to the south corner of said 286.05-acre tract, same being the west corner of that called 50.349-acre tract described to Robert Alvarez as recorded in Document Number 2001200295 O.P.R.T.C.T.;

THENCE with the south line of said 50.349-acre tract, continuing with said north line of the 315.26-acre tract, the following two (2) courses and distances:

- 1) S64°27'40"E a distance of 128.51 feet to an angle point, and
- 2) S63°20'13"E a distance of 972.11 feet to the north corner of that apparent 20.00-acre tract to Johnny Wilkins Jr. & Virginia C. Wilkins, no record information found;

THENCE with the west line of said 20.00-acre tract, with the west line of that called 5.00-acre tract described to Johnny Wilkins Jr. and wife, Virginia Cox Wilkins as recorded in Volume 6501, Page 42 R.P.R.T.C.T., continuing with said north line of the 315.26-acre tract, S26°39'06"W a distance of 800.88 feet to the west corner of said 5.00-acre tract;

THENCE with the south line of said 5.00-acre tract, with the south line of said 9.35-acre tract, continuing with said north line of the 315.26-acre tract, S63°20'40"E a distance of 2,096.59 feet to said **POINT OF BEGINNING** of the tract described herein, and containing 448.8 Acres [19,551,571 Square Feet].



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE EXISTING EXTRATERRITORIAL JURISDICTION INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS, FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF THOSE RESIDING IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; AND PROVIDING AN EFFECTIVE DATE

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration of an Ordinance granting a request for voluntary annexation of certain property into the City Extraterritorial Jurisdiction ("ETJ") by the Brickston Municipal Utility District ("MUD")

BACKGROUND:

Discussed at previous meetings; Previously known as "Heritage Lakes", Texas Bridle Trails ("TBT") intends to develop 650 +/- acres of land within City's ETJ as "Brickston", a master-planned, mixed-use community with park, recreational, and commercial facilities to serve the community.

Following a due diligence process, the Council formally approved a Development and Consent Agreement, that is binding upon TBT and the associated Brickston MUD. Said Agreement includes a commitment on the part of the City bring a portion of the land owned by the Brickston MUD into the City of Elgin ETJ – so that the entire development will be located within the Elgin ETJ.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance formally granting the request by the Brickston Municipal Utility District to annex certain land as described into the city of Elgin ETJ; and routine direction to staff, if any.

ATTACHMENTS: (1) Ordinance (2) Petition for Annexation of lands

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

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

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

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

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE EXISTING EXTRATERRITORIAL JURISDICTION INTO THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS, FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF THOSE RESIDING IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ELGIN, TEXAS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Elgin, Texas (the “City”), pursuant to Section 42.022 of the Texas Local Government Code, as amended, desires to annex into its extraterritorial jurisdiction additional territory lying adjacent and contiguous to the existing extraterritorial jurisdiction of the City, which territory is described in Exhibit “A” (the “Annexed Territory”), which exhibit is attached hereto and incorporated herein for all purposes; and,

WHEREAS, the City is a duly constituted Home Rule City pursuant to Article XI, Section 5 of the Texas Constitution, as amended; and,

WHEREAS, the Annexed Territory lies completely within Travis County, Texas, outside of the municipal limits or extraterritorial jurisdiction of any other municipality;

WHEREAS, a petition of 100% percent of the real property owners in the Annexed Territory requested that the City annex said area into its extraterritorial jurisdiction.

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

Section 1. That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That, pursuant to and under the authority granted in Section 42.022(b) of the Texas Local Government Code the Annexed Territory of ____ acres described in Exhibit “A”, which exhibit is attached hereto and incorporated herein for all purposes, shall be and is hereby annexed and brought within the extraterritorial jurisdiction of the City of Elgin, Texas, and the same is hereby made an integral part hereof.

Section 3. That the owners and inhabitants of the Annexed Territory shall be entitled to all of the rights and privileges of other owners and inhabitants of the extraterritorial jurisdiction of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

Section 4. That this Ordinance shall become effective immediately after its passage.

Section 5. If any section, subsection, sentence, phrase, or word of this ordinance be found to be illegal, invalid or unconstitutional, or if any portion of the Annexed Territory is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City. The City Council declares that it would have adopted the valid portions and the applications of this ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this ordinance are declared severable.

Section 6. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

Section 7. 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

STATE OF TEXAS

§
§
§

PETITION FOR ANNEXATION OF LANDS

COUNTY OF TRAVIS

TO THE HONORABLE GOVERNING BODY OF THE CITY OF ELGIN:

COMES NOW TEXAS BRIDLE TRAILS, LLC (the “Petitioner”), and hereby requests and petitions the City of Elgin, Texas (the “City”) to annex the lands described in Exhibit A attached hereto and incorporated herein for all purposes (the “Property”) into the extraterritorial jurisdiction of the City, pursuant to the City’s authority under Section 42.022 of the Texas Local Government Code, as amended (the “TLGC”). In support of the foregoing, the Petitioner would respectfully show the following:

I.

The Property totals ____ acres and is located wholly within Travis County and outside of any city’s municipal limits or extraterritorial jurisdiction.

II.

The Petitioner is the owner of 100% of the Property in acreage and assessed value, as indicated by the current tax rolls of the Travis County Appraisal District.

III.

The entity executing this Petition is duly authorized and has the corporate authority to execute this Petition and the undersigned requests the annexation of the Property into the corporate limits of the City. This Petition shall be filed with the Secretary of the City.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the City Council of the City:

(1) duly consider this Petition, and perform such actions as may be required pursuant to Section 42.022 of the TLGC to consider this petition and the annexation of the Property into the City’s extraterritorial jurisdiction; and

(2) grant all matters requested in this Petition.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Petition has been executed by the duly authorized representatives of the Petitioner on the ____ day of _____, 20__.

PETITIONER:

TEXAS BRIDLE TRAILS, LLC

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

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2019, by _____ on behalf of Texas Bridle Trails, LLC.

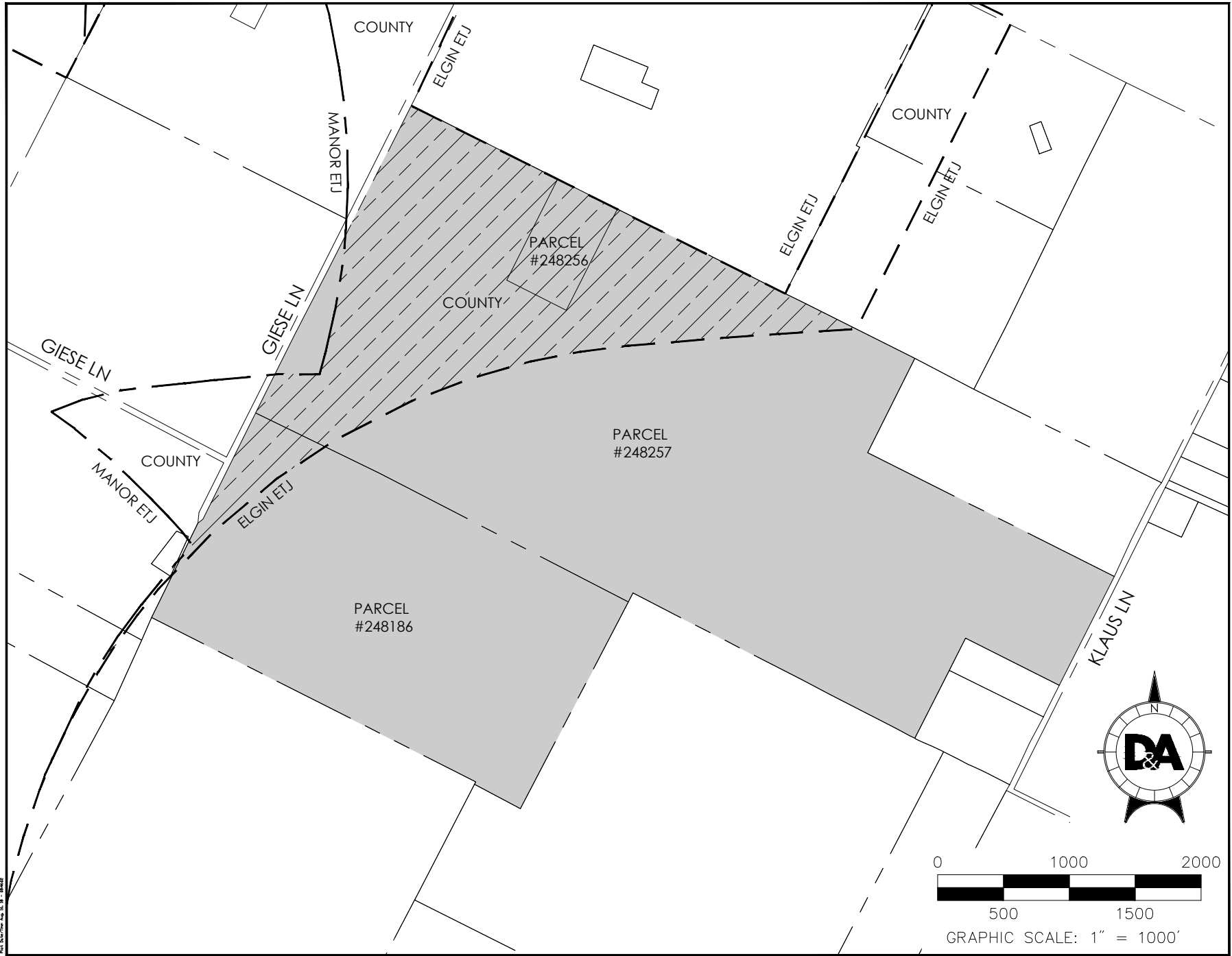
Notary Public Signature

(Seal)

EXHIBIT A

[See Attached]

DA POUCKET & ASSOCIATES
2401 E. 18th Street, Suite 100
Austin, Texas 78721
Phone: (512) 583-2600
Fax: (512) 583-2601
www.dapoucket.com



HERITAGE LAKES - EXHIBIT B
PARCEL & JURISDICTION EXHIBIT

DA POUCKET & ASSOCIATES
2401 E. 18th Street, Suite 100
Austin, Texas 78721 Phone: (512) 583-2600
Fax: (512) 583-2601
www.dapoucket.com



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES TO COMPLETE A REVIEW AND UPDATE OF UTILITY IMPACTS FEES AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager/Utility

PROPOSED ACTION: Approval of the Resolution authorizing an agreement with TRC Engineers Inc. for professional services related to a review and update of Utility Impact Fees.

BACKGROUND: The City previously established an Impact Fee system related to water and wastewater services in compliance with all applicable rules and laws. Elgin's Impact Fee system is typical of nearly all municipalities throughout the state; and is designed to effectively share costs associated with constructing and maintain water and wastewater infrastructure with new construction projects.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution as presented authorizing the agreement with TRC Engineers Inc. for professional services and additional direction to staff by Council, if any, regarding same.

ATTACHMENTS:

Resolution
TRC Proposal

- { } 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 EXECUTE A LETTER OF AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES TO COMPLETE A REVIEW AND UPDATE OF UTILITY IMPACTS FEES AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin, Texas has previously established Impact Fees related to water and wastewater services in compliance with all applicable rules and laws; and

WHEREAS, the City is compelled under state law to review and reaffirm Utility Impact Fees at least every five years, including an inventory of existing water/wastewater infrastructure and projected costs for water/wastewater anticipated infrastructure improvements for the ensuing ten (10) years; and,

WHEREAS, the City has received a proposal from TRC Engineers Inc. for professional engineering services related to a review and update of Utility Impact Fees.

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

Section 1. That the above recitals are true and correct; and the City Manager is authorized to execute a Letter of Agreement with TRC Engineers Inc. for professional engineering services related to a review and update of Utility Impact Fees, a copy of said Letter being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 5th day of February, 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

January 24, 2019

Mr. Thomas Mattis, City Manager
City of Elgin
310 North Main
Elgin, Texas 78621

**RE: Impact Fee Update
Engineering Services**

Dear Mr. Mattis:

TRC Engineers, Inc. has prepared this Letter of Agreement for professional engineering services for the proposed Impact Fee Update.

TRC Engineers, Inc. will perform the following Scope of Work:

SCOPE OF WORK

1. The following work tasks will be included:
 - a) Provide inventory of existing water/sewer infrastructure within the city limits.
 - b) Determine costs of proposed infrastructure improvements for water/sewer for the next ten years.
 - c) Provide coordination with City Staff for requirements of proposed water/sewer infrastructure within proposed land use plan for the next ten years.
 - d) Determine capacities of existing water/sewer infrastructure.
 - e) Determination of the number of gallons required for each person, or each living unit equivalent (LUE) related to treatment, storage, pumping, etc.
 - f) Provide service area maps showing proposed water/sewer improvements for the next 10 years.
 - g) Prepare Impact Fee Study.
2. The following meetings are included:
 - a) Attendance at coordination/hearing meetings anticipated at three (3).

3. The following deliverables will be included:
 - a) Draft ordinance in hard copy and electronic format.
 - b) Ten bound Impact Fee notebook reports.

ASSUMPTIONS / EXCLUSIONS

1. The proposal is based on the following assumptions:
 - a) The City of Elgin will furnish the following items, as a minimum:
 - i. Information on existing City debt.
 - ii. Quantity and size of all water meters within the City.
 - iii. Water and sewer peak flows over a five year period.
 - iv. Proposed land use assumptions for the next 10 years and full build out.
 - v. Proposed population projections for the next 10 years and full build out.
 - b) The Impact Fee Study will be determined based on a city-wide format, as opposed to a service-area format.
 - c) Impact Fee determination will be based on water meter size and type.
2. The following items are specifically excluded from the scope of work:
 - a) Impact fee determination related to streets or drainage.
 - b) Impact fee updates for areas outside the city limits.

COMPENSATION FOR SERVICES

TRC Engineers, Inc. will provide the professional engineering services as outlined in the Scope of Work and the Master Services Agreement, for a total fee of \$17,890.00.

This lump sum fee includes labor and material costs associated with the Scope of Work identified above.

TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via progress billing.



Mr. Thomas Mattis, City Manager
City of Elgin
Page 3 of 3
January 24, 2019

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

Services are rendered in Bastrop and Travis County.

Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this Letter of Agreement and, upon acceptance, sign in the space provided below, returning a copy for our files.

Sincerely,

TRC Engineers, Inc.



K. Beau Perry, P.E.
Vice President

January 24, 2019

Date

APPROVED and ACCEPTED this the _____ day of _____, 2019

Thomas Mattis, City Manager
City of Elgin





Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO ADOPT USE OF NEW VOTING EQUIPMENT PER SECTION 123.001 (b) OF THE TEXAS ELECTION CODE.

DEPARTMENT: Administration

PROPOSED ACTION:

Adopt a Resolution and approve use of the new Voting Equipment, ES&S's EVS 5.4.0.0, purchased by Bastrop County per section 123.000 (b) of the Texas Election Code and approval and confirmation from the Secretary of State's Office that this system is currently certified for use in Texas.

BACKGROUND: Subsequent to the last election, the county purchased new ADA compliant voting equipment. The County advised the City that in order to use the newly acquired equipment in its forthcoming election and beyond, the City must take action to officially adopt the new voting equipment per section 123.001 (b) of the Texas Election Code. In order to consider such action, the City was required to receive assurance from the Secretary of State that the new equipment met the States specifications.

The first attachment is a copy of a letter from the Secretary of State certifying the subject voting equipment as approved by the Secretary of State for use in future elections. The second attachment is a Resolution by the City Council to adopt use of the new equipment.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve use of the new Voting Equipment.

ATTACHMENTS:

SOS Letter
Resolution

- { } 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 COUNCIL OF THE CITY OF ELGIN,
TEXAS TO ADOPT USE OF NEW VOTING EQUIPMENT PER SECTION
123.001 (b) OF THE TEXAS ELECTION CODE.**

WHEREAS, the Bastrop County Elections Department has purchased new ADA compliant voting equipment to be used by the City for its May 4th, 2019 Municipal election; and

WHEREAS, Section 123.035 of the Texas Election Code requires that use of new voting equipment must be approved by the Elections Division of the State of Texas Secretary State; and

WHEREAS, the County has received approval from the state for purchase of ES&S voting equipment that is certified for use in Texas as described in a letter dated August 25, 2018 which is attached hereto as EXHIBIT A; and

WHEREAS, pursuant to Section 123.001 (b) of the Texas Election Code the City of Elgin must formally approve use of said equipment;

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

The City Council does hereby approve the use of ES&S voting systems and software as certified by the State of Texas for use in the May 4th, 2019 election as well as future elections unless and until, the County changes specifications of voting equipment supplied to the City through its Contract for Election Services.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
ON THIS 5th DAY OF February 2019.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

EXHIBIT A

The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
TTY: 7-1-1
(800) 252-VOTE (8683)

Rolando B. Pablos
Secretary of State

August 25, 2018

Bridgette Escobedo
Election Administrator
Bastrop County
804 Pecan Street
Bastrop, Texas 78602

Dear Ms. Escobedo:

We are in receipt of a copy of the proposed contract between Bastrop County and Election Systems & Software ("ES&S"), which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract indicates the county plans to acquire ES&S's EVS 5.4.0.0 which includes the ExpressVote ballot marking device to be used in conjunction with the DS850. This letter will serve as confirmation from our office that this system is currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore, officially, approve the submitted contract for the purchase of these systems.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

A handwritten signature in blue ink, appearing to read "KI", with a stylized flourish.

Keith Ingram
Director of Elections

Enclosures

KI: CA



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING AN ELECTION ON MAY 4, 2019 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION.

DEPARTMENT: Administration

PROPOSED ACTION:

Formal authorization and approval to call for a General Election to be held on May 4, 2019 to fill expired terms.

BACKGROUND:

The terms for Council seats for Wards 1, 2, 3, and 4 will expire in May of 2019 and a General Election will be held on May 4, 2019 to fill the expired terms.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Ordinance and Order calling the General Election as presented.

ATTACHMENTS: Ordinance and Exhibit “A “Order of Election, (English and Spanish), Exhibit “B”, the Early Voting Dates and Times, Exhibit “C”, City of Elgin Election Day Polling Location, the Contract for Election Services with the Bastrop County Elections Administrator, and the Joint Election Agreement with Elgin ISD.

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

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING AN ELECTION ON MAY 4, 2019 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION.

WHEREAS, the City Council of the City of Elgin, Texas, wishes to order a general city election on May 4, 2019 for the purpose of electing City Council Members for Ward 1, Ward 2, Ward 3, and Ward 4; and

WHEREAS, the City Council has determined that May 4, 2019 is the appropriate date for holding the election for electing City Council Members for Ward 1, Ward 2, Ward 3, and Ward 4; and

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

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

Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES, AND ELECTION JUDGES.

Election Date. An election shall be held on Saturday, May 4, 2019 in accordance with the attached Order of Election, which Order of Election is labeled as (Exhibit "A") and incorporated herein by reference for all purposes.

Precincts and Polling Places. The City hereby designates the election precincts and polling places designated by the Bastrop County Elections Administrator, and approved by the Bastrop County Commissioners Court, for such Election Day voting. Further, the City hereby designates the early voting polling places and the temporary polling places designated by the Bastrop County Elections Administrator, and approved by the Bastrop County Commissioners Court, for early voting in such election. (Exhibit "C")

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

Section 2. ELECTION CLERKS.

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

Section 3. EARLY VOTING.

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

Bridgette Escobedo
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

Applications for ballots by mail must be received no later than 5:00 p.m. on Tuesday, April 23, 2019.

Dates for Early Voting. Early voting shall commence on Monday, April 22, 2019 and continue through Tuesday, April 30, 2019, as provided by the Texas Election Code and as shown on attached exhibits. (Exhibit "B")

Places for Early Voting. Early voting shall be conducted by personal appearance at the Elgin Public Library, 404 North Main Street, Elgin, Texas, and/or at such other places as shall be designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 22, 2019 through April 30, 2019, the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court.

Section 4. EARLY VOTING BALLOT BOARD.

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

Section 5. CUSTODIAN OF ELECTION RECORDS.

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

Section 6. CANDIDATE FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code, the first day of filing is 8:00 a.m. Wednesday, January 16, 2019 and the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. Friday, February 15, 2019.

Section 7. VOTERS.

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

Section 8. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Saturday, April 13, 2019 and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than April 4, 2019 nor later than April 24, 2019.

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

Section 9. VOTING DEVICES.

Pursuant to the Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Bastrop County Elections Administrator is currently using election systems and software certified by the Texas Secretary of State.

The City Council of the City of Elgin, Texas, finds as follows:

Section 61.012, Texas Election Code, requires that at least one accessible voting station must be provided in each polling place used in a Texas election on or after January 1, 2006. Such system must comply with state and federal laws setting the requirements for voting systems that (i) fully comply with applicable laws relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provide a practical and

effective means for voters with physical disabilities to cast a secret ballot. The Office of the Texas Secretary of State has certified that the DRE - Election Systems and Software Express Vote is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035, Texas Election Code, authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems. As chief elections officer for the City of Elgin, the Bastrop County Elections Administrator shall provide at least one DRE - Election Systems and Software Express Vote in each polling place at every polling location used to conduct any election ordered on or after January 1, 2006. The DRE - Election Systems and Software Express Vote may be acquired by any legal means available to the City of Elgin, including but not limited to lease or rental from Bastrop County or from any other legal source, as authorized or required by Sections 123.032 and 123.035 of the Texas Election Code.

The Bastrop County Elections Administrator may also utilize a central counting station as provided by Texas Election Code § 127.000 *et seq.*, as amended.

Section 10. CONDUCT ACCORDING TO STATUTES.

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

Section 11. ELECTION RESULTS.

The Bastrop County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 4, 2019. The official canvass, tabulation and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

The provisions of this ordinance are severable; and in case any one or more of the provisions of this ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

By motion duly made, seconded and passed with an affirmative vote of the City Council members present, the requirement for reading this ordinance was dispensed. **READ, PASSED and ADOPTED** on first reading on this 5th day of February 2019.

ATTEST;

Chris Cannon
Mayor, City of Elgin, Texas

City Secretary, City of Elgin, Texas

**EXHIBIT “A”
ORDER OF ELECTION**

CITY OF ELGIN, TEXAS

An Election is hereby ordered to be held on May 4, 2019 for the purpose of electing City Council Members for Ward 1, Ward 2, Ward 3, and Ward 4.

Applications for a place on the ballot will be accepted beginning 8:00 a.m. on January 16, 2019 and must be received no later than 5:00 p.m. on February 15, 2019.

Election Day voting shall be conducted at the polling places for the precincts designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are shown on “Exhibit A to the Order of Election” which is incorporated herein by reference and made a part hereof for all intents and purposes. The polls at the designated polling places shall be open on Election Day from 7:00 a.m. to 7:00 p.m.

The Bastrop County Elections Administrator is hereby appointed as the Election Officer and Early Voting Clerk and Custodian of Election Records for this election. The presiding judge(s) for each of said polling places are those designated by the Bastrop County Elections Administrator, and they are hereby authorized to appoint additional election clerks (not less than two and not more than six) to assist in conducting said election.

Early voting by personal appearance will be conducted at the locations designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are delineated on the attached “Exhibit B to the Order of Election” which is incorporated herein by reference and made a part hereof for all intents and purposes.

Applications for a ballot by mail shall be mailed to:

Bridgette Escobedo
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

Applications for ballots by mail must be received no later than 5:00 pm on Tuesday, April 23, 2019.

A completed scanned application for a ballot by mail containing an original signature may be submitted electronically to bridgette.escobedo@co.basrop.tx.us

Issued this the 5th day of February 2019.

Chris Cannon, Mayor City of Elgin, Texas

EXHIBIT “B”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 22, 2019 through Tuesday, April 30, 2019.

Main Location:

City of Elgin Public Library, 404 N. Main St., Elgin, TX 78621

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
29 7:00 am – 7:00 pm	30 7:00 am – 7:00 pm			

Issued this the 5th day of February 2019.

Chris Cannon, Mayor City of Elgin, Texas

EXHIBIT “C”

CITY OF ELGIN ELECTION DAY POLLING LOCATION

City of Elgin Public Library, 404 N. Main Street, Elgin, TX 78621

ORDENANZA NO. _____

ORDENANZA DE LA CIUDAD DE ELGIN, TEXAS, CONVOCANDO UNA ELECCIÓN QUE SE LLEVARÁ A CABO EL 4 DE MAYO, 2019 CON EL PROPÓSITO DE ELEGIR CIERTOS OFICIALES DE LA CIUDAD, PARA DESIGNAR PRECINTOS ELECTORALES Y SITIOS DE VOTACIÓN; DISPOSICIONES PARA LA VOTACIÓN ADELANTADA Y VOTACIÓN EN EL DÍA DE ELECCIONES; DISPOSICIONES TOCANTES EL DESEMPEÑO DE DEBERES ADMINISTRATIVOS REQUERIDOS; DISPONER PROVISIONES PARA LLEVAR A CABO DICHA ELECCIÓN; DISPONER LA CERTIFICACIÓN DE SISTEMAS ACCESIBLES PARA VOTAR EN CADA SITIO DE VOTACIÓN; Y PROVISIONES PARA OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN DE LA CIUDAD.

POR CUANTO, el Consejo de la Ciudad de Elgin, Texas desea ordenar una elección general de la ciudad el 4 de mayo, 2019 con el propósito de elegir a los Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad ha determinado que el 5 de mayo, 2018 es fecha apropiada para llevar a cabo la elección para elegir el Alcalde con la votación de la Ciudad en General, y a Concejales de la Ciudad para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

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

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE ELGIN, TEXAS, QUE:

Sección 1. FECHA DE LA ELECCIÓN, PRECINTOS Y SITIOS DE VOTACIÓN, Y JUECES ELECTORALES.

Fecha de la Elección. Se llevará a cabo una elección el sábado 4 de mayo, 2019 de acuerdo con la Orden de Elección adjunta, que se ha titulado (Adjunto “A”) y que se ha incorporado a lo presente por referencia para todo propósito.

Precintos y Sitios de Votación. La Ciudad por lo presente designa los precintos electorales y sitios de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop para la votación durante el Día de Elecciones. Además, la Ciudad por lo presente designa los sitios de la votación adelantada y los sitios temporales para la votación que se hayan designado por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop para la votación adelantada en dicha elección. (Adjunto “C”).

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

Sección 2. SECRETARIOS ELECTORALES.

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

Sección 3. VOTACIÓN ADELANTADA.

Secretario/a de la Votación Adelantada. El Consejo Municipal por lo presente nombra a el/la Administrador/a Electoral del Condado de Bastrop para que actúe de Oficial Electoral de la Ciudad de Elgin y de Secretario/a de la Votación Adelantada. La dirección postal del/la Secretario/a de la Votación Adelantada a cual se deberán enviar las solicitudes para boletas por correo es la siguiente:

Bridgette Escobedo
Administradora Electoral del Condado de Bastrop
804 Pecan St.
Bastrop, TX 78602

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el martes, 23 de abril, 2019.

Fechas de la Votación Adelantada. La votación adelantada principiará el lunes, 22 de abril, 2019 y continúa hasta el martes, 30 de abril, 2019 de acuerdo con el Código Electoral de Texas y con lo detallado en los adjuntos adjuntados. (Adjunto “B”)

Sitios de la Votación Adelantada. La votación adelantada será llevada a cabo en persona en Elgin Public Library, 404 North Main Street, Elgin, Texas, y/o en otros sitios de votación adelantada designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop.

Horario de la Votación Adelantada. Durante el periodo en cual la votación adelantada se requiere o se permite por ley, que es del 22 de abril, 2019 hasta el 30 de abril, 2019, las horas designadas para la votación adelantada en persona serán indicadas por escrito por el/la

Administrador/a Electoral del Condado de Bastrop y aprobadas por la Corte de Comisionados del Condado de Bastrop.

Sección 4. JUNTA DE BOLETAS DE LA VOTACIÓN ADELANTADA.

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

Sección 5. GUARDIÁN DE RÉCORDS ELECTORALES.

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

Sección 6. PERIODO PARA ARCHIVAR CANDIDATURAS.

De acuerdo con la Sección 143.007 del Código Electoral de Texas, la primera fecha y hora en que se pueden archivar candidaturas será a las 8:00 a.m., el miércoles, 16 de enero, 2019.

Sección 7. VOTANTES.

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

Sección 8. AVISO.

Fijar Aviso. Aviso de esta elección, incluyendo una traducción al español del mismo, será dado fijando la documentación apropiada en el tablón de boletines usado para fijar avisos de las reuniones del Consejo de la Ciudad, y el mismo será fijado a no más tardar el sábado 13 de abril, 2019 y permanecerá fijado hasta el Día de la Elección.

Publicación. Aviso de esta elección, incluyendo una traducción al español del mismo será publicado una vez en un periódico de circulación general en la Ciudad, y dicha publicación no será antes del 4 de abril, 2019 ni después del 24 de abril, 2019.

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

Sección 9. EQUIPO DE VOTACIÓN.

De acuerdo con el Código Electoral y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop podrá usar sistemas de votar electrónicos y aparatos/equipo de votación correspondientes para llevar acabo la elección. El/la Administrador/a Electoral del Condado de Bastrop actualmente usa sistemas electorales y programas de software certificados por el/la Secretario/a de Estado de Texas.

El Consejo de la Ciudad de Elgin, Texas, determina lo siguiente:

La Sección 61.012, del Código Electoral de Texas desde la fecha del 1 de enero, 2006 y después ha requerido que al menos se provee un lugar de votar accesible en cada sitio de votación que se utilice en elecciones de Texas. Dicho sistema deberá cumplir con las leyes estatales y federales que estatuyen los requisitos de sistemas de votación que (i) plenamente cumplen con las leyes aplicables pertinentes a sistemas de votación accesibles para votantes discapacitados; y (ii) proveen medios prácticos y eficaces para que votantes con discapacidades físicas emitan su boleta secreta. La oficina del/la Secretario/a de Estado de Texas ha certificado que el Sistema Electoral DRE y su programa de software Express Vote es sistema de votación accesible que se permite usar legalmente en elecciones en Texas.

Las Secciones 123.032 y 123.035, del Código Electoral de Texas autorizan la adquisición de sistemas de votación por subdivisiones políticas locales y además ordena ciertos requisitos mínimos para contratos relacionados a la adquisición de dichos sistemas de votación. En su puesto de oficial electoral de la Ciudad de Elgin, el/la Administrador/a Electoral del Condado de Bastrop deberá proporcionar al menos un Sistema Electoral DRE y el programa Software Express Vote en cada sitio de votación usado para llevar a cabo cualquier elección ordenada en la fecha del 1 de enero, 2006 o después. El Sistema Electoral DRE y el programa Software Express Vote se permitirá ser adquirido por cualquier medida legal disponible a la Ciudad de Elgin, incluyendo pero sin limitarse a alquilar o rentar del Condado de Bastrop o de alguna otra fuente legal de acuerdo con la autorización de las Secciones 123.032 y 123.035 del Código Electoral de Texas.

El/la Administrador/a Electoral del Condado de Bastrop además podrá utilizar un sitio central para contar votos de acuerdo con las provisiones del Código Electoral de Texas, Sección 127.000 *et seq.*, con sus enmiendas.

Sección 10. ADMINISTRACIÓN DE ACUERDO CON LOS ESTATUTOS.

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

Sección 11. RESULTADOS DE LA ELECCIÓN.

El/la Administrador/a Electoral del Condado de Bastrop llevará a cabo la cuenta no oficial de los resultados después de cerrarse los sitios de votación el día 4 de mayo, 2019. El repaso oficial, la cuenta y declaración de los resultados de la elección se llevarán a cabo por el Consejo de la Ciudad en su reunión regular o especial efectuada de acuerdo con provisiones del Código Electoral de Texas.

Sección 12. MISCELÁNEO.

Las disposiciones de esta Ordenanza son divisibles; y en caso de que alguna o más de las disposiciones de esta Ordenanza o de la aplicación de la misma a cualquier persona o circunstancia se determine ser inválida, inconstitucional, o ineficaz en el caso de cualquier persona o circunstancia, de todas maneras el resto de esta Ordenanza será válido, y la aplicación de tal disposición inválida a personas o circunstancias que no sean las que hayan sido afectadas por cierta invalidez no serán afectadas por lo mismo.

Con una moción debidamente hecha, secundada y aprobada con el voto afirmativo de los miembros del Consejo presentes de la Ciudad, se cumplió el requisito de dar lectura a esta ordenanza.

LEIDA, APROBADA Y ADOPTADA en su primera lectura este día 5 de febrero, 2019.

CHRIS CANNON, Alcalde
Ciudad de Elgin, Texas

CERTIFICO:

Amelia Sanchez
Secretaria de la Ciudad

ADJUNTO “A”
ORDEN DE ELECCIÓN
CIUDAD DE ELGIN, TEXAS

Por lo presente se ordena una elección que se llevará a cabo el 4 de mayo, 2019 con el propósito de elegir el Alcalde con la votación de la Ciudad en General, y a Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

Solicitudes para boletas serán aceptadas principiando a las 8:00 a.m. el 16 de enero, 2019 y deberán ser recibidas a no más tardar de las 5:00 p.m. el 15 de febrero, 2019.

La votación el Día de Elecciones será llevada a cabo en los sitios de votación para los precintos designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop de acuerdo con lo detallado en el Adjunto “A” de la Orden de la Elección” que está incorporado a lo presente por referencia y que por lo tanto es parte de lo presente para todo propósito. Las casillas electorales en los sitios de votación designados estarán abiertas el Día de Elecciones desde las 7:00 a.m. a 7:00 p.m.

El/la Administrador/a Electoral del Condado de Bastrop por lo presente es nombrado/a para el puesto de Oficial Electoral y de Secretario/a de la Votación Adelantada y de Guardián de los Records de la Elección para esta elección. El/la juez (jueces) presidente(s) electorales para cada uno de dichos sitios de votación serán lo que hayan sido designados por el/la Administrador/a Electoral del Condado de Bastrop, y por lo presente serán autorizados para nombrar secretarios electorales adicionales (no menos de dos ni más de seis) para asistir en la administración de dicha elección.

La votación adelantada en persona será llevada a cabo en los sitios designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop, todos detallados en el “Adjunto B de la Orden de la Elección” que ha sido incorporado a lo presente por referencia y que por lo tanto es parte de lo presente para todos los efectos y propósitos.

Las solicitudes para boletas por correo serán enviadas a;

Bridgette Escobedo
Administradora Electoral del Condado de Bastrop
804 Pecan St.
Bastrop, TX 78602

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el martes, 23 de abril, 2019.

Se permitirá someter solicitudes completas escaneadas para boletas por correo con la firma original del solicitante sometidas en formato electrónico a bridgette.escobedo@co.bastrop.tx.us

Emitida este día 5 de febrero, 2019.

Chris Cannon, Alcalde
Ciudad de Elgin, Texas

ADJUNTO “B”

FECHAS, HORAS Y UBICACIONES DE LA VOTACION ADELANTADA

Periodo de Votación Adelantada:

Lunes, 23 de abril, 2019 a martes, 30 de abril, 2019.

Ubicación Principal:

City of Elgin Public Library, 404 N. Main St., Elgin, TX 78621

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm
30 7:00 am – 7:00 pm	1 7:00 am – 7:00 pm	2	3	4

Emitido este día 5 de febrero, 2019.

Chris Cannon, Alcalde, Ciudad de Elgin, Texas

ADJUNTO “C”

SITIO DE VOTACIÓN DE LA CIUDAD DE ELGIN PARA EL DÍA DE ELECCIONES

City of Elgin Public Library, 404 N. Main Street, Elgin, TX 78621

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF ELGIN
FOR THE MAY 4, 2019 ELECTION

THIS CONTRACT is made and entered into by and between Bridgette Escobedo, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Elgin, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 4, 2019 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

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

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

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

4. Notification to the election judges and alternates shall be made no later than April 19, 2019.

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

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

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

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

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

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

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

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

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

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

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 4, 2019.

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

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

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

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

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

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

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

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

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

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

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

to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

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

E. *Paper Ballots.* In advance of the March 20, 2019 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

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

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 4, 2019 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

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

IV. JOINT EXPENSES AND PAYMENT

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

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

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

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

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

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

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

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

V. GENERAL PROVISIONS

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

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. Joint Election. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 4, 2019. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

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

liable for any further costs incurred by the Contracting Officer in conducting the May 4, 2019 Joint Election.

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

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

For the CITY:

Chris Cannon
Mayor At-Large
City of Elgin
310 N. Main St./PO Box 591
Elgin, TX 78621
Tel: (512) 281-5724
Fax: (512) 285-5962
Email: mayer@ci.elgin.tx.us

For the Contracting Officer:

Bridgette Escobedo
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

G. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this

Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

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

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

J. Mediation. Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2019.

Chris Cannon
Mayor At-Large
City of Elgin
Elgin, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2019.

Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2019.

Bridgette Escobedo
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 22, 2019 through Tuesday, April 30, 2019.

Main Location:

City of Elgin Public Library, 404 N. Main Street, Elgin, TX 78621

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
22 8:00 am – 5:00 pm	23 8:00 am – 5:00 pm	24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm
29 7:00 am – 7:00 pm	30 7:00 am – 7:00 pm	1	2	3

Voting by Mail:

Bridgette Escobedo, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “B”

CITY OF ELGIN ELECTION DAY POLLING LOCATION

City of Elgin Public Library, 404 N. Main Street, Elgin, TX 78621

EXHIBIT "C"
ESTIMATED COST OF MAY 4, 2019 ELECTION
JOINT ELECTION WITH ELGIN ISD

CITY OF ELGIN

Optical Ballots and Programming Expenses	\$ 1,000.32
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	\$ 3,382.03
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 4,582.35
10% ADMINISTRATIVE FEE	<u>\$ 458.23</u>
TOTAL	<u>\$ 5,040.58</u>

EXHIBIT "C-1"
ESTIMATED COST OF MAY 4, 2019 ELECTION
WITHOUT JOINT ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses	\$ 2,667.52
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	\$ 9,018.74
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 11,886.26
10% ADMINISTRATIVE FEE	<u>\$ 1,188.63</u>
TOTAL	<u>\$ 13,074.89</u>

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
THE CITY OF ELGIN AND
ELGIN INDEPENDENT SCHOOL DISTRICT
FOR THE MAY 4, 2019 ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among City of Elgin, a political subdivision of the State of Texas (the “**CITY**”), and Elgin Independent School District, a political subdivision of the State of Texas, (the “**ISD**”), each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the ISD each expect to call an election to be held on May 4, 2019; and

WHEREAS, the CITY and the ISD desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the CITY and the ISD desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
PURPOSE**

1.01 The Parties have entered into this Contract to conduct a joint election on May 4, 2019. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

**ARTICLE II
JOINT ELECTION**

2.01 The Parties agree to conduct their respective May 4, 2019 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

**ARTICLE III.
TERM**

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

**ARTICLE IV
EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED**

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

**ARTICLE V
GENERAL PROVISIONS**

5.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

5.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

ISD:

Dr. Jodi Duron
Superintendent of Schools
Elgin Independent School District
PO Box 351
Elgin, TX 78621

CITY:

Chris Cannon
Mayor
City of Elgin
PO Box 591
Elgin, TX 78621

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 2019.

DISTRICT:

BY: _____
Dr. Jodi Duron, Superintendent
Elgin Independent School District

Executed to be effective the ____ day of _____, 2019.

CITY:

BY: _____
Chris Cannon, Mayor
City of Elgin