



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 7, 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

1. **Public Hearing On A Planned Development District Request Submitted By Ben Sabel For His Property Located In The Mary Christian Burleson Homestead Subdivision, Lot 2 And Being Approximately 22.065 Acres, City Of Elgin, Bastrop County, Texas.**

Documents:

[BEN SABEL PUBLIC HEARING EXSUMMARY COVER SHEET.PDF](#)
[APRIL 29, 2019 AGENDA.PDF](#)
[MAP OF PDD AREA.PDF](#)

VI. PUBLIC COMMENT

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

No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a Public Hearing will allow a member of the public an opportunity to speak during the Public Hearing and does not require submission of a "PUBLIC COMMENT FORM." Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

VII. PRESENTATION

1. **Proclamation For National Historic Preservation Month**

Documents:

[EXECUTIVE SUMMARY PROCLAMATION NATIONAL HISTORIC PRESERVATION MONTH.PDF](#)
[2019 NATIONAL HISTORIC PRESERVATION MONTH.PDF](#)

VIII. CITY MANAGERS REPORT

1. **Review And Discussion Of FY2019-20 Annual Budget And Five-Year Capital Plan Adoption Calendar**

Documents:

[EXSUMMARY - BUDGET CALENDAR.PDF](#)
[MEMBUDGCAL43019.PDF](#)

2. **Review And Discussion Of The City Of Elgin Police Department/Code Enforcement Junk Vehicle Initiative – EPD Assistant Chief Phil Taylor**

Documents:

[EXSUMMARY - JUNK VEHICLES.PDF](#)
[MEMACTAYLOR41119.PDF](#)

3. **Review And Discussion Of Upcoming City Council Meeting Schedule**

Documents:

[EXSUMMARY - MEETING SCHEDULE.PDF](#)

4. **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 AREA5.PDF](#)
[LETDISANNEX42319.PDF](#)
[DISANNEXAGR419.PDF](#)

5. Departmental Monthly Reports - March

Documents:

[EXSUMMARY SUMMARY REPORTS - MARCH.PDF](#)
[4-10-2019 COMMUNITY DEVELOPMENT.PDF](#)
[MAIN STREET 4-10-2019_.PDF](#)
[OCA REPORT - MARCH.PDF](#)
[PARKS REPORT - MARCH.PDF](#)
[PLANNING MONTHLY REPORT - MARCH.PDF](#)
[PUBLIC WORKS REPORT - MARCH.PDF](#)
[POLICE MONTHLY REPORT - MAR 2019.PDF](#)
[UTILITY BILLING REPORT - MARCH.PDF](#)
[WATER MONTHLY REPORT - MARCH.PDF](#)

6. 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. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CLOSURE OF CERTAIN BANK ACCOUNTS IN PROSPERITY BANK AND TRANSFERRING ACCOUNT BALANCES TO CORRESPONDING ACCOUNTS IN FIRST NATIONAL BANK AND MAKING CERTAIN FINDINGS THERETO

Documents:

[EX SUM CLOSE EDC PROSPERITY BANK ACCOUNTS.PDF](#)
[RES NO TO CLOSE PROSPERITY EDC BANK ACCOUNTS.PDF](#)

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CONSOLIDATION OF CERTAIN BANK ACCOUNTS IN FIRST NATIONAL BANK AND MAKING CERTAIN FINDINGS THERETO.

Documents:

[EX SUM CONSOLIDATE FNB ACCOUNTSA.PDF](#)
[RES NO TO CONSOLIDATE CERTAIN FNB ACCOUNTSA.PDF](#)

3. City Council Regular Meeting Minutes - March 19, 2019 And April 2, 2019

Documents:

[EXSUMMARY SHEET MINUTES.PDF](#)
[CITY COUNCIL MINUTES 3-19-19.PDF](#)
[CITY COUNCIL MINUTES 4-2-2019.PDF](#)

X. NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH HARRIS & STRAUB LLC, ELGIN MUNICIPAL UTILITY DISTRICT NO. 1, AND ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - TRINITY RANCH DA.PDF](#)
[RESOTRINTYRANCHDA5719.PDF](#)
[TRINTY RANCHDA FINAL DRAFT519.PDF](#)

2. AN ORDINANCE AMENDING CHAPTER 34, ARTICLE II, CODE OF ORDINANCES. CITY OF ELGIN, TEXAS, REGARDING PARADES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Documents:

[EXECUTIVE SUMMARY PARADE ORDINANCE .PDF](#)
[PARADE ORDINANCE .PDF](#)
[VETERANS APPRECIATION PARADE FEE WAIVER REQUEST.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS FOR APPROVAL OF TRAVIS CENTRAL APPRAISAL DISTRICT REAL ESTATE ACQUISITION

Documents:

[EX SUM TRAVIS CO REQUEST PURCHASE BLDG.PDF](#)
[RES APPROVING TRAVIS CO PURCHASE OF BLDG_.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.

1. Adjourn Into Executive Session Pursuant To Section §551.071 Consultations With Attorney; To Deliberate With Legal Counsel Regarding Pending Or Contemplated Litigation: Bonnie Crankshaw V. City Of Elgin And Thomas Mattis, City Manager, In His Individual Capacity

Documents:

[EXSUMMARY - EXECUTIVE SESSION5.PDF](#)

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. ADJOURNMENT

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, May 3, 2019, in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public hearing on a Planned Development District request submitted by Ben Sabel for his property located in the Mary Christian Burleson Homestead Subdivision, Lot 2 and being approximately 22.065 acres, City of Elgin, Bastrop County, Texas.

DEPARTMENT: Planning and Development

PROPOSED ACTION:

No Council action proposed or requested at this time; this item is to allow for public comments on the requested Planned Development District at the corner of Louise Street and Lexington Road for a mixed use development.

BACKGROUND:

The Planning & Zoning Commission held the first of two public hearings on the requested Planned Development District on April 29, 2019. This is the second of the required public hearings.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive public comments regarding this issue.

ATTACHMENTS:

Executive Summary
April 29, 2019 Planning & Zoning Commission Agenda
Map of area requesting Planned Development District

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

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



AGENDA
ELGIN PLANNING AND ZONING COMMISSION
PUBLIC HEARING/REGULAR MEETING
MONDAY, APRIL 29, 2019, 6:30 P.M.
CITY HALL ANNEX COUNCIL CHAMBERS
310 NORTH MAIN STREET

CALL TO ORDER

PUBLIC COMMENT:

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

CONSENT:

1. Approval of minutes, March 25, 2019 meeting.

UNFINISHED BUSINESS: NONE

NEW BUSINESS:

1. REVIEW AND TAKE ACTION ON A PRELIMINARY PLAT REQUEST SUBMITTED BY OLSON SURVEYING FOR DARREN MOGONYE, OWNER OF THE PROPERTY LOCATED AT 213 EAST 8TH STREET IN WEIGLE, BLOCK 3, LOT 1, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO DIVIDE HIS PROPERTY INTO TWO LOTS TO BE KNOWN AS "AMENDING PLAT LOT 1, BLOCK 3, WEIGLE ADDITION".
2. REVIEW AND TAKE ACTION ON A FINAL PLAT REQUEST SUBMITTED BY OLSON SURVEYING FOR DARREN MOGONYE, OWNER OF THE PROPERTY LOCATED AT 213 EAST 8TH STREET IN WEIGLE, BLOCK 3, LOT 1, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO DIVIDE HIS PROPERTY INTO TWO LOTS TO BE KNOWN AS "AMENDING PLAT LOT 1, BLOCK 3, WEIGLE ADDITION".
3. REVIEW AND TAKE ACTION ON A CONCEPT PLAN SUBMITTED BY CUATRO CONSULTANTS, LTD. FOR EAGLE REALTY AND INVESTMENTS, AGENT FOR THE OWNERS OF ABSTRACT 345, SURVEY 53, HINES W, AND BEING APPROXIMATELY 67.031 ACRES, CITY OF ELGIN EXTRA TERRITORIAL JURISDICTION, COUNTY OF TRAVIS, TEXAS, TO DIVIDE THEIR PROPERTY INTO TWO HUNDRED AND TWENTY-THREE (223) SINGLE FAMILY LOTS TO BE KNOWN AS "CAESAR'S CROSSING".
4. REVIEW AND MAKE POSSIBLE RECOMMENDATIONS TO THE ELGIN CITY COUNCIL FOR A ZONING CHANGE AND PLANNED DEVELOPMENT DISTRICT (PDD) SUBMITTED BY BEN SABEL FOR THE PROPERTY LOCATED IN THE MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION, LOT 2, AND BEING APPROXIMATELY 22.065 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS FOR A MIXED USE DEVELOPMENT.

EXECUTIVE SESSION

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

RECONVENE

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

ANNOUNCEMENTS

ADJOURNMENT

NOTICE

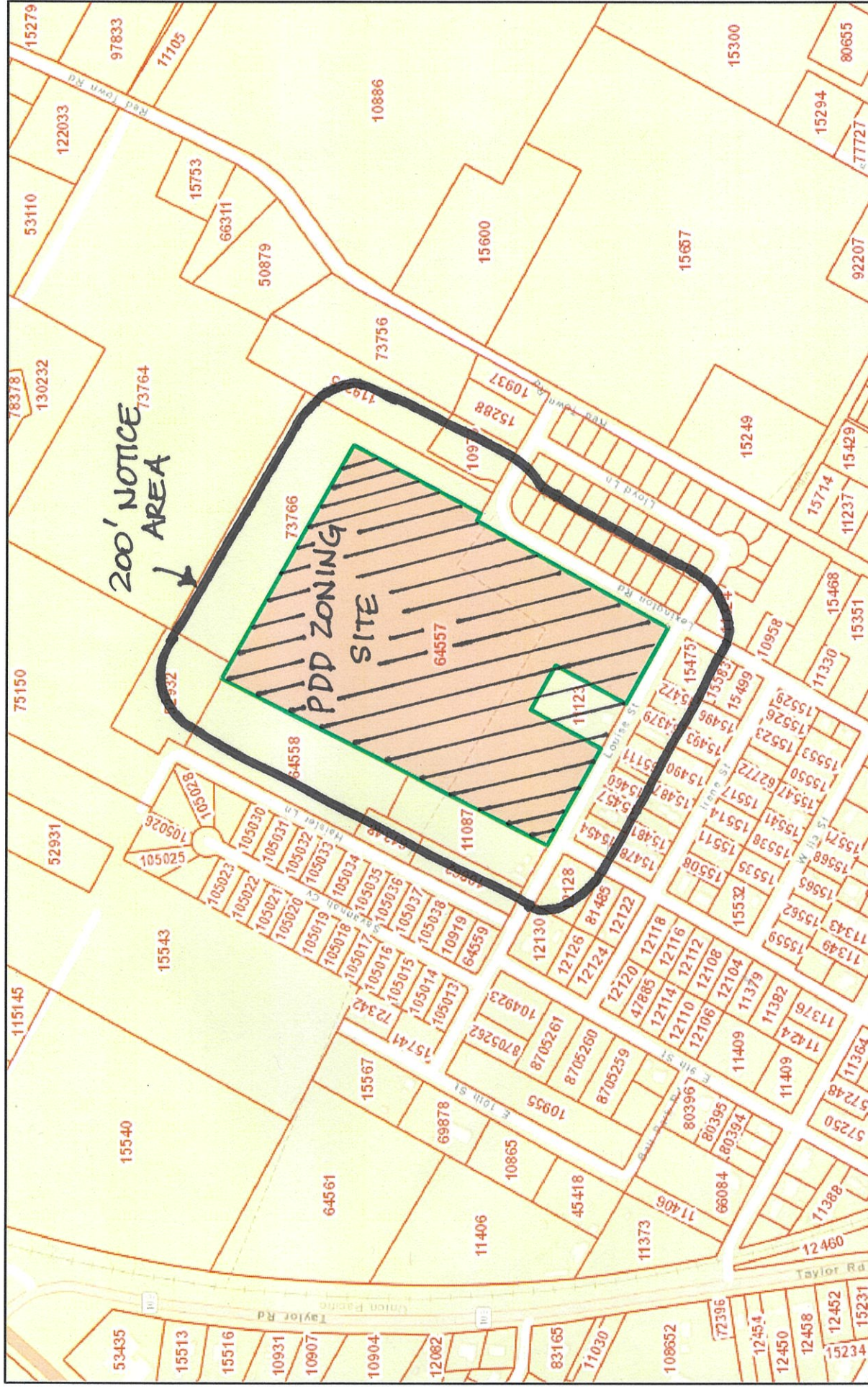
I, the undersigned authority, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before the 22nd day of April, 2019 before 5:00 p.m. in accordance with Chapter 551 of the Texas Government Code. The Elgin City Council will hold a public hearing on Zoning for Items #1 in the City Council Chambers, Elgin City Hall Annex, 310 North Main Street, Elgin, Texas, on Tuesday, May 7, 2019 at 7:00 pm.

Melissa Lipiec
Melissa Lipiec, Planning and Development Admin.

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

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

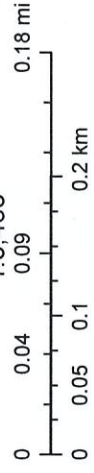
Louise Street Planned Development District



April 16, 2019

□ Parcels

1:5,433



Est. HERE, Garmin, INCREMENT P, NGA, USGS



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Proclamation for National Historic Preservation month

DEPARTMENT: Community Development

PROPOSED ACTION: Approve proclamation for National Historic Preservation month and have a photo with volunteers.

BACKGROUND: May is National Historic Preservation month. Elgin benefits from a number of active historic preservation efforts and groups including the Main Street program, the Historic District which is listed on the National Register of Historic places, the Historic Review Board, the Certified Local Government program, the Elgin Historic Association, the Depot museum, the Mary Christian Burleson Foundation, and the Bastrop County Historical Commission. The proclamation provides more details about historic preservation efforts in the community and highlights the downtown revitalization efforts.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve proclamation.

ATTACHMENTS:

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

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

National Historic Preservation Month Proclamation

WHEREAS, historic preservation is an effective tool for communities across the nation, for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the Elgin Main Street Board partners with organizations throughout the community to implement an award winning downtown revitalization program including Downtown 78621, the Hogeeye Festival, Small Business Saturday, Home for the Holidays, Holiday by the Tracks, Local Lore, Art Studio Tour, Sip Shop & Stroll, Paint and Dumpster Reimbursement programs, educational classes, networking events, promotional events, and more; and

WHEREAS, downtown Elgin is home to the Union Depot Museum which is run by volunteers through the leadership of the Elgin Historical Association, has a downtown district that is listed on the National Register of Historic Places, has a transit stop with daily week day service from CARTS, Capital Area Rural Transportation System, the Mary Christian Burleson Foundation, and actively supports historic preservation and awareness throughout the community; and

WHEREAS, Elgin is celebrating 29 years as a Texas Main Street City with more than \$18 million in public & private sector reinvestment, 22,000 volunteer hours, including since 2015 ten buildings restored with 41,000 sq.ft., 15 new businesses, and 24 loft apartments downtown, in addition to four active restoration projects and one new construction project; and

WHEREAS, Elgin has been recognized annually as a Nationally Accredited Main Street Community by the Texas Historic Commission and the National Trust for Historic Preservation since 1998; and

WHEREAS, the Elgin Main Street Board was recognized in 2012 with the Brick of the Community award from the Elgin Chamber of Commerce; and

WHEREAS, May is National Historic Preservation Month, cosponsored by Elgin Main Street Board, the City of Elgin, and the National Trust for Historic Preservation;

NOW, THEREFORE, I, Mayor of the City of Elgin, do proclaim May 2019 as Historic Preservation Awareness Month, and call upon the people of Elgin to join their fellow citizens across the United States in recognizing and participating in this special observance.

Chris Cannon, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of FY2019-20 Annual Budget and Five-Year Capital Plan Adoption Calendar

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time.

BACKGROUND:

This item is for general review and discussion of the currently-planned development schedule for development of the Annual Budget and Five-Year Capital Plan for all city funds for the next fiscal year, which begins October 1, 2019.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of FY19-20 Budget and Five-Year Capital Plan Adoption Calendar as presented; and direction to staff, if any, as appropriate

ATTACHMENTS:

Memorandum – Budget Calendar

- { } 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: April 30, 2019

To: Mayor and City Council
Department Heads

Subject: Calendar for Formulation and Adoption of
FY2019-20 Annual Operating Budget
and Five-Year Capital Plan



Following is a projected schedule relating to the development and formal adoption of the 2019 *Five-Year Capital Plan* and the *FY2019-20 Annual Operating Budget* for the City of Elgin in accordance with the City Charter and applicable state law:

MAY

Thursday, May 9, 2019.....Briefing of departmental staff by City Manager and Director of Finance on the budget development process

Friday, May 17, 2019.....Deadline for submission of departmental requests for inclusion in the Proposed 2019 *Five-Year Capital Plan (5YRCP)*

Tuesday, May 21 through

Thursday, May 30, 2019.....Review and consideration of departmental 5YRCP requests by City Manager, Director of Finance, and applicable Department Heads (as needed)

Friday, May 31, 2019.....Deadline for submission of departmental requests for funding **program changes** within the Proposed *FY2019-20 Annual Operating Budget*

JUNE

Tuesday, June 4, 2019.....**Presentation of Proposed 2019 Five-Year Capital Plan to Mayor and City Council by City Manager**
(Regular Council Meeting)

Tuesday, June 11, 2019.....City Council 5YRCP Review/ Work Session (*tentative**)
(Special Called Meeting)

Monday, June 10 through

Friday, July 26, 2019.....Review and consideration of program change requests and straight line budget projections by City Manager, Director of Finance, and applicable Department Heads (as needed)

JULY

Tuesday, July 2, 2019..... Public Hearing on Proposed 2019 *Five Year Capital Plan*
(Regular Council Meeting)

AUGUST

Tuesday, August 6, 2019.....Presentation of Proposed FY2019-20 Annual Operating Budget to Mayor & City Council by City Manager
(Regular Council Meeting)
.....Resolution formally adopting the 2019 Five-Year Capital Plan
.....Set dates for public hearings on tax rate.

Wednesday, August 9, 2019.....Publish General Budget Summary

Tuesday, August 13, 2019.....Council Budget Review/ Work Session (*tentative)**

Wednesday, August 16, 2019.....Publish Effective Property Tax Rate & Rollback Calculation
.....Publish Notice of First Public Hearing on Tax Rate and Proposed Budget

Tuesday, August 27, 2019.....Council Budget Review/ Work Session (*tentative)**



SEPTEMBER

Tuesday, September 3, 2019.....First Public Hearing on Tax Rate and Proposed FY2019-20 Annual Budget
(Regular Called Meeting)

Tuesday, September 10, 2019.....Council Budget Review/ Work Session (*tentative)**

Tuesday, September 17, 2019.....Second Public Hearing on Proposed Tax Rate and Budget
(Regular Called Meeting)
.....**First Reading** of Appropriations Ordinance Adopting FY2019-20 Annual Operating Budget and Tax Rate

Tuesday, September 24, 2019.....Second Reading and Final Adoption of Appropriations Ordinance and Tax Rate Ordinance for FY 2019-20
(Special Called Council Meeting)

Friday, September 27, 2019.....Deadline established by City Charter for final adoption of FY2019-20 Annual Operating Budget
(“The budget shall be finally adopted not later than three {3} calendar days prior to the end of the fiscal year”)



OCTOBER

Tuesday, October 1, 2019.....Beginning of FY2019-20 Fiscal Year

Please let me know at your earliest convenience if you have any comments or questions; or require additional information regarding the budget development process.

Thomas L. Mattis
City Manager

****Tentative dates for Council Budget Work Sessions. Actual number and schedule for work sessions to be determined by City Council.***



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of the City of Elgin Police Department/Code Enforcement Junk Vehicle Initiative – EPD Assistant Chief Phil Taylor

DEPARTMENT: Code Enforcement/Police Department

PROPOSED ACTION:

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

BACKGROUND:

Discussed at previous meetings; In the past, the city has been liberal in its interpretation of the code as it relates to Junk Vehicles – in favor of citizens and/or violators. This approach, however, has resulted in an enforcement effort that is not cost-effective and has appeared at times to be inconsistent.

The Elgin Police Department, with the support of Code Enforcement staff, has now developed a comprehensive approach to addressing this issue throughout the entire city, through a consistent enforcement effort and partnership between these two city departments.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of report from EPD Assistant Chief Phil Taylor regarding plans for the Junk Vehicle Initiative; and direction to staff, if any, regarding same.

ATTACHMENTS:

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: April 11, 2019

To: Thomas L. Mattis, City Manager

Subject: Junk/Abandoned Vehicle Program



A joint initiative of the Elgin Police Department and City Code Enforcement will soon begin to give attention to areas within the City that have a concentration of junk/abandoned vehicles; sidewalk obstructions; vehicles parked facing the wrong direction; and blocking fire hydrants. Other examples that fall within the area of enforcement are trailers, recreational vehicles, and boats that are in violation and within public view. Some of you may not know that there are many non-profit organizations will gladly accept your donations if you need them removed from your property.

The presence of junk vehicles threatens the character and safety of neighborhoods. They cause deterioration of neighborhoods partly due to visual blight, which affects property values. Junked vehicles can create attractive nuisances for children, and provide harborages for rodents, insects and other pests. As with most municipalities, the City has adopted a junk vehicle nuisance ordinance, which prohibits the storage of junk vehicles in open areas of private property.

When a violation of the Abandoned Vehicle law is determined, a red sticker will be placed on the vehicle giving the owner 48 hours to fix the problem or remove the vehicle from the street. After 48 hours, the vehicle is checked again, and if still in violation the vehicle will be impounded. If a green sticker is placed on a Junked Vehicle/trailer/RV, or boat, the owner has ten days to fix the problem or remove the vehicle from public view. If after ten days the owner has not remedied the situation, impoundment action will be taken.

Specific local and State laws EPD will be enforcing through this effort:

- Parking on or Obstructing Sidewalks
- Parking a Vehicle Facing the Wrong Direction on the Street
- Parking More Than 18 Inches away From the Curb
- Parking Long Vehicles and Trailers on Streets
- Abandoned Motor Vehicles
- Junk Vehicles/Boats/Trailers/Recreational Vehicles or Visible to Public
- Parked within 15 feet of a fire hydrant or within 20 feet of a crosswalk at an intersection"

Prior to its initiation, EPD will make a concentrated effort to distribute notice of this program through local media and all social media outlets, in hopes that property owners address violations on their own without requiring enforcement action by the EPD.

Assistant Chief Phillip Taylor
Elgin Police Department

cc: Patrick South Chief of Police



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of upcoming City Council Meeting Schedule

DEPARTMENT: City Manager

PROPOSED ACTION:

Review and discussion of Council Meeting schedule; and direction to staff regarding same.

BACKGROUND:

Due to a variety of factors – including the mandatory requirement for canvassing ballots from the May 4 City Council Election and the possibility of pending court proceedings – the City Manager has recommended that the upcoming Council Meeting schedule be adjusted as follows:

- Tuesday, May 7 – Regular Council Meeting
- Tuesday, May 14 – Second Monthly Meeting
- Tuesday, June 4 – Regular Council Meeting

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Direction to staff regarding the City Council Meeting schedule.

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: 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.

In support of the staff recommendation, City council has authorized moving forward with a proposal to property owners within “Area 3” to de-annex their property under certain conditions.

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:

Correspondence to property owners

De-Annexation Development Agreement

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

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

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

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



City of Elgin Office of the City Manager

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

April 23, 2019

Re: Possible Disannexation of Property from the City Limits

Dear Property Owner,

The City of Elgin annexed certain property located in its southeast quadrant in 2015 and, according to our records, you are the owner of record of property that was included in this annexation.

The annexation was done in compliance with state law; which compels the extension of all city services to the area within five (5) years. The City has met the minimum requirements in this regard with one exception - wastewater/sanitary sewer services.

As part of a review of current options, the City Council has stated a willingness to de-annex your property before proceeding with the significant capital investment required to extend wastewater services.

This action would represent an appropriate compromise - providing property owners with what many have stated they desire: the ability to continue to live in a rural setting without city code requirements or taxation – while at the same time reducing the City's direct costs associated with the extension of wastewater services.

City staff has generated two reports that go into great detail discussing the wide range of issues affecting this situation. These reports are posted on the city website or can be made available to you upon request.

To consider de-annexation, the City is proposing that you consider executing the attached agreement; which would be presented to the City Council for approval. If you desire to be de-annexed, please have the owner(s) of record sign the attached agreement, have the signature(s) notarized, and return the original document to the City in the attached envelope (there is a Notary Public available to you at City Hall during normal business hours).

It is imperative that we receive a timely response from you on this matter. **Please contact us within thirty (30) days of receipt of this letter to state your intentions in this regard. The collective response received from landowners will have a direct effect on the Council's decision-making moving forward.**

This can be a confusing situation. If you have any questions, I encourage you to seek the facts from proper sources. I or other city officials can be made available to meet with you personally to answer questions or discuss any matter relating to this situation. If you are desirous of such a meeting, please call my office at the number below. Thank you for your consideration.

Sincerely,

Thomas L. Mattis
City Manager

STATE OF TEXAS
COUNTY OF BASTROP

§ DISANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ _____

This is an DISANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and _____ ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain _____ acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City annexed said property into the city limits in 2015 but is now willing to disannex the property under the terms and conditions as described herein, and;

WHEREAS, pursuant to the provisions of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Development Agreement is to be recorded in the Official Records of Bastrop County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all applicable requirements of the Texas Local Government Code pertaining to the annexation and/or disannexation of property into the Elgin city limits.

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will be disannexed by the City and will not be annexed by the City of Elgin in the future, so long no action is taken by the Owner or his assigns to file a subdivision plat or any related development document affecting land use of the Property. If such circumstance occurs, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City implementing disannexation proceedings of the Property as described above, the Owner hereby agrees to neither seek nor accept a refund of ad valorem property taxes assessed by the City against the Property during the time the Property was located within the City of Elgin city limits.

3. As further consideration for the City implementing disannexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management and/or timber production.

4. The Owner agrees that the City's single-family residential use requirements apply to the Property, and that the Property shall only be used for single-family residential zoning uses.

5. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute

a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the discretion of the City Council. The Owner and any successors or assigns agree that such annexation shall be voluntary, and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Bastrop County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin
Thomas L. Mattis, City Manager
PO Box 591
Elgin, Texas 78621

Property Owner:

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Survival after Termination. This Agreement shall survive termination to the extent necessary to allow the City to implement the provisions of Section 4, above.

11. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this _____ day of _____, 20____.

CITY OF ELGIN, TEXAS

Thomas L. Mattis
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }
COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____, _____, City of Elgin, Texas.

Notary Public, State of Texas

OWNER(S)

THE STATE OF TEXAS }
COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____, _____, City of _____.

Notary Public, State of Texas

THE STATE OF TEXAS }
COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____,

by _____, _____, City of _____.

Notary Public, State of Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Monthly Departmental Activity Reports - March

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, Municipal Court, Main Street, Parks and Rec, Planning Dept., Police Department, Public Works, Utility Billing, and March 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: April 10, 2019
RE: Community Development Department Report March 2019

Historic Review Board reviewed sign applications for the Healthy Spot 103 West First street and Rainey Real Estate 101 North Main Street. Both met the sign guidelines in the Historic District sign ordinance and were approved. Website redesign underway for all departments – new content, new photos, and an overall new look will debut in September 2019. The Design committee completed a Public Art Plan reflecting community input over the past 18 months. Working in April to review the plan with Main Street, Historic Review Board and Elgin Arts Association. The Historic preservation strategic plan committee completed the local resources assessment and drafted a survey to use with the plan. The Main Street Board finalized Local Lore, Elgin's History Adventure, in partnership with the Elgin Historical Association which is scheduled for April 13. MSB continues planning the Elgin Art Studio Tour and Ice-cream Stroll in partnership with the Elgin Arts Association, the Elgin Chamber of Commerce, Studio 621, Earthen Metals, The Clever Tiger and The Open Room. Continued work and organizing of entertainment and marketing for Sip Shop and Stroll with downtown businesses and the Elgin Chamber of Commerce. Attended the Main Street Now! Conference where Elgin was recognized as a Nationally Accredited Main Street City. Developing grant applications for the CDBG program and the Transportation Alternatives program.

Projects

- Planning for Imagine the Possibilities Tours May 9 and May 16 to showcase property in the downtown historic district to investors, relators, and business owners.
- Completed and edited the spring edition of Downtown 78621 with Chamber.
- Community Cleanup Day rescheduled due to weather and planned one for April.
- Worked with volunteers to develop a new set of banners for Lee Dildy Boulevard.
- Held FM 1100 impacted property owner meetings.
- Completed lease agreement with CARTs on downtown transit stop and prepared for city council.
- Finalized plans for Local Lore Elgin's History Adventure.
- Marketing and promotion for Music series, Local Lore, Sip Shop & Stroll and Elgin Art Studio Tour.
- Working on Shared Use parking agreements.
- Review of the City website and plans for makeover in early 2019.
- Planned business training classes on social media for April and May.
- Walk and Bike to School March good participation
- Completed a CDBG Utility grant with the Utilities Department
- Completed a Transportation Alternatives and Safe routes to school grant.
- 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.
- Targeted effort to create new content for, reorganize, and update the Community Development sections of the website with new photos.
- City of Elgin E-News
- Social Media: Facebook - visitelgintx, Instagram – visitelgintx

Boards & Committees, Seminars

CAMPO TAC , Advisory Committee

Capital Area Rural Transit Planning Organization CARTPO

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

Regional Arterials Steering committee for CAMPO

Upcoming Events

Sip Shop & Stroll April 11

Community Clean-up Day

Fridays in April -Music in the Park

April 13th- Local Lore, Elgin's History Adventure

April 13th-14th Pearls of Youth Art Show

April 18 – 20 Hip Hop Shop, Easter Egg hunt for teens to adults downtown

April 20th- Community Easter Egg Hunt

May 9 Sip Shop & Stroll with the Imagine the Possibilities Tour

May 13 Main Street Program – What is Main Street? 5:30pm Library

May 16 Imagine the Possibilities Tour and Luncheon rsvp required

May 18 -19 Elgin Art Studio Tour

May 19 Ice-cream Stroll with the Elgin Art Studio Tour

Elgin Main Street Program

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

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

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



MONTHLY ACTIVITY REPORT

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

The Monthly Report is **due by the 10th of each month**. Please use this electronic version and email to mainstreet-reports@thc.texas.gov

CITY: _____Elgin_____

MONTH/YEAR: ____March 2019_____

DATE SUBMITTED: ____4-10-2019_____

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

Meeting Dates:	Update on projects or activities
March 21, 2019	Parking downtown – recommended reduced fines to be placed at \$50 max except for handicap parking violations Business Survey finalized agreed to have a conversation guided by the survey rather than a formal survey monkey type survey. Business retention and board members to conduct survey Local Lore, Elgin's History Adventure – ready for April 13 with ne walking tour, farm equipment display and a great live music line up The Elgin Art Studio Tour – shaping up really well with new committee and partners – Elgin Arts Association helping with marketing expenses. entertainment and marketing for Sip Shop and Stroll. pedestrian safety in the downtown area –under review with TXDOT

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

Meeting Dates:	Update on projects or activities
March 11, 2019	Completed articles for spring edition Downtown 78621 with Chamber. Started work drafting new volunteer and main street program recruitment Awareness rack cards. Overall project Historic Preservation Plan Theresa McShan is serving on this committee. met to determine strengths and areas where help is needed for preservation groups in the community. developed a community survey to be implemented in the spring.

PROMOTION:

Meeting Dates:	
March 14, 2019	Sip Shop and Stroll All things Irish for March with an Irish style band was very successful. Local Lore for April 13 – committee meets at the Depot Museum. display boards at the various locations under development with the Elgin High School ACE program. farm equipment scheduled, live music planned by Bridget Bosier and Patty Finney.

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

	Elgin Art Studio Tour for May 18 -19 . Sent out an artists call request, Met with business host locations to discuss what they will be doing and get commitments. Committee meets at The Clever Tiger
	Hogeye festival planning underway. Applications to be online in April. Graphic design work underway.

DESIGN:

Meeting Dates:	Update on projects or activities
March 5, 2019	Public art Plan recommended from design to MSB and MSB recommended it to city council Dollar general property owners approved an installation which is under development Marketing support for Music in the Park Series organized by FOEP to be Friday nights in April Added a dinner downtown component with to go specials at participating restaurants. Ex) Luigi's offering 2 large pizzas for \$20 Water bowls for dogs and bike racks are a special design studio project with one of Margo Sawyers classes at UT students to meet in Elgin in April.

ECONOMIC VITALITY/DOWNTOWN ECONOMIC DEVELOPMENT:

Meeting Dates:	Update on projects or activities
March , 2019	New tenant for 201 North Main Street – Firewild Catering and Austin Pig Roast Started planning Imagine the possibilities tours for May Worked with business survey to reduce its length some and use as a guide for one on one meetings rather than an online version. Parking fine recommended \$50 max to MSB. Amy met with Bancorp bank and has approval for shared use parking. Has secured a template for the agreement. Will be working on formally putting that in to place in April for Bancorp south and TDHS. Will be in touch with First Baptist sand First Presbyterian about possible shared use.

1. Program Commentary (*list critical issues, problems, and successes/completed projects of the past month*):

Public Art Plan is a huge step forward for the downtown program

2. Outlook. *Goals and challenges; plans for upcoming major projects such as public improvements etc.:*

Juggling lots of special events – and these are bringing more people downtown!

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

3. Suggestions for Texas Main Street Center *(list suggestions on services or training topics; new resources; questions):*

Thank you for all the design review help – it's critically important

4. 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.*

March 14 – Sip Shop and Stroll All things Irish

Fridays in April – Music Series at Veterans Memorial Park

April 11 Sip Shop and Stroll Easter theme

April 13 – Local Lore Elgin's History Adventure with Pearls of Youth Art Show

April 18-21 Hip hop Shop

May 9- Sip Shop and Stroll Imagine the Possibilities tour

May 16 Imagine the Possibilities luncheon

May 18-19 – Elgin Art Studio Tour

Elgin Main Street

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

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month March

Year 2019

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 Apr 12, 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 March Year 2019

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,151	14	0	0	2,582	17
a. Active Cases	9,037	12	0	0	1,218	0
b. Inactive Cases	4,114	2	0	0	1,364	17
2. New Cases Filed	226	0	0	0	47	3
3. Cases Reactivated	457	1	0	0	100	1
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	9,720	13	0	0	1,365	4
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	168	0	0	0	33	1
b. Dismissed by Prosecution	15	0	0	0	3	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	25	0	0	0	19	8
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	26					
b: After Deferred Disposition	3	0	0	0	0	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	2					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	16	0	0	0	2	0
10. Total Cases Disposed	255	0	0	0	57	9
11. Cases Placed On Inactive Status	43	0	0	0	12	0
12. Total Cases Pending End of Month:	13,122	14	0	0	2,572	11
a: Active Cases	9,422	13	0	0	1,296	-5
b: Inactive Cases	3,700	1	0	0	1,276	16
13. Show Cause Hearings Held	21	0	0	0	20	5
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 March Year 2019	
1. Transportation Code Cases Filed	0
2. Non-Driving Alcoholic Beverage Code Cases Filed	2
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	0
9. All Other Non-Traffic Fine-Only Filed	0
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 March	Year 2019		
1. Magistrate Warnings:		23	
a. Class C Misdemeanors			
b. Class A and B Misdemeanors		10	6
c. Felonies		11	6
			TOTAL
2. Arrest Warrants Issued:			55
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			2
c. Felonies			1
3. Capiases Pro Fine Issued			11
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			2
9. Magistrate's Orders for Ignition Interlock Device Issued			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			9
16. Cases in Which Fine and Court Costs Waived for Indigency			0
17. Amount of Fines and Court Costs Waived for Indigency			\$0.00
18. Fines, Court Costs and Other Amounts Collected:			\$43,561.36
a. Kept by City			
b. Remitted to State			\$23,273.32
c. Total			\$66,834.68

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



March 2019 Parks Report

What are some barriers or challenges to our residents taking advantage of the outdoors? According to recent studies by the National Recreation and Park Society (2016) suggest that twenty percent of Americans don't visit outdoor spaces because they lack quality facilities near their home. We are fortunate here in Elgin to have most of our population set within ten minutes' walk to a local park. Next our park staff is dedicated to making those facilities the best we can for our residents to enjoy. We take pride in cleaning, maintaining and making our facilities accessible for our residents to spend time outdoors in an effort to break down some of those barriers to visiting local Parks.

Programs -Elizabeth

March was a busy month for programs, hosting 6 Spring Break activities over the course of 5 days. We had a great time spending time outside in our parks at Giant Tennis in Elgin Memorial Park, where we had 30 participants play giant tennis, basketball, beanbag toss, soccer and more, Community Field Day at Thomas Memorial Park where 32 people participated in Tug-of-War, tag, kickball lead by Teen Council and other games and Catch & Release Fishing at Morris Memorial Park Pond, where 48 adults and children learned to fish, tie knots and participate in catch and release. These events were unique for the Parks Department because our Grounds Crew were fully integrated in to the events, interacting with the public so our community could get to know the team behind our beautiful parks. Along with our outdoor activities, we also offered two educational events; Playground Games thru the Ages taught by a game historian to help kids learn more ways to have fun in the parks where 9 people participated, and a Painting Class by Ashley Smith from Clever Tiger where 12 children painted Elgin Memorial Park. We spent a total of \$165.15 on all our March events and had a cost recovery of \$95 from our events. We also hosted a Park Beautification Day at the Fleming Community Center where we weeded and replanted the flower beds outside of our community center with the help of the Bastrop Master Gardeners and 14 volunteers. A week after our Park Beautification Day we hosted a Senior Picnic in the Park where our Grounds Crew set up tents, tables and games on the lawn of Fleming so our 8 participants could fully enjoy their potluck.

Goals for April 2019

- Hire and train lifeguards for the summer season.
- Renew Lifeguard Instructor Certifications for Rec Staff

Facility and Park Activity Summary	Number of uses spring 2019		
	January	February	March
Park/ Pavilion Rental	2	21	6
Ball Field Rental	37	35	53
Fleming Community Center/ Rec Center rentals	55	62	58
Monthly Rec Memberships	199	181	180
Yearly Rec Membership	20	33	3
Deposits	\$12,386.75	\$16,264.25	\$10,256.00

Monthly Report to Administrative Manager
Building Department
For the Month of March 2019

Type of Inspections	Mar-18	Mar-19	Fiscal Yr. To Date	Calendar Yr. To Date
Building	78	43	386	140
Electrical	37	30	237	90
Plumbing	32	41	263	116
Gas	5	7	42	28
Mechanical	26	8	119	39
TOTAL	178	129	1047	413
Building				
Permits	27	29	100	64
Value	\$ 1,675,705.90	\$ 1,744,050.49	\$ 6,987,098.94	\$ 2,375,150.49
Fees	\$ 10,341.17	\$ 13,955.79	\$ 47,595.88	\$ 29,845.93
Electrical				
Permits	11	21	63	38
Fees	\$ 1,030.00	\$ 4,540.00	\$ 11,840.00	\$ 7,970.00
Plumbing				
Permits	14	17	49	28
Fees	\$ 1,560.00	\$ 3,450.00	\$ 10,760.00	\$ 6,140.00
Gas				
Permits	4	6	22	13
Fees	\$ 620.00	\$ 730.00	\$ 2,350.00	\$ 1,430.00
Mechanical				
Permits	12	15	46	29
Fees	\$ 2,320.00	\$ 2,470.00	\$ 12,000.00	\$ 5,780.00
Total All Fees	\$ 15,871.17	\$ 25,145.79	\$ 84,545.88	\$ 51,165.93

**March 2019
Building Permits**

Number of Permits		Type/Classification	Permit Fees		Valuation	
Mar-18	Mar-19		Mar-18	Mar-19	Mar-18	Mar-19
3	10	New Single Family	\$ 2,508.00	\$ 11,366.65	\$ 297,675.00	\$ 1,550,225.00
		New Duplex				
		New Manufactured				
		New Multi-Family				
2		New Commercial	\$ 5,609.38		\$ 1,197,800.00	
		New Industrial				
		New Swimming Pools				
1		Moving Permit	\$ 487.52		\$ 53,000.00	
7	7	New Signs	\$ -	\$ 114.98	\$ 1,000.00	\$ 6,140.00
11	6	Residential	\$ 1,639.45	\$ 824.66	\$ 121,230.90	\$ 56,785.49
1	2	Non-Residential	\$ 96.82	\$ 1,649.50	\$ 5,000.00	\$ 130,900.00
2	4	Demolitions	\$ -	\$ -		\$ -
27	29		\$ 10,341.17	\$ 13,955.79	\$ 1,675,705.90	\$ 1,744,050.49
*BOA Request		213 E 8TH STREET LOT WIDTH VARIANCE GRANTED; 1130 ROBIN RD AND 1201 N AVENUE F FENCE HEIGHT VARIANCE GRANTED				
**BSC Requests		NONE				
P & Z Request		SPECIFIC USE PERMIT RECOMMENDED FOR 5 YEARS WITH PARKING PLAN				
Code Enforcement		Active March 2018	Active March 2019	Closed March 2018	Closed March 2019	Calendar YTD
Vehicles		10	1	18	2	17
Recreational Vehicle					2	4
Fences					2	4
Environmental		2	2		16	37
Alcohol/Ann. Compliance						22
Fire Code						13
Illegal Signs				47	17	57
Property Maintenance			11	8	18	32
Unsafe Structures				2		3
Water/Sewer			1	1	1	2
Zoning					2	2
Total		12	15	76	60	193

*Board of Adjustments

**Building Standards Commission

Submitted By: Melissa Lipiec and Carlos Navejas

Date: April 11, 2019

Public Works – March - 2019

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:

Railroad sign – Lexington Road

Permanent Street, utility cut repairs, pot hole repairs:

Patches:

Canary Street – 2 locations

Anderson Drive – 3 locations

Excavated and added base:

Elgin Soccer field parking lot – 2 locations

North Avenue C and North SH 95

Canary Street – 2 locations

Added base and bladed road – City of Elgin land (80 acres)

Pothole patched throughout town:

Multiple locations

Saw cut utility cuts to prep for permanent repair

Curb, Gutters, Drains, and Ditch Cleaning

Cleaned ditch and added new culver pipe – Lexington Road

Cleaned ditch:

North Avenue H and East 7th Street

Lexington Road

Trees and Brush:

Removed fallen limb:

North Main Street at East 9th Street

Cardinal Street

FM 1100 @ McClendon Drive

Miscellaneous:

Striped 21 new hash marks downtown - No Parking

Removed fallen power line North Avenue F – between East 3rd Street and East 4th Street

Events:

Public Works participated in Elgin ISD Careers on Wheels Day, equipment displayed dump truck, Kubota tractor/shredder/ Street roller/ JD Backhoe, Bastrop County Pct 4 Maintainer.

Saratoga Farms Subdivision Section 6:

Substantially complete, anticipate opening to the public in May.

Lee Dildy Boulevard/Roy Rivers Road phase 2:

Patin Construction to mobilize in May to construct the extension of these two (2) streets.

Joe Parten

Director, Public Works

City of Elgin

Elgin Police Department

March – 2019

Monthly Report

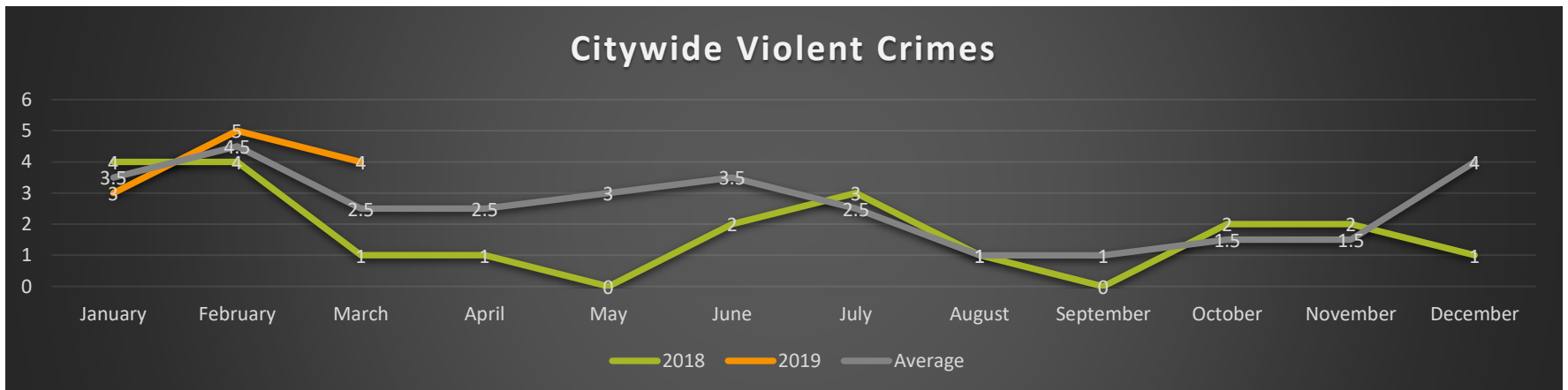


Elgin Police Department

Citywide Monthly Crime Reports - March 2019

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	0	0	nc	0	0%
Rape/Sexual Assault	2	2	nc	0	200%	5	1	400%	1	20%
Business Robbery	0	0	nc	0	nc	1	2	-50%	1	100%
Individual Robbery	0	2	-200%	0	nc	3	0	300%	3	100%
Agg Assault - No FV	1	1	nc	1	nc	2	2	nc	2	100%
Agg Assault - FV	1	0	100%	0	100%	1	4	-300%	1	100%
Total	4	5	-20%	1	300%	12	9	33%	8	67%



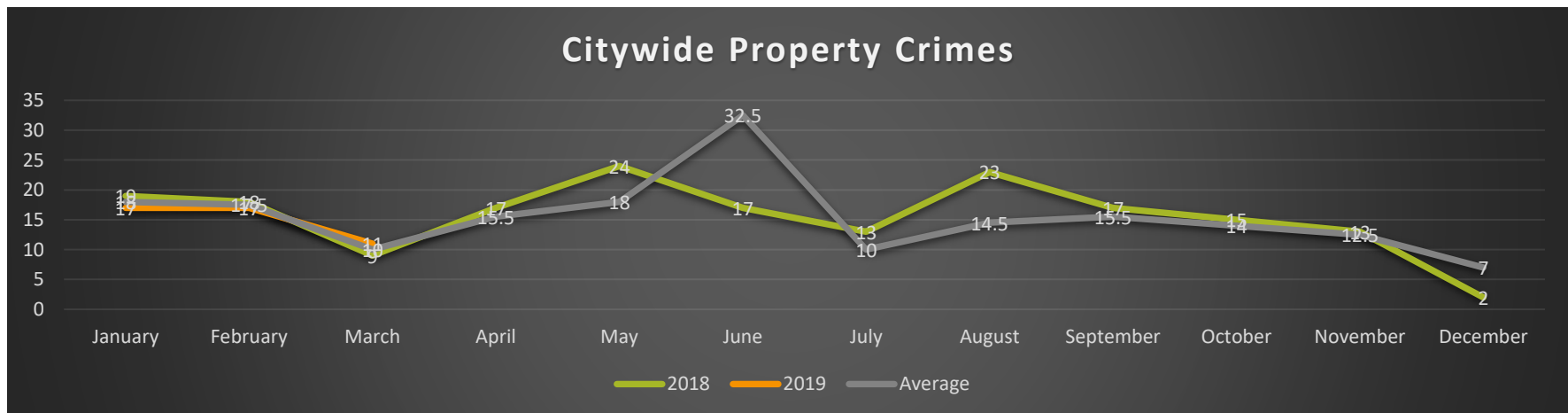


Elgin Police Department

Citywide Monthly Crime Reports - March 2019

Property Crime

Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Burglary Non-Residence	2	1	100%	1	100%	4	10	-60%	0	0%
Burglary Residence	0	3	nc	3	-300%	6	5	20%	3	50%
Auto Theft	0	0	nc	1	-100%	1	3	-67%	1	100%
BOV	0	1	-100%	1	-100%	3	8	-63%	0	0%
Other Theft	9	12	-25%	3	200%	31	19	63%	17	55%
Total	11	17	-35%	9	22%	45	45	0%	21	47%

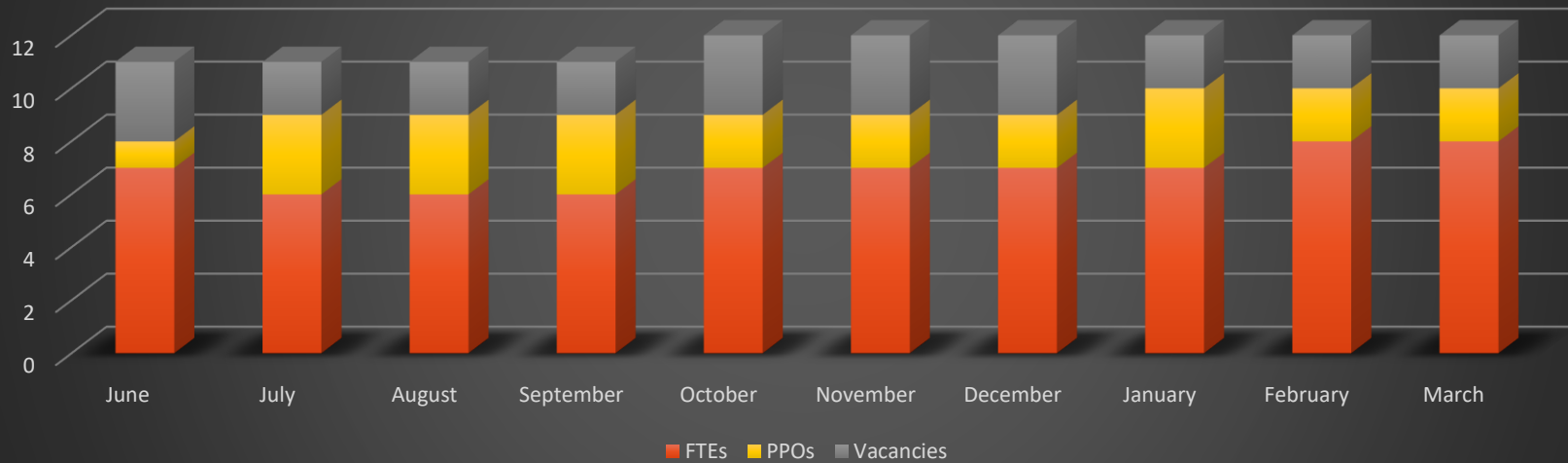




Elgin Police Department

Patrol Staffing – 2018/2019

Patrol Staffing 2018/2019

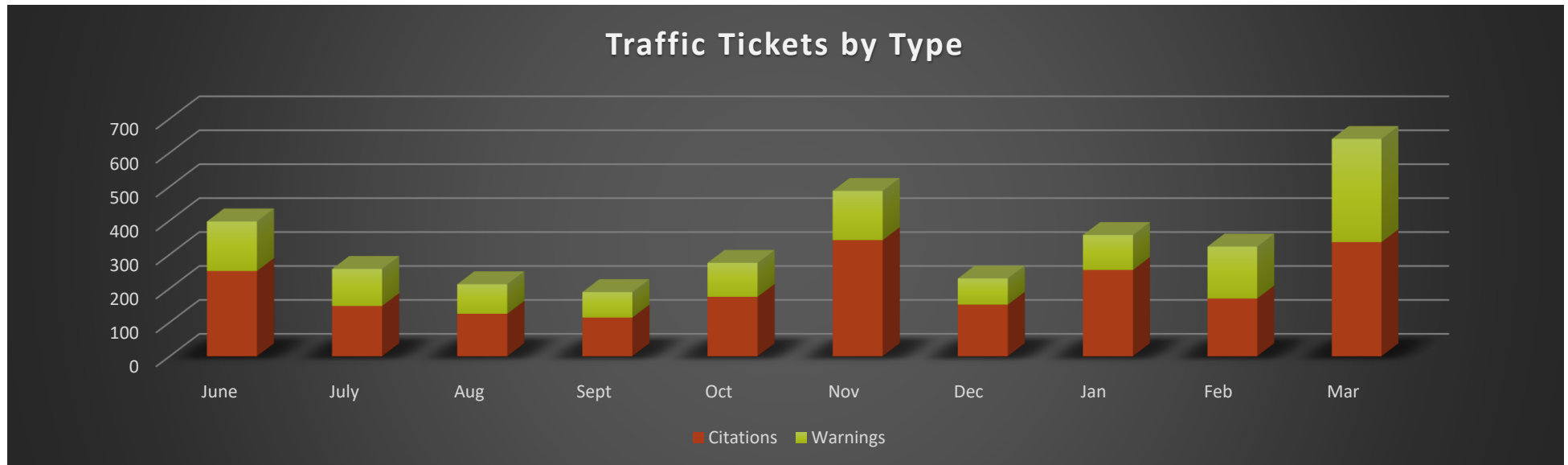


	Authorized	Open (Vacant)	Current	Actual % Vacant
March	12	2	10	17%
February	12	2	10	17%
January	12	2	10	17%
December	12	3	9	25%
November	12	3	9	25%
October	12	3	9	25%



Elgin Police Department

Citywide Monthly Traffic Tickets – Year to Date 2019 (Violations)



Jan	Feb	Mar	2019	2018
255	171	337	763	467
103	153	304	560	315
358	324	641	1323	782

Note: 69% increase from 2018 during the same period. This data will differ from Racial Profiling Data (includes traffic stops and all other citations).



Elgin Police Department

Call Analysis – 2018/2019

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Ave
Dispatched calls	426	392	505	461	524	422	432	453	423	438	344	455	382	305	386	423
Self-Initiated calls	442	458	453	485	503	508	528	522	367	494	674	330	874	594	941	545
Total Calls	868	850	958	946	1027	930	960	975	790	932	1018	785	1256	899	1327	968
																Ave
Total Time on Calls	18,024	30,488	20,620	40,537	22,844	18,068	22,182	27,004	22,151	32,908	37,485	28,124	30,908	19,060	25,924	26,422
Committed Time	40%	76%	46%	94%	51%	42%	50%	60%	51%	74%	87%	63%	69%	47%	58%	60%

Goal for committed time = no more than 60%

UTILITY BILLING REPORT		March 2019
Billed out	\$463,601.56	
Past due notices	603	
Work orders-Cut offs	81	
Disconnected for non pmt	68	
Extension to pay 1st	62	
Extension due for disconnect	4	
Meter tamper fee	0	
After Hour turn on	0	
Accounts set to final	9	for non pmt
Leak Adjustments	6	

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	33	3
FINAL READ	42	1
TRANSFERS / IN AND OUT	9	0
CTO'S / DISCONNECT NON-PMT	82	0
SET METER		2
ERT REPLACEMENTS		14
METER REPLACEMENTS	13	29
VISUAL READS	12	0
FAILURE TO READ (MOBILE MISS)	97	0
RE READS	35	0
WL / CHECK FOR WATER LEAK	7	3
METERS DATA LOGGED	6	5
MISCELLANEOUS	7	20
TOTAL NUMBER OF WORK ORDERS	343	77
CURB STOPS - JOHN CALHOUN		
BROKEN CURB STOPS		37
SERVICE LINE REPAIR		2
MAIN BREAK		1
SEWER LINE REPAIR		1
TOTAL NUMBER OF WORK ORDER	0	41
BULK WATER		
PURCHASES	11	
TRIPS/GALLONS	18/7,200	
TOTAL COLLECTED	\$43.35	

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

310 N. Main Street
512-229-3220 office

Monthly Reports March 2019

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 11	0 Gallons
Well # 14	18,080,000 Gallons
Well # 15	14,672,000 Gallons
Water loss due to leaks or flushing	150,000 Gallons
Total Water Pumped	32,602,000 Gallons

Chemicals Used

Chlorine	820 Pounds
Sequest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.8 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	1
Service Line Breaks	3
Miscellaneous Repairs/Complaint Calls	15
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	1
Service Lines	9
After Hours Call-Outs	8

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	5
Curb Side Cleanouts Installed	2
Main Line Repairs	1
New Main Line Installed	0
New Taps Installed	0
Lines TV'd	3
Manholes Installed/Repaired	1

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)	0
Floats Cleaned/Replaced	2
Grass/Weed Maintenance	9
After Hours Call Outs	2

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	12
After Hours Call-Outs	0

Chemicals Used

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

Monthly Plant Flows and Test Results

Minimum Daily Flow	519,100 Gallons
Maximum Daily Flow	710,400 Gallons
Average Daily Flow	606,000 Gallons
Total Monthly Flow	18,786,000 Gallons

Effluent DO (Dissolved Oxygen) Average	7.8
Effluent Chlorine Residual Average	1.67 mg/l
Effluent pH Average	7.36
Total Phosphorus Average	0.19
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	2.67
TSS (Total Suspended Solids) Average	2.22
Ammonia/Nitrates Average	0.209

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: CONSIDER A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CLOSURE OF CERTAIN BANK ACCOUNTS IN PROSPERITY BANK AND TRANSFERRING ACCOUNT BALANCES TO CORRESPONDING ACCOUNTS IN FIRST NATIONAL BANK AND MAKING CERTAIN FINDINGS THERETO.

DEPARTMENT: Finance

PROPOSED ACTION: Authorize closure of certain bank accounts

BACKGROUND: On April 18, 2016 the City entered into an agreement whereby First National Bank was to provide depository services to the City until terminated by either party. Prior to that time Prosperity Bank was the official depository bank for the City. During the transition period, not all bank accounts in Prosperity were closed and as shown on the last Quarterly Investment report, these accounts are still open today. In order to come into full compliance with the current Depository Agreement it is recommended that staff be authorized to close the four remaining accounts in Prosperity Bank and move the funds into the appropriate accounts at First State Bank (FSB) as shown in the following table:

Prosperity Bank

Acct ***485 Economic Dev. Corp (Close)

Acct ***9292 Section 125 Account (Close)

First National Bank

Transfer balance to Acct ****6028

Transfer balance to Acct ****4809

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Review and adopt the Resolution as presented.

ATTACHMENTS: Resolution to authorize closure of bank accounts

{ } 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 CLOSURE OF CERTAIN BANK ACCOUNTS IN PROSPERITY BANK AND TRANSFERRING ACCOUNT BALANCES TO CORRESPONDING ACCOUNTS IN FIRST NATIONAL BANK AND MAKING CERTAIN FINDINGS THERETO.

WHEREAS, the City of Elgin (“City”) entered into an Agreement with First National Bank (“Bank”), for the latter to serve as the Depository Bank for City beginning April 18, 2016; and

WHEREAS, the City and Economic Development Corporation established certain accounts in “Bank” to facilitate the deposit and disbursement of City funds for authorized purposes; and

WHEREAS, at the time of the City’s transferring of funds from Prosperity Bank, it was deemed necessary to maintain residual balances in Prosperity Bank for certain accounts to permit payment by ACH transfers for authorized vendors; and

WHEREAS, the City has determined and the Board of the Economic Development Corporations agrees that it is no longer necessary to maintain such accounts in Prosperity Bank;

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 staff is authorized to close the accounts in Prosperity Bank and transfer the balances at the time of closing to corresponding accounts in First National Bank as listed below:

Prosperity Bank

Acct ***485 Economic Dev. Corp (Close)

Acct ***9292 Section 125 Account (Close)

First National Bank

Transfer balance to Acct *****6028

Transfer balance to Acct *****4809

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

PASSED AND ADOPTED this 7th day of May, 2019.

Chris Cannon, Mayor City of Egin, Texas

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CONSOLIDATION OF CERTAIN BANK ACCOUNTS IN FIRST NATIONAL BANK AND MAKING CERTAIN FINDINGS THERETO.

DEPARTMENT: Finance

PROPOSED ACTION: Authorize closure of certain bank accounts

BACKGROUND: In addition to transferring City funds from Prosperity Bank to the City's depository bank which was authorized by Council at its last regular meeting, in the interest of more efficient and effective control of the safekeeping of funds held by the City for public purposes, it is recommended that the five current accounts being held in First National Bank be closed and balances transferred to the City's pooled cash account in the same bank.

This action will facilitate a more efficient process of reconciling monthly bank statements and allow for more efficient management of idle funds for investment purposes. For these reasons it is recommended that staff be authorized to close five separate accounts currently being held in First State Bank (FSB) with the balances transferred to the pooled cash account number ****5962 which are also in FNB, as shown in the following table:

First National Bank

Acct ***5772 Court Technology Account (Close)
Acct ***5699 Court Security Account (Close)
Acct ***5806 Comm Impact Fees Sewer (Close)
Acct ***5780 Comm Impact Fees Water (Close)
Acct ***5947 General Fund Debt Service (Close)

First National Bank

Transfer balance to Acct ****5962
Transfer balance to Acct ****5962
Transfer balance to Acct ****5962
Transfer balance to Acct ****5962
Transfer balance to Acct ****5962

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Review and adopt the Resolution as presented.

ATTACHMENTS: Resolution to authorize closure of bank accounts

{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
CONSOLIDATION OF CERTAIN BANK ACCOUNTS IN FIRST
NATIONAL BANK AND MAKING CERTAIN FINDINGS THERETO.**

WHEREAS, the City of Elgin (“City”) entered into an Agreement with First National Bank (“Bank”), for the latter to serve as the Depository Bank for City beginning April 18, 2016; and

WHEREAS, the City established several different accounts in “Bank” to track the receipt and disbursement of funds in various accounts, instead of utilizing the City’s accounting application to accomplish the same objective: and

WHEREAS, it is determined that the consolidation of accounts into one pooled cash account not only simplifies the monthly bank reconciliation process but also allows for more effective use of investment opportunities in placement of idle funds;

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 staff is authorized to close the accounts as listed in the following and place the balances at the end of the month May 2019 in the pooled cash account, namely Account # **** 5962:

First National Bank

Acct ***5772 Court Technology Account (Close)
Acct ***5699 Court Security Account (Close)
Acct ***5806 Comm Impact Fees Sewer (Close)
Acct ***5780 Comm Impact Fees Water (Close)
Acct ***5947 Genreal Fund Debt Service (Close)

First National Bank

Transfer balance to Acct ***5962
Transfer balance to Acct ***5962
Transfer balance to Acct ***5962
Transfer balance to Acct ***5962
Transfer balance to Acct ***5962

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

PASSED AND ADOPTED this 7th day of May, 2019.

Chris Cannon, Mayor City of Egin, Texas

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes –March 19 and April 2, 2019

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the March 19 and April 2, 2019 Meeting Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the March 19 and April 2, 2019- Meeting Minutes.

ATTACHMENTS: March 19 and April 2, 2019 Meeting Minutes.

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

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

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

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

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, MARCH 19, 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
Sue Brashar, Council Member

Mayor Cannon certified there was a quorum.

Mayor Cannon asked that the record show that Council Members Lopez, Thomas and Beyer were all absent. He stated that Council Member Brashar had heard from Council Member Beyer and that he was at a conference, Council Member Thomas had an ill family member, and Council Member Lopez would not attend due to work.

Council Member Penson moved to excuse Council Members Beyer, Thomas and Lopez. Council Member Brashar seconds the motion. Motion carried 6-0.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Amy Miller, Community Development Director
Melissa Lepiec, Planning Department

INVOCATION

Council Member Penson gave the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Mayor Cannon opened Public Comment.

CITY COUNCIL MEETING MINUTES

March 19, 2019 – Page 2

City Annex Council Chambers

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

CITY MANAGER'S REPORT

1. General Activity Report and/or Project Update.

City Manager Thomas Mattis stated that under New Business item 2, that was for discussion only. He stated there are several different issues and the common thread being these are all cases where we need the city to move to a more uniform and consistent procedure from staff's standpoint and a uniform and consistent policy that is endorsed by the City Council. He stated that Code Enforcement and the Police department were also working on a uniform approach for code violations and enforcement. He also spoke about the parades and the lack of understanding of how much it costs the city to manage these parades and that the taxpayers are supporting these events. He stated that they wanted to manage these events the right way, with safety being the biggest issue, and another thing to think about would be to require insurance. Mr. Mattis stated that these issues were all still being worked on and would be coming before Council soon. Mr. Mattis stated that another item that was coming up was the first appeal of the Building Official and the Historic Review Board about a project downtown from someone that went to the HRB and they denied his request. He stated it was in the ordinance that the owner had the right to appeal to the City Council and it would be on the next agenda.

NEW BUSINESS

Consideration of staff recommendation on an Action Plan Related to an Area in the Southeast Quadrant of the City Annexed in 2015 ("Annexed Area") and Related Matters.

Mayor Cannon stated that this was one step in many to consider in this annexation. He stated this had been an aggravating process for him personally because it was just an informational thing, but as usual any time the word annex is used it stirs a lot of stuff up. He stated that tonight they were moving forward with the motion of taking that next step, but not deciding anything other than staff moving forward with sending out the mailers and going through the process. He stated they would still need to receive that information and response back from the citizens and staff.

Mayor Pro Tem Bega stated that as the Mayor just mentioned, this was the first step in the process. She stated that they are looking at the recommendation before them and she imagined that beyond this there may be additional recommendations once staff has been able to reach out to all the citizens in the area.

City Manager Thomas Mattis spoke and stated that this was the recommendation the staff made, basically a three-part recommendation. He stated Council went through a very detailed discussion at the last meeting, and that the city would consider the annexation of area three and reach out to property owners in area three. He stated this annexation would be predicated on a settlement or a

CITY COUNCIL MEETING MINUTES

March 19, 2019 – Page 3

City Annex Council Chambers

development agreement and then working on extending services to area two alone. He stated that at the last meeting they spoke of area two and three because that was what they have always been referred to and the original maps and data used in 2015 labeled them as such. He stated that in an effort to be consistent and keeping confusion to a minimum, this is why they continue to be labeled that way. He stated that the 1704 corridor is the area of anticipated eminent development and the lowest potential cost impact from an operating standpoint for the city to provide services there, while area three is basically the opposite of that. He stated that they did not think there was opportunity for significant development out there but that there are significant code enforcement issues and potentially high operating costs for the city. He stated the focus of the Council was trying to research what opportunities the city might have to be responsive to the citizens heard from at the time, and that most of those citizens expressed a desire to be dis-annexed. Mr. Mattis stated that the recommendation made is what is believed an appropriate balance between trying to be as responsive as we can to as many of those property owners and at the same time continue to protect the city's business interests. He stated that if the Council endorses this plan, they will start to reach out to those owners in area three and make sure to engage their interest in executing this development agreement or whatever agreement we come up with in exchange for this annexation.

Bill Carlson of 1415 FM 1704 spoke and stated this project impacted them in a big way and did not think the city was going about it the right way. He stated the original plan when they were annexed was to wait five years and just before the five years was up, they were going to get a lawyer and get everyone together and under statute 43 forcefully be de-annexed in which case in ten years the city could not touch them and give them back their money. He stated that they still intended to use statute 43 of the state code and be de-annexed. He stated that they had asked for a development agreement because the agreement would provide them relief and lets the city keep control of the development of the property. He stated that the property owners in his area were deed restricted for now, but that they could come back and with an a 80% voting they could sell their property to anyone. He stated he did not hear how the city would reach out to all of the property owners in area two, just area three, and couldn't understand why the city would not find it important to speak to all of the owners in area two. He stated that McVay Lane keeps getting overlooked and that residents had to drag their trash down one public road to another for trash services mandated by the city, and that the road needed to be improved so the trash truck could come around to pick up the trash. He asked the city talk directly to the land owners.

Council Member Brashar moved to consider passing the staff recommendation. Council Member Penson seconds the motion. Council Member Gonzalez abstained from voting. Motion carried 5 ayes-with 1 abstention.

(Discussion Only) AN ORDINANCE AMENDING CHAPTER 34, ARTICLE II, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, REGARDING PARADES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

This item was discussed under the City Managers report.

CITY COUNCIL MEETING MINUTES

March 19, 2019 – Page 4

City Annex Council Chambers

EXECUTIVE SESSION

Adjourn into Executive Session Pursuant to Section §551.074 Personnel Matters: To Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee.

Mayor Cannon stated that the Executive Session would not be held due to not having all of the information turned in to him yet. He stated it would be moved to the second meeting in April.

ANNOUNCEMENTS

Mayor Cannon mentioned the Chamber Banquet coming up the following week on April 4th at the Rec Center.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 7:33 p.m.

ATTEST:

Chris Cannon, Mayor

Amelia Sanchez, City Secretary

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, APRIL 2, 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
Mary Penson, Council Member
Daniel Lopez, Council Member
Phillip Thomas, Council Member
Sue Brashar, Council Member
Neil Beyer, Council Member
Susie Arreaga, Council Member
Juan Gonzalez, Council Member

Mayor Cannon certified all members were present and there was a quorum.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Owen Rock, Economic Development Director
Patrick South, Chief of Police
Amy Miller, Community Development Director
Melissa Lepiec, Planning Department

INVOCATION

Council Member Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. Public Hearing on a Zoning Change Request Submitted by Martha Flores for her Property at 700 Bull Run, Elgin, Bastrop County, Texas.

CITY COUNCIL MEETING MINUTES

April 2, 2019 – Page 2

City Annex Council Chambers

Mayor Cannon recessed the Regular City Council Meeting and opened the Public Hearing at 7:01 pm.

With no one wishing to speak Mayor Cannon closed Public Hearing at 7:02 pm. and re-opened the Regular City Council Meeting.

APPEAL HEARING

1. Hearing on an appeal filed on behalf of Building Owner Jose M. Arreola to reconsider a decision by the Building Official to uphold the Historic Review Board's decision to disapprove Window Replacement Plans for 19 North Main Street.

City Manager Thomas spoke and stated that representatives of the building owner at 19 N. Main Street had previously submitted plans for a remodeling project for which a permit was approved. He stated that the plans did not include plans for window replacements, and as per city code replacement of windows in the downtown area must be reviewed by the Historic Review Board. The Historic Review Board met to consider the proposed window replacement and denied the application for the windows determining that they did not meet the requirements of the Historic District Ordinance. He stated that the owner had submitted a Notice of Appeal as is his right to be heard by the City Council and that the Council ruling may uphold the denial, overrule and/or modify the building official's decision.

Mr. Yamil Hernandez, representing the owner of 19 N. Main Street, spoke and stated that the owners wanted to have a bigger and nicer place for Joseph's Steakhouse and to be a part of the city. He stated that the building looked really good and that they had a budget and timeline. He said the building had gone through a lot of transformations and had been modified from square to arched windows and that he could not match the windows. He stated the work had been done in the 60's with no permits or Historic Review. He stated they tried to match the windows but that some were changed to different sizes and shapes with a lot of damage to the inside. He stated as they started the renovations, they discovered a lot of water damage that was affecting the inside of the building. He stated that they went ahead and tried to do the best they could and repair the damage to the windows but did not realize that it would alter the outside of the building. He stated that now the building was safe and would stand a hundred or more years with no more water damage, and that they wanted to be here in Elgin for a long time.

Molly Alexander, Chair of the Historic Review Board, spoke and stated they are a Board of the City Council and that they uphold the Historic District Ordinance put in place in late 1989 -1990. She stated that they only review the exterior, alterations, or changes to the building in the designated or defined Historic district. Ms. Alexander stated she would first go through the process, and that one of the things they look at is Historic time period and work with property owners on external changes. She stated that when the application was filed in the Building Department if it had any exterior notations like windows, it would have come immediately to the

CITY COUNCIL MEETING MINUTES

April 2, 2019 – Page 3

City Annex Council Chambers

Historic Review Board and that they work with property owners to expedite projects and meet either once a month or on a special called basis. She stated they did not know any alterations of the windows would occur and passed other things for that property and then found out later that the windows had been replaced and then it came back to them. She stated that they met with the representative and everyone on the Board and provided three alternatives, one, that they did not meet the criteria and the windows did not meet the intent of the ordinance. Ms. Alexander stated that they make other property owners follow those guidelines and that the Board decided that it is difficult to say a mistake was made and it is okay for your mistake to go forward when other property owners have been held to a different standard. She stated that every other property owner who had come through to replace windows have been required to meet the guidelines of the Historic District. She stated the Board's unanimous decision was to not accept the application and to deny the permit. She stated that in the midst of that decision they offered two alternatives, to do it in phases, to do the front part of the windows first, because the windows on the front facing the street would have to be mitigated as this is really the most important to the integrity of at least the front facing, then do the remaining windows at another time when the owner could afford to do it. She stated that they told the owner at the time of the meeting he could go through the appeal process before Council and he had chosen to do that and that is why they were here.

Mayor Pro Tem Bega asked if some of the original specs were not understood or known because of the variations over the years. She stated that she wondered if original specs were identified to help Mr. Hernandez understand the original specs for the newly installed windows.

Council Member Brashar responded that she did not think so because the windows were not in play which is the reason the work was stopped.

Mayor Cannon stated that he believed that the question was about the knowledge of the windows and the original specs of the building and that he did not intend to change the windows initially.

Mr. Hernandez responded that no they did not as their budget did not include the windows but when they realized the damage those windows had already done to the interior of the building and knew that they had to address this situation otherwise the building would continue to deteriorate.

Council Member Penson asked how much of a change it was and that what she was seeing it had progressed and changed before then so what difference was it making with these windows, and as he stated he had to change the windows because of the deterioration. She stated that before he got there those windows were already there and were no good.

Ms. Alexander responded that in the Historic District according to the Federal Interior Standards you have to match the opening of the window and there are two ways to do it. One is restoring the entire area with the window frame and the window, or to be compatible which allows it to be as close to that as possible and had Mr. Hernandez come to them knowing the exterior work was being done, they could have helped him understand.

CITY COUNCIL MEETING MINUTES

April 2, 2019 – Page 4

City Annex Council Chambers

Council Member Beyer asked Mr. Hernandez if they had someone that did code compliance for this project. Mr. Hernandez replied that they did hire an architect and they did the work.

Council Member Beyer asked if that person did not inform him that if they were changing windows on Main Street that he might have a Historic Board compliance problem.

Mr. Hernandez replied that this was after the fact when they got the order to stop work.

Council Member Gonzalez stated that he was raised two blocks from the Depot and that none of the store fronts look like they did and that he wanted to get this building back on the tax rolls and that when he drove down that street three and four times a day he did not look up at the windows, so he felt they needed to allow the appeal.

Council Member Penson moved to accept this appeal from Mr. Hernandez and allow the windows as they are and approve his window replacement plan as presented.

Council Member Lopez seconds the motion. Motion carried 6-3 with Council Members Beyer, Brashar, and Thomas voted no.

PUBLIC COMMENT

Mayor Cannon opened Public Comment.

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

PRESENTATION

Chief of Police Patrick South introduced five of his new Sergeants for the Elgin Police Department.

CITY MANAGER'S REPORT

1. Departmental Monthly Reports – February.

There were no questions or comments on the Departmental Reports.

2. General Activity Report and/or Project Update.

City Manager Thomas Mattis stated that there would be a meeting in two weeks, but more of a work session regarding some of the issues discussed in the last two weeks.

CONSENT AGENDA

CITY COUNCIL MEETING MINUTES

City Annex Council Chambers

April 2, 2019 – Page 5

Mayor Pro Tem Bega asked to pull item number 3 from the Consent Agenda.

1. Consider Request to Waive Open Container Ordinance for Juneteenth Festival June 7 from 6pm to 12:15am and on June 8th from 8am To 6pm.
2. Consider the Request to Waive Open Container Ordinance for Western Days Festival June 21 from 6pm to 12:15am and on June 22 from 8am to 8pm in Elgin Memorial Park.
3. Consider Application to Texas Department of Transportation for a Transportation Alternatives and Safe Routes to School Grant.
4. City Council Meeting Minutes - March 5, 2019.
5. Consider Authorizing the City Manager to Negotiate a Lease with the Capital Area Rural Transit Authority (CARTS) for a Bus Terminal at Avenue C and Central Avenue.

Council Member Brashar moved to approve items number 1,2,4, and 5 with corrections to the minutes. Council member Thomas seconds the motion. Motion carried 9-0.

Mayor Cannon returned to item number 3 that was pulled under the Consent Agenda.

3. Consider Application to Texas Department of Transportation for a Transportation Alternatives and Safe Routes to School Grant.

Mayor Pro Tem Bega stated she was glad to see this item on the Consent Agenda and hoped that this time it would be successful. She asked for an update from a meeting that was recently held.

Mr. Mattis stated that this was another application for more funds for sidewalks and a priority identified by Council and that many improvements had already been made regarding sidewalks to schools.

Council Member Penson moved to approve the application for a safe route to school grant.

Council Member Bega seconds the motion. Motion carried 9-0.

NEW BUSINESS

1. AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR A CHILD CARE CENTER AT THE PROPERTY LOCATED AT 700 BULL RUN ROAD IN SOPKO & KEELING SUBDIVISION, LOT 1, BEING APPROXIMATELY 0.5510 ACRES AND LOT 2 BEING APPROXIMATELY 0.5510 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

CITY COUNCIL MEETING MINUTES

City Annex Council Chambers

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

2. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF THE ELGIN AND SOUTHSIDE MARKET AND B-B-Q, INC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

3. Consider Request to Waive or Reduce Fees for the Juneteenth Festival and Parade.

Bettye Lofton, President of Elgin Juneteenth spoke and stated they were requesting a waiver or reduction in fees because they could not afford the fees. She stated they were a small group and they kept trying year after year to give back to the city and the community but that it was really costing them. She stated that if they could get the fees waived or drastically reduced it would really help them, or they might not be able to afford the parade.

Council Member Thomas moved to waive the fees for the Juneteenth Festival and Parade. Council Member Beyer seconds the motion. Motion carried 9-0.

4. Consider Request to Waive or Reduce Fees for Western Days Festival.

Gena Carter President of the Elgin Chamber of Commerce spoke and invited everyone to the Chamber Banquet on Thursday to honor the businesses in the community. She stated that she agreed with Ms. Lofton and understood there were costs to the city but that there were values as well. She stated it would be the fiftieth year for Western Days and this year they were partnering with the purple and white jubilee and planning a lot of activities. She stated that although there were costs to the city, she had numbers to show they were getting that back such as the hotels being full on those days and that it was hard but that it was important for the community.

Council Member Brashar moved to waive the fees for the Western Days Parade. Council Member Beyer seconds the motion. Motion carried 9-0.

ANNOUNCEMENTS

Council Member Beyer stated that this would be his last Council Meeting and thanked everyone for the opportunity and that he wanted to spend more time with his family.

Mayor Cannon reminded about the Chamber Banquet and Sip, Shop and Stroll, and early voting starting April 22nd.

CITY COUNCIL MEETING MINUTES

April 2, 2019 – Page 7

City Annex Council Chambers

Mayor Cannon recessed the Regular Meeting at 8:53 p.m. with a 5-minute break.

Council Member Beyer left the meeting at 8:53 p.m.

EXECUTIVE SESSION

Mayor Cannon Reconvened the Regular Council Meeting and Convened into Executive Session at 9:00 p.m.

Adjourn into Executive Session Pursuant to (A) Section §551.071 Consultations with Attorney; to Deliberate with Legal Counsel Regarding Pending or Contemplated Litigation: Bonnie Crankshaw V. City Of Elgin and Thomas Mattis, City Manager, in his individual Capacity and (B) Pursuant to Section §551.074 Personnel Matters: To Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee.

RECONVENE

Mayor Cannon Reconvened into the Regular City Council Meeting at 10:01 p.m.

No Action was taken in Executive Session.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 10:02 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH HARRIS & STRAUB LLC, ELGIN MUNICIPAL UTILITY DISTRICT NO. 1, AND ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing a Development and Consent Agreement between the City and Harris & Straub LLC, Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2 (“the Developers”).

BACKGROUND:

Discussed at previous meetings; Harris & Straub LLC previously executed a Letter of Intent with the City Manager proposing the development of 386 +/- acres of land within City’s ETJ.

The Developers intend to construct a master-planned residential community with park and recreational facilities; as well as land sites for public safety and public school facilities.

Following a due diligence process by both parties, city staff is recommending a Development and Consent Agreement, whose terms shall be binding upon the Developers.

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution authorizing a Development and Consent Agreement between the City and Harris & Straub LLC, Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2; and routine direction to staff, if any.

ATTACHMENTS: Development and Consent Agreement as described

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH HARRIS & STRAUB LLC, ELGIN MUNICIPAL UTILITY DISTRICT NO. 1, AND ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City Manager previously executed a Letter of Intent (LOI) with Harris & Straub LLC in support of a conceptual plan for the development of certain real property within the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, the LOI contemplated a project whereby Harris & Straub LLC, Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2 would construct a master-planned, residential project that will include parks and recreational facilities to serve the community; and,

WHEREAS, the city staff is now recommending authorization of a Development and Consent Agreement, that shall be binding upon Harris & Straub LLC and the associated Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No.2; and,

WHEREAS, the City Council have found and determined that the proposed Development and Consent Agreement with Harris & Straub LLC, Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2 will further the public interest and welfare and is necessary to promote opportunities for much needed new affordable housing.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Development and Consent Agreement with Harris & Straub LLC, Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 7th day of May, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

DEVELOPMENT AND CONSENT AGREEMENT

AMONG

CITY OF ELGIN, TEXAS,

HARRIS & STRAUB, LLC

AND

**ELGIN MUNICIPAL UTILITY DISTRICT NO. 1 and
ELGIN MUNICIPAL UTILITY DISTRICT NO. 2**

DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development and Consent Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”) and **Harris & Straub, LLC**, a Texas limited liability company (the “Developer”). The **Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2** (collectively, the “District”), each of which is a municipal utility district to be created, will join this Agreement as set forth below and after such joinder shall become a party to this Agreement.

INTRODUCTION

The Developer owns or controls 385.9 acres of land described on **Exhibit A**, attached hereto and made a part hereof.

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

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

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

ARTICLE I DEFINITIONS

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

Additional Property. Any property which is contiguous to the Property which Developer wishes to be added to the Property governed by this Agreement, not to exceed fifty (50) acres in the aggregate.

|

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

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

City Manager: The City Manager of the City.

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

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

County: Bastrop County, Texas.

Developer: Harris & Straub, LLC, or its successors and assigns under this Agreement.

District: Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2, each a political subdivision of the State of Texas, to be created over the Property with the consent of the City, provided in this Agreement.

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

Property: Approximately 385.9 acres of undeveloped land described on **Exhibit A**, being located in the City's extraterritorial jurisdiction, as well as any Additional Property that may be purchased by the Developer.

WWTP: City of Elgin Wastewater Treatment Plant No 1, located adjacent to the Property.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Project Description. The Developer proposes to construct a mixed-use, multi-phase project (the “Development”) over the Property that is projected to include approximately 1,650 single family residential units, for a total of 1,650 living unit equivalents (“LUEs”). The Development 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 floodplain; (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..

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

Section 2.03 Master Development Fee.

(a) **Master Development Fee.** As consideration for this Agreement, Developer agrees to pay the City a “Master Development Fee” of \$2,097,600, partially payable from or concurrently with the proceeds of bonds issued by the District and partially in annual cash installments as provided for in Subsection 2.03(c) below. The District, however, shall not be obligated to issue bonds and shall not issue bonds until such time as the assessed value of the Property supports such issuance and the District’s financial advisor advises the District that issuing bonds is economically feasible.

(b) **Master Development Fee Payments.** The Master Development Fee will be made in installments. After the District issues its first series of bonds, ten percent (10%) of the bond reimbursements received by the Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, the Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer’s receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances shall be due to the City. Regardless of the timing of the District’s bond issuances or timing of payment by the Developer of the Master Development Fee installments, no interest shall be do or owing on the Master Development Fee amount of \$2,097,600.

(c) **Advance Payments.** The initial \$300,000 of the Master Development Fee shall not be paid from bond proceeds, but shall be paid in three (3) annual cash installments of \$100,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat

submitted by Developer for approval. The two (2) subsequent \$100,000 payments shall be due and owing on the same day of each year thereafter. Each \$100,000 payment shall be credited against the \$2,097,600 Master Development Fee. These advance payments shall be in place of the initial \$300,000 payments that would be made from or concurrently with bond proceeds, such that the Developer shall not be required to pay the ten percent (10%) payment described in Subsection 2.03(b) on the initial \$3,000,000 of bonds issued.

ARTICLE III WATER AND WASTEWATER SERVICE

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

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

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

customers. The Developer and/or District shall not be required to provide easements outside the area of the District.

(e) Developer will provide the City a “Utility Plan” for review and approval by the City showing the preliminary routing and sizing of the facilities to be constructed to extend wastewater services to the Development prior to the commencement of any construction or development as part of the preliminary plat application.

(f) All offsite facilities constructed in support of the Development 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 Development will be conveyed to the District for ownership, operation and maintenance.

(g) At its sole discretion, the City may cost participate in the construction of any major offsite utility infrastructure it deems warranted and appropriate.

(h) 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 Development requires these facilities.

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

3.03 Wastewater Treatment Plant Capacity Reservation

The City will expand the capacity of the WWTP as required to serve the Development and in accordance with the Concept Plan. Developer and/or District will pay a portion of the City’s cost for the initial expansion of the capacity of the WWTP, which portion shall be represented by a fraction, the numerator of which is the number of LUEs required by the Development at the time of payment, and the denominator of which is the total number of LUEs enabled by the total initial expansion of the capacity of the WWTP (the “WWTP Capacity Reservation Fees”), on a one LUE-per-lot basis. The first WWTP Capacity Reservation Fee shall be paid by Developer in connection with the recordation of the first subdivision plat for the Development based on the number of lots described in such plat. Thereafter, subsequent WWTP Capacity Reservation Fees shall be paid to the City solely from or concurrently with the proceeds of bonds issued in connection with the Development resulting in reimbursements to Developer (i.e. for construction, geotechnical and engineering expenditures advanced by Developer for public infrastructure improvements on the Property). The amount of WWTP Capacity Reservation Fees payable upon bond reimbursement will be based upon the number of platted lots associated with the expenses reimbursed to

Developer by such bond issuance. The City acknowledges that the Developer is relying on service being available to the Property and agrees that wastewater service will be made available to the Development as required by Developer.

ARTICLE IV CONCEPT PLAN

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

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

Section 4.03 Development Review and Approval; Moratorium.

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

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

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

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

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

ARTICLE V CREATION OF DISTRICT

Section 5.01 Consent to Creation of District. The City acknowledges that Developer intends to develop the Development in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. The City has entered into that certain Consent Agreement for Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2 dated on or about November 4, 2003, as amended from time to time, providing for the creation of the District which District has been created prior to the date hereof. The City agrees to reasonably cooperate with Developer in establishing the effectiveness of such Consent Agreement for the District to the extent requested or required by any governmental entity or other party.

Section 5.02 Annexation. The City agrees that it will not annex the District or Development until: (i) all public infrastructure facilities (including but not limited to water, wastewater, roadway and drainage facilities) have been completed to serve 100% of the developable acreage served by the District, and (ii) Developer has been reimbursed by the District for all such costs in accordance with the rules of the Commission or other laws of the State of Texas.

ARTICLE VI DEVELOPMENT MATTERS

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

Section 6.02 Public Safety Services Site. Developer and the City will work together to determine the location of the approximately 2- acre public safety services site within the Development, which the parties will endeavor to locate in an early phase of the Development. Developer will, at the time of final platting the phase of the Development within which the Public Safety Site is located, convey the Public Safety Site to the City by warranty deed, at no cost to the City. The Public Safety Site shall be utilized exclusively in support of public safety services as to be determined by the City and shall not be re-sold. If construction has not commenced on a public

safety facility within five (5) years of transfer, the property shall revert back to the Developer for \$1.00, unless otherwise mutually agreed to by the Parties.

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

Section 6.04 Support for Elgin Public Schools. As further consideration for this Agreement, Developer will also pay to the City an additional fee of \$200 per single-family residential lot within the Development in general support of Elgin Public Schools, which based on the current Concept Plan would amount to \$262,200. Such fee will be paid to the City, as a condition of the City's approval of each final plat for a portion of the Property, for each lot within such final plat, such payments ultimately being conveyed by the City to Elgin public schools for their general use.

Section 6.05 Transportation Improvements. Developer will provide a Traffic Impact Analysis (TIA) providing information on the projected traffic associated with the Development, 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 Development. Developer and/or the District shall be responsible for their proportionate share (based upon the impact of the Development on such traffic patterns as described in the TIA) of the costs associated with the design, engineering, and construction of improvements identified by the TIA.

ARTICLE VII PARK AND RECREATIONAL AMENITIES

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

ARTICLE VIII AUTHORITY AND VESTING OF RIGHTS

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

Section 8.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code. Except as otherwise provided in this Agreement, the City rules, regulations and official policies applicable to the development of the Property (the “Applicable Rules”) during the term of this Agreement will be those City ordinances, regulations, and official policies (collectively, “City Rules”) in force and as interpreted by the City by policy or practice as of the date of this Agreement (the “Vesting Date”), which is the date on which the first application was filed with the City for development of the Development. No City Rules adopted after the Vesting Date, whether by means of an ordinance, initiative, referendum, resolution, policy, order or otherwise, are or will be applicable to the Project, unless otherwise provided in this Agreement or applicable state law, or the application is agreed to, in writing, by Developer and the City. For the term of this Agreement, the development and use of the Development will be controlled by the terms of this Agreement and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. In consideration of Developer’s agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Development; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Development. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, however, any such a moratorium may continue only during the duration of the emergency.

ARTICLE IX

TERM, ASSIGNMENT AND REMEDIES

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

Section 9.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer and, following joinder of the District, the District, and may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owners of the portion of the Property affected by the amendment or termination and, following creation of the District, the District containing such portion of the Property.

Section 9.03 Assignment.

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

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

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

Section 9.04 Remedies.

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

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

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

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

Section 9.05 Cooperation.

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

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

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

ARTICLE X LIMITED PURPOSE ANNEXATION

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

ARTICLE XI MISCELLANEOUS PROVISIONS

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

any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

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

With Required Copy to: Charlie Crossfield
Sheets & Crossfield
309 E. Main Street
Elgin, Texas 78664-5264

DEVELOPER: Harris & Straub, LLC
Joseph Straub
4408 Spicewood Springs Road
Austin, TX 78759

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

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

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

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

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

Section 11.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever

appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

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

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

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

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

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

Exhibit A – Legal Description of Property

Exhibit B – Joinder of District

Exhibit C – Concept Plan

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

(signatures on the following page)

CITY OF ELGIN, TEXAS

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

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

 This instrument was acknowledged before me on _____, 2019, by
_____, _____ of the City of Elgin, Texas, a home-rule city on behalf
of said City.

Notary Public Signature

(Seal)

HARRIS & STRAUB, LLC

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

THE STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on _____, 2019, by
_____ on behalf of HARRIS & STRAUB, LLC.

Notary Public Signature

(Seal)

EXHIBIT A
LEGAL DESCRIPTION

[attached]

DRAFT

EXHIBIT B
JOINDER OF DISTRICT

[attached]

DRAFT

EXHIBIT C
CONCEPT PLAN

[attached]

DRAFT



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING CHAPTER 34, ARTICLE II, CODE OF ORDINANCES. CITY OF ELGIN, TEXAS, REGARDING PARADES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Community Development

PROPOSED ACTION: Discussion

BACKGROUND: The existing parade ordinance is very brief and outdated. The proposed ordinance provides a clear framework for how parades would be reviewed and considered for approval by the police chief. All parade organizers would have a consistent protocol to follow in setting up a parade. The ordinance addresses safety issues and organizational concerns such as parking, sanitation, and traffic control. Staff met with parade organizers in the community and reviewed the proposed ordinance. Organizers expressed overall support for the more detailed ordinance and voiced their support for all parades following similar rules. Organizers also requested support from parade entrants and the community in not throwing candy or other items from vehicles. This causes children to run into the vehicle lanes where the parade is traveling and greatly increases the potential for a tragic accident to occur. Participants are invited to walk the parade route and hand items directly to the attendees. Elgin has active parade requests from Juneteenth Festival committee for Juneteenth Festival June 7-8, Elgin Chamber of Commerce, Western Days Festival June 21-22, City of Elgin July 3 parade, American Legion,

Veterans appreciation Parade November 2 and Elgin Volunteer Fire Department Christmas Lighted parade December 7. The current parade ordinance lists permission required for a parade from the City manager or his designee with an appeal to City Council if permit is denied. The proposed ordinance would list the Police Chief or his designee with an appeal to city council if permit is denied. The proposed ordinance lays out clear guidelines for the denial or approval of a parade permit.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Discussion.

ATTACHMENTS:

{ } 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 AMENDING CHAPTER 34, ARTICLE II, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, REGARDING PARADES; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 34, Article II, Sections 34 1-19, Code of Ordinances, City of Elgin, Texas are deleted in their entirety and are hereby replaced with the following:

ARTICLE II. – PARADES

Sec34-1. - Definitions.

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

Applicant means a person who has filed a written application for a parade permit.

Chief of Police means the Chief of Police or his designated representative.

Free Speech Rights means expressive activity protected by the First Amendment to the Constitution of the United States, provided that such activity is the primary purpose of the parade.

Parade means any assembly, march, demonstration, procession or motorcade upon public streets within the city consisting of three or more persons, animals, or vehicles (or any combination thereof) with an intent of attracting public attention that interferes with or has a tendency to interfere with the normal flow or regulation of traffic upon public streets.

Parade permit means written approval from the chief of police or his designated representative for a parade.

Permittee means the person to whom a parade permit is granted pursuant to this article.

Public street means the entire width of the publicly owned right-of-way.

Sec. 34-2. - Permit required; exceptions.

- (a) *Required.* No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the city.
- (b) *Exceptions.* This section shall not apply to:
 - (1) Funeral processions.
 - (2) Students going to and from school classes or participating in educational activities, provided such conduct is under the immediate direction and supervision of the proper school authorities, and will not interfere with the normal movement of traffic.
 - (3) A government agency acting within the scope of its function.

Sec. 34-3. - Filing period.

- (a) Except as provided below, an application for a parade permit shall be filed with the chief of police not less than 30 days nor more than 90 days before the proposed parade date.
- (b) Late applications, where good cause is shown and subject to the standards promulgated in section 34-96, may be considered when filed after the deadline prescribed herein.
- (c) An application for a parade, the primary purpose of which is to express Free Speech Rights, may be submitted not less than 5 working days not including holidays ~~days~~ before the proposed parade date.

Sec. 34-4 - Application for permit.

- (a) A person seeking issuance of a parade permit shall file an application with the chief of police on forms provided by the city, which shall be accompanied with an application fee as currently established or as hereafter adopted by resolution of the city council from time to time. In appropriate circumstances, the City Council shall have the authority to lower or waive the fee.
- (b) The application for a parade permit shall set forth the following information:
 - (1) The name, address, and telephone number of the person seeking to conduct such parade;
 - (2) If the parade is to be held for or by an organization, the name, address, and telephone number of the headquarters of the organization, and the name and address of the authorized representative of such organization;
 - (3) If the parade is to be held by or for any person other than the applicant, the applicant shall file a written statement from that other person showing authority to make the application;
 - (4) If the parade's primary purpose is to express Free Speech Rights, a detail description of the purpose of the parade;
 - (5) The name, address, and telephone number of the person who will be the parade chairperson and who will be responsible for its conduct;
 - (6) The date when the parade is to be conducted;
 - (7) The time when such parade will start and terminate, including the time at which units of the parade will arrive in assembly area. Parades may be conducted only between the hours of 7:00 a.m. and 9:00 p.m. daily;
 - (8) The location by streets of the proposed parade route, the assembly area, the initial starting point and the disbanding area for the parade. If the assembly area, starting point and/or disbanding areas are located on private property, the applicant shall submit written permission for the holding of the activity from the owner or his authorized representative of the property;
 - (9) The proposed location for parking area. If the parking area is located on private property, the applicant shall submit written permission from the owner or his authorized representative for allowing parking on the property;
 - (10) A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be used;
 - (11) The time at which units of the parade will arrive at the assembly area;

- (12) The interval of space to be maintained between units in the parade;
 - (13) The approximate number of participants in the parade and, if applicable, the number and types of animals and vehicles or floats (including maximum height and length) which will constitute such parade;
 - (14) Any sanitation facilities which may be needed to keep the parade route and assembly areas clean and free from debris and waste;
 - (15) A description of any public facilities or equipment needed for the parade, including first aid stations or portable restrooms;
- Provide a copy of parade entry registration forms including requirements that no candy or other objects may be thrown from parade entries, all vehicles must be in working order and street worthy, all entries must follow traffic laws, and parade participants may walk the parade route and hand candy or other items directly to attendees.
- (16) Copies of permits and agreements with all city departments other than the police department shall be included with the application for the parade permit; and
 - (17) Any other information which the chief of police shall find necessary under the standards for issuance, hereinafter set forth in section 34-96.

Sec. 34-5. - Standards for issuance of permit.

A parade permit will be issued if, upon review of the application, the chief of police finds that:

- (1) The parade will not substantially interrupt the safe and orderly movement of other traffic near its route;
- (2) The parade will not require the diversion of so great a number of police officers of the city to properly police the parade and the adjacent areas, including parking areas, as to prevent normal police protection of the city;
- (3) The parade will not require the diversion of so great a number of fire protection or emergency medical services (EMS) personnel so as to prevent these services to portions of the city other than that to be occupied by the proposed parade route and adjacent areas;
- (4) The concentration of people, animals and vehicles at assembly points of the parade will not unduly interfere with fire and police protection of, or EMS services to, areas near such parade and assembly area;
- (5) The parade will not interfere with the efficient response movement of firefighting equipment and services en route to a fire;
- (6) The parade is scheduled to move from its point of origin to its point of termination without unreasonable delays en route;
- (7) The conduct of the parade is not reasonably likely to cause injury to persons or property;
- (8) Adequate sanitation and other required health facilities are or will be made available in or adjacent to any public assembly areas;
- (9) There are sufficient parking places near the site of the parade to accommodate the number of vehicles reasonably expected to be used in the parade or the applicant has made adequate arrangements for off-site parking and transfer of attendees and participants; and

- (10) The applicant has secured the police services, if any, required under this Chapter.

Sec. 34-6. - Contents of permit.

Each parade permit shall state the following information:

- (1) Starting and ending time, including assembly time and cleanup time;
- (2) Minimum and maximum speed;
- (3) A description of the parade route and any assembly or disbanding areas;
- (4) Maximum and minimum interval of space to be maintained between the units of the parade;
- (5) The portions of the streets to be traversed that may be occupied by the parade; and
- (6) Such other information as the chief of police shall find necessary to the enforcement of this article.

Sec. 34-7. - Applicant parking requirements.

- (a) Applicant shall submit evidence that sufficient parking will be available to accommodate the projected number of participants and attendees with a ten percent surplus. If said parking is to be on private property adjacent to the parade, written evidence that the applicant has a right of possession of said property through ownership, lease, license, or other property interest must be provided. When the location is not an established parking area, a plan shall be submitted which will show how the needed parking will be achieved and arranged. The number of parking spaces and layout of parking area, including aisle widths, size of parking spaces and whether parking attendants will be provided, shall be included in the submittal.
- (b) When adequate parking is not available at or immediately adjacent to the site of the parade route, off-site parking may be used. Plans shall be submitted which will show how off-site parking and transfer of attendees will be accomplished.

Sec. 34-8. - Duties of permittee.

A permittee shall comply with all parade permit directions and conditions and with all applicable laws and ordinances.

Sec. 34-9. - Denial or revocation of permit.

- (a) The chief of police may deny a parade permit if:
 - (1) The parade will conflict in time and location with another parade or other special event for which a permit has already been granted;
 - (2) The applicant fails to comply with or the parade will violate an ordinance of the city or any other applicable law;
 - (3) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a parade permit;
 - (4) The applicant has been convicted of violating this article or has had a parade permit revoked within the preceding 12 months;
 - (5) The applicant has previously failed to pay previous parade fees or police protection

charges;

- (6) The applicant fails to provide proof of a license or permit required by this article or another city ordinance or by state law;
 - (7) The parade, in the opinion of one or more city departmental directors, would severely hinder or compromise the delivery or performance of normal services, including previously scheduled construction or maintenance services, or emergency services or constitutes a public threat;
 - (8) The applicant is unable or unwilling to pay any additional costs as may be required by the chief of police;
 - (9) The applicant fails to submit a complete application or fails to provide any additional information requested by the chief of police; or
 - (10) The proposed date or time for the parade or the location of the parade or parking for such parade would substantially interfere or disrupt the educational activities of a school when such school is in session.
- (b) The chief of police shall have the authority to deny or revoke a parade permit issued hereunder for failure to meet the standards for issuance as set forth in section 34-96.

Sec. 34-10. - Notice of rejection; appeal to city council.

The chief of police shall act upon an application for a parade permit within seven days after the filing thereof. If the chief of police does not approve the application, he shall mail to the applicant a notice of this action stating the reasons for the denial of parade permit within three days after the date of the denial. Any person aggrieved shall have the right to appeal the denial of a parade permit to the city council. The council shall hear the appeal as soon as practicable and its decision shall be final.

Where the primary purpose of the parade is the expression of Free Speech Rights, the application shall be granted or denied by the chief of police within 48 hours of receipt of the application. After a decision, the chief of police shall immediately notify the applicant orally and the city attorney in writing of the decision. If the decision is for denial of the permit, the applicant may, within 24 hours after receipt of said decision, appeal to the city manager, presenting facts why the denial should be reversed. The city manager shall make every effort to hear the appeal as soon as possible, and shall render a written decision to the applicant no more than 24 hours after the time of the appeal hearing.

Sec. 34-102. - Alternative permit.

The chief of police, in denying an application for a parade permit, shall be empowered to authorize the parade on a date, time, or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five days after notice of the action of the chief of police, file a written notice of acceptance with the chief of police. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

Sec. 34-11. - Tents and temporary structures.

Any parade which includes the use of a stage, seating, tent, canopy, or other temporary structure shall meet the requirements of the city's fire code and building code except that a separate permit is not required when a parade permit has been obtained. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the fire chief.

Sec. 34-12. - Sanitary facilities.

Portable type sanitary facilities may be required if determined to be necessary by the chief of police, and an applicant shall be responsible for securing such facilities.

Sec. 34-13. - Animal waste.

Waste from animals used in any such parade shall be removed immediately, by parade organizer or his designee following the completion of such parade. Should animals be kept within the city limits at night, they shall be kept not less than 300 feet from any developed residential or commercial districts.

Sec. 34-14. - Water usage and disposal of wastewater.

- (a) Any parade or related activity desiring use of water from the city water system must coordinate with the utilities department to obtain a temporary meter. Deposit for the meter and payment for water used shall be in accordance with ordinances of the city.
- (b) An applicant shall submit a plan for the disposal of wastewater and the plan shall be approved by the utilities department.

Sec. 34-15. - Waste collection and solid waste dumpster.

An applicant shall be required to make arrangements for the collection of all waste resulting from such parade, and commercial solid waste dumpsters may be required if determined to be necessary by the chief of police. If required, an applicant shall make arrangements for the provision of such dumpsters with a commercial solid waste disposal company currently having a franchise agreement with the city.

Sec. 34-16. - Loudspeakers.

When loudspeakers will be used in conjunction with the parade, the location and orientation of speakers shall be indicated along with the planned hours of use. Speakers which are positioned so as not to adversely affect an adjacent residential district may be used between the hours of 7:00 a.m. and 9:00 p.m. when a parade permit has been obtained. The chief of police may modify the time limit for use of such speakers when good cause is demonstrated by the applicant. Any use of loudspeakers other than described shall first obtain the approval of the city council.

Sec. 34-17. - City authority over parking.

The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or highway or part thereof constituting a part of the parade route by posting signs to such effect. It shall be unlawful for any person to park or leave unattended any vehicle in violation of the parking restrictions.

Sec. 34-18. - Police services; costs.

- (a) The chief of police shall determine whether and to what extent police services are reasonably necessary for the parade for traffic control and public safety. The chief of police shall base this decision on the size, location, duration, time and date of the parade, the number of streets and intersections blocked, and the need to detour or preempt citizen travel and use of the streets and sidewalks. If additional police services for the parade are deemed necessary by the chief of police, he shall so inform the applicant for the parade permit. The applicant then shall have the duty to secure the police services deemed necessary by the chief of police. All police services shall be provided by the Elgin Police Department unless prior written approval is given by the Chief of Police for the use of outside agencies.
- (b) In the event the chief of police determines, upon a review of the application, that a parade may require the special attention and involvement of city personnel or facilities, the chief of police shall so notify the applicant. In such event, prior to the issuance of a parade permit, the applicant and the chief of police shall agree upon the cost of policing and cleaning and the closure of roads, and the applicant shall pay that amount to the city upon application. Prior to the issuance of a parade permit, the applicant shall agree in writing to pay any additional costs to the city within five days of the date upon which the city informs the applicant of the amount of such additional costs.

Sec. 34-19. - Offenses.

- (a) A person commits an offense under this article if he:
- (1) Stages, presents, or conducts any parade without first having obtained a permit as herein provided;
 - (2) Participates in a parade for which the person knows a permit has not been granted;
 - (3) Knowingly fails to comply with any condition of the parade permit;
 - (4) Rides, drives, or causes to be ridden or driven any animal or any animal-drawn vehicle upon any public street, unless specifically authorized by the parade permit;
 - (5) Hampers, obstructs, impedes, or interferes with the parade, except when reasonably required for the safe and orderly conduct of the parade, or for the safety and welfare of the general public; or
 - (6) Drives between the vehicles or persons comprising a parade.
- (b) A culpable mental state is not required for the commission of an offense under this article.

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 were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

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

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

**AMERICAN LEGION POST 295
VETERANS OF FOREIGN WARS POST 6115**

Elgin City Council
City of Elgin Texas
310 N. Main Street
Elgin, Texas 78621

Dear City Council:

The purpose of this letter is to address the proposed Elgin Parade Ordinance amending Section 34-4 item (a) of the City Code. The members of the American Legion and the V.F.W. organize the City's Veterans' Recognition Parade each November in honor of those who have fought for the freedoms we hold so dear. With adoption of the amended code, the cost in fees to the City would make the event cost prohibitive for our veteran organizations to host this annual recognition event.

If the amendment is adopted by the City, we at the American Legion and V.F.W. ask that all fees be waived for the annual Elgin Veterans' Recognition Parade sponsored by our organizations in perpetuity. These fees include support from City staff, police, as well as use of Veterans' Memorial Park and any other associated fees.

Both American Legion and V.F.W. are nonprofit organizations dedicated to helping veterans in the local community as well as numerous other community sponsorships and support. The annual Veterans' Recognition Parade is not a fund raiser nor does any entity profit from the recognition and celebration of our freedom through this activity. This annual parade purely displays the appreciation the citizens of Elgin have for our veterans and associated groups.

This year marks the 100th anniversary of both our veteran organizations. With this year's celebration, the parade will be extra special including greater participation from surrounding military, veteran, civic, city and business organizations in order to provide the only military parade for the citizens of Elgin.

We look forward to the City Council providing us with a waiver of all fees for this year's and all future Veterans' Recognition Parades held in November.

For God and Country,

John Quagliani
American Legion
Commander Post 295
Elgin, Texas 78621

Chuck Swain
Veterans of Foreign Wars
Commander Post 6115
Elgin, Texas 78621



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER APPROVAL OF TRAVIS COUNTY CENTRAL APPRAISAL DISTRICT REAL ESTATE ACQUISITION

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept

BACKGROUND: According to the Chief Appraiser of Travis County, the volume of protests by property owners has quadrupled since 2005 and the current facility is insufficient for the number of ARB panels that are needed in order to certify tax rolls. The District rented space at the Travis County Expo Center in 2018 and contracted to rent the Travis County Expo Center for 2019; unfortunately, in October 2018, the contract for rental was rejected by the Travis County Commissioners Court in favor of the Republic of Texas Biker Rally and the Texas Heat Wave Car Show. Because certification is time sensitive, the District urgently needs a long-term reliable solution to address the lack of workspace. They have selected the quickest and most economical solution and need a resolution so that they can move forward in time for this year's protest season.

The Tax Code requires that they get approval from the taxing units for any real estate purchases. They have money in reserves for this purchase and **don't need any money from the taxing units, just a resolution approving the purchase.** They need the resolution back by **June 1st**.

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: Resolution indicating approval by the City Council for the Travis County CAD to purchase a building to be used for additional office space for their operations

- { } 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_____

APPROVAL OF TRAVIS CENTRAL APPRAISAL DISTRICT REAL ESTATE ACQUISITION

WHEREAS, Travis Central Appraisal District has demonstrated a need for additional office workspace to meet the growing demand for appraisal services; and

WHEREAS, the Board of Directors of the Travis Central Appraisal District proposed and authorized purchase of real estate located at 850 E. Anderson Lane for future expansion of the District's facilities; and

WHEREAS, Texas Property Tax Code Section 6.051 requires acquisition or conveyance of real property by the appraisal district be approved by the governing bodies of three-fourths of the taxing units entitled to vote on the appointment of board members; and

WHEREAS, sufficient funds exist in the dedicated and budgeted reserves of the Travis Central Appraisal District to purchase and renovate the real estate and **the District will not request from the taxing units any additional funds for this real estate purchase**; and

WHEREAS, any proceeds from the sale or lease of the existing office of the Travis Central Appraisal District be allocated to the District's dedicated reserve funds for future payments towards the proposed building purchase; and

WHEREAS, purchase of the proposed real estate offers the most effective solution to provide the Travis Central Appraisal District with the additional office space needed to house additional staff and service the taxing entities and taxpayers of Travis County;

NOW, THEREFORE BE IT RESOLVED that The City Council of the City of Elgin approves the Travis Central Appraisal District's purchase of the real estate located at 850 E. Anderson Lane, Austin, TX in the amount of \$10,000,000 for use of expanding the existing office facilities.

Passed and approved by the City of Elgin on the 7th day of May, 2019.

By: _____
Chris Cannon, Mayor

ATTEST:

By: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Adjourn into Executive Session pursuant to Section §551.071 Consultations with Attorney; to deliberate with legal counsel regarding pending or contemplated litigation: Bonnie Crankshaw v. City of Elgin and Thomas Mattis, City Manager, in his individual capacity

DEPARTMENT: City Council

PROPOSED ACTION:

Consider information presented in Executive Session.

BACKGROUND:

Under Texas Open Meetings law, there are seven exceptions that generally authorize closed meetings, also known as “Executive Sessions.” The exceptions include discussions involving: (1) purchase or lease of real property; (2) security measures; (3) receipt of gifts; (4) consultation with attorney; (5) personnel matters; (6) economic development; and (7) certain homeland security matters. However, any and all final actions, decisions, or votes of the Elgin City Council related to such Executive Session items will be made in an open meeting

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consider information presented in Executive Session; and direction to staff, if any, as appropriate.

ATTACHMENTS:

None.

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

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