



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 14, 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 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.

VI. PRESENTATION

1. Presentation Of Certificates Of Election.

2. Swearing In Of The May 4, 2019 General Election Newly Elected And Unopposed Council Members.

VII. CITY MANAGERS REPORT

1. 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](#)
[MEMANNEXEDAREA3119.PDF](#)

2. General Activity Report And/Or Project Update

Documents:

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

VIII. CONSENT AGENDA

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

1. City Council Regular Meeting Minutes - April 16, 2019

Documents:

[EXSUMMARY SHEET MINUTES.PDF](#)
[CITY COUNCIL MINUTES 4-16-19.PDF](#)

2. 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.

Documents:

[EXECUTIVE SUMMARY JUNETEENTH FESTIVAL OPEN CONTAINER19.PDF](#)
[2019 JUNETEENTH REQUEST LETTER.PDF](#)

IX. NEW BUSINESS

1. A RESOLUTION AND ORDER CANVASSING THE RETURNS AND DECLARING RESULTS OF THE CITY OF ELGIN GENERAL ELECTION, May 4, 2019

Documents:

[EX SUMMARY CANVASS.PDF](#)
[RES2019-CANVASS GENERAL ELECTION RETURNS.PDF](#)
[OFFICIAL CANVASSING REPORT FOR COE.PDF](#)

2. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 22.065 ACRES OF LAND KNOWN AS THE CIRCLE BREWERY IN ELGIN, BASTROP COUNTY, TEXAS, AS THE CIRCLE BREWERY PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FINDINGS OF FACT; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

Documents:

[EXSUMMARY - CIRCLE PDD ZONING.PDF](#)
[ORDCIRCLEPDD519.PDF](#)
[CIRCLE PDD - DRAFT UPDATED 4-24-19.PDF](#)
[EXHIBIT A - LEGAL DESCRIPTION AND SURVEY.PDF](#)
[EXHIBIT B - PHASE 1 SITE PLAN.PDF](#)
[EXHIBIT C - PHASE 2 SITE PLAN.PDF](#)
[EXHIBIT D - TREE REMOVAL PLAN.PDF](#)
[EXHIBIT E - FIRE HYDRANT FLOW TEST.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF THE ELGIN AND CIRCLE BREWING COMPANY LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Documents:

[EXSUMMARY - CIRCLE 380.PDF](#)
[RES380CIRCLE519.PDF](#)

4. 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](#)
[TRINITY RANCHDA FINAL DRAFT519.PDF](#)
[TRINITY RANCH CONCEPT PLAN12419.PDF](#)

5. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS ALL OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING AND CAPITAL EXPENDITURES AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY AS ORGINALLY ADOPTED BY ORDINANCE NO. 2018-9-25- 38 ADOPTED SEPTEMBER 25, 2018; IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Documents:

[EXSUMM ORDINANCE AMENDING BUDGET.PDF](#)
[ORDINANCE AMENDING BUDGET WITH EXHIBIT A.PDF](#)

6. Consider Request To Waive Or Reduce Fees For Costs Associated With Veterans Appreciation Parade

Documents:

[EXECUTIVE SUMMARY VETERANS APPRECIATION PARADE FEES.PDF](#)
[VETERANS PARADE ROUTE MAP 2019.PDF](#)
[VETERANS APPRECIATION PARADE LETTER 3-19.PDF](#)
[VETERANS APPRECIATION PARADE FEE WAIVER REQUEST.PDF](#)

X. EXECUTIVE SESSION

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

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. 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 10, 2019, in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



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:

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: March 1, 2019

To: Mayor and City Council

Subject: City Services to Annexed Area



Last October, city staff initiated a review of current issues pertaining to the City's last involuntary annexation project. In 2015, approximately 212 acres located on the southeast side of town was annexed into the city limits. The area included the Texas Lost Pines Riding Club Arena, the Elgin Veterans of Foreign Wars Post 6115, and Bombshell Speed & Custom Shop, but the primary land use for the entire area was, and remains, single-family residential.

The annexation was done in compliance with state law; which ultimately compels the City to extend all city services to the area within five (5) years (consistent with the general level of services provided throughout the City). With one exception, the City has met the minimum requirement for the provision of such services, including law enforcement, trash/ recycling collection, street maintenance, planning, code enforcement, library, and other basic services (Water services are provided by the Aqua Water Supply Corporation.).

Wastewater/sanitary sewer services, however, have not yet been extended to the area; and, the City must now make a determination as to this final task - including if, how, and when wastewater services will be extended to this area as requested by the affected property owners.

As noted in the October staff report, this extension of wastewater services will represent a significant capital expense for the City. Said report also described a number of other challenges associated with this annexation; ultimately concluding that the City Council should pause to consider all current options and objectives before moving forward; including the possibility of dis-annexing some or all of the area:

"It should be noted that one (maybe the only) alternative . . . would be the possible dis-annexation of the area, returning it to Bastrop County's jurisdiction. Such an action would eliminate any concerns about capital costs or operational impacts. However, disannexation includes its own set of challenges and impacts – and would not be a simple task."

Throughout these most recent deliberations, the City Council and staff have discussed the overall situation in detail and have received new and/or updated information from various sources:

- This annexation required a commitment to extend services, however, no plans - nor funding – were developed at the time of the annexation to fulfill this obligation. Although a project was identified in the 2017 Five-Year Capital Plan, no funding for same was approved at that time (nor since).
- At the time of annexation, the primary objective of the City Council was largely to prevent further expansion north of the City of Bastrop's jurisdiction. Since then, however, state law has changed in such a way as to effectively eliminate this concern, as all cities are now essentially precluded from engaging in aggressive involuntary annexations.
- It was also thought that significant growth and development was imminent for that area at the time – a projection that has proven to be somewhat accurate – but only for a portion of the annexed area.
- Over the past few months, Council has received a variety of comments from citizens living in the area (who are presumed for the most part to be and/or represent property owners). A clear majority of those comments were in favor of some form of dis-annexation – although there are some residents/property owners who have also stated their desire to remain part of the City.

It is important to note in this regard, however, that even allowing for every comment heard or received, the Council has not yet heard from anywhere near the *majority* of the more than ninety (90) different owners of property that were included in this annexation.

- *Curbside Collection of Trash and Recycling* services have been provided to the area, but not uniformly to the entire annexed area and its residents. Some residents have stated that they have not received such services; and others have been allowed to decide for themselves whether or not they wanted these services; and yet others have apparently contracted with other service providers for trash collection – none of which complies with the applicable Ordinance and Franchise Agreement granted to the City’s designated service provider.

Moving forward, all residential properties that remain within the city limits will be (a) provided with the appropriate trash and recycling collection receptacles, (b) specifically designated as part of a regular weekly collection route, and (c) assessed a monthly fee for such services at the established rate. No other service providers will be permitted to provide trash collection services in the area.

- *Code Enforcement* remains an issue to be fully addressed within the annexed area - as it does throughout the City. All properties within this area were previously subject to county/rural standards; and the City has admittedly not been overly aggressive with code enforcement to this point in time.

However, the overall challenges associated with code enforcement within this area are no greater than in other parts of the City. The primary issues continue to be defining the desired level of enforcement and providing the resources required to achieve same. The efforts required to bring certain properties within the annexed area into full compliance with city codes will certainly require enhanced efforts and increased funding – but those same issues exist with various other properties and neighborhoods located throughout the City.

- *Land Development* within and adjacent to the annexed area continues to be an evolving situation. As noted previously, all development regulation of land within the annexed area had previously been maintained under county/rural standards, which are typically less stringent than cities. Essentially all development requirements (platting, subdividing, setbacks, parkland dedication, road construction, stormwater drainage, ROW donation, etc.) mandate higher minimum standards for projects within the City of Elgin than those located within unincorporated areas of Bastrop County. This situation has, and will continue to, pose certain challenges – and frustrations – for those property owners desirous of developing their property at the lower (and less expensive) standard.
- The *Trinity Ranch Municipal Utility District* (“MUD”) is a new major project that has recently come forward and represents a potentially impactful situation as it relates to the annexed area.

The City has executed a Letter of Intent with the developer of Trinity Ranch, a single-family residential MUD that is currently projected to include 1,600 residential units. Trinity Ranch will be located on 386 acres of land along Upper Elgin River Road. Although not currently adjacent, this project will be in close proximity to FM1704 within the annexed area. It seems quite likely that if a residential project the size and scope of Trinity Ranch were to be constructed at this location, significant servicing retail and/or supporting commercial business development would accompany it – and the logical location for that business development would be the FM1704 corridor.

In addition, Trinity Ranch will also be constructing a major expansion of the City’s wastewater collection system in support of its project. Given its proximity to the annexed area, city staff is hopeful that, through a partnership with Trinity Ranch, an alternative and more cost-effective extension of wastewater services to the annexed area can be accomplished.

- The initial staff report from last October stated that “total of all such property annexed . . . was 131 acres”, which is incorrect. The total number of land tracts annexed was 95; totaling just over 212 acres (and that number has now been revised to 197.5 acres, consistent with current tax records).

- Over the past three tax years (2016, 2017, & 2018), total City of Elgin property taxes assessed on those properties annexed as described herein was just under \$156,000.

Recommendation

Obviously, the overall challenge for the City at this time is to endeavor to achieve an appropriate balance of the various issues related to the current situation. It is the expressed, unanimous desire of the current City Council to be responsive to the citizens most directly affected by this situation. At the same time, however, Council also has an obligation to protect the overall interests of the City at large. It is with a focus on these two general issues that the following compromise plan of action is proposed:

I. Dis -Annexation

Based on the overall assessment of information discussed herein, the staff recommendation moving forward would essentially amount to “splitting the baby” as it relates to the overall territory annexed in 2015:

- *Retain all areas annexed in December, 2015* under Ordinance No. 2015-12-22-34 (as shown in the attached “Area 2”)
- *Dis-annex all areas annexed in August, 2015* under Ordinance No. 2015-08-04-22 (as shown in the attached “Area 3”), subject to the following.

With this approach, the railroad tracks/ROW would essentially become “the dividing line” and provide a natural boundary for the revised city limits. It would also provide the City with continued appropriate development control over the FM1704 corridor

In addition, including FM1704 as the only public roadway within the area to remain annexed would effectively eliminate any new road maintenance costs or responsibilities for the City – as this roadway is owned and maintained by the Texas Department of Transportation (TxDOT).

II. Settlement/Development Agreement

In exchange for agreeing to dis-annex all properties in “Area 3”, all benefitting property owners would be required to sign a settlement and/or development agreement similar to those previously executed but specifically stipulating that:

- The property would not be subdivided or otherwise developed.
- All development regulations and planning authority of the City would remain applicable (like all property located within the extraterritorial jurisdiction).
- Said property would only be used for single-family residential zoning uses and the owners would abide by single-family residential use requirements.
- No refund of property taxes or any other fees previously paid to the City would be sought.
- Any failure to abide by these conditions would constitute a petition for voluntary annexation.

Through this effort, the City would maintain its basic (and proper) control over any *significant* development that might occur in the future. Conversely, this compromise would provide property owners in this area with what many seem to desire: the ability to continue to live “as they are” without any control over current conditions – or taxation – by the City of Elgin.

An agreement of this type is essential to the City maintaining its development control over this area, as the existing extraterritorial jurisdiction (ETJ) can only be retained through a connection of property that is contiguous with the city limits.

III. Extension of Wastewater Services to “Area 2”

With the proposed dis-annexation of “Area 3 and the construction of the Trinity Ranch MUD, the extension of wastewater services to the remaining properties (“Area 2”) will be much more manageable and less expensive for the City.

Under this general scenario, the City Engineer's preliminary/conceptual cost estimate for design and construction of wastewater services to the properties currently identified as "Area 3" is \$2.2M.

Given the various development projects being discussed near or adjacent to the FM1704 corridor, however, various cost-sharing opportunities for this project may also be available to further reduce the City's investment in this project.

This proposed compromise would be in compliance with state law and the Elgin City Charter, as described by the City Attorney, insofar as certain procedural requirements are followed, to wit:

"Pursuant to Sec. 43.142 of the Texas Local Gov't code, Texas home rule cities are allowed to disannex an area in the city limits as may be provided by the Charter of said city. Elgin's charter states that the council may pass ordinances as may be "...expedient for the maintenance of good government, order and peace of the city."

The Charter further states that all such powers, whether expressed or implied, shall be exercised and enforced in the same manner prescribed by Charter; or when not prescribed herein, in such manner as shall be provided by ordinance or by the Council.

Pursuant to the charter and state law, the City shall hold two public hearings (after the provision of statutory notices) and thereafter act on an ordinance providing for the disannexation of the area in question."

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



Thomas L. Mattis
City Manager

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes –April 16, 2019

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the April 16, 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 April 16, 2019- Meeting Minutes.

ATTACHMENTS: April 16, 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, APRIL 16, 2019**

CALL TO ORDER

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

Mayor Cannon stated that Council Member Beyer had stated at the last meeting that he would not be in attendance for this meeting, and Council Member Thomas had advised he would not attend due to a family event.

ROLL CALL

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

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

Mayor Cannon stated that Council Members Beyer, Thomas and Arreaga were not present but that Council Member Arreaga would be late.

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

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Owen Rock, Economic Development Director
Amy Miller, Community Development Director
Joe Parten, Director of Public Works

INVOCATION

Council Member Penson gave the invocation.

PLEDGE OF ALLEGIANCE

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

Mayor Cannon stated that they would be moving to New Business right after the Public Comments.

PUBLIC COMMENT

Mayor Cannon opened Public Comment.

Harry Davis spoke and stated he was going to build a home in Elgin Rolling Meadows on a five-acre tract. He stated they were the first ones to build there and he was told that he had to put in 175 feet of sidewalk and that he had to have engineered plans. He stated he understood what the city was trying to do, but his home builder was being held up with no permit until he got the sidewalk issue resolved. He stated he was asking the City Council for help in getting the permit and that he would get the sidewalk plans as soon as he can.

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

NEW BUSINESS

1. Quarterly Financial Report - Second Fiscal Year Quarter 2018-19.

Finance Director Charles Cunningham presented the Second Fiscal Year Quarterly Report.

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

Council Member Penson moved to approve the Resolution as presented. Council Member Lopez seconds the motion. Motion carried 7-0.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS STATING THE CITY'S INTENT TO CONTINUE TO SUPPORT THE CAPITAL AREA COUNCIL OF GOVERNMENTS REGIONAL AIR QUALITY PROGRAM.

Council Member Penson moved to approve the Resolution as presented. Council Member Lopez seconds the motion. Motion carried 7-0.

Mayor Cannon asked that the record reflect that Council Member Arreaga arrived at 7:02 pm.

CITY COUNCIL MEETING MINUTES

April 16, 2019 – Page 3

City Annex Council Chambers

4. A RESOLUTION OF THE CITY COUNCIL FOR WATER CONSERVATION PLAN AND UTILITY PROFILE.

Council Member Brashar moved to approve the Resolution as presented. Council Member Penson seconds the motion. Motion carried 7-0.

5. AN ORDINANCE AMENDING CHAPTER 42, ARTICLE VII, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, REGARDING DROUGHT CONTINGENCY PLANNING; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Council Member Penson moved to approve the Ordinance as presented. Council Member Brashar seconds the motion. Motion carried 7-0.

6. A RESOLUTION BY THE CITY OF ELGIN, TEXAS, RESPONDING TO THE APPLICATION OF CENTERPOINT ENERGY ENTEX, SOUTH TEXAS DIVISION TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING THE EFFECTIVE DATE OF THIS RATE APPLICATION FOR FORTY-FIVE DAYS; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

Council Member Brashar moved to approve the Resolution as presented. Council Member Lopez seconds the motion. Motion carried 7-0.

Mayor Cannon stated that they would Convene into Executive Session and recessed the Regular Meeting at 7:26 pm.

EXECUTIVE SESSION

1. Adjourn into Executive Session Pursuant to Section §551.087 Deliberation Regarding Economic Development Negotiations: To Deliberate the Offer of a Financial or other Incentive to a Business Prospect.
2. 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 Reconvened into the Regular City Council Meeting at 7:54 pm. with no action taken during Executive Session.

Mayor Cannon returned to the General Discussion Items on the agenda.

CITY COUNCIL MEETING MINUTES

April 16, 2019 – Page 4

City Annex Council Chambers

GENERAL DISCUSSION

1. Review and General Discussion of the Provisions of City Code Article V – Junk Vehicles and City Policies, Procedures, and/or Issues related to the Enforcement of same.

City Manager Thomas Mattis stated that this was an item that had been discussed before and that bulk trash, junk vehicles, general grass mowing, and parades, all were things the city has dealt with in the past. He stated the focus by staff and Council has been to respond to citizens requests and be responsive to the feedback. He stated that small cities like Elgin had been able to provide services at that level on an individualized basis and not always applying the rules to the feedback or situation, which has created confusion and inconsistency about city policies. He stated that from the staff's prospective they would be discussing taking a more consistent disciplined approach that would apply to everyone in town and wanted to be sure that the Council was on board with taking that approach.

Mr. Mattis stated that the first category was junk vehicles and that in the past it had been complaint oriented and those were addressed one at a time as they occurred, and an example was where several junk vehicles were on the same block, but the city only went after one because there was only one complaint made about a particular one, which led to the type of inconsistency that was confusing to the public. He stated another issue was a junk vehicle being parked on private property or on the street, and that if it was on the street that was a Police enforcement issue, if it was on private property then that was a Code Enforcement issue. He stated that what staff was proposing was to do a comprehensive sweep of the entire city addressing these issues where the Police Department and Code Enforcement would be out there side by side addressing these issues one property at a time, one neighborhood at a time and that people would be notified in advance. Mr. Mattis stated that Assistant Chief Taylor would be heading this but was out of town this evening.

2. Review and General Discussion of the Provisions of City Code Article II – Weeds, Wild Growth, and Unsanitary Conditions and City Policies, Procedures, and/or Issues related to the Enforcement of same.

Mr. Mattis stated that there were a couple of issues with weeds, grass and mowing in town. He stated that again more consistency was needed on how private property is being mowed and a change regarding right of way maintenance. Mr. Mattis stated that they would discuss the basic rules for mowing and the code that talks about giving 7 days' notice, and that although the code gives the city the authority to issue citations, the city had not done that.

CITY COUNCIL MEETING MINUTES

April 16, 2019 – Page 5

City Annex Council Chambers

Mr. Mattis provided a list of chronic violators who have never mowed their own yard and only mowed when city staff had it done. He stated that was almost \$10,000 out of pocket for the city to maintain these properties. Mr. Mattis stated that with the mowing season coming up it was staff's goal to be more aggressive and consistent in its enforcement practices. Mr. Mattis spoke about the city mowing right of way and some of the larger areas were not the city responsibility but continued to mow to keep it nice. Mr. Mattis stated that they created two lists, the first are the ones that still serve the public purpose, and the second is a list of properties that staff had on their regular routine and had mowed them but that there was no reason to separate those from the requirement everyone else has in town, to mow the property all of the way to the pavement. Mr. Mattis provided slides to show every location that he stated should coincide with the list provided to Council. Mr. Mattis stated that he wanted to be sure that what staff is doing is consistent with what Council wants, and that if Council decided they were fine with the mowing of all of the areas that was the kind of direction staff was looking for. Mr. Mattis stated staff was ready to move forward and they would continue to mow all of the areas and wait for further direction from Council.

3. Review and General Discussion of Recommendations Regarding Management of Public Parking Spaces within the Downtown Area and Related Enforcement Actions.

Mr. Mattis stated that with a lot more activity downtown there had been complaints about parking and concerns about inappropriate parking downtown and PD had started a more aggressive enforcement effort by issuing tickets and surprised people with the amounts of the fines. He stated that this issue was complicated because the only person that can assess those fines is the Judge and was not a Council decision and that the ordinance could be modified but only the maximum amount could be set and the Judge would get to assess that. Mr. Mattis stated that he had asked Amy Miller to meet with the Main Street Board discuss this topic with them, they discussed it and she was here to give them feedback she got.

Amy Miller, Communications Director spoke and stated she had visited with business owners downtown and there was clear agreement that illegal parking needed to be ticketed, but there was a lot of concern about how high the tickets were and confusion as to why the tickets were being issued now. She stated the Main Street Board asked the Design Committee to do some research with a variety of communities to see what their fee schedules were with quite a bit of ranges. She stated that there were lower fines than the one hundred to two hundred dollars the City of Elgin was issuing starting in January. She stated the Design Committee recommended to the Main Street Board to consider a maximum of \$50 for typical violations for anything that is not a handicap parking space, such as parking in front of a fire hydrant, fire lane type parking, too close to a crosswalk, or parking with only one or no stripes. The Main Street Board discussed it and still felt the lower dollar amount would still serve the purpose of addressing that it is illegal parking and give people an incentive to park appropriately.

CITY COUNCIL MEETING MINUTES

April 16, 2019 – Page 6

City Annex Council Chambers

Mr. Mattis stated that the Judge Carter had met with the Police Chief and that Judge Carter was on board with the general feeling that the fines were too much, but it required people to go to the court and meet with the Prosecutor and they would reduce the fine, and the ones that did not come in and speak to the Judge may have paid the whole fine. Mr. Mattis stated that that is the message for everyone that if you get a ticket you must come forward to have the fine reduced. Mr. Mattis stated that he would convey to the Judge that the consensus was there is general support for trying to establish those tickets at \$50 other than handicapped and fire hydrant parking violations.

4. 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.

There was no action on this item but scheduled to be brought back for action at the next meeting.

ANNOUNCEMENTS

Amy Miller announced a new holiday event with the Chamber. Mayor Pro Tem Bega mentioned the second community cleanup on Saturday. Mayor Cannon stated that the Chamber Banquet was a great success and was very pleased. Mr. Mattis mentioned he had attended the McDonalds celebration and was a very nice event, and that the city and school district were given a check for \$2500.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 9:25 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: Consider the request to waive Open Container Ordinance for Juneteenth Festival June 7 from 6pm to 12:15am and on June 8th from 8am to 6pm.

BACKGROUND:

20th Annual Juneteenth Festival and parade will be June 7 and 8 in Veterans Memorial Park and on Depot Street. This free community event includes music, vendors, delicious food, kid's activities, parade and program. The Juneteenth Festival Committee organizes the event and provided the request to waive the open container ordinance for Juneteenth Festival on Friday June 7th from 6 p.m. to 12:15 a.m. for the street dance and on Saturday June 8 from 8:00 a.m. to 6:00 p.m. in Veterans Memorial Park and on Depot Street from Avenue C to Main Street for the festival.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve request to waive open container ordinance for Juneteenth Festival June 7 from 6pm to 12:15am and on June 8th from 8am to 6pm.

ATTACHMENTS:

Request letter attached

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

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

ELGIN JUNETEENTH ORGANIZATION

To: City Manager - City of Elgin
From: Bettye Lofton, President - Elgin Juneteenth Organization
Re: Juneteenth Celebration (June 6 - 8), 2019
Date: March 8, 2019
Cc: Chief Patrick South

The Elgin Juneteenth Organization has scheduled their 20th year celebration starting with a Pageant on Thursday night , June 6th, 7:00 pm at the Elgin Middle School. This year the Pageant will "showcase young ladies from Elgin and surrounding areas" with the Royal Court ranging from ages 8 to 18 years of age. The pageant has been out of existence for a while but this year we are bringing it back. The first year was a great success and this year is destined to be very enjoyable as well. The annual street dance will be held on Friday, June 7th from 8:00 pm to 12:00 midnight and the grand parade will be held on Saturday June 8th in downtown Elgin beginning at 10:00 am with line-up starting from Booker T. Washington Elementary school on M.L.K. Blvd. The Organization is requesting street closures and assistance in accordance with the parade route.

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

The Veterans Memorial Park has been secured for all day activities following the Grand Parade. No alcoholic beverages will be sold, but the Organization requests that the open container permit be waived during the event from 6:00 pm until 12 mid-night on Friday, June 7th and from 8:00 am until 6:00 pm on Saturday June 8th. No glass containers will be allowed in the area due to the danger of such usage.

The Juneteenth Organization is also requesting that all fees be reduced or waived for this event because we are a very small Cultural Organization trying to keep our Heritage alive in Elgin. We are financially strapped and depend solely on donations. These funds help us to give three (3) \$500.00 scholarships to seniors who are earmarked to further their education. Please consider our request.

A complete schedule of activities will be available at the council meeting. Please place this on the City Council agenda for April 2nd.

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

A RESOLUTION CANVASSING THE RETURNS AND DECLARING RESULTS OF THE CITY OF ELGIN GENERAL ELECTION

DEPARTMENT: Administration

PROPOSED ACTION:

Approval of a Resolution canvassing the returns and declaring results for the City of Elgin May 4, 2019 General Election.

BACKGROUND:

The canvass is the official tabulation of the election results. [EC§67.002]

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution of the Official Canvas results for the May 4, 2019 General Election.

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.

RESOLUTION NO. 2019-5-14-

**A RESOLUTION AND ORDER CANVASSING THE RETURNS AND DECLARING
RESULTS OF THE CITY OF ELGIN GENERAL ELECTION, May 4, 2019**

WHEREAS, a general election was held on the 4th day of May 2019 for the purpose of electing an official; and

WHEREAS, the returns of that election have been considered; and

WHEREAS, it appears from said return, duly and legally made that there were cast at said election 123 valid and legal votes: and

WHEREAS, the candidate(s) running for position to fill a vacancy in **Ward 3** in said election received the following votes:

Brad Jones **Votes 107**

James Mark Jones **Votes 16**

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

That said election was duly called; that notice of said Election was given in accordance with the law, and that said election was held in accordance with the law; and that **Brad Jones** was duly elected as Council Member Ward 3 to fill a vacancy until May 2021, and is hereby declared duly elected to said respective office, subject to the taking of the oath by law of the State of Texas.

READ, RESOLVED and APPROVED this the 14th day of May 2019.

ATTEST:

CHRIS CANNON, MAYOR

Amelia Sanchez, City Secretary

Summary Results Report
2019 May EISD/COE
May 4, 2019

OFFICIAL RESULTS

Elgin

WARD 3

STATISTICS

	TOTAL	Early Voting	Election Day	Provisional
Registered Voters - Total	1,033			
Ballots Cast - Total	123	92	31	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	11.91%			

City Council Ward 3
Vote For 1

	TOTAL	Early Voting	Election Day	Provisional
Brad Jones	107	81	26	0
James Mark Jones	16	11	5	0



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 22.065 ACRES OF LAND KNOWN AS THE CIRCLE BREWERY IN ELGIN, BASTROP COUNTY, TEXAS, AS THE CIRCLE BREWERY PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FINDINGS OF FACT; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

DEPARTMENT: City Manager/Economic Development

PROPOSED ACTION: Consideration of an Ordinance approving Planned Development District zoning in support of the Circle Brewing Company to facilitate the construction and development of a unique craft brewery in the northern portion of the city.

BACKGROUND:

The Circle Brewing Company is an Austin based brewery that was founded in 2010 and has evolved into a very successful and growing enterprise. In an effort to respond to said growth and the desire to expand its capabilities and scope of operations, Circle has now acquired land and developed a conceptual plan for a unique development within the city that will provide jobs, expand our commercial base, and provide services and entertainment opportunities desired by our residents.

City staff has been working with Circle owners and representatives on an overall development plan for this project; and is now recommending approval Planned Development District zoning.

The Planning and Zoning Commission has reviewed this proposal and recommends approval of the zoning as requested by the owner and recommended by staff.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Planned Development District zoning in support of the Circle Brewing Company Project as presented; and direction to staff by Council, if any, as deemed appropriate.

ATTACHMENTS: Ordinance and PDD Development Plan

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

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

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

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

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO ORIGINALLY ZONE 22.065 ACRES OF LAND KNOWN AS THE CIRCLE BREWERY IN ELGIN, BASTROP COUNTY, TEXAS, AS THE CIRCLE BREWERY PLANNED DEVELOPMENT DISTRICT (PDD); AND PROVIDING FINDINGS OF FACT; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

WHEREAS, city staff has reviewed and negotiated a Conceptual Plan for 22.065 acres of land located within the city limits and known as the Circle Brewery Project in Elgin, Bastrop County, Texas, being more fully described in Exhibit “A” of the PDD (the “Property”); and,

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the original zoning of the Property on the 29th day of April, 2019, following lawful publication of the notice of said public hearing; and,

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit “A” be originally zoned as the Circle Brewery Planned Development District; and,

WHEREAS, on the 7th day of May, 2019, after proper notification, the City Council held a public hearing on the proposed original zoning; and,

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

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, Section 46, Revised Code of Ordinances, City of Elgin, Texas, 2013, concerning public notices, hearings, and other procedural matters has been fully complied with.

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

I.

Section 1 - Findings.

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

Section 2 - Purpose.

To promote the health, safety, morals, and protects and preserve the general welfare of the community.

II.

That the City Council has hereby determined that the Planned Development District (PDD) meets the following goals and objectives:

- (1.) The development in the PDD is equal to or superior to development that would occur under the standard ordinance requirements.
- (2.) The PDD does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities, or any other matters affecting the public health, safety, and welfare.
- (3.) The PDD is adequately provisioned by essentially public facilities and services.
- (4.) The PDD will be developed and maintained so as to not dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

III.

That the Official Zoning Map adopted in Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013, is hereby amended so that the zoning classification of the Property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as the Circle Brewery Planned Development District and that the Mayor is hereby authorized to enter into the Development Plan for the PDD attached hereto as Exhibit "B", which shall govern the development and use of the Property.

IV.

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

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

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

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

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

AGREEMENT AND DEVELOPMENT PLAN

CIRCLE BREWING COMPANY

PLANNED DEVELOPMENT DISTRICT (PDD)

THE STATE OF TEXAS §
COUNTY OF BASTROP §

THIS AGREEMENT AND DEVELOPMENT PLAN (this “Agreement”) is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and CIRCLE BREWING COMPANY LLC , its successors and assigns, (hereafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 22 acres, as more particularly described in **Exhibit "A-E"**, (herein after referred to as the “Property”) attached hereto and made a part hereof.

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on _____, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

I.

GENERAL PROVISIONS

1.CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

3.ZONING VIOLATION

The Owner, his successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Bastrop County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

4.MISCELLANEOUS PROVISIONS

4.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

4.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

4.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

4.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

4.6 Venue.

All obligations of the parties created hereunder are performable in Bastrop County, Texas and venue for any action arising hereunder shall be in Bastrop County.

4.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

4.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

4.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER

CITY OF ELGIN, TEXAS

Circle Brewing Co. LLC
Benjamin Sabel
2340 W Braker Ln., Suite B
Austin, TX 78758

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

4.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

4.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

4.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

4.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within _____ (__) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to Residential R-1 (the zoning ordinances in effect at the time of approval of this PDD).

II

DEVELOPMENT PLAN (“Plan”)

1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. **PROPERTY**

This Development Plan (hereinafter referred to as “Plan”) covers approximately 22 acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto.

3. **PURPOSE**

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. **APPLICABILITY OF CITY ORDINANCES**

4.1 **Zoning and Subdivision Ordinances**

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code.

4.1.1 Zoning Basis - The Development will base general zoning requirements on I-General Industrial District as basis for zoning compliance, but not limited to permitted use.

4.1.2 Setbacks and Area Regulations - The Development will extend setbacks from 25’ to 50’ in lieu of screening requirements.

4.1.3 Height Regulations – The Development will reduce 90’ height maximum to a 50’ maximum in lieu of screening requirements.

4.1.4 Commercial and Industrial Uses in or adjacent to residential districts – Due to

extended 50' setbacks, wall requirement shall not apply to the Development.

4.1.5 Off-Street Automobile and Vehicle Parking and Loading – The Development to extend setbacks to 50' in lieu of screening requirements. “Naturalized” parking to minimize impact on neighboring properties and existing landscaping. Crushed granite or other pervious parking lot cover to be allowed. Driveways to remain paved. Per **Exhibit “B-C”**, both phase one and phase two parking calculations per IBC and City code equate to 115 required spots (calculations based on sqft of all proposed buildings: Taproom = 1 parking space / 60 sqft, Brewhouse = 1 parking space / 400 sqft, Future Storage = 1 parking space / 400 sqft). Parking coverage size provides for 2 times the area required to park 115 cars, allowing for no additional adjustment needed to parking requirements for future expansion, specifically “future outdoor event space”.

4.1.6 Vegetation – No minimum required street yard landscaping due to naturalized area and 50' setbacks. Naturalized parking and 50' setbacks to satisfy landscaping requirements in lieu of all buffering, screening, and/or perimeter landscaping. Agricultural clearing approved solely in areas designated as “farmland” and “livestock” in **Exhibit “C”**. The Development to abide by City code that stipulates tree mitigation for all trees 18” diameter and above, but shall not apply for trees below 18”. **Exhibit “D”** outlines proposed minimal tree removal, in effort to preserve “naturalized” landscaping and abide by spirit of Vegetation code compliance.

4.2 Other Ordinances

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. PERMITTED USES

The Property shall be used and developed as shown in **Exhibits “B-C”** attached hereto and incorporated herein. **Exhibit “B-C”** depicts the Development Plan for the property. All uses specified in **Exhibit “B-C”** shall be permitted including:

5.1 Commercial: All uses that would be permitted in the Downtown Overlay shall be permitted. Commercial uses will include but are not limited to a brewery and taproom, events space, future outdoor event space, and live music venue.

5.2 Agricultural: All uses provided for in R-1 shall be permitted, particularly the growing of food, raising of livestock, and associated activities.

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened where feasible.

9. SIGNS

- 9.1 Signage will abide by City of Elgin requirements, with the sole exception of Freestanding sign at the corner of Lexington Rd. & Louise St, which will allow for sign to be illuminated.

10. WATER AND WASTEWATER

- 10.1 Potable water and wastewater will be provided by City of Elgin to the Property Line. The Development reserves the right to add a well, for solely agricultural use and per city and state codes and standards.
- 10.2 Water and wastewater Impact Fees to be waived.
- 10.3 Fire Protection: Per water flow test on 4/4/2019, system is capable of producing over the required 1500 GPM at 20 PSI to the site. Flow test is attached in **Exhibit “E”**, which is to be acknowledged by the City as accurate and proof of compliance per IBC or equal.
- 10.4 Water usage and wastewater out are not equal, due to variance caused by brewing process. Wastewater output estimated at 55% of water usage, and as such, usage, fees and billing should be based upon this discrepancy.

11. WATER QUALITY, DETENTION, AND IMPERVIOUS COVER

- 11.1 The Development will not provide water quality controls.

12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS

- 12.1 This project will not provide mutual access agreements on parking lots, driveways and adjoining properties as encouraged on Section 36-514.8 of the Code of Ordinances. This project will not provide connectivity to adjacent properties.

13. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS

- 13.1 Trail: A proposed trail network may be built within the Right of Way and within Setbacks, to be approved by the City. Trail will be in lieu of sidewalk, to be crushed granite or similar material. Trail to be maintained by the Development.

- 13.2 Transportation: Traffic Impact Analysis completed by former proposed development, Elgin Agrarian. The Development is estimated at 60-75% of the traffic produced by the previous project. In lieu of a new traffic study, the Development to adhere to prior development TIA recommendation to place signage improvements on an honorary basis. Specifically, signage to change stop at 9th St. & Louise St as well as place stop condition at curve in Lexington Rd. curve, adjacent to East edge of property line.

14. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

14.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially and adversely change this Plan, may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

14.2 Major Changes

All changes not permitted under section 14.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the “Rezoning Owner”) to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

Manager:

CIRCLE BREWING COMPANY LLC

By: _____
Benjamin Sabel, President

CITY OF ELGIN

By: _____
CHRIS CANNON, Mayor

ATTEST:

By: _____
AMELIA SANCHEZ, CITY SECRETARY

STATE OF TEXAS

_____ COUNTY

Sworn and subscribed before me this the ____ day of _____, 20____ by Benjamin Sabel, President, Circle Brewing Co. LLC.

SEAL

Signature of Notary

STATE OF TEXAS

_____ COUNTY

Sworn and subscribed before me this the ____ day of _____, 20____ by Chris Cannon,
Mayor, City of Elgin, Texas.

SEAL

Signature of Notary

STATE OF TEXAS

_____ COUNTY

Sworn and subscribed before me this the ____ day of _____, 20____ by
_____ City Secretary, City of Elgin, Texas.

SEAL

Signature of Notary

EXHIBIT "A"

22.061 ACRES
ELGIN AGRARIAN COMMUNITY
ZONING TRACT

FN. NO. 16-417(MJJ)
NOVEMBER 10, 2016
JOB NO. 222010450

DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN THE CITY OF ELGIN, BASTROP COUNTY, TEXAS, BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS; SAID 22.061 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch iron rod with cap found at the intersection of the northerly right-of-way line of Louise Street (60' R.O.W.) with the westerly right-of-way line of Lexington Road (R.O.W. varies), being the southeasterly corner of said Lot 2, for the southeasterly corner hereof;

THENCE, N62°35'41"W, leaving the westerly right-of-way line of Lexington Road, along the northerly right-of-way line of Louise Street, being a portion of the southerly line of said Lot 2 and hereof, a distance of 284.11 feet to a 1/2 inch iron rod with cap found at the southeasterly corner of Lot 1 of said Mary Christian Burleson Homestead Subdivision, being an angle point in the southerly line of said Lot 2;

THENCE, leaving the northerly right-of-way line of Louise Street, along the easterly, northerly and westerly lines of said Lot 1, being a portion of the southerly line of said Lot 2, for a portion of the southerly line hereof, the following three (3) courses and distances:

- 1) N27°24'57"E, a distance 260.66 feet to a 1/2 inch iron rod with cap found at the northeasterly corner of said Lot 1;
- 2) N62°35'40"W, a distance of 167.32 feet to a 1/2 inch iron rod with cap found at the northwesterly corner of said Lot 1;
- 3) S27°19'48"W, a distance of 260.66 feet to a 1/2 inch iron rod with cap found in the northerly right-of-way line of Louise Street, being the southwesterly corner of said Lot 1 and an angle point in the southerly line of the southerly line of said Lot 2, for an angle point hereof;

THENCE, N62°35'41"W, along the northerly right-of-way line of Louise Street, being a portion of the southerly line of said Lot 2 and hereof, a distance of 362.46 feet to a 1/2 inch iron rod found at the southeasterly corner of that certain 1.895 acre tract of land conveyed to Franco Ramos Posaadas and Emma Ramos by deed of record in Volume 2238, Page 241 of the Deed Records of Bastrop County, Texas, being the southwesterly corner of said Lot 2, for the southwesterly corner hereof;

THENCE, N25°41'59"E, leaving the northerly right-of-way line of Louise Street, along the easterly line of said 1.895 acre tract and the easterly line of that certain 6.117 acre tract of land conveyed to James Charles Haisler and wife, Dolores Caballero Haisler by deed of record in Volume 927, Page 548 of said Deed Records, being the westerly line of said Lot 2 and hereof, a distance of 1190.35 feet to an iron pipe found in the southerly line of that certain 2.00 acre tract of land conveyed to James Charles Haisler by deed of record in Volume 499, Page 500 of said Deed Records, being the northeasterly corner of said 6.117 acre tract of land and the northwesterly corner of said Lot 2, for the northwesterly corner hereof;

THENCE, S63°09'32"E, along a portion of the southerly line of said 2.00 acre tract, being a portion of the northerly line of said Lot 2, for a portion of the northerly line hereof, a distance of 55.79 feet to a 1/2 inch iron rod with cap found at the southwesterly corner of that certain 5.326 acre tract of land conveyed to David G. Parsons and Donna M. Parsons by deed of record in Volume 873, Page 145 of said Deed Records, being the southeasterly corner of said 2.00 acre tract, for an angle point hereof;

THENCE, along the southerly line of said 5.326 acre tract of land, being a portion of the northerly and easterly lines of said Lot 2, for a portion of the northerly and easterly lines hereof, the following two (2) courses and distances:

- 1) S62°11'08"E, a distance of 823.82 feet to a 1/2 inch iron rod found at the northeasterly corner of said Lot 2, for the northeasterly corner hereof;
- 2) S27°07'51"W, a distance of 470.03 feet to a 1/2 inch iron rod found in the northerly right-of-way line of Lexington Road, being the southernmost southwesterly corner of said 5.326 acre tract and an angle point in the easterly line of said Lot 2;

THENCE, along a portion of the northerly and westerly right-of-way line of Lexington Road, being a portion of the westerly line of said Lot 2, for a portion of the westerly line hereof, the following two (2) courses and distances:

- 1) N63°49'30"W, a distance of 26.28 feet to a 1/2 inch iron rod with cap found;

FN 16-417(MJJ)
NOVEMBER 10, 2016
PAGE 3 OF 3

- 2) S27°56'14"W, a distance of 713.93 feet to the **POINT OF BEGINNING**, containing an area of 22.061 acres (960,961 sq. ft.) of land, more or less, within these metes and bounds.

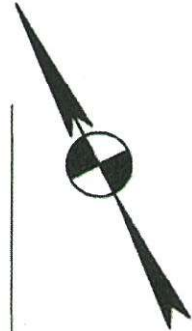
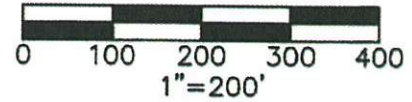
STANTEC CONSULTING
SERVICES INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701

Mark J. Jezisek
MARK J. JEZISEK
R.P.L.S. NO. 5627
STATE OF TEXAS
TBPLS # F-10194230
mark.jezisek@stantec.com



LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ⊙ IRON PIPE FOUND
- P.O.B. POINT OF BEGINNING



2.00 ACRES
JAMES CHARLES
HAISLER
VOL. 499, PG. 500

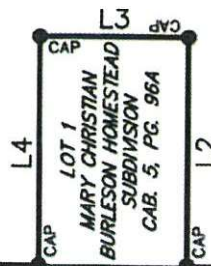
5.326 ACRES
DAVID G. PARSONS AND
DONNA M. PARSONS
VOLUME 873, PAGE 145
S62°11'08"E 823.82'

6.117 ACRES
JAMES CHARLES HAISLER AND
WIFE, DOLORES CABALLERO HAISLER
VOLUME 927, PAGE 548

1.895 ACRES
FRANCO RAMOS POSADAS
AND EMMA RAMOS
VOLUME 2238, PAGE 241

22.061 ACRES
(960,961 SQ. FT.)

LOT 2
MARY CHRISTIAN BURLESON
HOMESTEAD SUBDIVISION
CABINET 5, PAGE 96A



S27°07'51"W 470.03'
S27°56'14"W 713.93' (R.O.W. VARIES)
LEXINGTON ROAD

RED TOWN
ADDITION
CAB. 2
PG. 203B

LOUISE STREET (60' R.O.W.)

P.O.B.



Stantec

221 West Sixth Street, Suite 609
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SKETCH TO ACCOMPANY DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN BASTROP COUNTY, TEXAS,
BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION,
A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96A OF THE PLAT
RECORDS OF BASTROP COUNTY, TEXAS.

**ELGIN AGRARIAN
COMMUNITY**

SHEET 1 OF 2

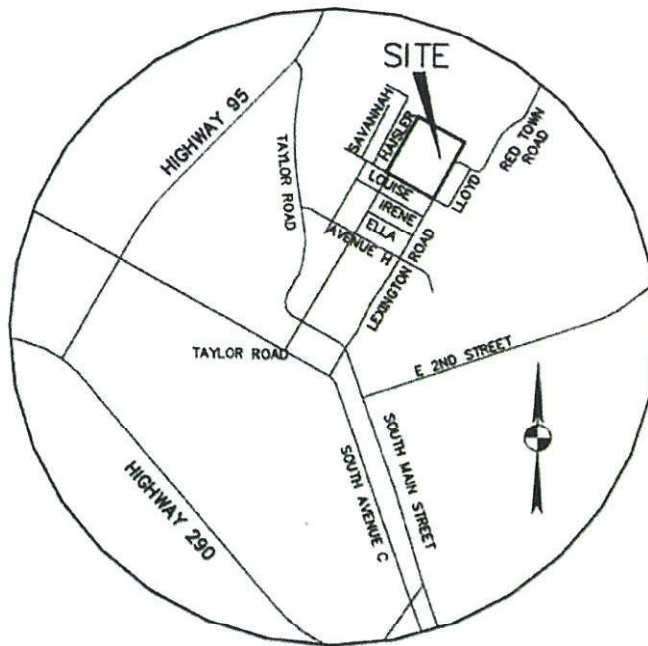
DATE: 11-10-2016

DRAWN BY: M.J.J.

FN: 16-417(MJJ)

FILE: V:\2220\SURVEY\222010450EX1.DWG

PROJECT No. 222010450



VICINITY MAP
N.T.S.

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N62°35'41"W	284.11'
L2	N27°24'57"E	260.66'
L3	N62°35'40"W	167.32'
L4	S27°19'48"W	260.66'
L5	N62°35'41"W	362.46'
L6	S63°09'32"E	55.79'
L7	N63°49'30"W	26.28'



BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.



Stantec

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SKETCH TO ACCOMPANY DESCRIPTION

OF 22.061 ACRES OF LAND SITUATED IN BASTROP COUNTY, TEXAS, BEING LOT 2 MARY CHRISTIAN BURLESON HOMESTEAD SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET 5, PAGE 96a OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS.

**ELGIN AGRARIAN
COMMUNITY**

SHEET 2 OF 2

DATE: 11-10-2016

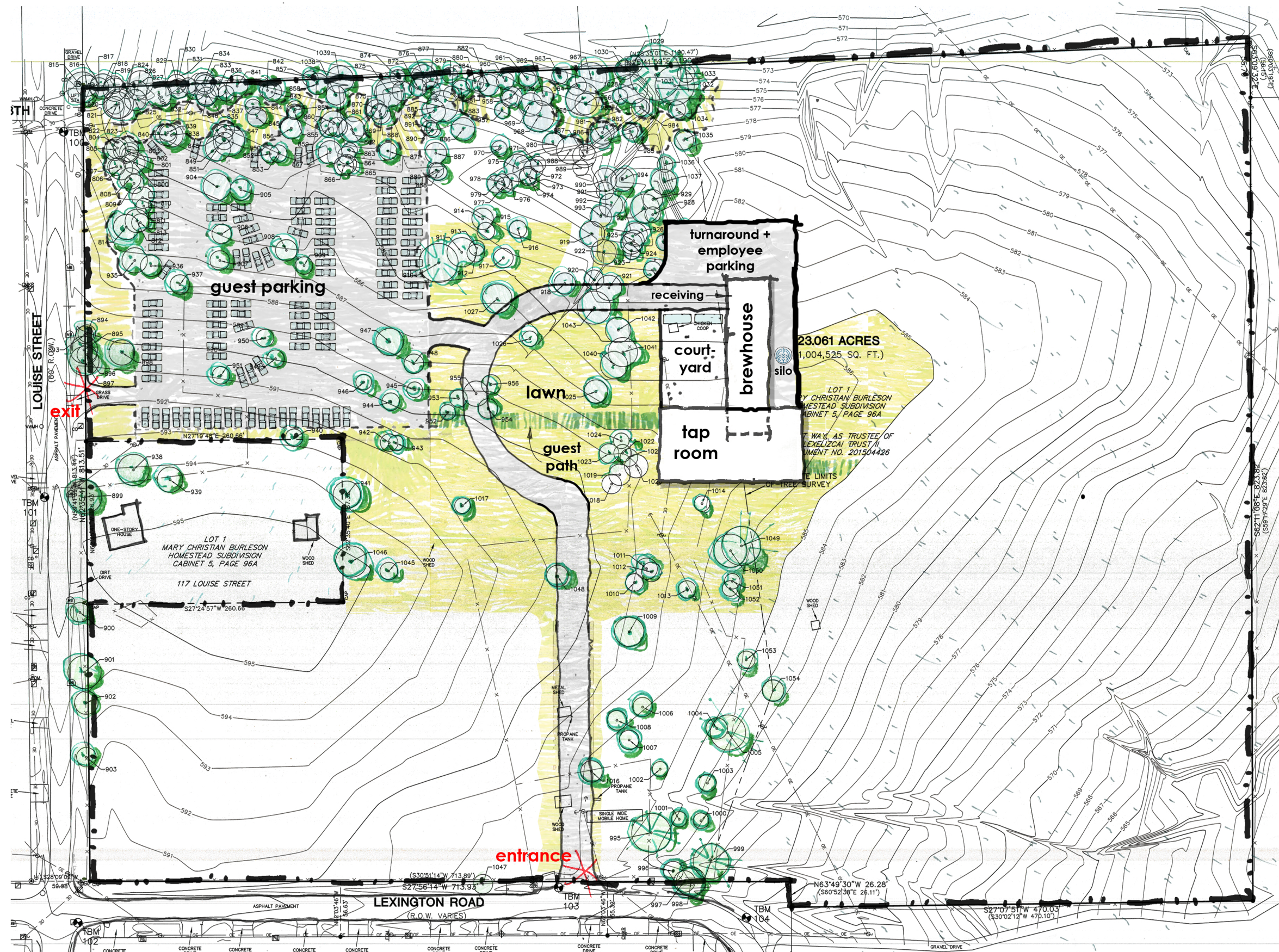
DRAWN BY: M.J.J.

FN: 16-417(MJJ)

FILE: V:\2220\SURVEY\222010450EX1.DWG

PROJECT No. 222010450

EXHIBIT B:
proposed phase I site plan



DICK CLARK + ASSOCIATES
ARCHITECTURE • INTERIORS
512.472.4980 • WWW.DCARCH.COM
207 WEST 4TH STREET • AUSTIN, TX 78701

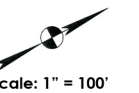
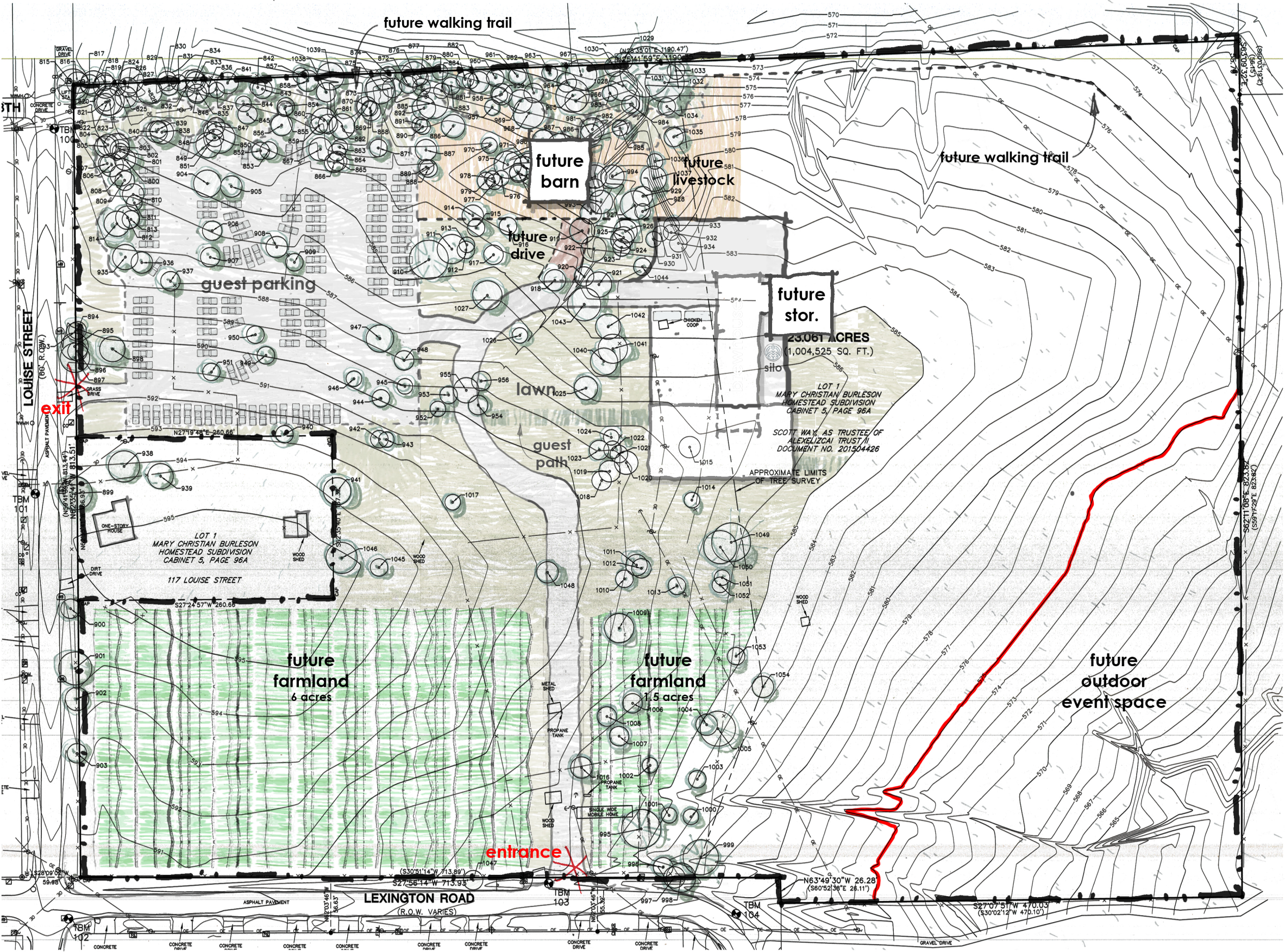


EXHIBIT C:
proposed phase II site plan



DICK CLARK + ASSOCIATES
ARCHITECTURE • INTERIORS
512.472.4980 • WWW.DCARCH.COM
207 WEST 4TH STREET • AUSTIN, TX 78701

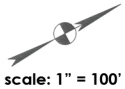
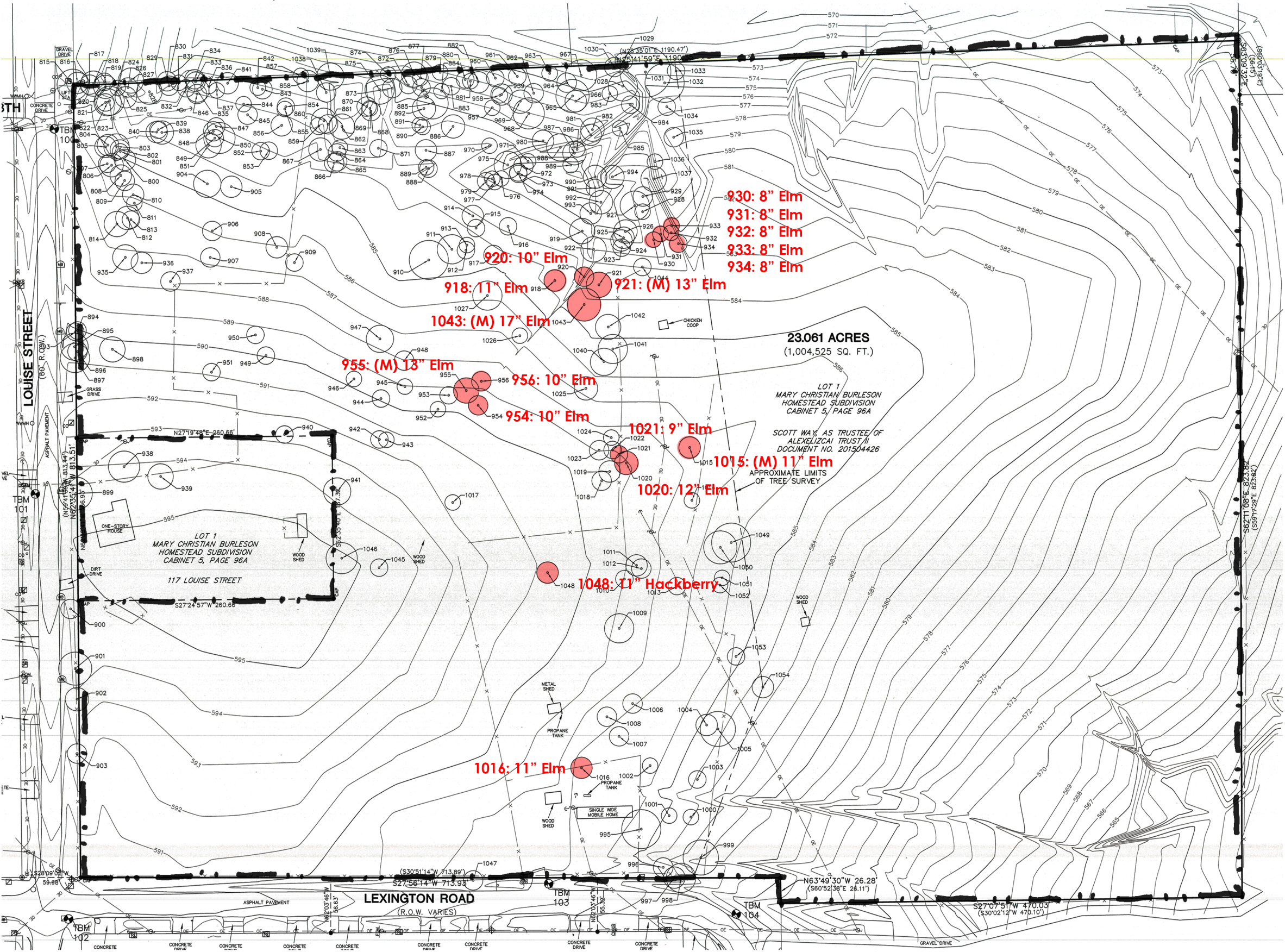
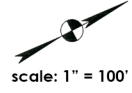


EXHIBIT D:
proposed tree removal plan



DICK CLARK + ASSOCIATES
ARCHITECTURE • INTERIORS
512.472.4980 • WWW.DCARCH.COM
207 WEST 4TH STREET • AUSTIN, TX 78701



Hydrant Flow Test Report

Test Date 4/4/2019

Test Time 9:30 a.m.

Location

117 Louise St
Elgin, TX

Tested by

Capital Hydrant LLC
Rob Stephenson

Notes

Test: 813 Lexington St - 1981 AD B62B
30.359467/ -97.366780
Flow: Louise/ Lexington - 2008 EJIW
30.358525/ -97.367591

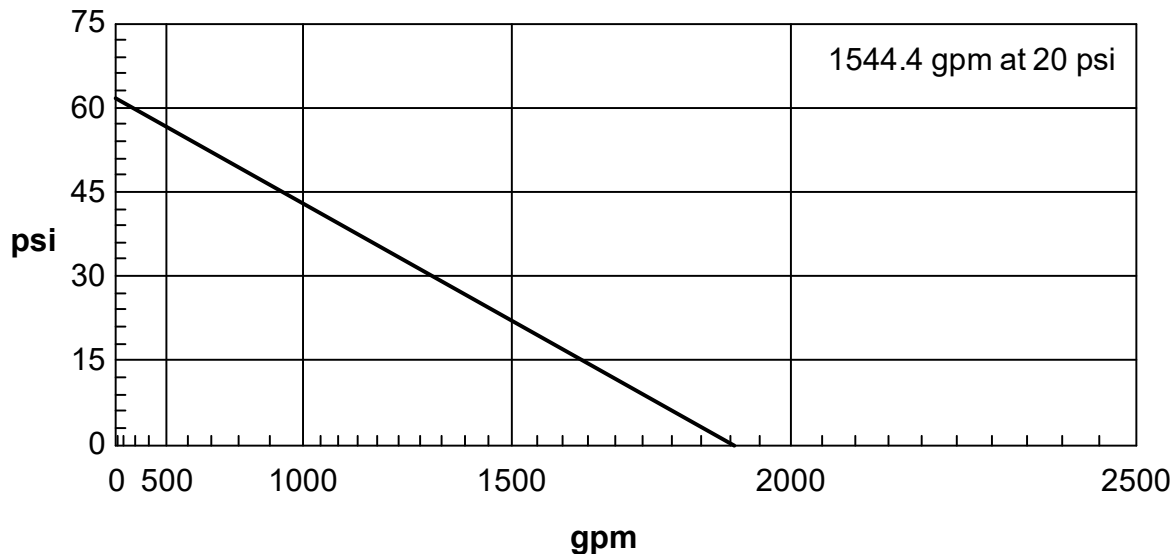
Read Hydrant

62 psi **static pressure**
52 psi **residual pressure**
hydrant elevation

Flow Hydrant(s)

Outlet	Elev	Size	C	Pitot Pressure	Flow
#1		2.5	.899	18	711 gpm

Flow Graph





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF THE ELGIN AND CIRCLE BREWING COMPANY LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

DEPARTMENT: City Manager/Economic Development

PROPOSED ACTION: Consideration of an Economic Development Agreement with the Circle Brewing Company to facilitate the construction and development of a unique craft brewery in the northern portion of the city.

BACKGROUND:

The Circle Brewing Company is an Austin based brewery that was founded in 2010 and has evolved into a very successful and growing enterprise. In an effort to respond to said growth and the desire to expand its capabilities and scope of operations, Circle has now acquired land and developed a conceptual plan for a unique development within the city that will provide jobs, expand our commercial base, and provide services and entertainment opportunities desired by our residents.

City staff has been working with Circle owners and representatives on an overall development plan for this project; and is now recommending approval of the proposed partnership with Circle – which includes certain economic incentives provided through this Economic Development Agreement.

The City Economic Development Corporation Board of Directors has reviewed and recommended approval of the Development Agreement negotiated by staff and as presented.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Economic Development Agreement with the Circle Brewing Company as presented; and direction to staff by Council, if any, as deemed appropriate.

ATTACHMENTS:

Resolution
Economic Development Agreement

{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 CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF THE ELGIN AND CIRCLE BREWING COMPANY LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

WHEREAS, the Company has purchased land in the City and will bring jobs that will be beneficial to the City

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

WHEREAS, the amount of the agreement shall not exceed \$200,000.

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

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

Section 2. Approval. The City Council does hereby approve the Chapter 380 Agreement between the City of Elgin and Circle Brewing Company LLC; a copy of which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Authorization. The Mayor is hereby authorized to execute the Chapter 380 Agreement between the City of Elgin and Circle Brewing Company LLC.

Section 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

PASSED AND ADOPTED this 14th 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 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 residential community with park and recreational 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

{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 14th 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 and under the following terms and conditions: .

(a) **WWTP Expansion.** Developer and the City agree that the expansion of the WWTP to 2.0 MGD will be required to serve the Development and other properties (the “WWTP Expansion”). Developer on behalf of the District and the City shall each pay a pro-rata share of all costs associated with the construction of the WWTP Expansion as set forth herein below. The City shall bear the responsibility of the actual design, permitting, and construction of the WWTP Expansion.

(b) **Developer’s Capacity Payment.** Based on the Concept Plan and as set forth in that certain Wastewater Recommendation Memorandum regarding “City of Elgin Wastewater Treatment Plant No. 1”, dated _____ from Brown & Gay Engineering (the “Developer Engineer”), it is estimated that the required WWTP capacity to serve the Development at full build-out will be 0.310 MGD. Developer,

on behalf of the District, will pay the City an amount equal to the product of \$2,550* per single-family residential lot or \$2,550* per LUE for any non-single-family residential lot [excluding any non-single-family residential lots conveyed to Aqua (defined below), the City, the ISD (defined below) or the ESD (defined below)], multiplied by the number of single-family residential lots/LUEs within the Development, estimated to be approximately \$4,398,750* (the “Capacity Payment”), which will be applied by the City to pay the costs of such 0.310 MGD portion of the WWTP Expansion.

(c) The City is responsible for all costs of the WWTP Expansion and all costs for any subsequent expansions to the WWTP, which will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants. As a condition of the City’s approval of each final plat for a portion of the Property, Developer will pay to the City WWTP Capacity Reservation Fees for each final plat equal to the sum of \$2,550* per single-family residential lot or \$2,550* per LUE for any non-single-family residential lot within such final plat (excluding any non-single-family residential lots conveyed to Aqua, the City, the ISD, or the ESD), which amount will fund the Capacity Payment and be utilized by the City to pay the costs of, in part, and reimburse the City for the costs of, in part, the 0.310 MGD portion of the WWTP Expansion.

(d) WWTP Plans. The WWTP Expansion will be designed by the City Engineer, or such other engineer as is selected by the City

(e) Construction Schedule. The City will proceed with the design and construction of the WWTP Expansion as the need arises per TCEQ criteria for design and construction of wastewater treatment plants. The City acknowledges that Developer is relying on service being available to the Property in sufficient amounts to facilitate Developer’s phased construction of the Development based on market demand and conditions.

(f) Ownership of Facilities. The amount of 1725* LUEs of capacity in the City’s wastewater treatment plant expansion are reserved for full build out of Development on the Property. Upon completion, the WWTP Expansion shall be owned by the City. However, 1,725* LUEs of capacity in the WWTP Expansion will be owned by Developer, on behalf of the District, and capacity sufficient to serve the Development shall be irrevocably and permanently reserved for and committed to Developer, on behalf of the District. Developer may, at any time, transfer such capacity to the District or to any subsidiary, parent company, or other affiliate of Developer upon written notice to the City.

(g) 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 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).

(h) The Developer acknowledges that the City is relying on timely payment of all WWTP Capacity Reservation Fees to facilitate the WWTP Expansion in order to provide service to the Property. Subsequent to the recordation of the first subdivision plat as described above, at no time will the Developer submit for consideration a fourth (4th) plat, insofar as all WWTP Capacity Reservation Fees associated with the three (3) preceding plats have not been paid.

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 D**, 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 public park and public open space land shall be dedicated in conformity with City code; and that the Developer shall dedicate park land, or contribute cash or park improvements in lieu of land dedication, or any combination

thereof as determined by the City. The Developer intends that the public park and public open space land shown on the Concept Plan will be dedicated to the District or another governmental agency.

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]

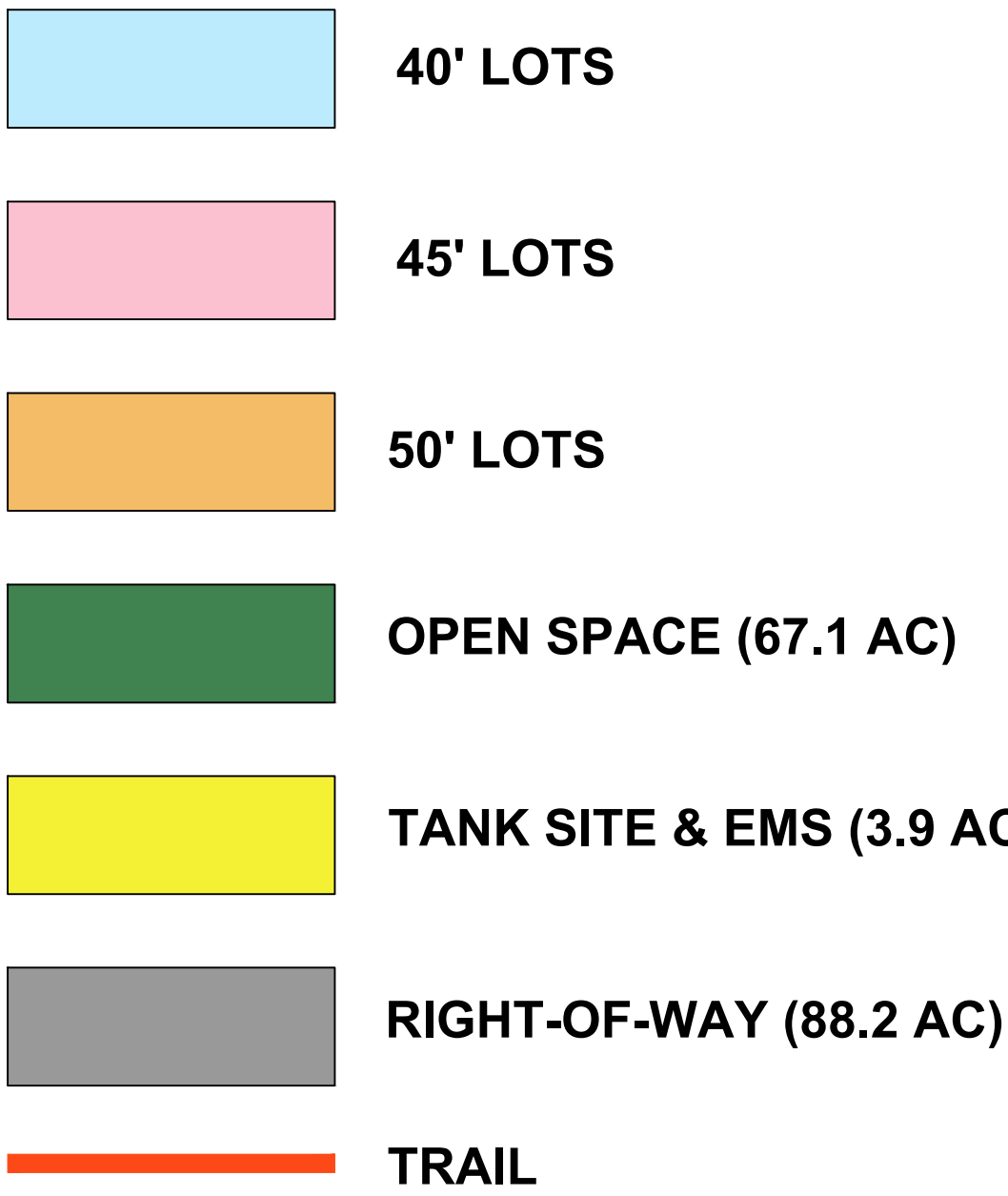
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**EXHIBIT C
CONCEPT PLAN**

[attached]

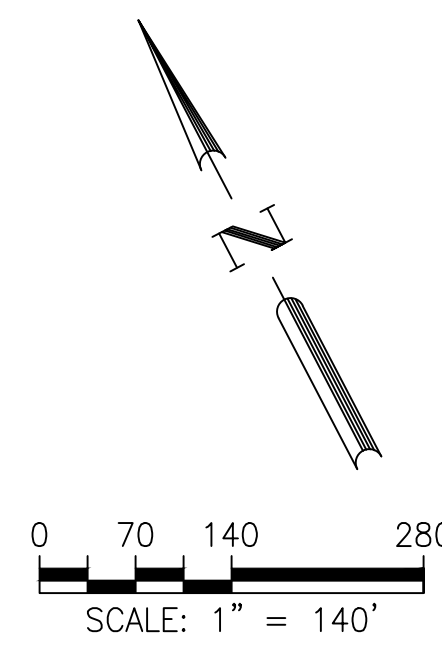
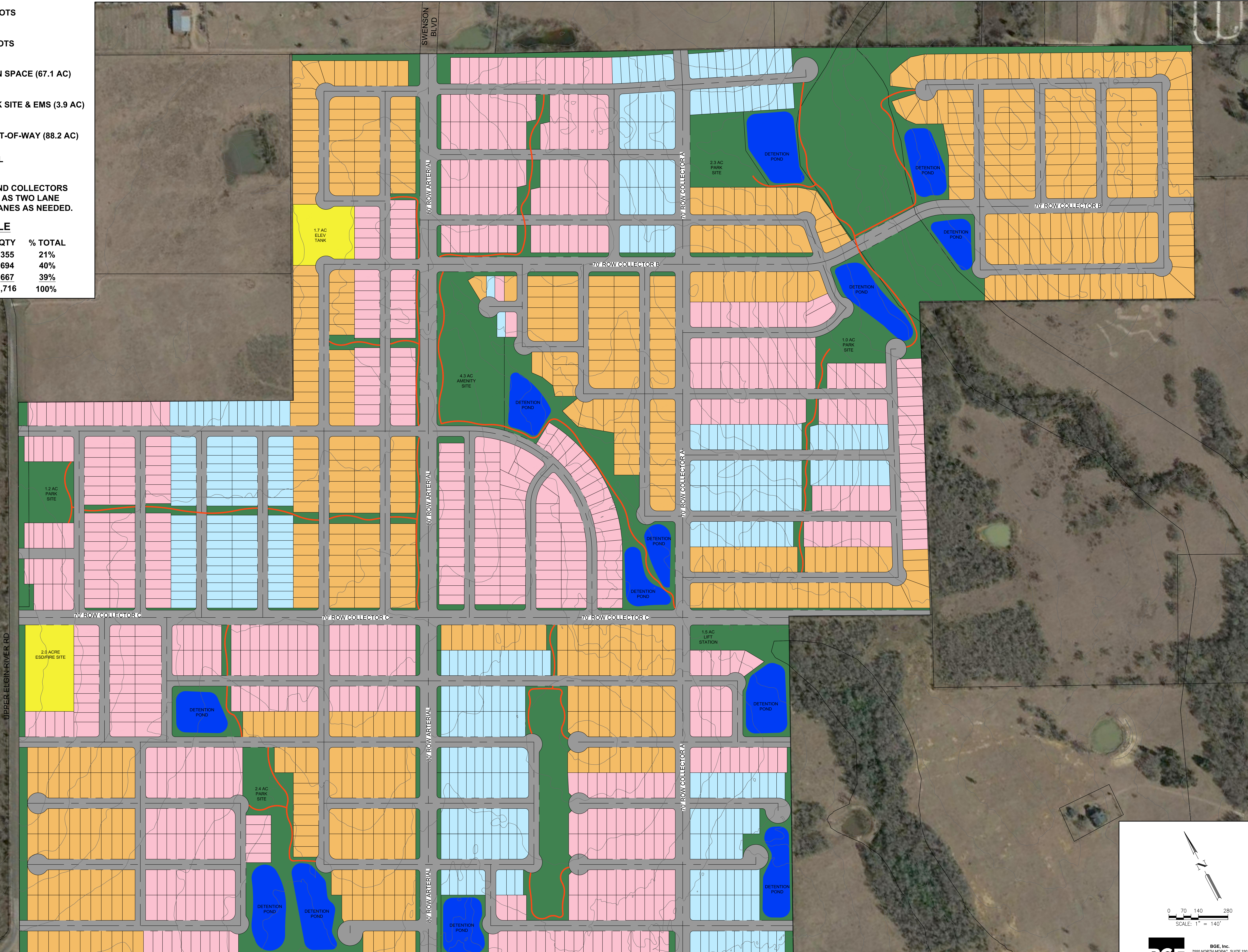
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ELGIN TRINITY
EXHIBIT "A" - 1/24/2019



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

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





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS ALL OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING AND CAPITAL EXPENDITURES AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY AS ORIGINALLY ADOPTED BY ORDINANCE NO. 2018-9-25-38 ADOPTED SEPTEMBER 25, 2018; IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

DEPARTMENT: Finance

PROPOSED ACTION: Review and Adopt

BACKGROUND: Given experience year-to-date in collection of revenue and payment of actual bills, amending the budget allows staff the opportunity to propose changes in appropriations to the City Council mid-year. Administration of the budget is a dynamic process subject to a variety of variables that either prove out assumptions made in the preparation process or reveal any errors or miscalculations that may have been made in compiling the initial adopted version of the budget.

In preparing the first of two amendments that will be proposed this year, a careful analysis was made of each line item for both revenue and expenses to determine what adjustments if any, needed to be made to more accurately reflect expectations of results at the end of the year. Based on this analysis using historical precedence as well as tools designed to improve precision in forecasting, certain adjustments were made and are reflected in the Ordinance to be considered by the Council.

BUDGET/FINANCIAL IMPACT:

If adopted, the amendment proposed here will reset the limits appropriated by Council for expenditures by line item for the fiscal year ending September 30, 2019.

RECOMMENDATION: Review and adopt Ordinance as presented.

ATTACHMENTS: Ordinance defining recommended amendments to budget appropriations for the current fiscal year (FY 2018-19).

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS ALL OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING AND CAPITAL EXPENDITURES AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY AS ORIGINALLY ADOPTED BY ORDINANCE NO. 2018-9-25-38 ADOPTED SEPTEMBER 25, 2018; IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Elgin, Texas approved Budget Ordinance No. 2018-9-25-38 for the 2018-19 Fiscal Year on September 25th, 2018; and

WHEREAS, the City Manager of the City of Elgin has submitted to the City Council, a proposed budget amendment of revenues and expenditures of the City of Elgin for the fiscal year ending September 30, 2019; and

WHEREAS, the City Council of the City of Elgin, Texas desires to amend the approved Budget Ordinance for the 2018 – 2019 Fiscal Year;

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

SECTION 1: AMENDMENT TO CURRENT BUDGET

That appropriations for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019, for support of the general government of the City of Elgin, Texas be amended for said term in accordance with changes in expenditures shown in the Attached Exhibit A, attached hereto for the purposes stated herein.

SECTION 2: APPROVAL OF AMENDMENT

That the budget amendment, as shown in words and figures in Exhibit A are hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019.

SECTION 3: BUDGET AMENDMENT FILING

In accordance with § 102.008(1), Local Government Code, The Director of Finance is directed to file with the City Secretary a true copy of the amended final budget as adopted by the City Council, and the City Secretary is directed to certify as a true copy said amended budget and file it with this Ordinance in the official records of the City.

SECTION 4: BUDGET AMENDMENT POSTING

In accordance with § 102.008(2), Local Government Code, The Director of Finance is directed to take action to ensure that a copy of the amended budget is posted on the City's website.

SECTION 5: CONFLICT

That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 6: OPEN MEETINGS

That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that the public notice of time, place, location and the purpose of said meeting was given as required by the Open Meetings Act, Ch. 551 LGC.

SECTION 7: PUBLICATION

The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

SECTION 8: EFFECTIVE DATE

This Ordinance shall be in full force and effective from and after the date of its final passage and adoption in accordance with state law.

PRESENTED, REVIEWED, CONSIDERED AND APPROVED ON THIS 14th DAY OF MAY, 2019 BY A VOTE OF ____ AYES, ____ NAYS AND ____ ABSTENTIONS, AT A REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS.

CITY OF ELGIN by:

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Charles Crossfield, City Attorney

EXHIBIT A

ORDINANCE NO.

**BUDGET AMENDMENT #1
CITY OF ELGIN**

**FISCAL YEAR
2018-2019**

Ending September 30th, 2019

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

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General Fund

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Summary Budget General Fund

REVENUE :	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
Taxes	4,136,842	3,084,690	-	4,136,842	25%
Franchise Fees	508,073	124,936	-	508,073	75%
Fees and Permits	382,150	117,825	-	382,150	69%
Fines and Forfeitures	334,500	154,209	30,000	364,500	58%
Charges for Services	1,157,545	617,720	51,500	1,209,045	49%
Intergov't'l Revenue	139,500	55,139	(34,500)	105,000	47%
Misc. Revenue	33,700	49,311	43,764	77,464	36%
Transfers In	1,393,132	1,393,132	-	1,393,132	100%
Total	8,085,441	5,596,963	90,764	8,176,205	49%

EXPENDITURES :

Legislative	City Council	62,661	56,599	18,885	81,546	31%
Executive	City Mgr./City Clerk	449,106	200,295	(25,622)	423,484	53%
Admin.	Finance & HR	489,383	200,847	(44,250)	445,133	55%
	Subtotal	1,001,150	457,741	(50,987)	950,163	52%
Comm. Dev.	Planning and Zoning	279,660	128,856	(8,994)	270,666	52%
	Code Enforcement	135,448	63,868	840	136,288	53%
	Subtotal	415,108	192,723	(8,154)	406,954	53%
Police	Operations	2,176,151	1,051,603	21,579	2,197,730	52%
	Communications	295,989	137,790	(6,418)	289,571	52%
	Animal Control	79,680	44,875	1,298	81,144	45%
	Fire/EMS/Schools	203,778	73,127	(42,301)	161,478	55%
	Municipal Court	304,142	130,562	(3,595)	300,547	57%
	Subtotal	3,059,740	1,437,956	(29,437)	3,030,470	53%
Library	Library Operations	349,331	160,785	(11,180)	338,151	52%
	Community Services	205,025	99,359	(3,904)	201,371	51%
	Subtotal	554,356	260,145	(15,084)	539,522	52%
Parks & Rec.	Operations and Maint.	597,830	234,569	(39,670)	558,159	58%
	Recreation Center	223,266	106,628	10,162	233,428	54%
	Swimming Pool	155,476	3,505	344	155,820	98%
	Bldg. Operation & Maint.	235,135	83,118	(50,855)	184,280	55%
	Subtotal	1,211,707	427,820	(80,019)	1,131,687	62%
Public Works	Streets and Infra. Maint.	1,068,825	423,486	(51,923)	1,016,902	58%
	Sanitation	803,502	262,577	12,000	815,502	68%
	Subtotal	1,872,327	686,063	(39,923)	1,832,404	63%
	TOTAL	8,114,388	3,462,448	(223,604)	7,891,200	56%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

<u>REVENUE</u>	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
<u>Taxes</u>					
Property Taxes - Current	2,143,607	2,084,367	-	2,143,607	3%
Property Taxes - Delinquent	310,000	225,921	-	310,000	27%
Prop. Taxes - Prior Year Delinq.	35,500	27,575	-	35,500	22%
Penalty & Interest-Delq	26,046	-	-	26,046	100%
Sales Tax	1,593,689	736,688	-	1,593,689	54%
Beverage Tax	28,000	10,139	-	28,000	64%
<i>Subtotal</i>	4,136,842	3,084,690	-	4,136,842	25%
<u>Franchise Fees</u>					
Oncor Electric Delivery	268,275	2,015	-	268,275	99%
Centerpoint Energy	37,808	42,408	-	37,808	-12%
Spectrum	138,600	61,680	-	138,600	55%
Republic Services	35,985	6,300	-	35,985	82%
Misc - Telephone	27,405	12,534	-	27,405	54%
<i>Subtotal</i>	508,073	124,936	-	508,073	75%
<u>Earned Interest</u>	14,500	17,371	15,000	29,500	41%
<u>Fees and Permits</u>					
Gas Permits	5,000	630	-	5,000	87%
Building Permits(E,M,P)	210,000	33,632	-	210,000	84%
Electrical	4,500	1,110	-	4,500	75%
Mechanical	7,200	1,160	-	7,200	84%
Plumbing	4,000	1,170	-	4,000	71%
Inspection Fees	58,500	21,990	-	58,500	62%
Electrical Licenses	25,000	660	-	25,000	97%
Alarm Permits	7,000	3,200	-	7,000	54%
Planning & Zoning Fees	35,000	50,648	-	35,000	-45%
Plan Review Reimbursements	18,900	-	-	18,900	100%
MUD Developer Contribution	-	-	-	-	
Sign Permit	450	-	-	450	100%
Solicitor's Permit	600	240	-	600	60%
Alcohol Beverage License	3,500	2,535	-	3,500	28%
Movie Location Fees	2,500	850	-	2,500	66%
<i>Subtotal</i>	382,150	117,825	-	382,150	69%
<u>Fines and Forfeitures</u>					
Municipal Court Fines	325,000	152,304	30,000	355,000	57%
Child Safety & Other Court Fees	5,500	1,905	-	5,500	65%
Animal Control Fees	200	-	-	200	100%
Code Enforcement	3,800	-	-	3,800	100%
<i>Subtotal</i>	334,500	154,209	30,000	364,500	58%

REVENUE

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
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By Source (cont.)**Charges for Services**

Solid Waste Collection Services	1,070,310	556,658	35,000	1,105,310	50%
EPD Escort Fees	<u>3,730</u>	<u>2,000</u>	<u>-</u>	<u>3,730</u>	46%
<i>Subtotal</i>	1,074,040	558,658	35,000	1,109,040	50%

Intergovernmental Revenue

Elgin ISD	105,000	55,139	-	105,000	47%
Bastrop-Travis ESD No. 1	<u>34,500</u>	<u>-</u>	<u>(34,500)</u>	<u>-</u>	0%
<i>Subtotal</i>	139,500	55,139	(34,500)	105,000	47%

Library Revenue

General	12,128	5,145	-	12,128	58%
Bastrop County	9,359	-	-	9,359	100%
Contributions	2,034	950	-	2,034	53%
Civic Center Rentals	<u>3,284</u>	<u>2,875</u>	<u>-</u>	<u>3,284</u>	12%
<i>Subtotal</i>	26,805	8,970	-	26,805	67%

Park and Recreation Revenue

General Fees	7,000	6,460	2,000	9,000	28%
Pool - Annual Passes	4,500	-	-	4,500	100%
Pool Rental/Lessons	7,200	235	-	7,200	97%
Fleming Center Rentals	5,000	4,804	2,500	7,500	36%
All Purpose Annual Passes	15,000	38,593	28,000	43,000	10%
Rec. Center Rentals	<u>18,000</u>	<u>-</u>	<u>(16,000)</u>	<u>2,000</u>	100%
<i>Subtotal</i>	56,700	50,092	16,500	73,200	32%

Miscellaneous Revenue

Police Accident Reports	1,700	1,140	-	1,700	33%
Arrest Fees	500	50	-	500	90%
Contri. - Blue Santa	2,000	1,986	-	2,000	1%
Contri.-Special Events	5,000	-	-	5,000	100%
Insurance Proceeds	-	18,764	18,764	18,764	0%
Equipment Sale Proceeds	10,000	-	-	10,000	100%
Grant - PD	<u>-</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>	0%
<i>Subtotal</i>	19,200	31,940	28,764	47,964	33%

Transfers in

Payment in Lieu of Taxes	-	-	-	-	0%
Operating Transfers In	-	-	-	-	0%
Operating Transfer In 32 380	-	-	-	-	0
Transfer In Utility Fund	1,233,132	-	-	1,233,132	100%
Transfer In TIRZ # 1	-	-	-	-	0%
Transfer In Red Light Camera	160,000	-	-	160,000	100%
Transfer In Special Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%
<i>Subtotal</i>	1,393,132	-	-	1,393,132	100%

TOTALS

<u>8,085,441</u>	<u>4,203,831</u>	<u>90,764</u>	<u>8,176,205</u>	49%
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ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Legislative
City Council
Annual Appropriations

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 14-2019	% Re- Main.
06 Salaries and Benefits					
Stipend	5,700	2,850	5,688	11,388	75%
Worker's Comp.	26	26	26	52	50%
<i>Subtotal</i>	5,726	2,876	5,714	11,440	75%
Supplies and Materials					
Uniforms	200	-	-	200	100%
Services & Other Charges					
Dues & Memberships	6,735	1,934	-	6,735	71%
Information Tech.	3,000	3,845	3,500	6,500	41%
Gen Liability Insurance	-	240	240	240	0%
Errors and Omissions	-	9,431	9,431	9,431	0%
Travel & Training	10,800	2,073	-	10,800	81%
Bond	400	400	-	400	0%
Community Non-Profit Support					
CARTS	3,000	3,000	-	3,000	0%
Drive a Senior	5,000	5,000	-	5,000	0%
CASA	3,000	3,000	-	3,000	0%
Children's Advocacy	3,500	3,500	-	3,500	0%
Family Crisis Center	2,800	2,800	-	2,800	0%
Combined Com. Action	4,000	4,000	-	4,000	0%
Food Pantry	-	-	-	-	0%
Elgin Comm. Cupboard	3,000	3,000	-	3,000	0%
Advocacy Outreach	5,000	5,000	-	5,000	0%
Elgin Arts Assoc.	1,500	1,500	-	1,500	0%
Elgin Historical Assoc.	5,000	5,000	-	5,000	0%
Miscellaneous	-	-	-	-	0%
<i>Subtotal</i>	56,735	53,723	13,171	69,906	23%
Capital Outlay	-	-	-	-	0%
TOTALS	<u>62,661</u>	<u>56,599</u>	<u>18,885</u>	<u>81,546</u>	<u>31%</u>

ORDINANCE NO. _____

Executive

02 City Mgr./City Clerk

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 14-2019	% Re- Main.
Base Salaries	224,570	104,899	(9,994)	214,576	51%
Overtime	275	-	-	275	100%
Social Security	18,534	6,046	(5,200)	13,334	55%
Municipal Retire. Sys.	34,427	14,792	(2,855)	31,572	53%
Worker's Comp.	1,011	432	(85)	926	53%
Medical Insurance	33,762	10,628	(6,927)	26,835	60%
Unemployment Ins.	510	385	-	510	25%
Car Allowance	15,600	6,943	-	15,600	55%
Longevity Pay	260	260	-	260	0%
Subtotal	328,949	144,385	(25,061)	303,888	52%

Supplies and Materials

Office Supplies	7,500	1,675	(2,000)	5,500	70%
Minor Supplies	1,000	835	-	1,000	16%
Printing	4,000	829	-	4,000	79%
Meeting Expenses	3,000	440	-	3,000	85%
Uniforms	600	440	-	600	27%
Subtotal	16,100	4,220	(2,000)	14,100	70%

Services and Other Charges

Equipment Maint.	-	-	-	-	-
Information Tech.	10,506	4,741	-	10,506	55%
Utilities- telephone	8,526	3,075	(900)	7,626	60%
Utilities- electric	-	456	900	900	0%
Contract Services	2,000	574	-	2,000	71%
Elections	18,000	83	(10,000)	8,000	99%
Records Mgmt.	1,263	864	-	1,263	32%
Codification	4,226	1,225	-	4,226	71%
Engineering	3,800	13,609	10,000	13,800	1%
Dues & Member.	8,824	427	-	8,824	95%
Travel & Training	5,000	1,387	-	5,000	72%
Legal Services	31,500	13,411	-	31,500	57%
Employee Bond	412	400	-	412	3%
Employee Appre.	-	10,971	-	-	0%
Discretionary Funds	10,000	-	971	10,971	100%
Gen Liability Insurance	-	240	240	240	0%
Property Insurance	-	228	228	228	0%
Subtotal	104,057	51,690	1,439	105,496	51%

Capital Outlay

TOTALS

449,106	200,295	(25,622)	423,484	2
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ORDINANCE NO. _____

Administration

03 Finance & HR

Annual Appropriations

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 14-2019	% Re- Main.
Base Salaries	263,744	105,450	(37,198)	226,546	53%
Overtime	-	2,181	2,400	2,400	0%
Social Security	20,910	7,554	(3,017)	17,893	58%
Municipal Retire. Sys.	39,430	15,029	(4,172)	35,258	57%
Worker's Comp.	1,187	431	(211)	976	56%
Medical Insurance	30,011	10,173	(5,431)	24,580	59%
Unemployment Ins.	680	604	(76)	604	0%
Car Allowance	7,200	5,974	9,160	16,360	63%
Longevity Pay	610	670	60	670	0%
Subtotal	363,771	148,065	(38,485)	325,286	54%

Supplies and Materials

Office Supplies	3,200	1,055	-	3,200	67%
Fuel	1,500	-	(1,500)	-	0%
Postage	3,350	1,629	-	3,350	51%
Uniforms	800	-	-	800	100%
Subtotal	8,850	2,683	(1,500)	7,350	63%

Services and Other Charges

Information Tech.	8,400	5,150	-	8,400	39%
Utilities- Telephone	6,695	3,228	-	6,695	52%
Utilities- Electric	2,780	456	(1,800)	980	54%
Audit Services	30,000	-	-	30,000	100%
Appraisal Board	47,000	27,365	-	47,000	42%
County Tax Collect.	12,000	10,358	-	12,000	14%
Contract Services	-	705	-	-	0%
Vehicle Maintenance	1,000	-	(1,000)	-	0%
Dues & Member.	1,387	301	-	1,387	78%
Travel & Training	7,100	1,162	(2,000)	5,100	77%
Professional Serv.	-	441	-	-	0%
Gen Liability Insurance	-	240	240	240	0%
Property Insurance	-	228	228	228	0%
Employee Bond	400	467	67	467	0%
Subtotal	116,762	50,099	(4,265)	112,497	55%

Capital Outlay

TOTALS

-	-	-	-	0%
489,383	200,847	(44,250)	445,133	55%

ORDINANCE NO. _____

FY 2018-19 Amendment #1 5/14/2019

010	Police Operations	FY 2018-19	Y-T-D	Increase/	Amended	5-	% Re-
		Adopted	Mar 31 '19	(decrease)	14-2019		Main.
	<i>Salaries and Benefits</i>						
	Base Salaries	1,241,376	556,361	(38,921)	1,202,455		54%
	Overtime	28,922	44,490	47,814	76,736		42%
	Social Security	98,476	40,340	(6,069)	92,407		56%
	Muni. Retirement Sys.	183,904	77,241	(10,396)	173,508		55%
	Worker's Comp.	53,898	22,207	(3,596)	50,302		56%
	Medical Insurance	157,249	56,558	(13,567)	143,682		61%
	Unemploy. Insurance	4,082	3,466	-	4,082		15%
	Longevity Pay	5,815	5,660	(155)	5,660		0%
	Commitment Pay	-	7,070	7,070	7,070		0%
	Tenure Pay	-	2,355	2,355	2,355		0%
	<i>Subtotal</i>	1,773,722	815,749	(15,465)	1,758,257		54%
	<i>Supplies and Materials</i>						
	Office Supplies	12,600	4,467	-	12,600		65%
	Minor Supplies	4,904	1,294	-	4,904		74%
	Postage	2,625	939	-	2,625		64%
	Printing	2,103	883	-	2,103		58%
	Fuel	37,905	23,751	10,000	47,905		50%
	Ammunition	8,400	106	-	8,400		99%
	Investigative Supplies	18,000	3,264	-	18,000		82%
	Uniforms	29,213	10,534	-	29,213		64%
	<i>Subtotal</i>	115,749	45,240	10,000	125,749		64%
	<i>Services and Other Charges</i>						
	K-9 Unit	1,500	120	-	1,500		92%
	Detention Services	10,000	1,935	-	10,000		81%
	Janitorial Bldg Serv.	50	287	-	50		-475%
	Citizens Police Acad.	1,000	76	-	1,000		92%
	Contract Services	68,000	81,979	15,000	83,000		1%
	Utilities- Telephone	45,000	18,990	-	45,000		58%
	Utilities- Electric	6,430	3,380	-	6,430		47%
	Utilities- Gas	4,000	1,384	-	4,000		65%
	Information Tech.	63,860	26,500	(7,500)	56,360		53%
	Vehicle Maintenance	20,000	5,353	-	20,000		0%
	Equipment Maint.	4,500	-	-	4,500		100%
	Dues & Memberships	2,000	637	-	2,000		68%
	Travel & Training	10,000	2,314	-	10,000		77%

FY 2018-19 Amendment #1 5/14/2019

Services and Other Charges (Cont.)

Capital Lease - Vehicl.	45,340	24,305	-	45,340	46%
Gen Liability Insurance	-	240	240	240	0%
Automobile Ins.	-	6,576	6,576	6,576	0%
Mobile Equipment Ins.	-	161	161	161	0%
Property Insurance	-	1,363	1,363	1,363	0%
Law Enforcement Ins.	-	11,204	11,204	11,204	0%
Emp. Drug Screen.	2,000	870	-	2,000	57%
<i>Subtotal</i>	<u>283,680</u>	<u>187,674</u>	<u>27,044</u>	<u>310,724</u>	40%

tlay

Non Capital Equipt.	<u>3,000</u>	<u>2,941</u>	<u>-</u>	<u>3,000</u>	2%
<i>Capital Outlay</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%
TOTALS	<u><u>2,176,151</u></u>	<u><u>1,051,603</u></u>	<u><u>21,579</u></u>	<u><u>2,197,730</u></u>	52%

FY 2018-19 Amendment #1 5/14/2019

Police -

013 Communications

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5- 14-2019	% Re- Main.
Base Salaries	184,143	85,826	(6,987)	177,156	52%
Overtime	18,881	13,202	8,000	26,881	51%
Social Security	15,695	6,740	(194)	15,501	57%
Municipal Retire. Sys.	29,153	13,301	(957)	28,196	53%
Worker's Comp.	829	348	(2,993)	(2,164)	116%
Medical Insurance	37,512	14,708	(3,005)	34,507	57%
Unemployment Ins.	851	856	-	851	-1%
Longevity Pay	805	610	(640)	165	-270%
<i>Subtotal</i>	<u>287,869</u>	<u>135,591</u>	<u>(6,776)</u>	<u>281,093</u>	<u>52%</u>

Supplies and Materials

Office Supplies	2,060	-	-	2,060	100%
Uniforms	2,060	580	-	2,060	72%
<i>Subtotal</i>	<u>4,120</u>	<u>580</u>	<u>-</u>	<u>4,120</u>	<u>86%</u>

Services and Other Charges

Equipment Maint.	2,000	-	(1,000)	1,000	100%
Utilities- Telephone	-	255	500	500	49%
Information Tech.	-	618	618	618	0%
Dues & Member.	1,000	-	-	1,000	100%
Gen Liability Insurance	-	240	240	240	0%
Travel & Training	1,000	506	-	1,000	49%
<i>Subtotal</i>	<u>4,000</u>	<u>1,619</u>	<u>358</u>	<u>4,358</u>	<u>63%</u>

Capital Outlay

	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
TOTALS	<u><u>295,989</u></u>	<u><u>137,790</u></u>	<u><u>(6,418)</u></u>	<u><u>289,571</u></u>	<u><u>52%</u></u>

FY 2018-19 Amendment #1 5/14/2019

Police -

009 Animal Control

Annual Appropriations

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended <u>14-2019</u>	% Re- Main.
Base Salaries	36,338	19,076	208	36,546	48%
Overtime	306	421	500	806	48%
Social Security	2,856	1,334	(149)	2,707	51%
Municipal Retire. Sys.	5,386	2,550	(255)	5,131	50%
Worker's Comp.	2,271	1,054	-	2,271	54%
Medical Insurance	7,503	3,047	(300)	7,203	58%
Unemployment Ins.	170	135	-	170	20%
Longevity Pay	450	450	-	450	0%
Subtotal	55,280	28,068	4	55,284	49%

Supplies and Materials

Minor Supplies	500	621	500	1,000	38%
Fuel	3,500	2,139	500	4,000	47%
Uniforms	-	267	267	267	0%
Subtotal	4,000	3,027	1,267	5,267	43%

Services and Other Charges

Information Tech.	2,000	684	(600)	1,400	51%
Utilities Telephone	-	252	-	-	0%
Contract Services	12,000	12,000	-	12,000	0%
Gen Liability Insurance	-	240	240	240	0%
Vehicle Insurance	-	387	387	387	0%
Travel & Training	1,000	50	-	1,000	95%
Subtotal	15,000	13,614	27	15,027	9%

Capital Outlay

	5,400	166	-	5,566	97%
TOTALS	79,680	44,875	1,298	81,144	45%

FY 2018-19 Amendment #1 5/14/2019

012 Code Enforcement Annual Appropriations

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
<i>Salaries and Benefits</i>					
Base Salaries	72,238	33,590	(2,011)	70,227	52%
Overtime	1,349	1,190	1,000	2,349	0%
Social Security	5,706	2,660	(349)	5,357	50%
Muni. Retirement Sys.	10,599	5,032	(581)	10,018	50%
Worker's Comp.	756	344	(55)	701	51%
Medical Insurance	15,005	5,799	(1,948)	13,057	56%
Unemploy. Insurance	340	277	-	340	19%
Longevity Pay	520	330	(190)	330	0%
Subtotal	106,513	49,222	(4,134)	102,379	52%
<i>Supplies and Materials</i>					
Office Supplies	150	60	-	150	60%
Fuel	1,500	899	300	1,800	50%
Uniforms	350	300	300	650	54%
Subtotal	2,000	1,259	600	2,600	52%
<i>Services and Other Charges</i>					
Filing Fees/ Liens	-	600	1,500	1,500	60%
Code Violation Abatements	5,000	3,349	-	5,000	33%
Vehicle Maintenance	1,000	451	-	1,000	55%
Utilities- Telephone	-	1,770	3,400	3,400	48%
Utilities- Electric	-	-	1,000	1,000	100%
Information Tech.	8,435	2,804	-	8,435	67%
Dues & Memberships	-	-	-	-	0%
Travel & Training	2,500	1,713	-	2,500	31%
Legal Fees	-	1,600	1,600	1,600	0%
Abandoned Structure Rebate	10,000	-	(5,000)	5,000	100%
Gen Liability Insurance	-	240	240	240	0%
Automobile Insurance	-	-	774	774	
Computer Equipment	-	860	860	860	
Subtotal	26,935	13,387	4,374	31,309	57%
Capital Outlay	-	-	-	-	0%
TOTALS	135,448	63,868	840	136,288	

FY 2018-19 Amendment #1 5/14/2019

Police -

007 Fire/EMS/Schools

Annual Appropriations

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 14-2019	% Re- Main.
Base Salaries	112,017	48,608	(5,162)	106,855	55%
Overtime	3,765	2,678	2,500	6,265	57%
Social Security	9,005	3,931	(737)	8,268	52%
Muni. Retirement Sys.	16,726	7,454	(1,257)	15,469	52%
Worker's Comp.	5,130	2,226	(542)	4,588	51%
Medical Insurance	15,005	5,591	(2,506)	12,499	55%
Unemploy. Insurance	340	324	-	340	5%
Longevity Pay	1,030	610	(420)	610	0%
Commitment Pay	-	-	-	-	0%
Tenure Pay	-	-	-	-	0%
Subtotal	163,018	71,422	(8,124)	154,894	54%

Services and Other Charges

Bastrop ESD	35,400	-	(35,400)	-	0%
Boot Camp Juv. Prog.	4,620	-	-	4,620	100%
Explorer Prog.	740	482	-	740	35%
Gen Liability Insurance	-	240	240	240	0%
Vehicle Insurance	-	774	774	774	0%
Non Capital Equipt.	0	210	210	210	35%
Subtotal	40,760	1,705	(34,177)	6,584	0%

Capital Outlay

	-	-	-	-	0%
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TOTALS

	203,778	73,127	(42,301)	161,478	55%
Total Public Safety	2,755,598	1,307,395	(25,842)	2,729,923	52%

ORDINANCE NO. _____

08 Municipal Court

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 14-2019	% Re- Main.
Base Salaries	139,178	62,900	(620)	138,558	55%
Overtime	1,000	493	-	1,000	51%
Social Security	10,757	4,244	(217)	10,540	60%
Municipal Retire. Sys.	14,872	6,661	(510)	14,362	54%
Worker's Comp.	2,101	256	(596)	1,505	83%
Medical Insurance	22,508	8,845	(2,858)	19,650	55%
Unemployment Ins.	1,191	628	(118)	1,073	41%
Longevity Pay	525	425	(100)	425	0%
Subtotal	192,132	84,451	(5,019)	187,113	55%

Supplies and Materials

Office Supplies	2,500	1,982	-	2,500	21%
Postage	1,700	290	-	1,700	83%
Uniforms	-	768	800	800	0%
Printing	4,200	717	(1,000)	3,200	78%
Subtotal	8,400	3,756	(200)	8,200	54%

Services & Other Charges

Judicial Services	24,000	8,119	-	24,000	66%
Magistrate Mileage	6,000	2,851	-	6,000	52%
Legal Services - Pros.	20,000	8,028	-	20,000	60%
Jury Expense	800	-	-	800	100%
Collection Fees	25,000	9,706	-	25,000	61%
Contract Services	1,906	2,401	1,000	2,906	17%
Utilities-Telephone	7,701	3,621	-	7,701	53%
Utilities-Electric	2,781	455	(1,500)	1,281	64%
Utilities-Gas	258	-	500	758	100%
Information Tech.	9,373	4,186	-	9,373	55%
Equipment Maint.	149	497	-	149	-233%
Vehicle Fuel	-	543	1,200	1,200	0%
Dues & Memberships	286	180	-	286	37%
Travel & Training	5,150	1,207	-	5,150	77%
Gen Liability Insurance	-	240	240	240	0%
Property Insurance	-	284	284	284	0%
Emp. Drug Screen.	206	38	(100)	106	64%
Subtotal	103,610	42,355	1,624	105,234	60%

Non-Capital Outlay

Non-Capital Equipt.	-	-	-	-	0%
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Capital Outlay

	-	-	-	-	0%
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TOTALS

304,142	130,562	(3,595)	300,547	57%
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FY 2018-19 Amendment #1 5/14/2019

Public Works

015 Streets and Infra. Maint.

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
Base Salaries	396,588	172,841	(34,415)	362,173	52%
Overtime	12,656	2,705	-	12,656	79%
Social Security	32,739	14,267	(3,161)	29,578	52%
Muni. Retirement Sys.	60,365	26,920	(5,150)	55,215	51%
Worker's Comp.	32,739	18,233	838	33,577	46%
Medical Insurance	75,026	24,281	(14,728)	60,298	60%
Unemploy. Insurance	1,701	1,450	-	1,701	15%
Longevity Pay	5,645	8,705	3,060	8,705	0%
Car Allowance	7,200	3,204	-	7,200	55%
Subtotal	624,659	272,607	(53,556)	571,103	52%

Supplies and Materials

Office Supplies	2,300	500	(500)	1,800	72%
Minor Supplies	5,000	997	(1,000)	4,000	75%
Tools	1,410	167	-	1,410	88%
Street Maint. Supplies	150,000	23,773	-	150,000	84%
Chemicals	600	219	-	600	64%
Fuel	18,752	6,847	(2,000)	16,752	59%
Uniforms	4,200	2,609	-	4,200	38%
Subtotal	182,262	35,111	(3,500)	178,762	80%

Services and Other Charges

TxDOT Highway Maint.	5,000	1,538	-	5,000	69%
Traffic Controls	10,500	1,182	-	10,500	89%
Crackseal Program	15,000	2,414	-	15,000	84%
Street Lighting	92,029	45,720	(2,000)	90,029	49%
Contract Services	40,000	735	-	40,000	98%
Professional Services	380	-	-	380	100%
Equipment Maint.	26,000	19,083	2,000	28,000	32%
Vehicle Maintenance	6,565	6,013	-	6,565	8%
Utilities- Telephone	6,600	2,285	(2,000)	4,600	50%
Utilities- Electricity	-	708	1,200	1,200	41%
Utilities- Gas	-	496	1,000	1,000	50%
Information Tech.	14,472	5,919	(2,000)	12,472	53%
Dues & Memberships	750	41	-	750	95%
Travel & Training	700	728	250	950	23%
Capital Equipt. Lease	42,908	21,361	-	42,908	50%

FY 2018-19 Amendment #1 5/14/2019

Public Works

015 Streets and Infra. Maint.

Services and Other Charges (Cont.)

Gen Liability Insurance	-	240	240	240	0%
Automobile Ins.	-	4,966	4,966	4,966	0%
Mobile Equipment Ins.	-	987	987	987	0%
Property Insurance	-	490	490	490	0%
Empolyee Drug Screening	1,000	861	-	1,000	14%
<i>Subtotal</i>	261,904	115,768	5,133	267,037	57%

Capital Outlay

TOTALS

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
-	-	-	-	0%
1,068,825	423,486	(51,923)	1,016,902	58%

Public Works

014 -010 Sanitation

Annual Appropriations

Services and Other Charges

Solidwaste Collection

Services

Subtotal

TOTALS

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
803,502	262,577	12,000	815,502	68%
803,502	262,577	12,000	815,502	68%
803,502	262,577	12,000	815,502	68%

FY 2018-19 Amendment #1 5/14/2019

Planning and Community Development

**021 Planning and Zoning
Annual Appropriations**

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
Base Salaries	101,920	39,546	(23,254)	78,666	50%
Overtime	4,000	1,310	-	4,000	0%
Social Security	8,951	3,421	(1,997)	6,954	51%
Muni. Retirement Sys.	16,627	6,447	(2,863)	13,764	53%
Worker's Comp.	639	172	(215)	424	60%
Medical Insurance	15,005	5,155	(2,592)	12,413	58%
Unemploy. Insurance	340	237	-	340	30%
Longevity Pay	3,130	3,130	-	3,130	0%
Car Allowance	7,200	2,097	(2,334)	4,866	57%
Subtotal	157,812	61,514	(33,255)	124,557	51%

Supplies and Materials

Office Supplies	4,000	-	(2,000)	2,000	100%
Minor Supplies	250	91	-	250	64%
Postage	4,000	2,144	-	4,000	46%
Printing	700	1,342	1,300	2,000	33%
Subtotal	8,950	3,577	(700)	8,250	57%

Services and Other Charges

Building and Grounds Maint.	5,000	129	(4,000)	1,000	87%
Professional Services	80,000	48,570	20,000	100,000	51%
Utilities- Telephone	2,245	2,519	2,500	4,745	47%
Utilities- Electric	4,565	1,122	(2,000)	2,565	56%
Utilities- Gas	747	-	-	747	100%
Legal Fees	6,000	460	(3,000)	3,000	85%
Contract Services	-	-	8,000	8,000	100%
Information Tech.	12,375	9,401	3,000	15,375	39%
Dues & Memberships	766	156	-	766	80%
Travel & Training	1,200	948	-	1,200	21%
Gen Liability Insurance	-	240	240	240	0%
Property Insurance	-	221	221	221	0%
Subtotal	112,898	63,765	24,961	137,859	54%

Capital Outlay

	-	-	-	-	0%
TOTALS	279,660	128,856	(8,994)	270,666	52%

ORDINANCE NO. _____

Culture and Leisure
05 Library

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 14-2019	5 % Re- Main.
<i>Salaries and Benefits</i>					
Base Salaries	177,557	85,630	(5,265)	172,292	50%
Overtime	-	11	20	20	0%
Social Security	14,497	6,441	(1,116)	13,381	52%
Municipal Retire. Sys.	22,156	10,284	(1,436)	20,720	50%
Worker's Comp.	1,035	433	539	1,574	73%
Medical Insurance	30,011	11,754	(3,850)	26,161	55%
Unemployment Ins.	1,021	758	(23)	998	24%
Car Allowance	7,200	3,204	-	7,200	55%
Longevity Pay	3,510	3,390	(120)	3,390	0%
Subtotal	256,987	121,905	(11,251)	245,736	50%
<i>Supplies and Materials</i>					
Office Supplies	3,000	1,730	-	3,000	42%
Postage	1,500	354	-	1,500	76%
Printing	1,366	-	-	1,366	0%
Minor Supplies	4,500	149	-	4,500	97%
Subtotal	10,366	2,233	-	10,366	78%
<i>Services and Other Charges</i>					
Summer Reading Prog.	4,300	96	-	4,300	98%
Books	16,000	8,334	-	16,000	48%
Library Book Supplies	-	257	-	-	0%
Books-Donations	1,500	580	-	1,500	61%
Periodicals/Subscrip.	1,500	144	-	1,500	90%
Information Tech.	17,000	11,810	-	17,000	31%
Utilities Electric	10,973	4,554	-	10,973	59%
Utilities Telephone	7,760	883	(5,500)	2,260	61%
Contract Services	11,845	5,404	-	11,845	54%
Special Events	-	1,102	2,400	2,400	0%
Dues & Member.	700	120	-	700	83%
Travel & Training	3,800	192	-	3,800	95%
Gen Liability Insurance	-	240	240	240	0%
Property Insurance	-	2,904	2,904	2,904	0%
Emp. Drug Screening	-	27	27	27	0%
Subtotal	75,378	36,647	71	75,449	51%
<i>Non-Capital Outlay</i>					
General	-	-	-	-	0%
IT Hardware- Computers	5,600	-	-	5,600	0%
IT- Network Hardware	1,000	-	-	1,000	0%
Subtotal	6,600	-	-	6,600	100%
TOTALS	349,331	160,785	(11,180)	338,151	52%

ORDINANCE NO. _____

11 Community Services

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 14-2019	5 % Re- Main.
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Salaries and Benefits

Base Salaries	113,069	55,959	(1,305)	111,764	50%
Overtime	-	1,422	3,000	3,000	0%
Social Security	9,462	4,405	(292)	9,170	52%
Municipal Retire. Sys.	17,575	7,612	(1,157)	16,418	54%
Worker's Comp.	509	232	(26)	483	52%
Medical Insurance	15,005	6,188	(1,614)	13,391	54%
Unemployment Ins.	340	335	-	340	1%
Longevity Pay	2,615	2,615	-	2,615	0%
Car Allowance	7,200	3,204	-	7,200	55%
Subtotal	165,775	81,972	(1,394)	164,381	50%

Supplies and Materials

Office Supplies	1,000	716	-	1,000	28%
Minor Supplies	1,000	250	-	1,000	75%
Postage	500	129	-	750	83%
Printing	1,000	474	-	1,000	53%
Subtotal	3,500	1,568	-	3,750	58%

Services and Other Charges

Summer Youth Prog.	-	473	-	-	0%
Elgin Local Landmark	2,000	-	-	2,000	100%
Communications	500	-	-	500	100%
Professional Serv.	3,500	935	-	3,500	73%
Special Events	8,750	4,533	-	8,750	48%
Utilities Telephone	10,750	3,070	(3,750)	7,000	56%
Utilities Electricity	-	456	900	900	49%
Information Tech.	4,800	2,586	-	4,800	46%
Dues & Member.	1,800	973	-	1,800	46%
Travel & Training	3,650	2,514	-	3,650	31%
Attorney Fees	-	40	100	100	60%
Gen. Liability Insurance	-	240	240	240	0%
Other	-	-	-	-	0%
Subtotal	35,750	15,819	(2,510)	33,240	52%

Capital Outlay

TOTALS

-	-	-	-	0%
205,025	99,359	(3,904)	201,371	51%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Parks and Recreation
017 Operations and Maint.

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
Base Salaries	240,501	100,494	(19,102)	221,399	55%
Overtime	12,972	4,324	-	12,972	67%
Social Security	20,072	8,059	(1,178)	18,894	57%
Muni. Retirement Sys.	37,850	15,734	(1,527)	36,323	57%
Worker's Comp.	7,336	4,255	882	8,218	48%
Medical Insurance	48,134	20,094	(7,212)	40,922	51%
Unemploy. Insurance	1,191	788	-	1,191	34%
Car Allowance	7,200	3,204	-	7,200	55%
Longevity Pay	915	1,175	260	1,175	0%
Subtotal	376,170	158,128	(27,877)	348,293	55%

Supplies and Materials

Office Supplies	900	-	-	900	100%
Minor Equipt./Supplies	25,000	12,673	-	25,000	49%
Chemicals	1,000	-	-	1,000	100%
Printing	1,905	1,708	1,000	2,905	41%
Fuel	5,000	3,848	4,000	9,000	57%
Uniforms	2,900	1,015	-	2,900	65%
Subtotal	36,705	19,245	-	36,705	48%

Services and Other Charges

Prog./Special Events	5,000	2,406	-	5,000	52%
Grounds Maint. -Contract	25,000	1,893	-	25,000	92%
Contract Services- Labor PT	10,000	7,080	-	10,000	29%
Utilities- Telephone	5,200	3,244	-	5,200	38%
Utilities- Electric	36,000	7,460	(10,000)	26,000	71%
Information Tech.	14,317	5,513	-	14,317	61%
Equipment Maint.	2,500	2,108	1,500	4,000	47%
Dues & Memberships	300	-	-	300	100%
Travel & Training	2,200	1,648	-	2,200	25%
Capital Equipt. Lease	12,048	6,002	-	12,048	50%
CC Machine and Fees	-	1,290	2,600	2,600	50%
Empolyee Drug Screening	-	197	197	197	0%
Gen Liability Insurance	-	240	240	240	0%
Vehicle Insurance	-	2,321	2,321	2,321	0%
Mobile Equipt. Insurance	-	369	369	369	0%
Property Insurance	-	1,657	1,657	1,657	0%
Subtotal	112,565	43,473	(1,069)	111,496	61%

FY 2018-19 Amendment #1 5/14/2019

Parks and Recreation 017 Operations and Maint.

(cont.)

Capital Outlay

Ford Crew Cab F250

60" zero turn mowers (2)

Turf Renovation Machine

TOTALS

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
31,190	-	3,000	34,190	100%
29,200	13,724	(13,724)	15,476	11%
12,000	-	-	12,000	100%
72,390	13,724	(10,724)	61,666	78%
597,830	234,569	(39,670)	558,159	58%

FY 2018-19 Amendment #1 5/14/2019

Parks and Recreation 016 Recreation Center

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
Base Salaries	133,536	55,433	(9,598)	123,938	55%
Overtime	500	-	-	500	0%
Social Security	10,344	4,183	(378)	9,966	58%
Muni. Retirement Sys.	5,726	2,181	(998)	4,728	54%
Workman's Compensation	5,655	2,391	-	5,655	58%
Medical Insurance	7,503	2,947	(378)	7,125	59%
Unemployment Insurance	1,701	978	-	1,701	43%
<i>Subtotal</i>	164,965	68,112	(11,352)	153,613	56%

Supplies and Materials

Office Supplies	515	364	-	515	29%
Minor Supplies	5,341	4,174	-	5,341	22%
Printing	1,000	180	-	1,000	82%
Uniforms	1,000	-	-	1,000	100%
<i>Subtotal</i>	7,856	4,718	-	7,856	40%

Services and Other Charges

Program/Special Events	-	-	3,000	3,000	0%
Utilities- Telephone	20,300	2,996	(5,000)	15,300	80%
Utilities- Electric	19,787	9,535	-	19,787	52%
Utilities- Gas	156	2,311	4,000	4,156	44%
Information Tech.	3,533	8,894	13,000	16,533	46%
Equipment Maint.	3,654	1,096	-	3,654	70%
Dues & Memberships	515	-	-	515	100%
Travel & Training	1,500	1,453	-	1,500	3%
Empolyee Drug Screening	-	229	230	230	1%
Gen Liability Insurance	-	240	240	240	0%
Property Insurance	-	7,044	7,044	7,044	0%
Other	1,000	-	(1,000)	-	0%
<i>Subtotal</i>	50,445	33,798	21,514	71,959	53%

Capital Outlay

	-	-	-	-	0%
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TOTALS

	<u>223,266</u>	<u>106,628</u>	<u>10,162</u>	<u>233,428</u>	54%
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FY 2018-19 Amendment #1 5/14/2019

Parks and Recreation 018 Swimming Pool Annual Appropriations

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
Base Salaries	99,120	-	-	99,120	100%
Social Security	7,632	-	-	7,632	100%
Muni. Retirement Sys.	-	-	-	-	0%
Worker's Compensation	4,173	-	-	4,173	100%
Medical Insurance	-	-	-	-	0%
Unemployment Insurance	510	-	-	510	100%
Longevity Pay	-	-	-	-	0%
<i>Subtotal</i>	<u>111,435</u>	<u>-</u>	<u>-</u>	<u>111,435</u>	<u>100%</u>

Supplies and Materials

Office Supplies	140	28	-	140	80%
Concession Products	10,000	-	-	10,000	100%
Pool Supplies Minor Equip.	5,000	130	-	5,000	97%
Minor Supplies	2,098	252	-	2,098	88%
Equipment Supplies	-	-	-	-	0%
Chemicals	7,800	151	-	7,800	98%
Uniforms	1,233	-	-	1,233	100%
<i>Subtotal</i>	<u>26,271</u>	<u>561</u>	<u>-</u>	<u>26,271</u>	<u>98%</u>

Services and Other Charges

Special Events	60	-	-	60	100%
Building Maint. Contract	-	-	-	-	0%
Utilities - Telephone	420	69	-	420	84%
Utilities - Electric	5,200	380	-	5,200	93%
Information Tech.	3,090	2,151	-	3,090	30%
Equipment Maint.	5,000	-	-	5,000	100%
Travel & Training	3,000	-	-	3,000	100%
Gen Liability Insurance	-	240	240	240	0%
Property Insurance	-	104	104	104	0%
Empolyee Drug Screening	1,000	-	-	1,000	100%
<i>Subtotal</i>	<u>17,770</u>	<u>2,944</u>	<u>344</u>	<u>18,114</u>	<u>84%</u>

Capital Outlay

	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
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TOTALS	155,476	3,505	344	155,820	98%
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FY 2018-19 Amendment #1 5/14/2019

**Parks and Recreation
019 Bldg. Operation & Maint.**

Annual Appropriations

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- Main.
Base Salaries	122,699	40,164	(24,996)	97,703	59%
Overtime	-	433	600	600	28%
Social Security	9,448	3,167	(1,851)	7,597	58%
Muni. Retirement Sys.	17,906	5,969	(3,751)	14,155	58%
Worker's Comp.	5,296	1,790	(429)	4,867	63%
Medical Insurance	30,011	5,560	(10,044)	19,967	72%
Unemploy. Insurance	680	486	-	680	29%
Longevity Pay	1,325	925	(400)	925	0%
Subtotal	187,365	58,496	(40,871)	146,494	60%

Supplies and Materials

Minor Supplies	1,800	1,446	-	1,800	20%
Fuel	2,500	-	-	2,500	100%
Uniforms	800	363	-	800	55%
Subtotal	5,100	1,809	-	5,100	65%

Services and Other Charges

Communications	420	-	-	420	100%
Building Maint. Contract	42,000	11,713	(22,000)	20,000	0%
Utilities- Telephone	-	2,793	5,400	5,400	0%
Utilities- Electricity	-	3,161	(3,000)	(3,000)	0%
Utilities- Gas	-	-	-	-	0%
Equipment Maint.	250	14	-	250	94%
Information Tech.	-	1,485	5,800	5,800	74%
Travel & Training	-	330	500	500	34%
Gen Liability Insurance	-	240	240	240	0%
Property Insurance	-	2,689	2,689	2,689	0%
Vehicle Insurance	-	387	387	387	0%
Subtotal	42,670	22,813	(9,984)	32,686	30%

Capital Outlay

Totals	235,135	83,118	(50,855)	184,280	55%
Park& Rec Totals	1,211,707	427,820	(80,019)	1,131,687	62%

Water and Wastewater Utility Funds

SUMMARY OF CHANGES - AMENDMENT #1 5-7-2019
WATER/WASTEWATER UTILITY FUNDS

<u>REVENUE</u>	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
Water Supply	2,654,025	1,325,860	-	2,654,025	50%
Sewer Coll/Treat.	2,474,817	1,128,479	-	2,474,817	54%
New Service	41,516	-	-	41,516	100%
Penalties	156,349	72,623	-	156,349	54%
Misc.	58,500	74,832	55,071	113,571	34%
Total	<u>5,385,207</u>	<u>2,601,795</u>	<u>55,071</u>	<u>5,440,278</u>	52%

<u>EXPENDITURES</u>	<u>Adopted</u>	<u>YTD</u>	<u>Increase/ (decrease)</u>	<u>Amended</u>	<u>% Re- maining</u>
Admin. Util. Billing	582,571	252,197	(85,431)	497,140	49%
Water Treatment	593,978	234,767	(17,502)	576,476	59%
Water Distribution	342,772	181,210	5,962	348,734	48%
Wastewater/Collect	235,886	89,801	(3,095)	232,791	61%
Wastewater/Treat.	441,205	183,326	3,755	444,960	59%
<u>Total Op Expenses</u>	<u>2,196,411</u>	<u>941,301</u>	<u>(96,311)</u>	<u>2,100,100</u>	55%

<u>Transfers out</u>					
Water Resources	1,644,088	-	101,096	1,745,184	100%
Sewer Rev. Source	<u>1,510,808</u>	<u>-</u>	<u>(15,392)</u>	<u>1,495,416</u>	100%
Total Transfers out	<u>3,154,896</u>	<u>-</u>	<u>85,704</u>	<u>3,240,600</u>	100%
 Total Exp and Transfers	 <u>5,351,307</u>	 <u>941,301</u>	 <u>(10,607)</u>	 <u>5,340,700</u>	 82%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Utility Fund	FY 2018-19	Y-T-D	Increase/	Amended	% Re-
Revenue	Adopted	Mar 31 '19	(decrease)	14-2019	maining
<u>Water Supply/Treatment</u>					
Water Consumption	2,640,667	1,311,184	-	2,640,667	50%
Aqua WSC	12,710	14,486	-	12,710	-14%
Bulk Water	648	189	-	648	71%
Subtotal	2,654,025	1,325,860	-	2,654,025	50%
<u>Sewer Collection/Treatment</u>					
Wastewater Collection	2,088,098	945,573	-	2,088,098	55%
Travis MUD 14 - Sewer	386,719	182,907	-	386,719	53%
Subtotal	2,474,817	1,128,479	-	2,474,817	54%
<u>New Service</u>					
Service Taps -Water	7,342	1,200	-	7,342	84%
Service Taps -Wastewater	4,174	1,200	-	4,174	71%
Meter Set Fee	30,000	300	-	30,000	99%
Subtotal	41,516	2,900	-	41,516	93%
<u>Penalties</u>					
Penalties	85,842	48,723	-	85,842	43%
Reconnect Fees	40,017	23,900	-	40,017	40%
Other	30,490	-	-	30,490	100%
Subtotal	156,349	72,623	-	156,349	54%
Returned Checks	1,500	990	-	1,500	34%
Interest Income	12,000	17,320	18,000	30,000	42%
Miscellaneous	9,000	-	-	9,000	100%
Refunds and Returns	-	37,071	37,071	37,071	0%
Credit Card Fees	6,000	2,889	-	6,000	52%
Internet Processing Fees	30,000	16,563	-	30,000	45%
Subtotal	58,500	74,832	55,071	113,571	34%
Total Revenue	5,385,207	2,604,695	55,071	5,440,278	52%

ORDINANCE NO. _____
 FY 2018-19 Amendment #1 5/14/2019

22

**Administration -
 Utility Billing**

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Salaries and Benefits

Base Salaries	238,155	118,810	(3,199)	234,956	49%
Longevity Pay	3,340	3,405	65	3,405	0%
Standby Pay	2,000	643	(357)	1,643	61%
Overtime	4,000	1,245	(1,000)	3,000	59%
Social Security	19,611	8,638	(1,307)	18,304	53%
Municipal Retire. Sys.	36,428	16,522	(2,043)	34,385	52%
Medical Insurance	43,551	14,985	(6,793)	36,758	59%
Worker's Comp.	4,780	497	(1,926)	2,854	83%
Unemployment Ins.	1,021	809	(142)	879	8%
Car Allowance	-	3,046	7,200	7,200	58%
Subtotal	352,886	168,599	(9,502)	343,384	51%

Supplies and Materials

Minor Supplies	2,600	619	-	2,600	76%
Office Supplies	3,500	1,733	-	3,500	50%
Small Tools	1,000	-	-	1,000	100%
Postage	17,500	7,372	(2,000)	15,500	52%
Printing	800	328	-	800	59%
Uniforms	1,000	308	-	1,000	69%
Fuel	3,800	2,656	1,500	5,300	50%
Subtotal	30,200	13,016	(500)	29,700	56%

Administration (Cont.)

Administration - Utility Billing

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-7-2019	% Re- Main.
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Services/Other Charges

Meters	100,000	19,829	(80,171)	19,829	0%
Buildings & Grounds	762	83	-	762	89%
Billing Services	10,000	3,203	(2,500)	7,500	57%
Collection Expenses	500	27	-	500	95%
CC Machine and Fees	30,000	19,423	10,000	40,000	51%
Equipment Maint.	500	-	-	500	100%
Contract Services	-	7,848	8,000	8,000	2%
Information Tech.	23,859	7,267	(6,000)	17,859	59%
Utilities- Electric	1,169	456	-	1,169	61%
Utilities- Telephone	5,628	3,148	-	5,628	44%
Utilities - Natural Gas	11,400	-	(10,000)	1,400	100%
Engineering Services	5,000	3,014	-	5,000	40%
Dues & Memberships	1,000	89	-	1,000	91%
Travel & Training	4,167	1,226	-	4,167	71%
Legal Services	-	2,461	4,000	4,000	38%
Vehicle Maintenance	3,500	1,266	-	3,500	64%
Gen Liability Insurance	-	240	240	240	0%
Vehicle Insurance	-	774	774	774	0%
Property Insurance	-	228	228	228	0%
Miscellaneous	-	-	-	-	0%
Subtotal	197,485	70,582	(75,429)	122,056	42%

Non-Capital Outlay

IT Hardware- Computers	2,000	-	-	2,000	100%
Subtotal	2,000	-	-	2,000	100%
Total	582,571	252,197	(85,431)	497,140	49%

ORDINANCE NO. _____

23 FY 2018-19 Amendment #1 5/14/2019

Utility Fund

Water Treatment

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5 14-2019	% Re- maining
Base Salaries	82,638	45,286	3,173	85,811	47%
Longevity Pay	1,470	1,470	-	1,470	0%
Standby Pay	4,108	1,828	(280)	3,828	52%
Overtime	15,468	6,347	(2,121)	13,347	52%
Social Security	7,667	3,817	615	8,282	54%
Municipal Retire. Sys.	14,242	7,181	1,191	15,433	53%
Medical Insurance	14,517	6,549	(710)	13,807	53%
Worker's Comp.	5,666	2,292	-	5,666	60%
Unemployment Ins.	340	324	-	340	5%
Subtotal	146,116	75,095	1,868	147,984	49%

Supplies and Materials

Office Supplies	739	155	-	739	79%
Safety Supplies	250	405	250	500	19%
Minor tools	1,000	323	(250)	750	57%
Uniforms	947	413	-	947	56%
Chemicals	20,000	12,833	-	20,000	36%
Fuel	6,000	1,882	(1,500)	4,500	58%
Subtotal	28,936	16,011	(1,500)	27,436	42%

Utility Fund**Water Treatment**

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 14-2019	5	% Re- maining
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Services/Other Charges

Pumps and Motors	20,000	10,465	-	20,000	48%
Well Maintenance	10,000	27	-	10,000	100%
Water Plant Maint.	22,000	9,992	-	22,000	55%
Water Tank Maint.	9,500	103	-	9,500	99%
Buildings & Grounds	900	237	-	900	74%
Equipt/Mach Maint.	2,000	117	-	2,000	94%
Vehicle Maintenance	1,500	2,549	2,000	3,500	27%
Utilities- Telephone	18,000	5,226	(4,000)	14,000	63%
Utilities- Electric	160,949	56,548	(30,000)	130,949	57%
Telemetry System	8,200	4,773	-	8,200	42%
Information Tech.	2,200	2,052	2,000	4,200	51%
Travel & Training	800	245	-	800	69%
Professional Serv.	6,850	-	-	6,850	100%
Dues & Memberships	129	-	-	129	100%
Lost Pines User Fee	68,160	34,080	-	68,160	50%
Testing/Lab Fees	5,000	1,117	-	5,000	78%
Gen Liability Insurance	-	240	240	240	0%
Vehicle Insurance	-	1,160	1,160	1,160	0%
Mobile Equipt Ins.	-	558	558	558	0%
Property Insurance	-	5,722	5,722	5,722	0%
TCEQ Operating Fee	4,000	8,450	4,450	8,450	0%
Subtotal	340,186	143,662	(17,870)	322,316	55%

Non-Capital Outlay

IT Hardware- Computers	1,000	-	-	1,000	100%
Power Hand Tools Equipt.	2,000	-	-	2,000	100%
Subtotal	3,000	-	-	3,000	100%

Capital Outlay

1/2 ton Pick-up	31,990	-	-	31,990	100%
Kubota Tractor Bucket -PF	36,440	-	-	36,440	100%
Zero turn Mower *	7,310	-	-	7,310	100%
Subtotal	75,740	-	-	75,740	100%
TOTALS	593,978	234,767	(17,502)	576,476	59%

* Split costs with Wastewater 50-50 Dept 26

ORDINANCE NO. _____
24 FY 2018-19 Amendment #1 5/14/2019

Utility Fund
Water Distribution

Salaries and Benefits

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5 14-2019	% Re- maining
Base Salaries	148,138	80,153	(860)	147,278	46%
Longevity Pay	4,660	4,820	166	4,826	0%
Standby Pay	2,000	1,038	(412)	1,588	35%
Overtime	21,999	7,219	(5,780)	16,219	55%
Social Security	13,459	6,232	-	13,459	54%
Municipal Retire. Sys.	25,000	12,114	-	25,000	52%
Medical Insurance	29,034	12,034	(2,484)	26,550	55%
Worker's Comp.	9,946	4,054	692	10,638	62%
Unemployment Ins.	680	609	-	680	10%

Subtotal	254,916	128,273	(8,678)	246,238	48%
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Supplies and Materials

Office Supplies	1,000	415	-	1,000	58%
Minor Supplies	1,500	525	-	1,500	65%
Small Tools	1,000	552	-	1,000	45%
Bedding Material	8,500	3,998	-	8,500	53%
Fuel	6,000	3,451	1,000	7,000	51%
Uniforms	2,270	1,215	-	2,270	46%

Subtotal	20,270	10,155	1,000	21,270	52%
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Services/Other Charges

Bldgs & Grounds	200	13	-	200	94%
Mains and Valves	18,000	3,305	-	18,000	82%
Hydrants/Valves	2,500	737	-	2,500	71%
Water Lines	20,000	9,846	-	20,000	51%
Vehicle Maint.	4,700	1,035	-	4,700	78%
Equipt. Maint.	5,000	2,839	-	5,000	43%
Utilities- Telephone	776	4,186	-	776	-439%
Utilities- Electric	-	1,122	2,000	2,000	44%
Information Tech.	3,500	3,251	-	3,500	7%
Dues & Memberships	250	111	-	250	56%
Travel & Training	1,500	554	-	1,500	63%
Cap. Equipt. Lease	8,160	4,144	-	8,160	49%
Gen Liability Insurance	-	240	240	240	0%
Vehicle Insurance	-	2,321	2,321	2,321	0%
Mobile Equipt Ins.	-	36	36	36	1%
Property Insurance	-	9,043	9,043	9,043	0%

Subtotal	64,586	42,781	13,640	78,226	0%
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Water Distribution

Non-Capital Outlay

IT Hardware- Computers	1,000	-	-	1,000	100%
Power Hand Tools Equipt.	<u>2,000</u>	<u>-</u>	<u>-</u>	<u>2,000</u>	100%
<i>Subtotal</i>	3,000	-	-	3,000	100%

Capital Outlay

Heavy Duty F550'*	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	0%
<i>Subtotal</i>	-	-	-	-	0%

TOTALS	<u>342,772</u>	<u>181,210</u>	<u>5,962</u>	<u>348,734</u>	0%
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ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

28

Wastewater Collection

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Salaries and Benefits

Base Salaries	64,730	33,132	218	64,948	49%
Longevity Pay	420	110	(310)	110	0%
Standby Pay	1,500	790	90	1,590	50%
Overtime	6,800	3,511	311	7,111	51%
Social Security	5,656	2,579	(300)	5,356	52%
Municipal Retire. Sys.	10,505	4,857	(557)	9,948	51%
Medical Insurance	15,005	5,494	(2,253)	12,752	57%
Worker's Comp.	2,615	1,045	(296)	2,319	55%
Unemployment Ins.	340	342	2	342	0%
<i>Subtotal</i>	<u>107,571</u>	<u>51,861</u>	<u>(3,095)</u>	<u>104,476</u>	<u>50%</u>

Supplies and Materials

Minor Supplies	250	240	-	250	4%
Small Tools	1,000	-	-	1,000	100%
Uniforms	1,000	495	-	1,000	51%
Bedding Material	3,500	-	-	3,500	100%
Fuel	<u>3,000</u>	<u>1,726</u>	<u>-</u>	<u>3,000</u>	<u>42%</u>
<i>Subtotal</i>	<u>8,750</u>	<u>2,461</u>	<u>-</u>	<u>8,750</u>	<u>72%</u>

Services/Other Charges

Manholes and Pipe	12,000	873	(5,000)	7,000	88%
Lift Stations /Pumps	25,000	5,792	(6,034)	18,966	69%
Equipment Maint. WWTP	3,000	342	-	3,000	89%
Vehicle Maintenance	1,200	94	-	1,200	92%
Utilities - Electricity	56,535	10,862	-	56,535	81%
Information Tech.	3,600	2,649	1,698	5,298	50%
Travel & Training	250	325	-	250	-30%
Legal Services	250	2,122	2,500	2,750	23%
Util.- Elm Creek Water	600	-	-	600	100%
Gen Liability Insurance	-	240	240	240	0%
Vehicle Insurance	-	1,160	1,160	1,160	0%
Mobile Equipt Ins.	-	865	865	865	0%
Property Insurance	-	4,571	4,571	4,571	0%
Cap METRO Ease. Fees	<u>6,500</u>	<u>5,544</u>	<u>-</u>	<u>6,500</u>	<u>15%</u>
<i>Subtotal</i>	<u>108,935</u>	<u>35,440</u>	<u>-</u>	<u>108,935</u>	<u>67%</u>

Wastewater Collection**Non-Capital Outlay**

Hand tools	2,500	40	-	2,500	98%
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<i>Subtotal</i>	2,500	40	-	2,500	98%
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Capital Outlay

Pro Track Crawler Camera	8,130	-	-	8,130	100%
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<i>Subtotal</i>	8,130	-	-	8,130	100%
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TOTALS	235,886	89,801	(3,095)	232,791	61%
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ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Utility Fund

**Wastewater
Treatment**

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Salaries and Benefits

Base Salaries	82,701	44,370	(1,745)	80,956	45%
Longevity Pay	750	750	-	750	0%
Standby Pay	6,000	1,907	(2,093)	3,907	51%
Overtime	7,000	2,758	(1,242)	5,758	52%
Social Security	7,427	3,429	-	7,427	54%
Municipal Retire. Sys.	13,795	6,438	(874)	12,921	50%
Medical Insurance	7,427	5,993	5,824	13,251	55%
Worker's Comp.	3,434	1,405	-	3,434	59%
Unemployment Ins.	340	314	-	340	8%
Subtotal	128,874	67,364	(130)	128,744	48%

Supplies and Materials

Office Supplies	250	218	-	250	13%
Minor Supplies (safety)	500	254	-	500	49%
Testing Supplies	2,500	364	-	2,500	85%
Uniforms	1,500	784	-	1,500	48%
Chemicals	80,000	38,694	-	80,000	52%
Fuel	1,800	1,125	-	1,800	37%
Subtotal	86,550	41,439	-	86,550	52%

Services/Other Charges

WW Plant Maintenance	37,000	4,633	-	37,000	87%
Buildings & Grounds	1,200	166	-	1,200	86%
Equipment Maint.	2,000	217	-	2,000	89%
Vehicle Maint	1,200	20	-	1,200	98%
Utilities- Telephone	6,036	5,256	-	6,036	13%
Utilities- Electric	56,535	26,215	-	56,535	54%
Information Tech.	4,000	2,591	-	4,000	35%
Util.- Elm Creek Water	-	129	-	-	#DIV/0!
Travel & Training	250	395	-	250	-58%
Dues & Memberships	100	111	-	100	-11%
Legal Services	250	-	-	250	100%
Engineering	500	-	-	500	100%
Sludge Removal -Con.	42,000	21,120	-	42,000	50%
Testing/Lab Fees	15,000	3,793	-	15,000	75%
TCEQ Operating Fee	9,000	5,004	-	9,000	44%
Gen Liability Insurance	-	240	250	250	4%
Vehicle Insurance	-	774	775	775	0%
Property Insurance	-	3,859	2,860	2,860	-35%
Subtotal	175,071	74,523	3,885	178,956	58%

Non-Capital Outlay

IT Hardware- Computers	1,000	-	-	1,000	100%
Hand tools	2,500	-	-	2,500	100%
Subtotal	3,500	-	-	3,500	100%

Utility Fund
Wastewater
Treatment

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Capital Outlay

Zero turn Mower **	7,310	-	-	7,310	100%
Alum Regulator	33,000	-	-	33,000	100%
New gate opener	6,900	-	-	6,900	100%
<i>Subtotal</i>	47,210	-	-	47,210	100%
TOTALS	<u>441,205</u>	<u>183,326</u>	<u>3,755</u>	<u>444,960</u>	59%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

029

**Utility Fund
Transfers Out**

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended <u>5-7-2019</u>	% Re-Main.
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Transfers Out of -

- Water System Resources

To General Fund	678,223	-	-	678,223	100%
To I&S Bond Fund	858,312	-	106,856	965,168	100%
To Notes and Loans	5,760	-	(5,760)	-	0%
To Capital Leases	<u>101,793</u>	<u>-</u>	<u>-</u>	<u>101,793</u>	100%
Subtotal	1,644,088	-	101,096	1,745,184	100%

Transfers Out of-

- Sewer System Resources

To General Fund	554,909	-	-	554,909	100%
To I&S Bond Fund	913,659	-	26,848	940,507	100%
To Notes and Loans	<u>42,240</u>	<u>-</u>	<u>(42,240)</u>	<u>-</u>	0%
Subtotal	1,510,808	-	(15,392)	1,495,416	100%
Total Transfers	<u><u>3,154,896</u></u>	<u><u>-</u></u>	<u><u>85,704</u></u>	<u><u>3,240,600</u></u>	100%

Debt Service Funds

ORDINANCE NO. _____
 FY 2018-19 Amendment #1 5/14/2019
Debt Service (I&S) Fund - Summary Revenue and Expenditures
003

Revenue (Resources)	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
General Govern't					
Property Taxes	1,114,927	1,258,469	208,500	1,323,427	5%
<i>Subtotal</i>	1,114,927	1,258,469	208,500	1,323,427	5%
Utility Funds					
Water Rev. Bond Debt	858,312	-	106,856	965,168	100%
Water Rev. Cap Leases	107,553	-	-	107,553	100%
Sewer Revenue	955,899	-	26,848	982,747	100%
Interest Income	43,088	-	-	43,088	100%
<i>Subtotal</i>	1,964,852	-	133,704	2,055,468	100%
Total Funds Available	<u>3,079,779</u>	<u>1,258,469</u>	<u>342,204</u>	<u>3,378,895</u>	63%
Expenditures					
General Govern't					
Bonded Debt	1,052,765	199,994	10,739	1,063,504	81%
Capital Leases	-	-	-	-	0%
<i>Subtotal</i>	1,052,765	199,994	10,739	1,063,504	81%
Utility Funds					
Bonded Debt	1,772,818	488,605	133,805	1,906,623	74%
Notes and Loans	48,000	-	(48,000)	-	100%
Capital Leases	101,794	50,897	-	101,794	50%
<i>Subtotal</i>	1,922,612	539,501	85,805	2,008,417	73%
TOTALS	<u>2,975,377</u>	<u>739,495</u>	<u>96,544</u>	<u>3,071,921</u>	76%

ORDINANCE NO. _____

FY 2018-19 Amendment #1 5/14/2019

Debt Service I&S Fund
03-00

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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General Government

* Current Taxes	932,208	1,112,410	190,000	1,122,208	1%
Delinquent Taxes	154,801	120,558	-	154,801	22%
Prior Year Delinq. Taxes	12,236	16,805	8,000	20,236	17%
Penalty & Interest	15,579	8,593	-	15,579	45%
Interest Income	103	103	500	603	83%
<i>Subtotal</i>	1,114,927	1,258,468	198,500	1,313,427	4%

Utility Fund

Transfer In- Water Rev.					
Debt Payment on Bonds	858,312	-	-	858,312	100%
Debt Payment on Cap Leases	101,793	-	-	101,793	100%
Debt Payment on Notes	5,760	-	-	5,760	100%
Transfer In- Sewer Rev.					
Debt Payment on Bonds	955,899	-	-	955,899	100%
Debt Payment on Notes **	42,240	-	-	42,240	100%
Interest Income	848	-	-	848	100%
<i>Subtotal</i>	1,964,852	-	-	1,964,852	100%
TOTALS	<u>3,079,779</u>	<u>1,258,468</u>	<u>198,500</u>	<u>3,278,279</u>	62%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

003- Debt Service I&S
31 Gen. Gov. Fund

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- mainin g
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Revenue

Current Taxes	932,208	1,112,410	200,000	1,132,208	2%
Delinquent Taxes	154,801	120,558	-	154,801	22%
Prior Year Delinq. Taxes	12,236	16,805	8,000	20,236	17%
Penalty & Interest	15,579	8,593	-	15,579	45%
Interest Income	103	103	500	603	83%
Total	1,114,927	1,258,469	208,500	1,323,427	5%

Expenditures

Debt Issues by Series

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- mainin g
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Series

2007	T/R Co - Principal	100,000	-	-	100,000	100%
	T/R Co - Interest	46,804	23,402	-	46,804	50%
	T/R Co - Pay Agent	425	-	-	425	100%
2009	T/R Co - Principal	65,000	-	-	65,000	100%
	T/R Co - Interest	41,168	20,584	-	41,168	50%
	T/R Co - Pay Agent	1,000	-	-	1,000	100%
2011	GO - CO - Principal	41,250	-	-	41,250	100%
	GO - CO - Interest	36,268	18,134	-	36,268	50%
	CO"s Paying Agent	300	-	-	300	100%
2013	GO Comb T/R - Prin.	81,149	-	-	81,149	100%
	GO Comb T/R Co - Int.	61,170	30,059	-	61,170	51%
	Principal Limit Ref Bond	138,202	-	-	138,202	100%
	Refunding Interest	16,281	8,141	-	16,281	50%
	Paying Agent	600	-	-	600	100%
2015	Principal	225,000	-	-	225,000	100%
	Interest	197,750	98,875	-	197,750	50%
	Paying Agent	400	800	-	400	-100%
2019A	Principal	-	-	7,435	7,435	100%
	Interest	-	-	3,304	3,304	100%
TOTAL		1,052,765	199,994	10,739	1,063,504	81%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Utility Funded Debt
Revenue

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
Transfer In- Water Rev.					
Debt Payment on Bonds	858,312	-	106,856	965,168	100%
Debt Payment on Cap Leases	101,793	-	-	101,793	100%
Debt Payment on Notes	5,760	-	-	5,760	100%
Transfer In- Sewer Rev.					
Debt Payment on Bonds	955,899	-	26,848	982,747	100%
Debt Payment on Notes **	42,240	-	-	42,240	100%
Interest Income	848	-	-	848	100%
Subtotal	1,964,852	-	133,704	2,098,556	100%

Add 2019A Bonds

Expenditures
Water/Wastewater CO's

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
Series 2008					
RDA II - Principal	38,000	38,000	-	38,000	0%
RDA II - Interest	98,794	48,344	-	98,794	51%
RDA II - Pay Agent	750	850	100	850	0%
Series 2009					
RDA II - Principal	12,000	12,000	-	12,000	0%
RDA II - Interest	25,703	13,066	-	25,703	49%
RDA II - Pay Agent	750	2,108	-	750	-181%
Series 2011					
WW - CO - Principal	288,750	-	-	288,750	100%
WW - CO - Interest	253,873	126,936	-	253,873	50%
CO's Paying Agent	-	-	-	-	0%
Series 2013					
WW Comb T/R Co - Principal	43,851	-	-	43,851	100%
WW Comb T/R Co - Interest	33,055	17,054	-	33,055	48%
WW Ltd Ref Bond - Principal	66,798	-	-	66,798	100%
WW Ltd Ref Bond - Interest	7,869	3,935	-	7,869	50%
Series 2015					
Refunding Of CO Principal	115,000	-	-	115,000	100%
Refunding Of CO Interest	115,575	57,788	-	115,575	50%
Refunding Of CO Pay Agent	400	-	-	400	100%
Series 2016					
CO Tax & Revenue-Principal	335,000	168,525	-	335,000	50%
CO Tax & Revenue-Interest	336,650	-	-	336,650	100%

Expenditures
Water/Wastewater CO's

(Cont.)

Series 2019A

CO Tax & Revenue-Principal

CO Tax & Revenue-Interest

Bond Issue Costs

Subtotal Bonds

Notes and Loans -

New* -Loan for Acquisition of Equipt.

- Principal

- Interest

Capital Leases

Southside Bank - Principal

Southside Bank - Interest

Subtotal

TOTAL

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
			-	
-	-	92,565	92,565	100%
-	-	41,140	41,140	100%
-	-	-	-	0%
1,772,818	488,605	133,805	1,906,623	74%
48,000	-	(48,000)	-	0%
-	-	-	-	0%
48,000	-	(48,000)	-	0%
99,106	48,952	-	99,106	51%
2,688	1,945	-	2,688	28%
101,794	50,897	-	101,794	50%
1,922,612	539,501	85,805	2,008,417	73%

Special Revenue Funds

FY 2018-19 Amendment #1 5/14/2019
Special Revenue Funds -
Summary Revenue and Expenditures

Special Revenue

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Red Light Camera Fund:

Revenue	808,500	388,550	12,000	820,500	53%
Expenditures	<u>993,453</u>	<u>542,478</u>	<u>-</u>	<u>993,453</u>	45%
	(184,953)	(153,928)	12,000	(172,953)	46,245

Hotel-Motel Tax Fund:

Revenue	130,505	17,516	-	128,005	86%
Expenditures	<u>96,500</u>	<u>65,359</u>	<u>41,000</u>	<u>137,500</u>	52%
	34,005	(47,843)	(41,000)	(9,495)	101,909

Main Street Program:

Revenue	57,800	31,875	500	58,300	45%
Expenditures	<u>70,370</u>	<u>41,914</u>	<u>-</u>	<u>70,370</u>	40%
	(12,570)	(10,039)	500	(12,070)	25,366

Cable Franchise Subscriber Fee:

Revenue	17,450	14,103	317	17,767	21%
Expenditures	<u>4,500</u>	<u>-</u>	<u>3,000</u>	<u>7,500</u>	100%
	12,950	14,103	(2,683)	10,267	109,397

Court Tech. & Security Funds

Revenue	18,000	7,986	500	18,500	57%
Expenditures	<u>18,533</u>	<u>5,601</u>	<u>(4,720)</u>	<u>13,813</u>	59%
	(533)	2,386	5,220	4,687	43,293

Water Impact Fees

Revenue	176,200	7,423	1,600	177,800	96%
Expenditures	<u>325,000</u>	<u>6,000</u>	<u>8,945</u>	<u>333,945</u>	98%
	(148,800)	1,423	(7,345)	(156,145)	69,778

Wasterwater Impact Fees

Revenue	117,802	15,203	800	118,602	87%
Expenditures	<u>150,000</u>	<u>-</u>	<u>8,945</u>	<u>158,945</u>	100%
	(32,198)	15,203	(8,145)	(40,343)	103,578

ORDINANCE NO. _____
 FY 2018-19 Amendment #1 5/14/2019

72 Red Light Camera Fund

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
<u>Revenue</u>					
Fines	800,000	375,344	-	800,000	53%
Interest Income	<u>8,500</u>	<u>13,206</u>	<u>12,000</u>	<u>20,500</u>	36%
<i>Subtotal</i>	808,500	388,550	12,000	820,500	53%
TOTALS	<u>808,500</u>	<u>388,550</u>	<u>12,000</u>	<u>820,500</u>	53%
<u>Expenditures</u>					
<i>Services/Other Charges</i>					
Signal Equipment - ATS	237,543	99,615	-	237,543	58%
Collection Fees- ATS	48,748	15,701	-	48,748	68%
Signal Op Exp.(refunds)	2,195	562	-	2,195	74%
Red Light Trauma State	<u>256,923</u>	<u>198,023</u>	<u>-</u>	<u>256,923</u>	23%
<i>Subtotal</i>	545,409	313,900	-	545,409	42%
<i>EPD Capital Equipment</i>					
Police Vehicles	96,000	96,000	-	96,000	0%
IT Equipment	<u>192,044</u>	<u>132,578</u>	<u>-</u>	<u>192,044</u>	31%
<i>Subtotal</i>	288,044	228,578	-	288,044	21%
<i>Transfer Out</i>	<u>160,000</u>	<u>-</u>	<u>-</u>	<u>160,000</u>	100%
TOTALS	<u>993,453</u>	<u>542,478</u>	<u>-</u>	<u>993,453</u>	45%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Hotel-Motel Tax Fund	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
<u>Revenue</u>					
<i>Taxes</i>					
Tax Collections	128,005	17,516	-	128,005	86%
Interest Income	2,500	-	-	-	#DIV/0!
<i>Subtotal</i>	130,505	17,516	-	128,005	86%
TOTALS	<u>130,505</u>	<u>17,516</u>	<u>-</u>	<u>128,005</u>	86%
<u>Expenditures</u>					
<i>Community Support</i>					
Elgin Chamber of Comm.	50,000	50,000	-	50,000	0%
Elgin Historical Assoc.	6,000	6,000	-	6,000	0%
Utilities- Electric	-	-	9,500	9,500	100%
General Liability Insurance	-	-	-	-	0%
Property Insurance	-	-	-	-	0%
<i>Subtotal</i>	56,000	56,000	9,500	65,500	15%
<i>Community Projects</i>					
Union Depot	5,000	8	(4,000)	1,000	99%
Holiday Lights	5,000	1,916	-	5,000	62%
Nofsinger House	5,000	205	-	5,000	96%
Banner Program	5,000	1,285	-	5,000	74%
Promotional Signage Prog.	14,000	2,632	-	14,000	81%
Freight Depot	6,500	3,314	(6,500)	-	#DIV/0!
<i>Subtotal</i>	40,500	9,359	(10,500)	30,000	69%
<i>Capital Outlay</i>					
Renovation - Museum roof	-	-	21,000	21,000	100%
Renov.- R/R dormers Museum	-	-	7,000	7,000	100%
Replace Roof C of C Bldg.	-	-	14,000	14,000	100%
<i>Subtotal</i>	-	-	42,000	42,000	100%
TOTALS	<u>96,500</u>	<u>65,359</u>	<u>41,000</u>	<u>137,500</u>	52%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Elgin Main Street
19 Board

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Revenue

Hogeye Festival	55,000	30,875	-	55,000	44%
Fundraising	500	1,000	500	1,000	0%
Interest Income	200	-	-	200	100%
Holiday Lighting	2,000	-	-	2,000	100%
Flags	100	-	-	100	100%
<i>Subtotal</i>	<u>57,800</u>	<u>31,875</u>	<u>500</u>	<u>58,300</u>	#DIV/0!

TOTALS

<u>57,800</u>	<u>31,875</u>	<u>500</u>	<u>58,300</u>	<u>#DIV/0!</u>
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Expenditures

Supplies and Materials

Office Supplies	250	85	-	250	66%
Printing	-	-	-	-	0%
<i>Subtotal</i>	<u>250</u>	<u>85</u>	<u>-</u>	<u>250</u>	<u>66%</u>

Services and Other Charges

Promo Tourism	8,500	4,170	-	8,500	51%
Downtown Improve.	5,000	-	-	5,000	100%
Fundraising	500	-	-	500	100%
Dues Subs. & Publishing	250	-	-	250	100%
Travel Training	2,100	-	-	2,100	100%
Design Committee	5,000	778	-	5,000	84%
Business Dev. Comm.	6,000	2,076	-	6,000	65%
Downtown 78621	5,270	1,600	-	5,270	70%
Hogeye Festival	37,000	33,706	-	37,000	9%
Holiday Christmas	500	(500)	-	500	200%
<i>Subtotal</i>	<u>70,120</u>	<u>41,829</u>	<u>-</u>	<u>70,120</u>	<u>40%</u>

TOTALS

<u>70,370</u>	<u>41,914</u>	<u>-</u>	<u>70,370</u>	<u>40%</u>
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ORDINANCE NO. _____
 FY 2018-19 Amendment #1 5/14/2019

**Cable Franchise
 Subscriber's Fee**

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Revenue

Miscellaneous

Cable Franchise - Ch 10	16,000	12,336	-	16,000	23%
Law Enforcement Ed.	1,450	1,767	317	1,767	0%
Other	-	-	-	-	0%
<i>Subtotal</i>	17,450	14,103	317	17,767	21%
TOTALS	<u>17,450</u>	<u>14,103</u>	<u>317</u>	<u>17,767</u>	21%

Expenditures

Services and Other Charges

Law Enforcement Training	4,500	-	3,000	7,500	100%
Refunds	-	-	-	-	0%
Miscellaneous	-	-	-	-	0%
<i>Subtotal</i>	4,500	-	3,000	7,500	100%
TOTALS	<u>4,500</u>	<u>-</u>	<u>3,000</u>	<u>7,500</u>	100%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

**Court Technology
Security Funds**

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Revenue

Court Fees and Charges

Child Safety Fees	1,000	-	-	1,000	100%
Arrest Fees	500	-	-	500	100%
Interest Income	500	507	500	1,000	49%
Court Security	7,500	3,184	-	7,500	58%
Court Technology	8,500	4,296	-	8,500	49%
<i>Subtotal</i>	18,000	7,986	500	18,500	57%
TOTALS	<u>18,000</u>	<u>7,986</u>	<u>500</u>	<u>18,500</u>	57%

Expenditures

Salaries and Benefits

Court Security

Base Salaries (Bailiff)	6,500	1,455	(3,000)	3,500	58%
Social Security	2,002	111	(1,000)	1,002	89%
Worker's Compensation	1,191	68	(600)	591	88%
Unemploy. Insurance	340	26	(120)	220	88%
<i>Subtotal</i>	10,033	1,660	(4,720)	5,313	69%

Services and Other Charges

Court Security

AXON Camera and Taser	-	-	-	-	0%
<i>Subtotal</i>	-	-	-	-	-

Court Technology

Information Tech.	8,500	3,940	-	8,500	54%
<i>Subtotal</i>	8,500	3,940	-	8,500	54%
TOTALS	<u>18,533</u>	<u>5,601</u>	<u>(4,720)</u>	<u>13,813</u>	59%

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Water Impact Fee

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Revenue

Impact Fees	175,000	6,000	-	175,000	97%
Interest Income	1,200	1,423	1,600	2,800	49%
Other	-	-	-	-	0%
<i>Subtotal</i>	<u>176,200</u>	<u>7,423</u>	<u>1,600</u>	<u>177,800</u>	<u>96%</u>
TOTALS	<u>176,200</u>	<u>7,423</u>	<u>1,600</u>	<u>177,800</u>	<u>1</u>

Expenditures

Services and Other Charges

Engineering	-	-	8,945	8,945	100%
Miscellaneous	-	-	-	-	0%
<i>Subtotal</i>	<u>-</u>	<u>-</u>	<u>8,945</u>	<u>8,945</u>	<u>100%</u>

Transfers Out

Transfer to CO 16 Fund	<u>325,000</u>	<u>6,000</u>	<u>-</u>	<u>325,000</u>	<u>98%</u>
<i>Subtotal</i>	<u>325,000</u>	<u>6,000</u>	<u>-</u>	<u>325,000</u>	<u>98%</u>
TOTALS	<u>325,000</u>	<u>6,000</u>	<u>8,945</u>	<u>333,945</u>	<u>98%</u>

ORDINANCE NO. _____
FY 2018-19 Amendment #1 5/14/2019

Sewer Impact Fees

FY 2018-19 Adopted	FY 2018-19 Mar 31 140	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Revenue

Fees

Impact Fees	117,002	14,400	-	117,002	88%
Interest Income	800	803	800	1,600	50%
Other	-	-	-	-	0%
<i>Subtotal</i>	<u>117,802</u>	<u>15,203</u>	<u>800</u>	<u>118,602</u>	<u>87%</u>
TOTALS	<u><u>117,802</u></u>	<u><u>15,203</u></u>	<u><u>800</u></u>	<u><u>118,602</u></u>	<u><u>87%</u></u>

Expenditures

Services and Other Charges

Engineering	-	-	8,945	8,945	100%
Miscellaneous	-	-	-	-	0%
<i>Subtotal</i>	<u>-</u>	<u>-</u>	<u>8,945</u>	<u>8,945</u>	<u>100%</u>

Capital Outlay

Sewer Line Extension	-	-	-	-	0%
Other	-	-	-	-	0%
<i>Subtotal</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>

Transfers Out

Transfer to CO 16 Fund	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>150,000</u>
<i>Subtotal</i>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>150,000</u>	<u>150,000</u>
TOTALS	<u><u>150,000</u></u>	<u><u>-</u></u>	<u><u>8,945</u></u>	<u><u>158,945</u></u>	<u><u>150,001</u></u>

**Tax Increment
Re-investment Zone Funds
(TIRZ # 1)**

ORDINANCE NO. _____

FY 2018-19 Amendment #1 5/14/2019

**31 TIRZ # 1 Operating &
Debt Service Fund**

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
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Revenue

Taxes

City of Elgin	-	-	176,380	176,380	100%
Bastrop County	-	-	88,467	88,467	100%
Interest Income	-	9,577	20,000	20,000	52%
Subtotal	-	9,577	284,847	284,847	97%
TOTAL					97%

Expenditures

31-000

Operating Charges

Utilities-Electric	-	142	994	994	86%
Legal Services	-	40	50	50	20%
Engineering	-	-	-	-	0%
Subtotal	-	182	1,044	1,044	83%

Debt Service

Pay Agent Fee TIRZ CO					
Principal TIRZ CO	-	-	90,000	90,000	100%
Interest TIRZ CO	-	-	65,439	65,439	100%
Subtotal	-	-	155,439	155,439	100%
TOTAL					100%

41 TIRZ # 1 -
Bond Projects

FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-7-2019
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Revenue

Bond Proceeds

2019B TIRZ Bonds	-	-	5,788,765	5,788,765	100%
<i>Subtotal</i>	-	-	5,788,765	5,788,765	100%

Expenditures

Bond Expenses

Cost of Issuance	-	141,065	141,065	141,065	100%
Advertisement	-	460	460	460	100%
<i>Subtotal</i>	-	141,525	141,525	141,525	100%

Capital Improvements

Dildy/Rivers Phase II					
Transfer to CO 16 Fund	-	2,748,746	2,748,746		0%

Dildy/Rivers Phase III

Engineering	-	105,442	186,905	186,905	44%
Construction	-	-	2,711,589	2,711,589	100%
<i>Subtotal</i>	-	105,442	5,647,240	5,647,240	98%
TOTALS	-	246,967	5,788,765	5,788,765	96%

Economic Development Corporation Fund

ELGIN ECONOMIC DEVELOPMENT CORP.

FY 2018-19 Amendment#1

5/14/2019

Admin. Operations

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
REVENUE					
Sales Tax	780,118	368,344	(7,801)	772,317	52%
Interest Income	5,000	6,173	6,000	11,000	44%
Total Fund Revenue	785,118	374,517	(1,801)	783,317	52%

EXPENDITURES

Salaries and Benefits

Salary	177,736	49,924	(29,398)	148,338	66%
Longevity	175	175	-	175	0%
Overtime	275	-	-	275	100%
Social Security	14,275	3,790	(6,108)	8,167	54%
Retirement	26,515	7,654	(11,191)	15,324	50%
Group Insurance	18,745	3,107	(6,129)	12,616	75%
Workers Comp	800	225	(357)	443	49%
Unemployment	425	223	-	425	48%
Car Allowance	<u>7,200</u>	<u>3,198</u>	<u>-</u>	<u>7,200</u>	56%
Subtotal	246,146	68,295	(53,183)	192,963	65%

Supplies and Materials

Supplies	700	-	-	700	100%
Postage	400	-	-	400	100%
Printing Publishing	<u>2,000</u>	<u>295</u>	<u>218</u>	<u>2,218</u>	87%
Subtotal	3,100	295	218	3,318	91%

Services/Other Charges

Consulting Services	10,000	-	-	10,000	100%
Telephone	7,000	3,221	-	7,000	54%
Electric	584	497	400	984	50%
It/Software/Hardware	2,700	1,766	500	3,200	45%
Purchase Land- Admin.	-	248	248	248	0%
Eng. & Consultant Serv.	20,000	-	-	20,000	100%
Contract Services *	-	6,034	6,034	6,034	0%
Legal Services	5,000	380	-	5,000	92%
Travel Training	5,000	629	-	5,000	87%
Memberships	5,000	500	-	5,000	90%
Employee Bond	<u>250</u>	<u>-</u>	<u>-</u>	<u>250</u>	100%
Subtotal	55,534	13,274	7,182	62,716	79%
Total Operating Expenditures	304,780	81,863	(45,783)	258,997	68%

* 3 months of Admin. Asst. on contract

Debt Service

Annual Payments Due

	FY 2018-19 Adopted	Y-T-D Mar 31 '19	Increase/ (decrease)	Amended 5-14-2019	% Re- maining
2007 Ref Bond Principal	50,000	-	-	50,000	100%
2007 Ref Bond Interest	14,756	7,378	-	14,756	50%
2007 Ref Bond Pay Agent	250	-	-	250	100%
<i>Subtotal</i>	65,006	7,378.0	-	65,006	89%

Business Recruit./Retention Prog.

Marketing Retention

EXPENDITURES

Recruitment- Marketing	111,603	2,257	-	111,603	98%
Recruitment Incentives	171,461	58,000	50,000	221,461	74%
Bus. Expansion- Incentives	14,696	-	-	14,696	100%
Bus. Expansion- Infrastructure	51,438	-	-	51,438	100%
Retention- Marketing	29,393	-	-	29,393	100%
Retention-Incentive	36,741	-	-	36,741	100%
<i>Subtotal</i>	415,332	60,257	50,000	465,332	87%
Total Bus. Recruit./Retention	415,332	60,257	50,000	465,332	87%
Total EEDC Expenditures	785,118	149,498	4,217	789,335	81%



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Consider waiving or reducing fees for costs associated with Veterans Appreciation Parade.

DEPARTMENT: Community Development

PROPOSED ACTION: Consider waiving or reducing fees for costs associated with Veterans Appreciation Parade.

BACKGROUND:

The American Legion Post 295 and the Veterans of Foreign Wars Post 6115 are organizing the Veterans Appreciation Parade to be held Saturday November 2, 2019. The parade lines up on 11th street from 2nd Street to Main Street, the parade follows the route 11th street, turning south on Main Street, continuing through downtown, and ending at Depot street, where entries return via Avenue C. Some entries in the parade will utilize the vacant lot across from the Police Department for staging and display during a program that is to be held at Veteran's memorial park immediately after the parade. The parade begins at 10:00 am. The parade route requires eight City of Elgin staff and eight police officers and vehicles for traffic control with an approximate cost of \$1,360. __54__ barricades are required for the street closures with a rental fee of \$162.00. Veterans Park special event non profit rental is \$300 for the day. Rental of Vacant lot across from Police Department on Depot Street is \$100. Parks Department litter control staff cost for the day is \$400. Rental fees and Staff costs associated with the Veterans Appreciation Parade are \$2,322.00.

BUDGET/FINANCIAL IMPACT:

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

The Police Department has officer time for parades included in the overtime budget. City departments assist with street closures. The public works department has it included in overtime, but those funds are also impacted by weather related events that the crew may respond to throughout the year.

RECOMMENDATION:

Take action on the reduction or waiver of Rental fees and Staff costs associated with the Veterans Appreciation Parade \$2,322.00.

ATTACHMENTS:

Request letter attached.

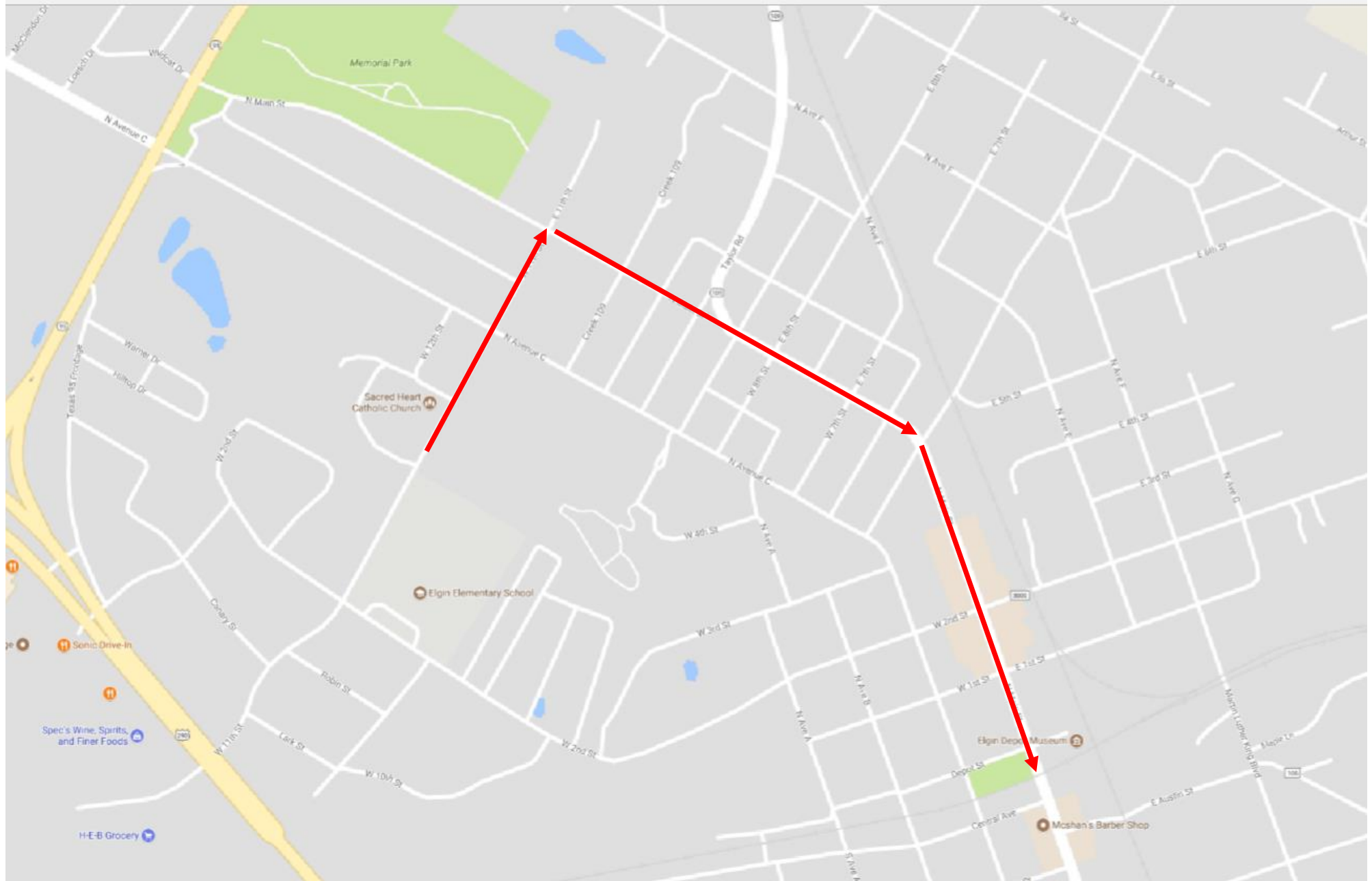
{ } Staff will be making a detailed presentation on this agenda item at the meeting.

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

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

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

Veterans Appreciation parade Saturday November 2, 2019



American Legion Post 295

Mayor Chris Cannon
City of Elgin, Texas
310 N. Main Street
Elgin, Texas 78621

March 5, 2019 Amended Letter

Dear Mayor:

The American Legion and V.F.W. will be promoting another veteran's appreciation day parade this year to be held the first Saturday of November, to start at 10a.m. This will be a special occasion because both the American Legion and V.F.W. are celebrating the 100 anniversaries of their founding. We have already secured from Fort Hood the horse detachment, marching band and honor guard. In addition, we have the Elgin High School participating. They will provide the NJROTC, Cheer Team, Diamond Dancers and marching band. We are also inviting other groups to participate in this special event. We are hoping to have a very festive and fun filled morning for all viewers and participants.

We will start assembling at 11th Street and march down main Street. The parade will disburse at the Veterans Memorial Park. We would also need the open space across from the police station for Fort Hood to stow their gear and other items needed to return. We are asking you and the city council consider no fees for use of the police and city staff for this parade, along with the two areas previously mentioned.

The V.F.W. has insurance and they will provide a rider to the insurance policy to cover the time of the parade.

Understanding this we are reaching out to you and the City Council to provide the Legion and V.F.W. wave the potential charge for holding this event.

For God and Country

John Quagliani
American Legion
Commander Post 295
Elgin, Texas 78621

CC Elgin City Council

P.O. Box 877, Elgin, Texas 78621

**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