



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 2, 2019
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. Public Hearing On The Proposed 2019 Five-Year Capital Plan

Documents:

[EXSUMMARY - 5YRCP HEARING.PDF](#)

VI. PUBLIC COMMENT

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

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

VII. PRESENTATION

1. Introduction Of New City Employee

- David Harrell, Planning & Development Director

2. Presentation Of A Public Art Plan For Downtown Elgin.

Documents:

[EXECUTIVE SUMMARY PUBLIC ART PLAN.PDF](#)
[05_01_19 ELGIN MS DESIGN_ PUBLIC ART PLAN \(002\).PDF](#)

VIII. CITY MANAGERS REPORT

1. General Activity Report And/Or Project Update

Documents:

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

IX. CONSENT AGENDA

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

1. City Council Meeting Minutes - May 7, 2019, May 14, 2019, June 4, 2019 And June 18, 2019.

Documents:

[EXSUMMARY SHEET MINUTES.PDF](#)
[CITY COUNCIL MEETING MINUTES 5-7-19.PDF](#)
[CITY COUNCIL MEETING MINUTES 5-14-19.PDF](#)
[CITY COUNCIL MINUTES 6-4-19.PDF](#)
[CITY COUNCIL MINUTES 6-18-19.PDF](#)

2. Departmental Monthly Reports - May

Documents:

[EXSUMMARY SUMMARY REPORTS -MAY.PDF](#)
[5-10-2019 COMMUNITY DEVELOPMENT.PDF](#)
[MAIN STREET 5-10-2019_.PDF](#)
[LIBRARY REPORT - MAY 2019.PDF](#)

[OCA REPORT MAY 2019.PDF](#)
[PARK SUMMARY - MAY 2019.PDF](#)
[PW MAY 2019 REPORT.PDF](#)
[UTILITY BILLING MAY 2019.PDF](#)
[WATER REPORT - MAY 2019.PDF](#)
[6-10-2019 COMMUNITY DEVELOPMENT.PDF](#)
[MAIN STREET 6-10-2019_.PDF](#)
[POLICE MONTHLY REPORT - MAY 2019.PDF](#)

X. NEW BUSINESS

- 1. Discussion And Possible Action On Various Issues Associated With An Area In The Southeast Quadrant Of The City Annexed In 2015 ("Annexed Area") Including But Not Limited To Possible Direction To Staff Regarding A Capital Improvement Project To Extend Wastewater Services And/Or De-Annexation Of Certain Properties Therein**

Documents:

[EX SUMMARY - ANNEXED AREA6.PDF](#)
[MEMANNEXEDAREA10918.PDF](#)
[MEMANNEXEDAREA3119.PDF](#)
[ANNEXED AREA2019F.PDF](#)
[AREA 2 MAP.PDF](#)
[AREA 3 MAP.PDF](#)
[LETDISANNEX42319.PDF](#)
[LETDISANNEX61219.PDF](#)

- 2. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING CHAPTER 42, SECTION 42-319 Et. Seq. CODE OF ORDINANCES, BY ADOPTING NEW LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLAN AND BY AMENDING THE WATER AND WASTEWATER IMPACT FEES, AND; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS**

Documents:

[IMPACT FEE EXSUMMARY COVER SHEET.PDF](#)
[CITY OF ELGIN - IMPACT FEE MEMO 2019.PDF](#)
[ORDIMPACTFEES719.PDF](#)

- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE BRICKSTON MUD WASTEWATER SERVICE AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - BRICKSTON MUD WWAGR.PDF](#)
[RESOBRICKSTONWWAGR719.PDF](#)
[BRICKSTONWWAGR719.PDF](#)

- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A CONSENT AGREEMENT WITH GREAT ESCAPES OPPORTUNITY ZONE FUND LLC AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - GREAT ESCAPES CONSENT.PDF](#)
[RESOGREATESCAPESCA7219.PDF](#)
[GE_CONSENT AGREEMENT.PDF](#)
[GE_EXALAND.PDF](#)
[GE_EXB.PDF](#)

- 5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH COMPU-DATA INC. TO PROVIDE DOCUMENT IMAGING, DATA HOSTING AND RETRIEVAL SERVICES FOR CITY DOCUMENTS GENERATED IN THE CONDUCT OF DAY TO DAY ACTIVITIES; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT**

Documents:

[EX SUMMARY AGREEMENT WITH COMPU-DATA.PDF](#)
[RESOLUTION AUTHORIZE SOFTWARE PURCHASE WITH COMPU-DATA.PDF](#)
[CITY OF ELGIN REVISED SOW 6-27-2019.PDF](#)

- 6. Review And Discussion Of Property Owner Responsibilities Relating To Weeds, Wild Growth, And Unsanitary Conditions And Direction To Staff Regarding City Policy For Mowing/Maintenance Of Public Right-Of-Way Areas**

Documents:

[EXSUMMARY - ROW MOWING.PDF](#)
[POTENTIAL CHANGES TO MOWING OF ROW AREAS41719.PDF](#)

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. 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, June 28, 2019 in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing on the Proposed 2019 Five-Year Capital Plan

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is to allow for public comments on the proposed 2019 Five-Year Capital Plan (5YRCP) for Capital Projects prior to its consideration for adoption by the City Council.

BACKGROUND:

Discussed at previous meetings; This hearing was scheduled as part of the 2019 Budget Development Calendar and represents a formative step in the final development of the FY19-20 Annual Budget.

The 5YRCP is a comprehensive financial planning document describing all currently proposed capital expenditures within all city departments and operations for each of the next five years. The 5YRCP is designed to provide operations managers with the opportunity to look beyond the standard 12-month governmental funding cycle; while also providing Council and the administration with information necessary to achieve effective long-term financial planning.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None (*Council has already been provided copies of the documents, which are available for review by the public at City Hall or the Elgin Public Library; or on the city's website.*)

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

DEPARTMENT: Community Development

PROPOSED ACTION: Presentation of a public art plan for downtown Elgin.

BACKGROUND:

The Design Committee for the Elgin Main Street program spent the last 18 months engaging the public in a broad discussion of public art for the community. Public outreach and participation opportunities included the Snowflake showcase in December 2017 and the Love Elgin TX hearts project in Spring 2018 as well as small group discussions at Sip Shop and Stroll and other community events. The interactive public input meetings held at Elgin Body and Shine 28 North Main Street included a variety of examples of types of public art and the opportunity to vote on which types of art an individual wanted to see and where. These voting opportunities were provided on Facebook as well. At the Elgin Art Studio Tour in May 2018 the Design committee provided a pop-up art installation with colorful benches and another opportunity to vote on types of public art you would like to see. The committee worked to utilize all of this to create the Public Art Plan which can be used to guide community investment in public art. The community asked most for functional art and murals. A functional art project implemented in fall 2018 included painting the benches and trash cans in bright vibrant colors inspired by the brick found throughout the district and a desire to bring more visual vibrancy and energy to the district. At this time the committee is working with William Montgomery, a local artist and property owner at 116 Depot Street for a mural on the wall at the rear of his property, Melissa Ladd, local artist an property owner at 28 North Main Street, for a photography mural installation, and has received interest from the community for other projects in the district. May 18 – 19 at the Elgin Art Studio Tour, UT Art students presented public art proposals as part of their sculpture class and on June 13 the Design Team hosted a mural slide show pop-up with Sip Shop & Stroll. The plan includes a review process and clarifies that any public art installations in the historic district would be reviewed by the Historic Review Board. Property owner participation and approval is required in the process as well. The plan requires that maintenance of the art installation and professional expertise of the artists involved be addressed. The Main Street Board and Historic Review Board recommend the plan to city council in hopes that it will help guide future investment, provide a process for reviewing and selecting public art projects, and acknowledge the interest the community has in supporting public art in Elgin.

BUDGET/FINANCIAL IMPACT:

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

At this time public art projects are being funded through the Main Street program.

RECOMMENDATION:

Take action to adopt the Public Art Plan for the downtown district.

ATTACHMENTS:

Request letter attached.

{ 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.

A PUBLIC ART PLAN FOR DOWNTOWN ELGIN

A project by the Elgin Main Street Board Design Committee



Online at elgintx.com & on Facebook at VisitElginTX



“Art is too important not to share”

– Romero Britto

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About the Plan

The Design Committee is one of the structured Four Point committees created as part of implementation of the Main Street Four Point Approach™ by the Elgin Main Street Program. We work to further the Elgin Main Street Board's overall downtown revitalization efforts by focusing on design and placemaking in the district. The committee is all-volunteer with support from the city's Community Development Director. We focus on Downtown Elgin's Historic District. See map on page 24.

The committee was refreshed in late 2017 and at that time decided on public art as a focus given the experience and interest of the members. After a public process that included installations and events to generate a community conversation, this plan was drafted. It is meant to guide downtown stakeholders about what kind of art the community wants and establish a process for artists, business owners, and property owners to create and install works of art.

How to Get Involved

We'd love everyone interested in art and making their community better to get involved. Whether you are an artist, business owner or property owner, the Design Committee can serve as an advocate for you and your project. We can offer: 1.) guidance with the application process; 2.) design expertise through the Texas Main Street program; 3) volunteers; 4) a small budget for materials; and 5) media exposure and promotional support. We may also issue special calls for artists for funded projects.

To discuss a project with the committee or begin an application, contact Amy Miller at amiller@ci.elgin.tx.us or 512-229-3213.

Committee Members

Krystal Carlson. *community member at large*

Jerry Garcia. *downtown property owner, developer*

Katy Gassaway. *downtown business owner, main street board member*

Melissa Ladd. *downtown property owner, artist*

Emily Koller. *committee chair, historic review board member*

Amy Miller. *community development director*

Ellyn Rivers. *youth liaison, artist*

Margo Sawyer. *downtown property owner, artist*

Partners

All Public Art Lovers in Elgin

Community Development Department, City of Elgin

Downtown Business and Property Owners

Elgin Arts Association

Elgin Art Studio Tour Committee

Elgin Main Street Board

Elgin Historic Review Board

Parks and Recreation Department, City of Elgin

April 29, 2019

What is Public Art?

Public art is exactly that, art in public spaces. It can take a wide range of forms, sizes, and scales—and can be temporary or permanent. Public art can include murals, sculpture, memorials, integrated architectural or landscape architectural work, community art, digital new media, and even performances and festivals.

What distinguishes public art is the unique association of how it is made, where it is, and what it means. Public art can express community values, enhance our environment, transform a landscape, heighten our awareness, or question our assumptions. Placed in public sites, this art is there for everyone, a form of collective community expression.

The Knight Foundation's Soul of the Community initiative surveyed some 43,000 people in 43 cities and found that "social offerings, openness and welcome-ness," and, importantly, the "aesthetics of a place – its art, parks, and green spaces," ranked higher than education, safety, and the local economy as a "driver of attachment."

<https://knightfoundation.org/sotc/>



Why Public Art Matters

Adapted from the Americans for the Arts, 2018

1. Economic Growth and Sustainability. By engaging in public art as a tool for growth and sustainability, communities can thrive economically. Seventy percent of Americans believe that the “arts improve the image and identity” of their community.

2. Attachment and Cultural Identity. Public art directly influences how people see and connect with a place, providing access to aesthetics that support its identity and making residents feel appreciated and valued. Aesthetics is one of the top three characteristics why residents attach themselves to a community.

3. Artists as Contributors. Providing a public art ecosystem supports artists and other creatives by validating them as important contributors to the community. Artists are highly entrepreneurial. They are 3.5 times more likely than the total U.S. work force to be self-employed.

4. Social Cohesion and Cultural Understanding. Public art provides a visual mechanism for understanding other cultures and perspectives, reinforcing social connectivity with others. Seventy-three percent of Americans agree that the arts “helps me understand other cultures better.”

5. Public Health and Belonging. Public art addresses public health and personal illness by reducing stress, providing a sense of belonging, and addressing stigmas towards those with mental health issues. Public art is noted as slowing pedestrians down to enjoy their space and providing a positive impact on mood.



Public Art Plan Summary

Short-Term Goals:

1. Engage the community in a conversation about public art.
2. Create temporary art installations that allow everyone to contribute to them and enjoy.

Long-Term Goals:

1. Enhance the overall appeal and vibrancy of downtown through public art in order to increase economic development and community attachment.
2. Celebrate Elgin's uniqueness by engaging local artists, craftspeople, business owners, and property owners to create permanent works in downtown.
3. Create a sustainable source of funds for public art and placemaking projects.

Activities to Date:

Fall 2017: Design committee refresh, selected public art as focus.

December 2017: Snowflake pop-up installation.

January 2018: Public art open house with community preference activity.

May 2018: Love Elgin TX pop-up installation during studio tour.

Fall 2018: Benches and trashcan painting and installation.

December 2018: Holiday light mini-installations.

Community Preferences:

Type of Art

1. Landscape Installations
2. Functional Art (benches, bike racks, etc.)
3. Light Installations

Location

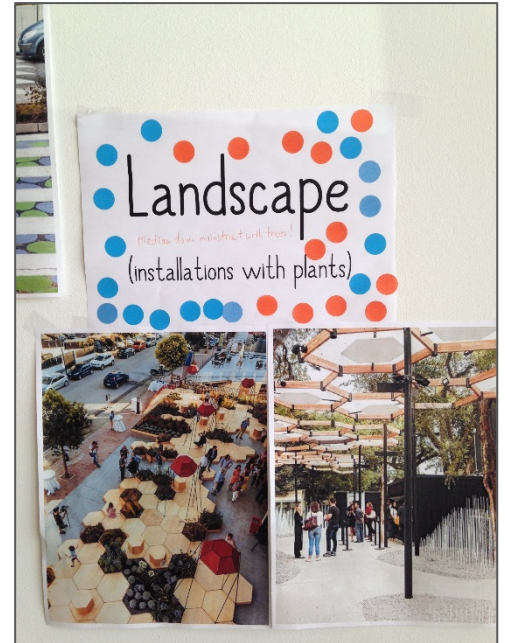
1. Streetscape
2. Building Exteriors
3. Gateways to Downtown

Community Input

Below are the community preference vote tallies from the January 2018 Open House and accompanying Facebook Album posted on the city's page.

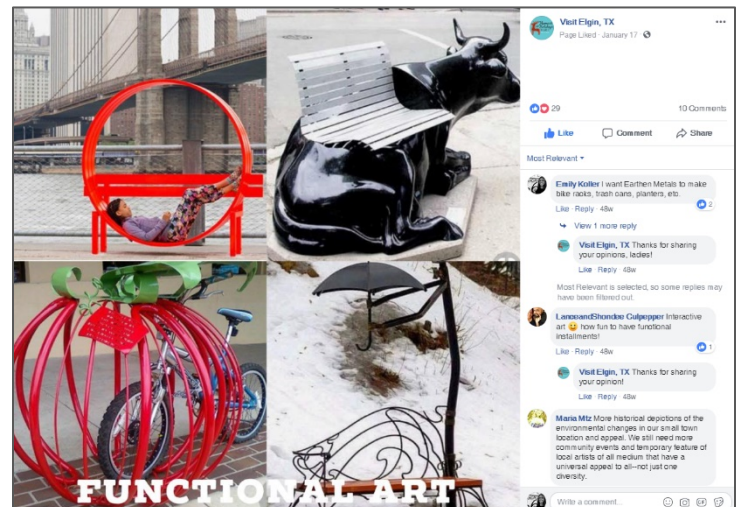
Project Types

1. Landscape (Installations with Plants) – 55
2. Functional Art (Benches, bike racks, etc.) – 52
3. Light Installations – 45
4. Murals (Traditional) – 41
5. Murals (Abstract/Contemporary) – 32
6. Sculpture (Abstract/Contemporary) – 28
7. Changing/Temporary – 20
8. Water Feature – 18
9. Sculpture (Traditional) – 15
10. Memorials – 9



Project Locations

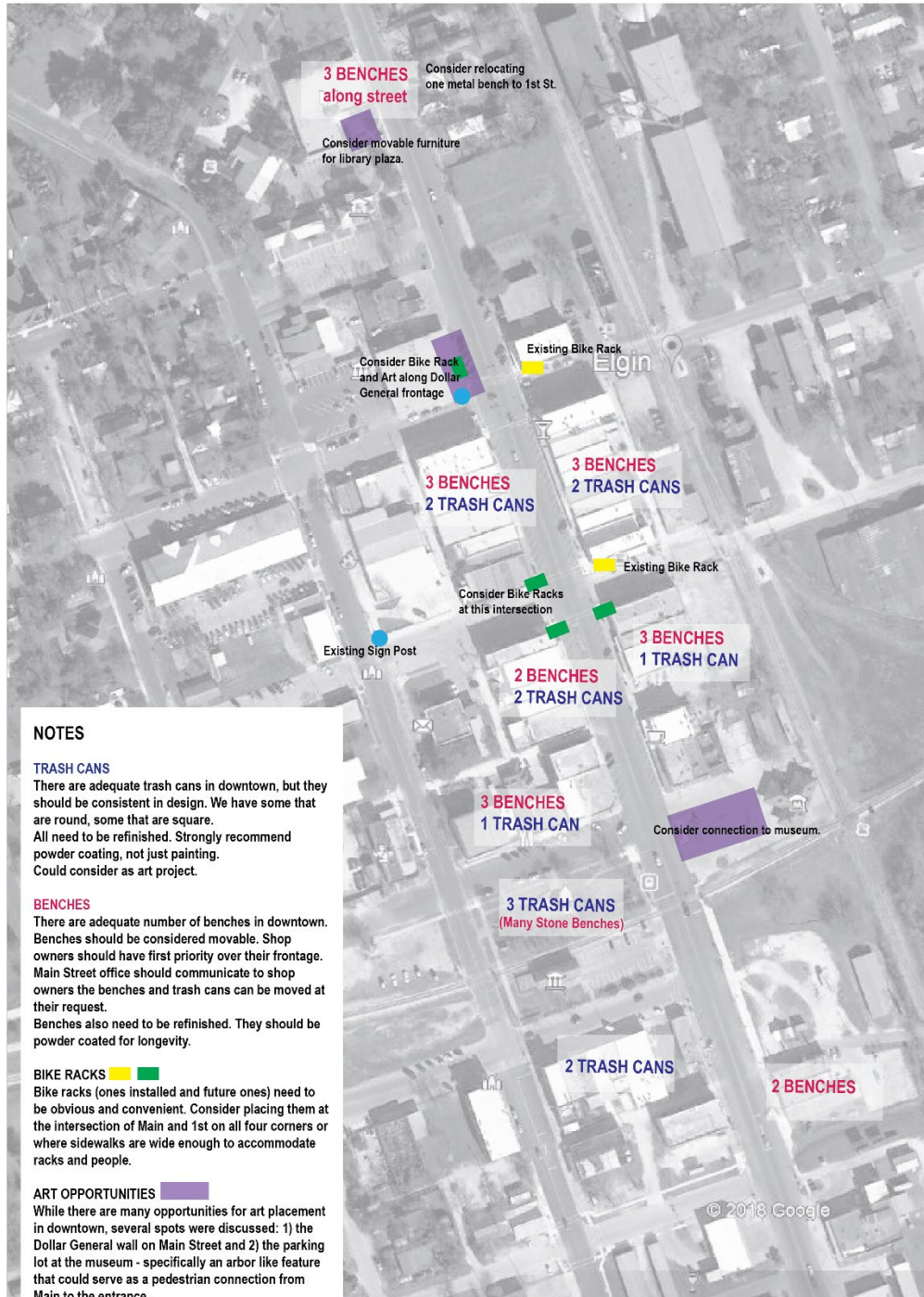
1. Streetscape (sidewalks) – 35
2. Building Exteriors – 22
3. Gateways to Downtown – 14
4. Vacant Lots – 11
5. Alleys – 10
6. Gateways to Elgin – 6



Inventory

Elgin Main Street Board Design Committee Walking Inventory Notes

Wednesday, January 24, 2018



NOTES

TRASH CANS

There are adequate trash cans in downtown, but they should be consistent in design. We have some that are round, some that are square. All need to be refinished. Strongly recommend powder coating, not just painting. Could consider as art project.

BENCHES

There are adequate number of benches in downtown. Benches should be considered movable. Shop owners should have first priority over their frontage. Main Street office should communicate to shop owners the benches and trash cans can be moved at their request. Benches also need to be refinished. They should be powder coated for longevity.

BIKE RACKS

Bike racks (ones installed and future ones) need to be obvious and convenient. Consider placing them at the intersection of Main and 1st on all four corners or where sidewalks are wide enough to accommodate racks and people.

ART OPPORTUNITIES

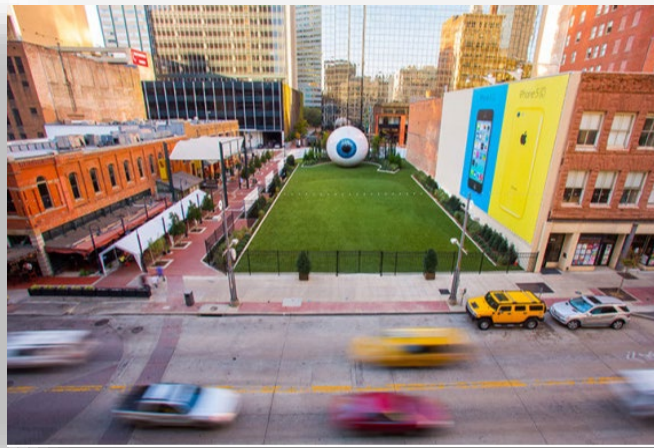
While there are many opportunities for art placement in downtown, several spots were discussed: 1) the Dollar General wall on Main Street and 2) the parking lot at the museum - specifically an arbor like feature that could serve as a pedestrian connection from Main to the entrance.

OTHER NOTES

Consider:

- Clustering street furniture like Georgetown square
- Using decommissioned utility poles for signage

Inspiration



Project Photos

Snowflake Pop-Up: January 2017



Open House: January 2018



Love Elgin TX heart-making at Sip, Shop and Stroll: April 2018



Colorful Benches and Landscaping Pop-Up: May 2018



Bench and Trashcan Installation: Fall 2018



Future Funding

The Public Art committee will work on grant applications to fund specific projects. However, one of the goals is to establish a permanent source of funds to support installation and maintenance. Options may include:

- Municipal Hotel Occupancy Taxes (HOT)

This would direct a fixed amount or fixed percentage annually of the collected HOT funds to public art activities. The distribution of these funds could be managed either through the Main Street Board (downtown only) or an appointed Arts Commission (community-wide). Criteria, in addition to the guidelines in this plan, could be established.

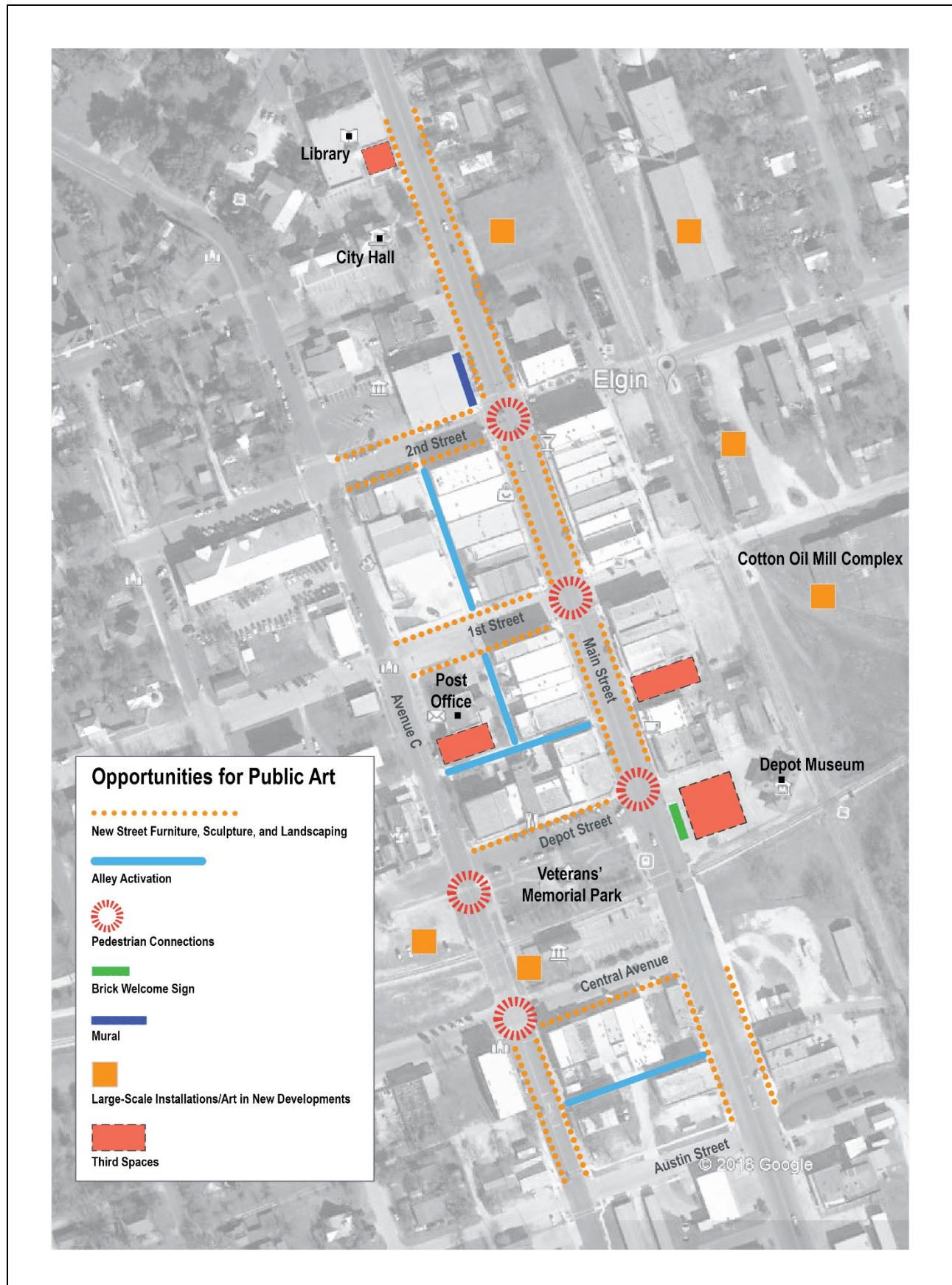
- Percent for Art Program

Through city ordinance, this establishes that a fixed percentage of the total cost for capital improvement projects be dedicated to works of art. Typically a portion of funds is spent on art within the improvement and a portion is deposited into a separate account that can be used on art anywhere.

- Developer Partnerships

Public art can be used as an incentive for new development. An installation can be used as a way of meeting certain requirements (such as street trees, parking, and sidewalks) or a fee-in-lieu program could be established similar to parkland dedication requirements.

Map of Opportunities



Future Projects

The following pages feature a list of projects to guide interested artists, business owners, and property owners, as well as the Design Committee's work. These align with the plan goals and the community's preferences. The projects generally fall under two categories:

- Creating a more vibrant streetscape.
- Engaging the community and visitors through public art.

The committee strives to work on one big project a year while continuously doing smaller, temporary installations. With additional partnerships and an eventual funding source, more will be accomplished each year. Other projects may be proposed by interested artists, business owners or property owners so long as they meet the goals of the plan and are consistent the guidelines.



1. STOREFRONTS: Work with property owners and business owners on simple ways to add plants, seating and display items to enhance the appeal of their storefronts.



Creating a more vibrant streetscape.

2. BENCHES & TRASH CANS: Upgrade existing benches and trash cans over time adding color and new materials.



Creating a more vibrant streetscape.

3. NEW STREET FURNITURE: Add new street furniture, like bike racks and benches, that is also public art using local artists and craftspeople.



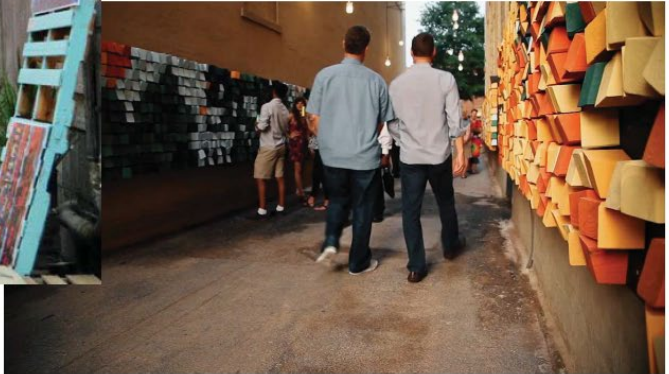
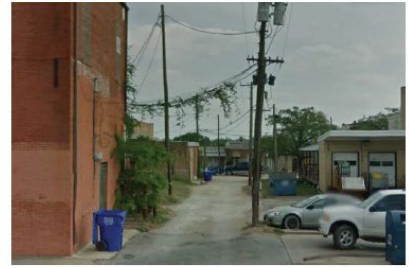
Creating a more vibrant streetscape.

4. SIDEWALK SCULPTURE AND LANDSCAPING: Designate areas for small, permanent installations that may include planters, native landscaping and sculpture on the sidewalks such as the Sculpture on Main program in Smithville.



Creating a more vibrant streetscape.

5. ALLEYS: Add color and interest to the alleys especially as residential uses increase in downtown.



Creating a more vibrant streetscape.

6. PEDESTRIAN CONNECTIONS: Use paint to help pedestrians cross streets and make it more interesting to walk to places like the Depot Museum.



Creating a more vibrant streetscape.

7. TEMPORARY: Continue ongoing temporary installations that everyone can enjoy.



Engaging the community and visitors with public art.

8. BRICK WELCOME SIGN: Design an Elgin, TX sign out of local brick to be placed at museum parking lot.



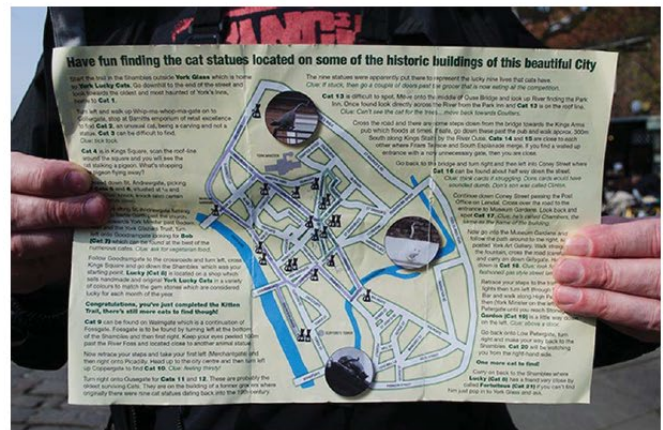
Engaging the community and visitors with public art.

9. MURAL: Create a mural on the brick wall at Dollar General, one of the gateways to downtown.



Engaging the community and visitors with public art.

10. SCULPTURE SCAVENGER HUNT: Develop a scavenger hunt using small pig sculptures hidden around downtown based on the York Cat Trail in York, England.



Engaging the community and visitors with public art.

11. LARGE-SCALE INSTALLATIONS: Dedicate space and funds for large-scale works by Elgin's well-known public art artists in parks and new development in/around downtown.



Engaging the community and visitors with public art.

12. THIRD SPACES: Create outdoor hang out places with green grass, kid-friendly features, places to sit and things people want to photograph.



Engaging the community and visitors with public art.

How To Propose A Public Art Project

To further public art efforts, the Elgin Main Street Board and Design Committee has created a process for the submission and approval of public art projects in Elgin's Downtown Historic District (see map on page 23). As interest expands and capacity increases, the program can be implemented throughout Elgin.

Public Art Project Application Process

1. Applications for new outdoor installations are submitted to the Community Development Director and reviewed by the Design Committee composed of community stakeholders and artists.
2. A recommendation is made to the Main Street Board and to the Historic Review Board based on the public art guidelines.
3. Both boards review the application. The Historic Review Board will review location, placement, and installation methods using historic preservation standards and guidelines. The Main Street Board reviews the proposal using the same guidelines as the Design Committee.
4. If approved by both boards, the Community Development Director will send a notice of approval and the applicant may proceed with the project.
5. Project proposals may be temporary or permanent. Permanent projects must demonstrate a long-term (5-year) maintenance plan.

Public art review guidelines are included in Appendix 3.

Appendices

Appendix 1. Elgin Downtown Historic District Map



Appendix 2. Public Art Case Studies

Smithville, *Richard D. Latham Cultural District and Sculpture on Main Program*

Smithville's Richard D. Latham Cultural District was established in 2013 as a partnership between the City of Smithville and the Lost Pines Arts Alliance. The Cultural District designation is a program through the Texas Commission on the Arts designed to harness the power of cultural resources to stimulate revitalization. A Cultural District Steering Committee, comprised of members of the LPAA, city officials, historians, community leaders, and building owners, oversees the various programs. Their mission is to use Arts, History, and Culture for Economic Development purposes to enhance the quality of life for residents and visitors.



Artist Stephanie Shroyer installs "Double-Sided" Waterfall. Fran Hunter, Smithville Times

Smithville's Public Art Program includes sculptures, murals, painted fire hydrants and other unique mediums. The Sculpture on Main Program began in 2016 utilizing a \$1,000 grant from the Texas Commission on the Arts as matching funds along with financial support from the City of Smithville, Lost Pines Arts Alliance, Keep Smithville Beautiful and other area sponsors. The grant covered the cost of building permanent pedestals on Main Street as well as artist stipends. Artists apply annually and eight winners are offered a \$250 transport stipend. The top three artists, as voted on by the public, receive additional stipends of \$500, \$300, and \$200 respectively. The art is placed on permanent pedestals for one year. Each sculpture is for sale to the public and the district is promoted as an attraction.

Bastrop, *Art in Public Places Program*

Bastrop Art in Public Places assists the Bastrop City Council in the selection, display, and maintenance of art in the city of Bastrop, and acquiring art by purchase, loan, or donation for public enjoyment. They advocate for the positive role art and design can play in the city of Bastrop collaborating with the City of Bastrop, community members, and artists. The BAIPP Board is appointed by the Bastrop City Council and Mayor. The BAIPP periodically releases Artist Calls often focusing on sculpture and 2D artwork. The program is funded primarily through Municipal Hotel Occupancy Tax funds.



Night Song, John Maisano

Appendix 3. Downtown Elgin Public Art Guidelines

Overview

Public art is an investment in a community's unique identity and its cultural cohesiveness. It can support heritage tourism, economic development and public health goals. It can be an avenue for involving youth and others in artistic expression. To better serve these purposes, the Elgin Main Street Board's Design Committee has created the following guidelines to proactively support local artists and foster the creation of art in downtown.

New outdoor installations must follow an application submittal process by working with the City of Elgin's Community Development Director. Proposals are reviewed by the Main Street Board Design Committee composed of community stakeholders and artists. A recommendation is made by the Committee and the final proposal must be approved by both the Main Street Board and Historic Review Board. Installations may include: murals, sculpture, light exhibitions, or functional art. As funding becomes available, special calls for artists may be issued, but applications may be submitted at any time.

Public Art Application Requirements

1. A complete application must be submitted to the Design Committee.
2. The application must clearly state whether the installation is permanent or temporary. If permanent, the project must use high quality, durable materials that will last a minimum of five years and are resistant to weather and ultraviolet deterioration.
3. The application must include signed permission from the building or property owner who must commit to keep the installation unchanged for a minimum of five years and to help maintain the artwork during that time. If application is submitted as a temporary proposal, this is not required.
4. The proposal must demonstrate that the artwork will be painted or installed on a surface and structure that is stable and ready. Historic materials cannot be damaged or obstructed as a result of the installation.
5. There must be a plan for installation that insures the safety of artists and the public, and that does not impede public access. In the event that the safety plan submitted is not being adhered to, the City of Elgin has the right to stop work until such time that safety issues or concerns are addressed by the artist.

Public Art Design Review Guidelines

Artwork must meet standards of artistic quality and suitability for the downtown historic district. Review and recommendation will be based upon the following guidelines:

1. Local Commitment: The proposal demonstrates a commitment to supporting local artists, craftspeople, business owners, and property owners.
2. Accessibility: Artwork must be accessible to the public.
3. Artistic quality: Artwork illustrates strength of the artist's concept and demonstrated technical skills and experience.
4. Context: Artwork is appropriate to the architecture, geographic, socio-cultural and historic setting in scale and expression.
5. Feasibility: There is a reasonable budget, timeline, and adequate qualifications of participants.
6. Originality: Artwork demonstrates unique expression.



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 –May 7, 2019, May 14, 2019, June 4, 2019 and June 18, 2019.

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the May 7, 2019, May 14, 2019, June 4, 2019 and June 18, 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 May 7, 2019, May 14, 2019, June 4, 2019 and June 18, 2019 - Meeting Minutes.

ATTACHMENTS: May 7, 2019, May 14, 2019, June 4, 2019 and June 18, 2019. Meeting Minutes.

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

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

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

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

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, MAY 7, 2019**

CALL TO ORDER

Mayor Cannon called the meeting to order at 7:04 p.m.

ROLL CALL

Present: Mayor Chris Cannon

Jessica Bega, Mayor Pro Tem

Juan Gonzalez, Council Member

Susie Arreaga, Council Member

Mary Penson, Council Member

Daniel Lopez, Council Member

Phillip Thomas, Council Member

Sue Brashar, Council Member

Mayor Cannon certified there was a quorum.

Mayor Cannon asked that the record reflect that Council Member Beyer was absent.

Staff: Thomas L. Mattis, City Manager

Charles Cunningham, Finance Director

Amy Miller, Community Development Director

INVOCATION

Council Member Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

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

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

PUBLIC HEARING

1. Public Hearing on a Planned Development District Request Submitted by Ben Sabel for his Property Located in The Mary Christian Burleson Homestead Subdivision, Lot 2 and being approximately 22.065 Acres, City of Elgin, Bastrop County, Texas

CITY COUNCIL MEETING MINUTES

May 7, 2019– Page 2

CITY ANNEX COUNCIL CHAMBERS

Mr. Mattis stated that this was a project that had come forward for a proposed planned development district the Council had been briefed on and reviewed by the Planning Commission. He stated that it was required to put a notice out in advance of the meeting with Public Hearings and that it had been done anticipating that it was ready for action, but that it was not. He stated it would be back on the May 14th agenda but since the Public Hearing was noticed they would go ahead and hold the Public Hearing.

With no one wishing to speak Mayor Cannon closed the Public Hearing at 7:07 p.m. and opened the Regular Meeting.

PUBLIC COMMENT

Mayor Cannon opened Public Comment.

John Quagliani spoke and stated that he wanted to point out some of the things the VFW and American Legion do for the community. He stated that between these two groups they had 260 veterans. He stated that any veteran living in Bastrop County was offered financial aid such as car payments, rent, and utility bills. He stated that they offered financial assistance to the Elgin ROTC and the local boy and girl scouts, and that when the American Legion was open on Main Street anyone that came in could get a free meal if they needed it. He stated that with all of this in mind they were asking the City Council, Mayor and the City Manager to waive their fees.

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

PRESENTATION

1. Proclamation for National Historic Preservation Month.

Debbie Cartwright and Ed Rivers accepted the National Historic Preservation Month Proclamation.

CITY MANAGER'S REPORT

1. Review and Discussion of FY2019-20 Annual Budget and Five-Year Capital Plan Adoption Calendar.

City Manager Thomas Mattis stated that it was that time of year again to start up the budget development and Five-Year Capital Plan and that he was going to go over the upcoming schedule. He stated that due to not knowing what the Legislature would do regarding property taxes they

CITY COUNCIL MEETING MINUTES

May 7, 2019– Page 3

CITY ANNEX COUNCIL CHAMBERS

would be putting together two budgets. Mr. Mattis went over the dates for meetings and work sessions and stated this was the same pattern as it was in the past.

2. Review and Discussion of the City of Elgin Police Department/Code Enforcement Junk Vehicle Initiative.

City Manager Thomas Mattis spoke about the Junk Vehicle initiative that they had spoken about at the last meeting on plans the staff has put together on a combined effort of both Code Enforcement and the Police Department to address the growing concern about junk vehicles in various parts of town. Assistant Police Chief Taylor spoke and stated that with the growth coming this was something that needed to be done now. He stated that they would be working with Code Enforcement and that if a junk vehicle is on the street it is Police Department, but if it is in the yard it is Code Enforcement. He stated that they had created a 35-page power point presentation for the Officers to review and make sure there is consistency in the department as well as Code Enforcement and making sure everyone is on the same page.

3. Review and Discussion of Upcoming City Council Meeting Schedule.

Mr. Mattis stated that the meeting schedule for May had changed due to the requirements for the canvassing of the May 4th election, so the next meeting would be next week, May 14th.

4. Update on various issues associated with an area in the Southeast Quadrant of the City annexed in 2015 (“Annexed Area”) and Related Matters.

Mr. Mattis stated that the city had reached out to all of the property owners in Area 3 and sent each one an individual letter that includes a de-annexation agreement that we are asking them to execute. He stated that they all got the agreement plus a map of their specific property and were waiting to get all of those back and then bringing it back to Council for discussion.

5. Departmental Monthly Reports – March

No questions or comments on the Departmental Reports.

6. General Activity Report and/or Project Update

Mr. Mattis mentioned being invited to speak at a monthly meeting of the Home Builders Association that was held in Kyle about the growth going on in Elgin.

Mr. Mattis commended Council Member Lopez saving a puppy and receiving quite a bit of publicity.

CONSENT AGENDA

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CLOSURE OF CERTAIN BANK ACCOUNTS IN PROSPERITY BANK AND TRANSFERRING

ACCOUNT BALANCES TO CORRESPONDING ACCOUNTS IN FIRST NATIONAL BANK AND MAKING CERTAIN FINDINGS THERETO.

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

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

Council Member Penson moved to approve the Consent Agenda with Council Member Brashar's revisions to the minutes. Council Member Bega seconds the motion. Motion carried 8-0.

NEW BUSINESS

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

Council Member Brashar moved to table this item. Council Member Penson seconds the motion. Motion carried 8-0.

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

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

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

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

Mayor Cannon stated that the Executive Session would not be held as there were no updates.

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.

CITY COUNCIL MEETING MINUTES

May 7, 2019– Page 5

CITY ANNEX COUNCIL CHAMBERS

Adjourn into Executive Session Pursuant to Section §551.071 Consultations with Attorney; To Deliberate with Legal Counsel Regarding Pending or Contemplated Litigation: Bonnie Crankshaw V. City of Elgin and Thomas Mattis, City Manager, in his individual capacity.

ANNOUNCEMENTS

Amy Miller, Director of Community Development stated that in celebration of National Historic Preservation Month everyone was invited to the Events and Possibilities Tour that is part of Sip, Shop and Stroll at 5:30 on Thursday. She stated that they would meet at the Tattered Shutter or in case of rain meet at Brad Carters State Farm Insurance Office. She stated that on Monday night they were hosting Main Street 101 about what the program is and would be held at the library.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 7:46 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, MAY 14, 2019**

CALL TO ORDER

Mayor Cannon called the meeting to order at 7:01 p.m.

ROLL CALL

Present: Mayor Chris Cannon

Jessica Bega, Mayor Pro Tem

Susie Arreaga, Council Member

Mary Penson, Council Member

Daniel Lopez, Council Member

Brad Jones, Council Member

Phillip Thomas, Council Member

Forest Dennis, Council Member

Sue Brashar, Council Member

Mayor Cannon stated that Council Members Gonzalez and Beyer were absent.

Mayor Cannon certified there was a quorum.

Staff: Charles Cunningham, Finance Director

Owen Rock, ED Director

Amy Miller, Community Development Director

Michael Gonzalez, Parks Director

INVOCATION

Council Member Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

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

Mayor Cannon stated that Public Comment would follow and then skip to New Business to canvass the election and back to Presentations and swearing in of new Council Members.

PUBLIC COMMENT

CITY COUNCIL MEETING MINUTES

May 14, 2019 – Page 2

City Annex Council Chambers

Mayor Cannon opened Public Comment.

Michael Hoelscher spoke and stated he would like to request that the city give a waiver of fees to the facilities such as the pool and recreation center for all veterans and disabled folks in the City of Elgin. He stated that the Texas Parks and Wildlife issues free licenses for a lifetime and that the State of Texas allows them free access in and out of the parks for a lifetime. He stated it might be helpful to the city when applying for state grants

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

NEW BUSINESS

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

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

PRESENTATION

1. Presentation of Certificates of Election.

Mayor Cannon asked Council Members Brad Jones, Forest Dennis and Mary Penson to come forward for their certificates.

2. Swearing in of the May 4, 2019 General Election Newly Elected and Unopposed Council Members.

Judge Amanda Carter administered the Oath of Office to the Council Members.

Council Member Thomas thanked the Council and public for the opportunity to serve on the Council and left the dais at 7:15 p.m.

Council Members Jones and Dennis took their seats on the dais.

CONSENT AGENDA

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

2. Consider Request to Waive Open Container Ordinance for Juneteenth Festival June 7 from 6:00 pm to 12:15 am and on June 8th from 8:00 am to 6:00 pm.

Council Member Penson moved to approve the Consent Agenda with Council Member Brashar's corrections to the minutes. Council Member Brashar seconds the motion. Motion carried 8-0.

CITY COUNCIL MEETING MINUTES

May 14, 2019 – Page 3

City Annex Council Chambers

NEW BUSINESS

6. Consider Request to Waive or Reduce Fees for Costs Associated with Veterans Appreciation Parade.

John Quagliani spoke and stated he was addressing the item on the agenda for the Veterans Parade waiver of fees request and the letter sent to City Council. He stated that the American Legion and the VFW help sponsor the Navy Junior ROTC Program at Elgin High School, support the Boys and Girl Scouts and Cub Scouts of Elgin and they also retire flags in the appropriate manner. He stated they also worked with Elgin ACC and provide grants and assistance to veterans going to the Elgin ACC with books or assistance with living expenses.

Council Member Brashar moved to grant the fee waiver as presented. Council Member Penson seconds the motion. Motion carried 8-0.

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.

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

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.

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

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.

CITY COUNCIL MEETING MINUTES

May 14, 2019 – Page 4

City Annex Council Chambers

Council Member Brashar moved to table item #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 Utility District No. 2. Council Member Lopez seconds the motion. Motion carried 8-0.

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 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.

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

ANNOUNCEMENTS

Mayor Cannon stated that they had the annual visit by the Kindergarten children at city hall and the Council Chambers.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 8:29 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, JUNE 4, 2019**

CALL TO ORDER

Mayor Cannon called the meeting to order at 7:02 p.m.

ROLL CALL

Present: Mayor Chris Cannon

Jessica Bega, Mayor Pro Tem
Juan Gonzalez, Council Member
Susie Arreaga, Council Member
Mary Penson, Council Member
Daniel Lopez, Council Member
Brad Jones, Council Member
Sue Brashar, Council Member
Forest Dennis, Council Member

Mayor Cannon certified there was a quorum.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Owen Rock, Economic Development Director
Amy Miller, Community Development Director
Michael Gonzalez, Parks Director
Sandy Ott, Library Director
Patrick South, Chief of Police

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

PUBLIC HEARING

CITY COUNCIL MEETING MINUTES
JUNE 4, 2019 – Page 2
CITY ANNEX COUNCIL CHAMBERS

1. PUBLIC HEARING ON A SPECIAL USE PERMIT REQUEST SUBMITTED BY STEVE WOODY ON BEHALF OF TILLMAN INFRASTRUCTURE, AGENT FOR CHARLES SWAIN, COMMANDER OF THE VETERANS OF FOREIGN WARS POST #6115 OWNER OF THE PROPERTY LOCATED AT 178 VFW ROAD, 0.2296 ACRE TRACT IN THE THOMAS GARRETSON SURVEY, LOT A-178, CITY OF ELGIN, COUNTY OF BASTROP, TEXAS, TO CONSTRUCT A TWO HUNDRED AND TWENTY-FOOT (220') SELF SUPPORT TOWER (224' TO HIGHEST APPURTENANCE) A 100'X100' FENCED COMPOUND, ACCESS ROAD AND NECESSARY UTILITY INFRASTRUCTURE.

Mayor Cannon stated that the Public Hearing would not be held and that if anyone had shown up for that item they could still speak during Citizen's Comments.

City Manager stated that there was a flaw in the publication of the notice for the Public Hearing so the hearing would not be held, and comments could not be heard.

PUBLIC COMMENT

Mayor Cannon opened Public Comment.

Levi Bannigan spoke and stated he live in the Shenandoah Subdivision and stated he had some concerns regarding the street ordinances in their subdivision. He stated one concern was having vehicles in the driveway blocking the sidewalk and he understood it had to do with being compliant with the American Disabilities Act but was not sure. He stated that in speaking to other residents they wondered if having a curfew for people with more than one vehicle or people with larger families, to allow those vehicles from 9:00pm to 6:00am to park in the driveway. He stated his other concern was the junk car ordinance. He stated his father-in-law's truck had been tagged and his concern was the ordinance referring to vehicles as a public nuisance, and although this was an old vehicle it was not leaking fluids or have rats nesting in it. He stated he had photos and did not feel this vehicle was a public nuisance and was on private property.

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

PRESENTATION

Mayor Cannon stated that Presentation items 3,4, and 5 would be moved up due to the length of 1 and 2.

Mayor Cannon stated that first would be the Citizen's Spotlight Award that was created about a year ago and given every quarter to a citizen who exemplifies everything that a good community member is in the City of Elgin.

Mayor Cannon presented the 2nd Quarter recipient of the Spotlight Award to Gladys Ward.

CITY COUNCIL MEETING MINUTES
JUNE 4, 2019 – Page 3
CITY ANNEX COUNCIL CHAMBERS

3. Introduction of New Parks Superintendent - Michael Gonzalez, Parks Director.

- Joseph Williams

Michael Gonzalez, Parks Director introduced Joseph Williams as the new Parks and Grounds Superintendent.

4. Introduction of New Police Department Employees - Patrick South, Chief of Police.

Chief Patrick South introduced Mary Majefski as a new Dispatcher and stated that Eddie Holland could not attend tonight's meeting.

- Mary Majefski - Dispatcher
- Eddie Holland - Code Enforcement Supervisor

5. Employee of the 2nd Quarter 2019 Presentation.

Sandy Ott announced L'Richer Parks as the Employee of the 2nd Quarter 2019.

1. Presentation to the City Council Regarding Bastrop County Appraisal District Values and Activities - Faun Cullens and Richard Petree.

Richard Petree Interim Chief Appraiser for Bastrop County spoke about the work the appraisal office was doing and how they had turned the district around in a customer friendly way and tried to improve their image. He stated that as most knew, values must be kept at least 95% of what the property sells for, or school districts begin to lose money through the Texas Education Agency. He stated his last day would be July 31st and introduced the new Chief Appraiser, Faun Cullens. Ms. Cullens stated that the sheet she passed out was where they currently were with the values in Bastrop for the City of Elgin and that this was in comparison to the 2018 taxable value as of the last supplement and in comparison to the taxable value as of May 21, 2019 and where the value stood. She stated that the change in the City of Elgin is 8.4% overall change in increase and that part of the 8.4% is \$24,622,851 of new value. She stated that they had started the informal hearing appeals as of April 25th with the deadline to file appeals being May 15th. She stated that of the informal hearings held 90 % had been resolved. She stated she looked forward to working with everyone.

2. Presentation CARTS Program and Public Transit Stop in Downtown Elgin.

Dave Marsh, General Manager of CARTS stated they were a public transit district and serve nine counties. He stated that their services are tailored to the communities they serve and that they have three they operate in Elgin that include Interurban, Country and Metro Connector bus service. He stated the next station is to be in Elgin and he hoped to have a contractor on board by September or October and start construction during that time period, with construction taking about a year.

CITY MANAGER'S REPORT

1. Presentation of the Proposed 2019 City of Elgin Five-Year Capital Improvement Plan.

City Manager Thomas Mattis stated that this was a program that was developed over the last two or three years to identify all major capital improvement needs in the near future. He stated it is mainly infrastructure improvements to parks, streets utilities, storm water and anticipating building construction renovations. He stated that this was a plan and not appropriations but a way for Council to organize priorities and to show the plan to the general public and where future priorities are. He stated a majority of the projects do not have a funding source yet, but that this was the first step in creating a budget, identifying where the needs are and prioritize those. He stated the total number included for all capital projects and what has been invested already was over 63 million included in the plan. He stated the plan included a description of projects that have already been done over the last three years and invested over 18 million dollars back into infrastructure and the community. He mentioned the projects in the document pages 4-18 are projects completed over last three years, pages 15-18 are projects actively in development right now and anticipated to be done by the end of the calendar year. He stated the proposed funding projects for next year are on pages 20-27. He stated the alleys are a multi-year program to upgrade the alleys in the downtown area as more residential properties develop in that area. Mr. Mattis stated that as the city grows more opportunities and grants may come along that may fund some of the projects. He stated other projects being discussed were for a city hall, and there was an opportunity to partner with a developer and make it more affordable. He stated another project was the County Line road improvements that has high priority from the Council but that was very expensive, but that there are significant development projects on County Line Road and the city is expecting partnerships with these developers to help contribute to the improvements. He stated that part of the Lexington Road project on page 40 is going to be built by the Circle Brewery people through a development agreement and would get built this year. He stated that the Taylor Lane drainage project is in the plan and would help the situation but would not completely cure what every property owner may be talking about as there were a number of issues that are on private property. He stated that grant applications are being submitted for the MLK sidewalks and hoped to hear later in the year if it is funded. Mr. Mattis stated that on page 52 was the annexed area showing it as unfunded project, and that Council would be making a decision about that in the next 60 to 90 days.

Mr. Mattis asked about the next work session schedule, and Council suggested that a work session could be scheduled on the 18th along with a meeting if needed.

2. Update on Litigation: Bonnie Crankshaw V. City of Elgin and Thomas Mattis, City Manager, in his Individual Capacity and Related Matters.

Mr. Mattis stated that it had been a two weeks ago at the courthouse with a real positive turnout for the city on this lawsuit and was agreed upon unanimously by the jury that it was unfounded and unreasonable. He stated that the city had good legal counsel and witnesses.

CITY COUNCIL MEETING MINUTES
JUNE 4, 2019 – Page 5
CITY ANNEX COUNCIL CHAMBERS

3. Update on various issues associated with an Area in the Southeast Quadrant of the City Annexed in 2015 (“Annexed Area”) and Related Matters.

Mr. Mattis stated that a more detailed report would be made later and that there had not been an overwhelming response from people in area 3 and only heard from about 25%. He stated he had some meetings set up and that he planned to have a report at the July meeting. He stated he had seen in the paper that the school district had discussed this at a meeting and that the school voted not to support this effort and that he was surprised. He stated he would have liked an opportunity to discuss this but did not know about the meeting.

4. Departmental Monthly Reports – April.

There were no questions or comments regarding the monthly reports.

5. General Activity Report and/or Project Update.

Mr. Mattis stated there was an article about the ELF project that stated the City Council is committed to providing land for the center and that is was not correct. He stated that he and Owen Rock had spoken to Sue Beckwith and that she agreed that was not the case. He stated that for the new members the ELF project has been reviewed and discussed by the Council and as part of that proposal they suggested a site that is owned by the city. They asked the Council to consider the proposal and that is where it was left. He stated that this was never agreed to and the only thing that was promised was \$800,000 cash from the EDC of city tax funds but there was a time limit.

CONSENT AGENDA

1. Request to waive Open Container Ordinance October 24, 25 And 26 for the 32nd Annual Hogeye Festival.

2. Request for Street Closures for the 32nd Annual Hogeye Festival October 24-26, 2019.

Council Member Penson moved to approve the Consent Agenda. Council Member Lopez seconds the motion. Motion carried 9-0.

NEW BUSINESS

Election of the Mayor Pro-Tem by City Council.

Council Member Penson moved to have Council Member Bega continue as Mayor Pro Tem. Council Member Lopez seconds the motion. Motion carried 9-0.

CITY COUNCIL MEETING MINUTES
JUNE 4, 2019 – Page 6
CITY ANNEX COUNCIL CHAMBERS

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

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

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH CIVICPLUS TO PROVIDE AND MAINTAIN SOFTWARE APPLICATIONS THAT WILL FACILITATE THE MANAGEMENT OF THE CITY'S PARK RESERVATION AND ALL RECREATION PROGRAMMING; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

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

3. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR JERRY GARCIA'S 110 S. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

4. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR JESUS TRULLOLS 111 S. AVENUE C BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

5. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR KENNY & BRENDA CHAMBER'S 109 N. MAIN STREET BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

CITY COUNCIL MEETING MINUTES
JUNE 4, 2019 – Page 7
CITY ANNEX COUNCIL CHAMBERS

6. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE EXPENDITURE OF \$25,000 BY THE ELGIN ECONOMIC DEVELOPMENT CORPORATION FOR MISTY GARWOOD'S 109 S. AVENUE C BUILDING REMODELING PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO.

Mayor Pro Tem Bega moved to approve the Resolution as presented. Council Member Arreaga seconds the motion. Motion carried 9-0.

ANNOUNCEMENTS

Amy Miller announced that Juneteenth festival is this weekend, and Western days was June 18-22. Mayor Cannon mentioned Sip, Shop and Stroll next week.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 8:54 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
TUESDAY, JUNE 18, 2019**

CALL TO ORDER

Mayor Pro Tem Bega called the meeting to order at 7:05 p.m.

ROLL CALL

Present: Jessica Bega, Mayor Pro Tem
Juan Gonzalez, Council Member
Mary Penson, Council Member
Brad Jones, Council Member
Forest Dennis, Council Member
Sue Brashar, Council Member

Mayor Pro Tem Bega certified there was a quorum.

Mayor Pro Tem Bega asked that the record reflect that Council Members Lopez and Penson were absent.

Council Member Brashar moved to excuse Council Member Arreaga due to illness. Council Member Jones seconds the motion. Motion carried. 5-0.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Michael Gonzalez, Parks Director
Joe Parten, Public Works Director
David Harrell, Planning Director

INVOCATION

Council Member Brashar gave the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

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

CITY COUNCIL MEETING MINUTES

June 18, 2019– Page 2

CITY ANNEX COUNCIL CHAMBERS

CITY MANAGER’S REPORT

1. General Activity Report and/or Project Update.

City Manager Thomas Mattis stated that at the next meeting of July 2nd there were a couple of items that would be on the agenda that needed direction from Council. He stated that one would be discussing the annexed area and any feedback from residents following the letters that had been sent out to property owners on possible de-annexation, and the other item was the mowing of public rights-of-way using city resources.

CONSENT AGENDA

1. Temporary Street Closures for the July 3rd Chalk it Up Event and Parade.

Council Member Penson moved to approve the Consent Agenda as presented. Council Member Dennis seconds the motion. Motion carried 6-0.

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A LICENSING AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES INC. TO PROVIDE, INSTALL AND MAINTAIN BUSINESS SOFTWARE APPLICATIONS THAT WILL UPGRADE AND IMPROVE THE CITY’S FINANCIAL MANAGEMENT SYSTEMS AND PROCEDURES; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

Council Member Brashar moved to approve the Resolution as presented. Council Member Penson seconds the motion. Motion carried 6-0.

Mayor Pro Tem Bega stated for the record that Council Member Penson arrived at 7:05 p.m.

ANNOUNCEMENTS

Council Member Brashar mentioned Western Days.

ADJOURNMENT

Mayor Pro Tem Bega adjourned the City Council Meeting at 7:24 p.m.

ATTEST:

Amelia Sanchez, City Secretary

Jessica Bega, Mayor Pro Tem



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Monthly Departmental Activity Reports - May

DEPARTMENT: Administration

PROPOSED ACTION:

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

BACKGROUND:

Routine monthly reports submitted by departments.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

No action is required.

ATTACHMENTS:

Community Development, Municipal Court, Main Street, Parks and Rec, Police Department, Water Department, Mainstreet, Public Works, Utility Billing, and Library May reports.

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

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

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

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



MEMORANDUM

To: Tom Mattis, City Manager
From: Amy Miller, Community Development Director
Date: May 10, 2019
RE: Community Development Department Report April 2019

Historic Review Board reviewed a façade application for 110 South Main Street. The property owner proposed to rebuild the original storefront, remove 2nd story windows that are not architecturally compatible and replace those windows with new metal clad wood frame windows that are the size and shape of the original window opening. The board reviewed an updated façade application for 109 North Main Street that proposed replacing transom windows that were no longer in place with wood frame windows that fit the original window opening area and are architecturally compatible. Both applications comply with the historic district and building plan review processes and meet the Secretary of the Interiors Guidelines for Historic preservation and were approved. A sign application from Double R Hat House was reviewed and approved as compliant. Completed a grant application for the Transportation Alternatives and Safe Routes to School program. The Historic preservation strategic plan committee continued work on a survey to use with the plan. The Main Street Board planned the Imagine the Possibilities tours for May 9 and May 16. MSB in partnership with the Elgin Historical Association held Local Lore, Elgin's History Adventure April 13. MSB continues planning the Elgin Art Studio Tour and Ice-cream Stroll in partnership with the Elgin Arts Association, the Elgin Chamber of Commerce, Studio 621, Earthen Metals, The Clever Tiger and The Open Room.

Projects

- Planning for Imagine the Possibilities Tours May 9 and May 16 to showcase property in the downtown historic district to investors, relators, and business owners.
- Community Cleanup Day held with 12 attendees for April.
- Planned a What is Main Street? program for the local community and area Main Street cities.
- Completed design for and placed order for a new set of banners for Lee Dildy Boulevard.
- Held Local Lore Elgin's History Adventure in conjunction with the Pearls of Youth Art Show.
- Held Hip Hop Shop a new promotion for Easter Weekend downtown.
- Continued marketing and promotion for Music series, Local Lore, Sip Shop & Stroll and Elgin Art Studio Tour.
- Working on Shared Use parking agreements.
- Developed a plan for the revised and updated department section of the website.
- Planned business training classes on social media for April and May.
- Walk and Bike to School April good participation. Supports the ongoing Education efforts required of a Safe Routes to School community program.
- Completed a Transportation Alternatives and Safe routes to school grant.
- Met with potential buyers and realtors for properties downtown.
- Met with property owners about renovation plans and possible tenants.
- Met with business owners seeking lease space.

- City of Elgin E-News
- Social Media: Facebook - visitelgintx, Instagram – visitelgintx

Boards & Committees, Seminars

CAMPO TAC , Advisory Committee

Main Street Board

Historic Review Board

Promotion Tourism Committee

Design Committee

Business Retention Recruitment Committee

District Advisory Committee EISD

School Health Advisory Committee

Clean Air Coalition Advisory Committee meeting

Regional Arterials study Steering committee for CAMPO

MOKAN sub regional arterials study committee for CAMPO

Upcoming Events

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

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

May 16 Imagine the Possibilities Tour and Luncheon rsvp required

May 18 -19 Elgin Art Studio Tour

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

Elgin Main Street Program

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

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

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



MONTHLY ACTIVITY REPORT

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

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

CITY: _____Elgin_____

MONTH/YEAR: ____April____ 2019 _____

DATE SUBMITTED: ____5-10-2019_____

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

Meeting Dates:	Update on projects or activities
April 18, 2019	Business Survey Business retention and board members began meeting with downtown businesses to complete the survey. Local Lore, Elgin's History Adventure – held April 13 torrential rain interrupted the morning but passed quickly. Afternoon was well attended. New businesses 1950- 1970 walking tour, and a new slide show were both very popular. farm equipment display and a great live music line up made for a fun day. The Elgin Art Studio Tour – artists signing up and being placed for the May 18-19 weekend. Clever Tiger recruiting Amy's Ice cream. Daniels Burgers will be downtown May 18. Live music both days to be funded by Main Street . Planning and funding entertainment for Sip Shop and Stroll. Continued marketing of all events. pedestrian safety in the downtown area –continued review with TXDOT

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

Meeting Dates:	Update on projects or activities
April 22, 2019	Completed new volunteer and main street program recruitment Awareness rack cards. Planning What is Main Street program for May 13. Working with City staff on redesign of city website to include updated information for downtown, Main Street and Historic preservation. Overall project Historic Preservation Plan Theresa McShan is serving on this committee. met to determine strengths and areas where help is needed for preservation groups in the community. developing a community survey for those involved in historic preservation and a survey for general community.

PROMOTION:

Meeting Dates:	
April 12, 2019	Sip Shop and Stroll April 11 was well attended.

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

	Added Hip Hop Shop an Ester Weekend promotion at participating downtown businesses. The event brought people downtown to shop and the stores involved are making plans to do it again in 2020. Local Lore for April 13 – Businesses 1950 to 1970's display boards completed by the Elgin High School ACE program and displayed around the downtown area. farm equipment scheduled, live music Patty Finney and local musicians. Elgin Art Studio Tour for May 18 -19 . Met with business host locations to discuss what they will be doing and finalized host locations. Working with Chamber on the Elgin Ice Cream stroll for Sunday May 19. Committee meets at The Clever Tiger
	Hogeye festival applications available online. Graphic design work in final stages. Music being negotiated. Planning for The Peterson Brothers. Festival layout changes being considered: CARTS public transit stop to be under construction BBQ cook-off to be moved onto Central Avenue from Avenue C to Avenue B. Car Show to occupy South Main, Central Avenue from Main to Ave C and S Ave C from Central to Austin. Museum parking lot to have Corn Hole tournament ACME brick throw, seating. Food vendors on Depot and 2nd St.

DESIGN:

Meeting Dates:	Update on projects or activities
April 2, 2019	Public art Plan to be presented to city council in near future. McDonald's of Elgin donated \$2500 to public art initiative for their 25th anniversary. Music in the Park Series organized by FOEP Friday nights in April has great weather and attendance. dinner downtown component with to go specials at participating restaurants was a nice addition. Margo Sawyer's class at UT to present designs at Art Studio Tour May 18-19.

ECONOMIC VITALITY/DOWNTOWN ECONOMIC DEVELOPMENT:

Meeting Dates:	Update on projects or activities
April 3, 2019	Invitations, promotion, organizing the Imagine the possibilities tours for May. One tour with Sip Shop and Stroll. 2nd tour by invitation with a catered lunch donated by Elgin EDC.

1. Program Commentary (*list critical issues, problems, and successes/completed projects of the past month*):
2. Outlook. Goals and challenges; plans for upcoming major projects such as public improvements etc.:

Lots of new parts to the Elgin Art Studio Tour and new partnerships -

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

3. Suggestions for Texas Main Street Center (*list suggestions on services or training topics; new resources; questions*):
4. Main Street in the News. *We would love to spotlight your upcoming events in our Main Street Matters e-newsletter, please email Mainstreet-reports@thc.texas.gov with the information. We ask that you do not send in events that have already taken place, send in future events for as many months as possible.*

May 9- Sip Shop and Stroll Imagine the Possibilities tour

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

May 16 Imagine the Possibilities luncheon

May 18-19 – Elgin Art Studio Tour

June 7-8 Juneteenth Street Dance, Parade and Festival (Juneteenth Festival committee)

June 18 – 22 50th Anniversary of Western Days Festival (Chamber)

July 3 Chalk It Up Sidewalk chalk art contest and lighted bicycle parade (Parks & Recreation)

Elgin Main Street

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

Library Report for City Council May 2019

Circulation was down 7% in May with the collection size up 244 items from the previous May.

Friends of the Elgin Library had a nicely attended Grown Up Game Gala on May 31. They are doing their annual membership drive.

Grants: Jaimie Hicks and Heather Fowler attended the Grantsmanship Academy provided by Texas State Library and Archives. They are now working on a grant to support families in their children's early literacy efforts.

Programs: We had lots of field trips from the schools in May. Program attendance was up 81% from the previous May. Special programming included May the Fourth (Star Wars) and Muffins with Mom.

Staff is planning, purchasing for, preparing, and promoting the Summer Reading Program.

Technology will improve with new computers added to the network.

Down Home Ranch filmed their members using the library on May 15. One volunteers with us on Wednesday and she has started a book club at Down Home Ranch.

Categories	Units	May '18	May '19	Fiscal YTD '18	Fiscal YTD '19
Total Circulation		7,404	6,863	58,586	51,204
+ or - Same month previous year	Percent	2%+	7%-		
Additions					
Interlibrary Loans	Each	10	17	124	97
New Patrons	Each	98	68	618	530
Collection					
Items Added	Each	292	428	1,738	2,078
Items Withdrawn	Each	254	110	2,759	3,538
Total Collection	Each	36,681	36,925	36,681	36,925
General Statistics					
Gate Count	Each	3,459	4,022	24,505	30,314
Hours Open	Hours	180	188	1,297	1,304
Library Tours	Each	0	21	1	225
Program Visitors	Each	311	563	2,272	3,541
Public Computer Use	Hours	444	437	3,502	2,937
Patrons using computers	Each	724	716	4,891	4,531
Wifi Patron Use		477	1,065	3,614	7,327
Volunteer Hours	Each	122	150	1,062	1,325
Receipts					
		\$10,143	\$1,248	\$20,944	\$11,819

Civic Center Use					
City	Each	19	6	84	37
Library	Each	19	23	162	175
Public Rental	Each	3	2	26	38
Other - not for profit	Each	1	9	27	43
Total Civic Center Use		42	40	299	293

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month May

Year 2019

Municipal Court for the City CITY OF ELGIN

Presiding Judge Amanda Carter

If new, date assumed office

Court Mailing Address P.O. BOX 591

City ELGIN

, TX Zip 7-8621

Phone Number (512) 281-0318

Fax Number

Courts Public Email

Court's Website

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

Prepared by Yadira Duque

Date Jun 17, 2019

Phone Number (512) 281-0318

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

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of CITY OF ELGIN

Month May Year 2019

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	13,137	13	0	0	2,557	36
a. Active Cases	9,963	12	0	0	1,423	20
b. Inactive Cases	3,174	1	0	0	1,134	16
2. New Cases Filed	357	6	0	0	68	6
3. Cases Reactivated	48	1	0	0	13	1
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	10,368	19	0	0	1,504	27
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	183	1	0	0	28	3
b. Dismissed by Prosecution	8	0	0	0	5	2
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	13	0	0	0	15	5
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b: Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	13					
b: After Deferred Disposition	4	0	0	0	2	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	3					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	15	0	0	0	0	0
10. Total Cases Disposed	239	1	0	0	50	10
11. Cases Placed On Inactive Status	78	0	0	0	39	0
12. Total Cases Pending End of Month:	13,255	18	0	0	2,575	32
a: Active Cases	10,051	18	0	0	1,415	17
b: Inactive Cases	3,204	0	0	0	1,160	15
13. Show Cause Hearings Held	31	0	0	0	11	0
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	1	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court CITY OF ELGIN	TOTAL
Month May Year 2019	
1. Transportation Code Cases Filed	5
2. Non-Driving Alcoholic Beverage Code Cases Filed	1
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	2
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	4
9. All Other Non-Traffic Fine-Only Filed	3
10. Transfer to Juvenile Court:	0
a. Mandatory Transfer	
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning:	0
a. Warnings Administered	
b. Statements Certified	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court CITY OF ELGIN		Number Given	Number Requests For Counsel
Month May	Year 2019		
1. Magistrate Warnings:		11	
a. Class C Misdemeanors			
b. Class A and B Misdemeanors		8	8
c. Felonies		9	5
			TOTAL
2. Arrest Warrants Issued:			118
a. Class C Misdemeanors			
b. Class A and B Misdemeanors			0
c. Felonies			4
3. Capiases Pro Fine Issued			21
4. Search Warrants Issued			0
5. Warrants for Fire, Health and Code Inspections Filed			0
6. Examining Trials Conducted			0
7. Emergency Mental Health Hearings Held			0
8. Magistrate's Orders for Emergency Protection Issued			1
9. Magistrate's Orders for Ignition Interlock Device Issued			2
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond			0
11. Driver's License Denial, Revocation or Suspension Hearings Held			0
12. Disposition of Stolen Property Hearings Held			0
13. Peace Bond Hearings Held			0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:			0
a. Partial Satisfaction			
b. Full Satisfaction			2
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit			11
16. Cases in Which Fine and Court Costs Waived for Indigency			3
17. Amount of Fines and Court Costs Waived for Indigency			\$1,097.20
18. Fines, Court Costs and Other Amounts Collected:			\$28,345.52
a. Kept by City			
b. Remitted to State			\$20,356.02
c. Total			\$48,701.54

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



May 2019 Parks Report- Michael

Our intent with your operations here in the Parks Department is to connect folks to the vast amount of recreation opportunities that this town has to offer. The main challenge that we run into is finding a way to offer activities for everyone in our parks while maintaining a responsible budget. The way we can get close to this goal is to offer two main ways to enjoy the parks and their facilities. Some of these opportunities are scheduled programming while the majority of what we can offer citizens is passive recreation. Passive recreation is low impact to the parks and does not require staff to schedule the activity, or special equipment. Passive recreation included walking, biking, birding or other activities that park visitors can do on their own. We find that this is how we can maximize our leverage for park activity. By providing clean safe recreation spaces and letting the park visitors decide their activity. I challenge you to think about the last time you walked in a park, enjoyed the shade of an elm tree or joined a volleyball game. Consider a new activity and make passive recreation part of your life.

Programs -Elizabeth

We kicked off May with a Mother's Day Crafts event for the kids, followed by Senior Trivia where our seniors got together to compete against one another in a game of silly trivia questions. We had an uproariously fun time laughing at silly answers and snacked on a spread provided by Nurse Next Door. The day before the pool season opened, we helped the Friends of Elgin Parks host their Summer Fundraiser, which was a LUAU at Morris Memorial Pool. The LUAU was a lot of fun and a huge success netting over \$1500 in profits to be used on future Friends of Elgin Parks events such as Music in the Park. Finally, we hosted the first in our series Movies in the Park. We showed The Little Mermaid in Elgin Memorial Park with lawn games for kids before the movie and free popcorn throughout the movie. We trained our lifeguards extensively throughout the month of May to bring together a team of 20 lifeguards proficient in lifeguarding, teamwork and teaching swim lessons and water aerobics.

Goals for June 2019

- Plan and implement task for Westerndays.
- Plan for increased park rentals

Facility and Park Activity Summary		Number of uses May 2019		
	March	April	May	
Park/ Pavilion Rental	6	12	11	
Ball Field Rental	53	54	48	
Fleming Community Center/ Rec Center rentals	58	33	43	
Monthly Rec Memberships	180	159	206	
Yearly Rec Membership	3	19	36	
Pool Entries	NA	NA	334	
Deposits	\$10,256.00	\$13,074.50	\$18,533.25	

Public Works – May– 2019

Right of Way and Easement mowing and maintenance:

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

Sign replacement:

Replaced 30 MPH - West Cleveland Street

Installed new banners - Lee Dildy Boulevard, Saratoga Farms Boulevard, and Roy Rivers Road

Permanent Street, utility cut repairs, pothole repairs:

Level-ups:

3 locations - Sierra Wind Lane

1 location - entry way Western Sky Boulevard

2 locations - Mogonye Lane

Patches:

Crestwind Lane

Martin Luther King Boulevard

Carver Street

3 locations - Mogonye Lane

Excavated and added base:

West 10th Street

Loesch Drive

Added base:

Elgin Memorial Park - parking lot and edge of pavement

County Line road – edge of pavement

Mogonye lane - failure

Alley between East 7th Street and E 8th Street

Curb, Gutters, Drains, and Ditch Cleaning

Curb, Gutter, and Sidewalks:

Lee Dildy Boulevard

Roy Rivers Road

Saratoga Farms Boulevard

East 7th Street

East 8th Street

Dildy Drive

Swenson Boulevard

Trees and Brush:

Trimmed low limbs:

Alley between East 7th Street, East 8th Street, North Avenue C to Railroad
Alley between East 8th Street, East 9th Street, North Avenue C to Railroad
North Avenue A and East 3rd Street
North Avenue B between West 1st Street and West 2nd Street
West 1st Street between North Avenue A and North Avenue B
East 3rd Street at North Avenue J
Houston Street from Masonic Drive to Carter Street
East 7th Street from North Main Street to Railroad

Trimmed brush

Central Avenue between South Main Street to South Avenue C

Removed fallen limb:

Antietam Trail
West 8th and North Main Street
Maddison Street

Trimmed brush covering sidewalk

West 6th Street and North Main Street

Removed fallen tree:

Canada Street and East 7th Street

Removed brush, and cleaned edge of pavement:

Kennedy Street

Miscellaneous:

Shot grade for drainage – East 8th Street and Louise Street
Paint striped – crosswalks, railroad markings, and stop bars - downtown area
Removed and replaced sidewalk section - Vicksburg Loop
Removed construction sign – Elgin Memorial Park - Park and Ride
Temporary repaired light on Lee Dildy Boulevard (ordering new globe)

Events:

5/7/19 Flooding

Saratoga Farms Subdivision Section 6:

Substantially complete.

Lee Dildy Boulevard/Roy Rivers Road Phase 2:

Construction underway

Homestead Subdivision:

Construction has begun

Joe Parten

Director, Public Works
City of Elgin

UTILITY BILLING REPORT			May 2019
Billed out	\$473,874.95		
Past due notices	671		
Work orders-Cut offs	52		
Disconnected for non pmt	48		
Extension to pay 1st	61		
Extension due for disconnect	1		
Meter tamper fee	0		
After Hour turn on	1		
Accounts set to final	7	for non pmt	
Leak Adjustments	5		

METER REPORT		
WORK ORDERS	COMPLETED	INCOMPLETE
START READ	53	3
FINAL READ	42	1
TRANSFERS / IN AND OUT	8	0
CTO'S / DISCONNECT NON-PMT	56	0
SET METER	0	1
METER REPLACEMENTS	68	118
VISUAL READS	13	0
FAILURE TO READ (MOBILE MISS)	121	0
RE READS	28	0
WL / CHECK FOR WATER LEAK	7	4
METERS DATA LOGGED	12	0
MISCELLANEOUS	13	13
TOTAL NUMBER OF WORK ORDERS	421	140
CURB STOPS - JOHN CALHOUN		
BROKEN CURB STOPS	2	33
SERVICE LINE REPAIR		
MAIN BREAK	2	
SEWER LINE REPAIR	5	1
TOTAL NUMBER OF WORK ORDER	9	34
BULK WATER		
PURCHASES	12	
TRIPS/GALLONS	19/7,400	
TOTAL COLLECTED	\$45.75	

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

310 N. Main Street
512-229-3220 office

Monthly Reports May 2019

Department 023 Water Treatment

Well # 10	0 Gallons
Well # 11	0 Gallons
Well # 14	18,791,000 Gallons
Well # 15	14,613,000 Gallons
Water loss due to leaks or flushing	100,000 Gallons
Total Water Pumped	33,304,000 Gallons

Chemicals Used

Chlorine	922 Pounds
Sequest	150 Gallons

Distribution Samples

Bacteriological Samples Taken	11
Average Chlorine Residual	1.72 mg/l
Violations	0

Department 024 Distribution

Line Repairs/New installations

Main Line Breaks	3
Service Line Breaks	2
Miscellaneous Repairs/Complaint Calls	20
New Connections/Taps	0
Installation of New Water Main	0

Department 026 Wastewater

Collections

Backups

Main Lines	3
Service Lines	12
After Hours Call-Outs	8

Line Repairs/New Installations

Curb Side Cleanout Caps Replaced	4
Curb Side Cleanouts Installed	2
Main Line Repairs	0
New Main Line Installed	0
New Taps Installed	0
Lines TV'd	5
Manholes Installed/Repaired	1

Lift Station Maintenance/Repairs

Hour Meter Reads/Daily Site Checks	10 Daily
Pumps Pulled	2
Pumps Installed	1
Pumps De-raged	4
Motors Pulled	0
Motors Installed	0
Electrical Issues (Repair/Replace Parts)	1
Floats Cleaned/Replaced	2
Grass/Weed Maintenance	9
After Hours Call Outs	4

Wastewater Treatment Plant**Maintenance/Repairs**

Pumps Pulled	1
Pumps Installed	1
Motors Pulled	1
Motors Installed	1
Control System/Electrical Repairs	5
Cleaned Wet Well Floats	0
Miscellaneous Repairs	14
After Hours Call-Outs	6

Chemicals Used

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

Monthly Plant Flows and Test Results

Minimum Daily Flow	392,000 Gallons
Maximum Daily Flow	1,529,000 Gallons
Average Daily Flow	807,200 Gallons
Total Monthly Flow	25,023,000 Gallons

Effluent DO (Dissolved Oxygen) Average	7.75
Effluent Chlorine Residual Average	1.55 mg/l
Effluent pH Average	7.34
Total Phosphorus Average	0.228
CBOD (Carbonaceous Biochemical Oxygen Demand) Average	3.16
TSS (Total Suspended Solids) Average	2.05
Ammonia/Nitrates Average	1.101

Remarks :



MEMORANDUM

To: Tom Mattis, City Manager
From: Amy Miller, Community Development Director
Date: June 10, 2019
RE: Community Development Department Report May 2019

Historic Review Board reviewed a façade application for 18 North Main Street (G&M Drygoods) for 2nd floor replacement windows. The property owner proposed to remove 2nd story windows that are not architecturally compatible (wrong size, shape and material for the building) and replace those windows with new wood frame windows that are the size and shape of the original window opening. Windows proposed are based on historic photos from 1901 and 1960, fit the original window opening area and are architecturally compatible. Application complies with the historic district and building plan review processes and meets the Secretary of the Interiors Guidelines for Historic preservation. Application was approved. A sign application from ChemNChem Café a new coffee house at 114 North Main Street and for Sterling Associates Realtors at 116 First Street were reviewed and approved as compliant. The Main Street Board Imagine the Possibilities tours May 9 and May 16 were very well attended and a great success. The Elgin Art Studio Tour and Ice-cream Stroll in partnership with the Elgin Arts Association, the Elgin Chamber of Commerce, Studio 621, Earthen Metals, The Clever Tiger and The Open Room was a successful weekend with film screening Friday through Sunday and the ice-cream stroll on Sunday was a lot of fun.

Projects

- Imagine the Possibilities Tours May 9 and May 16 showcased property in the downtown historic district to investors, relators, business owners, and community members.
- Community Blood drive held with 36 donors and 32 whole blood donations.
- What is Main Street? program had attendees from Elgin and LaGrange.
- New set of banners completed and installed for Lee Dildy Boulevard.
- Marketing and promotion for Elgin Art Studio Tour and Sip Shop & Stroll.
- Hogeye Festival planning
- Working on Shared Use parking agreements.
- Working with overall redesign of website. Revising and updating department section of the website.
- Provided a community tour to USDA representatives.
- Business training classes on social media May well attended.
- Walk and Bike to School May good participation worked with EISD to complete transportation tally surveys – these projects support the ongoing Education efforts required of a Safe Routes to School community program.
- Met with potential buyers and realtors for properties downtown.
- Met with property owners about renovation plans and possible tenants.
- Met with business owners seeking lease space.
- City of Elgin E-News

- Social Media: Facebook - visitelgintx, Instagram – visitelgintx

Boards & Committees, Seminars

CAMPO TAC , Advisory Committee

Regional Arterials study Steering committee for CAMPO

MOKAN sub regional arterials study committee for CAMPO

Main Street Board

Historic Review Board

Promotion Tourism Committee

Design Committee

Business Retention Recruitment Committee

District Advisory Committee EISD

School Health Advisory Committee

Clean Air Coalition Advisory Committee meeting

Upcoming Events

Sip Shop & Stroll June 13

June 7-8 Juneteenth Street Dance, Parade and Festival (Juneteenth Festival committee)

June 18 – 22 50th Anniversary of Western Days Festival (Chamber)

July 3 Chalk It Up Sidewalk chalk art contest and lighted bicycle parade (Parks & Recreation)

Mid July – to August Dine In Elgin

Sip Shop and Stroll July 11

Elgin Main Street Program

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

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

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



MONTHLY ACTIVITY REPORT

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

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

CITY: _____ Elgin _____

MONTH/YEAR: _____ May 2019 _____

DATE SUBMITTED: _____ 6-10-2019 _____

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

Meeting Dates:	Update on projects or activities
May 16 , 2019	Imagine the Possibilities tours were A great success. 20 participated in the Sip Shop and Stroll imagine tour and 50 participated in the luncheon tour. Comprehensive packets were provided to all participants with information about community growth downtown available property events and the new public art plan The Elgin Art Studio Tour – great additions with Daniels burgers, Amy's Ice cream and live music as well as the Ice cream stroll on Sunday.

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

Meeting Dates:	Update on projects or activities
May 13, 2019	What is Main Street program for May 13 – had several local attendees and two from LaGrange. Historic Preservation Plan developing a community survey for those involved in historic preservation and a survey for general community. Modern Dry Cleaners received a Texas Treasures award through the THC This recognizes businesses continuously operating for 50 years or more. Volunteers put together the applications. A program to recognize them will be planned for late summer or early fall

PROMOTION:

Meeting Dates:	
May 3, 2019	Sip Shop and Stroll May 9 was great and Imagine tour was very well attended. Elgin Art Studio Tour for May 18 -19 worked really well and the new Chamber Ice Cream stroll for Sunday was a fun addition. June adding Amy's Ice cream for the summer at Sip Shop & Stroll,

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

	continuing live music. Juneteenth Festival June 7-850th Anniversary of Western Days will be June 18-22. Planning a window display contest for June – Red white and Blue and summer fun theme. Parks Dept hosting Chalk It UP and the Push Pedal Pull Peoples parade on July 3 at Veterans Memorial park downtown to include a lighted bicycle parade. Small business Saturday and Holiday events planning begins in June
May 22, 2019	Graphic design work finalized, music booked including The Peterson Brothers. Festival layout changes finalized - CARTS public transit stop to be under construction BBQ cook-off to be moved onto Central Avenue from Avenue C to Avenue B. Car Show to occupy South Main, Central Avenue from Main to Ave C and S Ave C from Central to Austin. Museum parking lot to have Corn Hole tournament ACME brick throw, seating. Food vendors on Depot and 2nd St. Traffic control requests being started with TXDOT. Street closures, fee waivers, open container to be submitted to Council for June review.

DESIGN:

Meeting Dates:	Update on projects or activities
May 28, 2019	Public art Plan to be presented to city council in July. Margo Sawyer's class at UT presented designs at Art Studio Tour May 18 for 3 dimensional public art. Community was invited to see the presentations and share their thoughts on public art. Lots of interest in public art – working towards a mural or more than one with property owners who are also artists. Planning a pop-up art showcase with Sip Shop & Stroll in June. Committee planning meetings with city council members to review the plan.

ECONOMIC VITALITY/DOWNTOWN ECONOMIC DEVELOPMENT:

Meeting Dates:	Update on projects or activities
May 3, 2019	The tours were a GREAT success – very well attended. Business surveys were the other focus - several volunteers met with businesses to complete the surveys. Goal is to have a good number back for review in June. Small group to meet about Texas Downtown Association President's Award nominations – these are due in July. Dine Elgin slated for mid July to mid August

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

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

Sip Shop & Stroll June 13

June 7-8 Juneteenth Street Dance, Parade and Festival (Juneteenth Festival committee)

June 18 – 22 50th Anniversary of Western Days Festival (Chamber)

July 3 Chalk It Up Sidewalk chalk art contest and lighted bicycle parade (Parks & Recreation)

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Elgin Police Department

May – 2019

Monthly Report

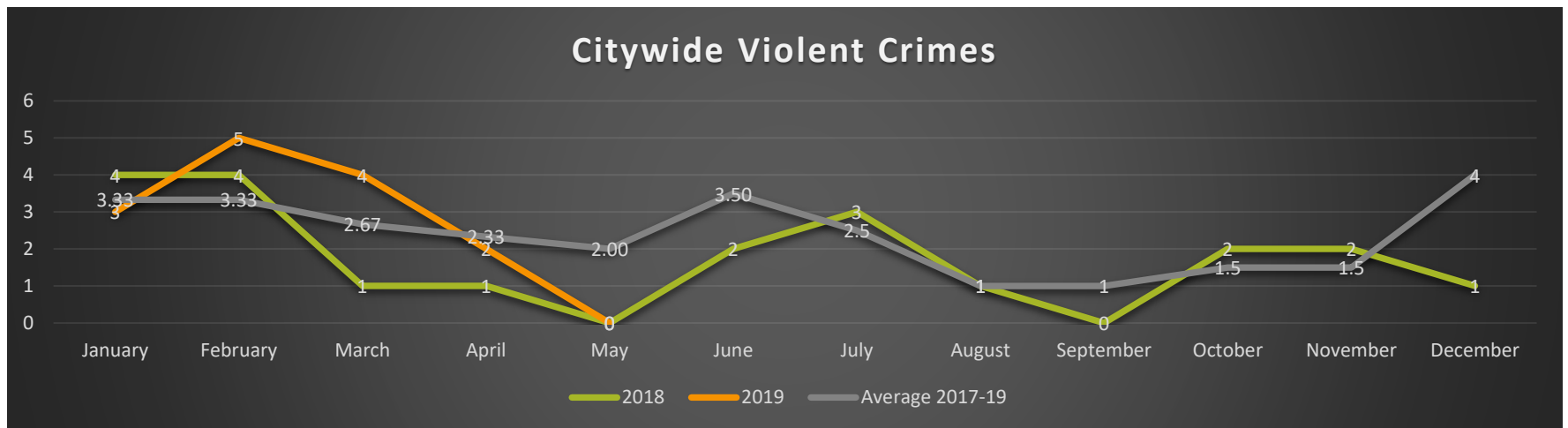


Elgin Police Department

Citywide Monthly Crime Reports - May 2019

Violent Crime

Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Homicide	0	0	nc	0	nc	0	0	nc	0	0%
Rape/Sexual Assault	0	1	-100%	0	nc	6	1	500%	4	67%
Business Robbery	0	1	-100%	0	nc	2	2	nc	2	100%
Individual Robbery	0	0	nc	0	nc	3	0	300%	3	100%
Agg Assault - No FV	0	0	nc	0	nc	2	2	nc	2	100%
Agg Assault - FV	0	0	nc	0	nc	1	5	-400%	1	100%
Total	0	2	-200%	0	0%	14	10	40%	12	86%



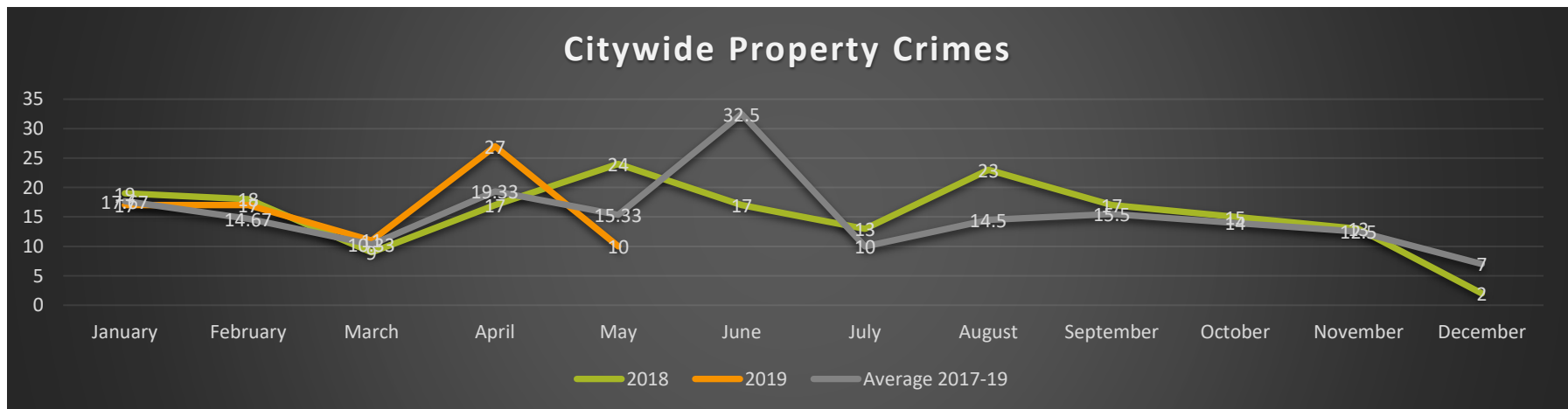


Elgin Police Department

Citywide Monthly Crime Reports - May 2019

Property Crime

Offense Category	MTD	MTD LM	MTD %	MTD LY	MTD % LY	YTD	YTD LY	YTD % LY	CR YTD	CR YTD%
Burglary Non Residence	1	2	nc	0	100%	7	11	-36%	0	0%
Burglary Residence	4	4	nc	9	-56%	14	15	-7%	4	29%
Auto Theft	0	3	-300%	2	-100%	4	8	-50%	1	25%
BOV	1	3	-200%	6	-500%	7	20	-65%	6	86%
Other Theft	4	15	-73%	7	-43%	50	32	56%	39	78%
Total	10	27	-63%	24	-58%	82	86	-5%	50	58%

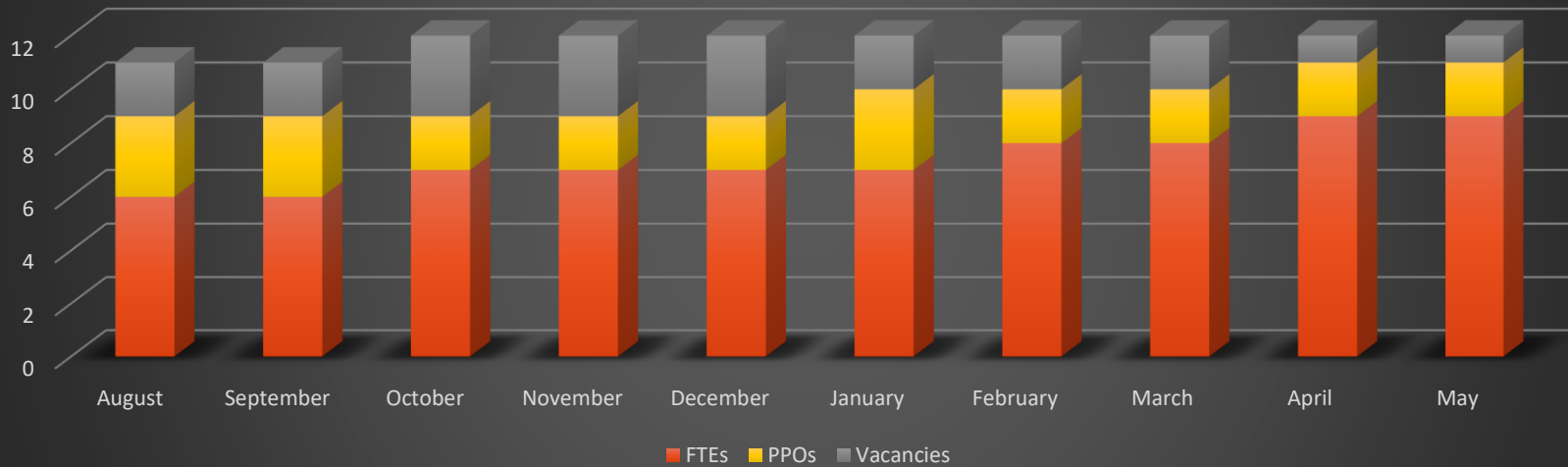




Elgin Police Department

Patrol Staffing – 2018/2019

Patrol Staffing 2018/2019



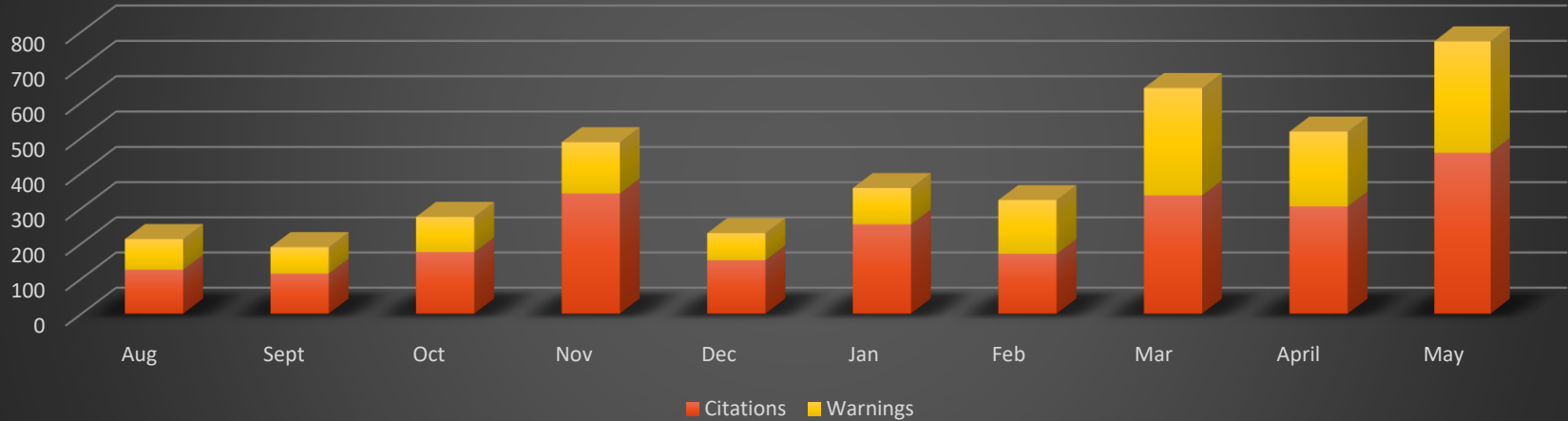
	Authorized	Open (Vacant)	Current	Actual % Vacant
May	12	1	11	8%
April	12	1	11	8%
March	12	2	10	17%
February	12	2	10	17%
January	12	2	10	17%



Elgin Police Department

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

Traffic Tickets by Type



Jan	Feb	Mar	April	May	2019	2018
255	171	337	306	458	1069	842
103	153	304	212	315	772	568
358	324	641	518	773	1841	1410

Note: 31% increase from 2018 during the same period. This data will differ from Racial Profiling Data (includes traffic stops and all other citations).



Elgin Police Department

Call Analysis – 2018/2019

	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	Ave
Dispatched calls	524	422	432	453	423	438	344	455	382	305	386	470	424	420
Self-Initiated calls	503	508	528	522	367	494	674	330	874	594	941	770	1142	592
Total Calls	1027	930	960	975	790	932	1018	785	1256	899	1327	1240	1566	1,012

														Ave
Total time on calls	22,844	18,068	22,182	27,004	22,151	32,908	37,485	28,124	30,908	19,060	25,924	26,688	37,091	26,957
Committed time	51%	42%	50%	60%	51%	74%	87%	63%	69%	47%	58%	62%	83%	61%

Goal for committed time = no more than 60%



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and possible action on various issues associated with an area in the southeast quadrant of the City annexed in 2015 (“Annexed Area”) including but not limited to possible direction to staff regarding a capital improvement project to extend wastewater services and/or de-annexation of certain properties therein

DEPARTMENT: City Manager

PROPOSED ACTION:

Direction to staff as it relates to the 2015-“Annexed Area” including (a) a possible capital improvement project to extend wastewater services, (b) possible de-annexation of certain properties therein, (c) a combination of both, and/or related matters.

BACKGROUND:

Discussed at numerous prior 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.

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

In support of a staff recommendation, City Council had previously 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 {X} not included in the current-year budget { } N/A

RECOMMENDATION:

Direction to staff as it relates to the 2015-“Annexed Area” as described herein

ATTACHMENTS:

10/18 and 3/19 Staff memorandums/reports
Area 2 and Area 3 Affected properties and property owners
Area 2 Map and Area 3 Map
4/23/19 and 6/12/19 Correspondence to property owners

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

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

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

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

Memorandum

Date: October 9, 2018

To: Mayor and City Council

Subject: City Services to Annexed Area

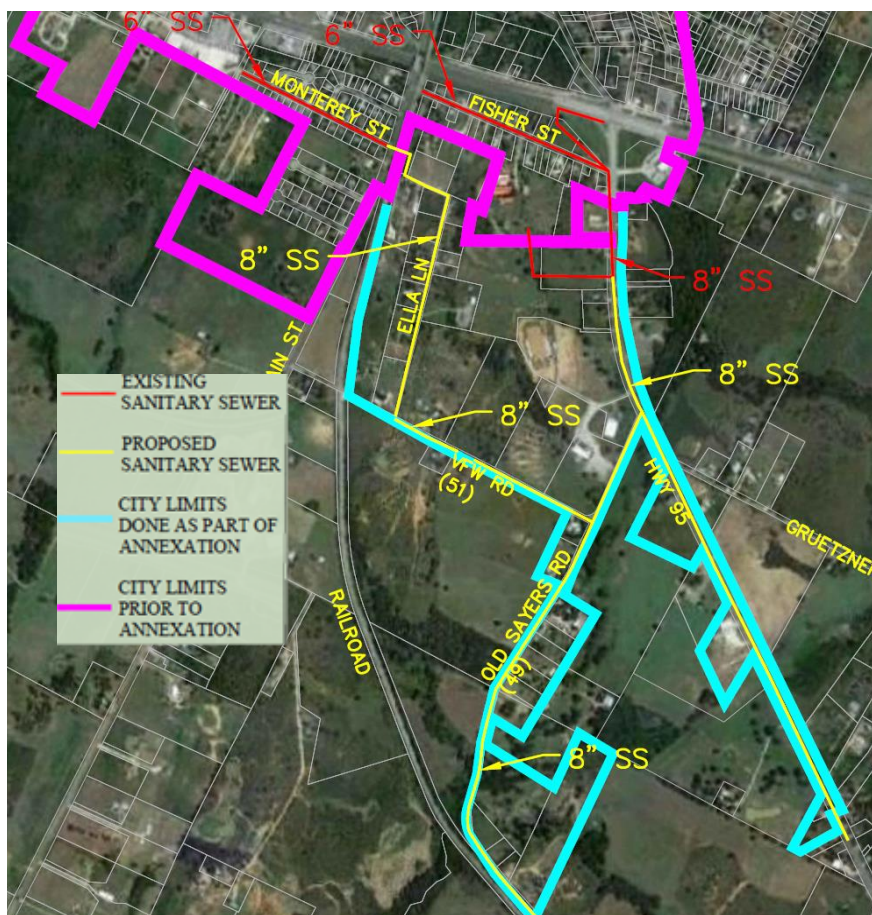


In December of 2015, the City completed an annexation of certain real property into the city limits that is located on the southeast side of town. The total of all such property annexed at that time was 131 acres that contained a variety of existing land uses, including the Texas Lost Pines Riding Club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

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

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

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



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

Extension of Wastewater Services

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

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

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

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

Code Enforcement

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

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

Land Development

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

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

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

Development Agreements

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

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

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

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

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

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

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

Financing

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

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

Conclusion

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

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

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

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

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



Thomas L. Mattis
City Manager

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

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

Annexed Properties (Ordinance No. 2015-12-22-34)

[illegible]

"AREA 3" ANNEXATION (East of the railroad) - August, 2015

Annexed Properties (Ordinance No. 2015-08-04-22)

	Property ID No.	Map No.	Initial Acreage	Current Acreage	Situs Address	First Name	Last Name	Mailing Address				Assessed Taxable Value			Total City Property Tax		
												2016	2017	2018	2016	2017	2018
1	68959	1	3.40	3.40	132 S SH 95	Seventh Day Adventist	Church	P.O. Box 588	Elgin	Texas	78621	\$ 238,347	\$ 238,347	\$ 274,726	\$ -	\$ -	\$ -
2	13249	4	0.50	0.50	156 S SH 95	Johnnie	Williams	156 S SH 95	Elgin	Texas	78621	\$ 45,263	\$ 62,770	\$ 37,806	\$ 297	\$ 412	\$ 248
3	12991	5	1.00	1.00	164 S SH 95	John	Garza c/o Billie Webster	RT 3 Box 428B1	Elgin	Texas	78621	\$ 53,514	\$ 62,731	\$ 67,920	\$ 352	\$ 412	\$ 446
4	14817	7	9.50	9.50	n/a	Veterans of Foreign Wars	Post # 6115	P.O. Box 188	Elgin	Texas	78621	\$ 59,375	\$ 59,375	\$ 59,375	\$ -	\$ -	\$ -
5	45322	8	1.83	1.83	186 S SH 95 Unit A	Elgin FFA Chapter	n/a	Elgin High School	Elgin	Texas	78621	\$ 106,523	\$ 106,523	\$ 106,523	\$ 700	\$ 700	\$ 700
6	13227	9	6.74	6.74	118 Old Sayers Rd.	Veterans of Foreign Wars	Post # 6115	P.O. Box 188	Elgin	Texas	78621	\$ 183,427	\$ 211,039	\$ 183,427	\$ -	\$ -	\$ -
7	45233	11	0.31	0.31	218 S SH 95	Martha & Crispin Soto	Garcia	561 Old Sayers Unit B	Elgin	Texas	78621	\$ 4,575	\$ 4,575	\$ 4,575	\$ 30	\$ 30	\$ 30
8	13255	12	5.75	5.75	222 S SH 95	Fay Evelyn	Wilson	222 Hwy 95 S	Elgin	Texas	78621	\$ 90,323	\$ 99,355	\$ 109,291	\$ 593	\$ 653	\$ 718
9	13199	14	4.19	4.19	274 S SH 95	Bombshell Speed & Custom LLC	n/a	274 Hwy 95 S	Elgin	Texas	78621	\$ 767,313	\$ 767,313	\$ 866,286	\$ 5,041	\$ 5,041	\$ 5,691
10	13025	17	1.00	0.54	330 S SH 95	Mattie Lee	Hawkins c/o Billie Ray Hawkins	10811 Faircroft	Houston	Texas	77048	\$ 41,999	\$ 44,399	\$ 41,397	\$ 276	\$ 292	\$ 272
11	57301	18	1.38	1.38	Hwy 95 Frontage West	Kenneth W.	Davis	5658 Belmark	Houston	Texas	77033	\$ 88	\$ 87	\$ 93	\$ 1	\$ 1	\$ 1
12	14554	22	10.11	10.11	273 Old Sayers Rd.	Nectali G. & Anabel Perez Mendoza	Villa	273 Old Sayers Rd.	Elgin	Texas	78621	\$ 124,788	\$ 140,800	\$ 157,015	\$ 820	\$ 925	\$ 1,031
13	14644	25	7.01	7.01	231 Old Sayers Rd.	Elicia	Saucedo	P.O. Box 128	Elgin	Texas	78621	\$ 125,199	\$ 149,156	\$ 162,678	\$ 822	\$ 980	\$ 1,069
14	13253	26	1.07	1.07	183 Old Sayers Rd.	Sam & Ericka A.	Greenfield	183 Old Sayers Rd.	Elgin	Texas	78621	\$ 83,027	\$ 100,186	\$ 99,313	\$ 545	\$ 658	\$ 652
15	93237	27	1.07	1.07	183 Old Sayers Rd.	Sam & Ericka A.	Greenfield	183 Old Sayers Rd.	Elgin	Texas	78621	\$ 222,171	\$ 244,388	\$ 235,859	\$ 1,459	\$ 1,605	\$ 1,549
16	61502	28	1.00	1.00	175 Old Sayers Rd.	Maria Del Rosario	Gallegos	175 Old Sayers Rd.	Elgin	Texas	78621	\$ 126,630	\$ 149,827	\$ 237,997	\$ 832	\$ 984	\$ 1,563
17	70375	29	1.00	1.00	171 Old Sayers Rd.	Maximo & Maria E, Sr	Campuzano	171 Old Sayers Rd.	Elgin	Texas	78621	\$ 110,652	\$ 121,717	\$ 133,889	\$ 727	\$ 800	\$ 880
18	13251	30	2.00	2.00	167 Old Sayers Rd.	Ernestino & Paula	Pruneda	167 Old Sayers Rd.	Elgin	Texas	78621	\$ 126,103	\$ 138,713	\$ 126,103	\$ 828	\$ 911	\$ 828
19	66605	31	1.71	1.71	156 Old Sayers Rd.	Sandra S	Freitag	156 Old Sayers Rd.	Elgin	Texas	78621	\$ 254,003	\$ 279,343	\$ 307,343	\$ 1,669	\$ 1,835	\$ 2,019
20	13097	32	1.00	1.00	201 VFW Rd.	Michael E & Jo Ann	Clements	201 VFW Rd.	Elgin	Texas	78621	\$ 187,492	\$ 206,241	\$ 227,188	\$ 1,232	\$ 1,355	\$ 1,492
21	13241	37	10.74	10.74	150 VFW Rd.	Chandra	Volkmar	150 VFW Rd.	Elgin	Texas	78621	\$ 220,792	\$ 251,626	\$ 267,758	\$ 1,450	\$ 1,653	\$ 1,759
22	12943	38	3.82	3.84	133 Ella Lane	Gail Theresa	Ernes	133 Ella Lane	Elgin	Texas	78621	\$ 153,187	\$ 191,547	\$ 218,601	\$ 1,006	\$ 1,258	\$ 1,436
23	45352	39	2.05	2.05	128 VFW Rd.	Isreal Douglas	Resendez	P.O. Box 717	Elgin	Texas	78621	\$ 106,770	\$ 115,740	\$ 130,776	\$ 701	\$ 760	\$ 859
24	13123	40	2.00	2.00	126 Ella Lane	Renee Davis	Owens	126 Ella Lane	Elgin	Texas	78621	\$ 84,445	\$ 92,890	\$ 124,412	\$ 555	\$ 610	\$ 817
25	13211	41	6.00	6.00	126 VFW Rd.	Ruby	Cara c/o Willie Thomas	11605 Melstone Dr.	Manor	Texas	78653	\$ 89,512	\$ 98,345	\$ 132,130	\$ 588	\$ 646	\$ 868
26	13119	42	2.80	2.96	176 Ella Lane	Alejandro & Octavia	Suazo	176 Ella Lane	Elgin	Texas	78621	\$ 112,801	\$ 126,773	\$ 141,321	\$ 741	\$ 833	\$ 928
27	13195	43	1.00	1.00	140 Ella Lane	Loren	Mayfield	140 Ella Lane	Elgin	Texas	78621	\$ 48,467	\$ 53,314	\$ 58,645	\$ 318	\$ 350	\$ 385
28	13189	44	0.63	0.63	144 Ella Lane	Linda	Bowman	144 Ella Lane	Elgin	Texas	78621	\$ 63,327	\$ 69,660	\$ 76,626	\$ 416	\$ 458	\$ 503
29	12907	45	1.00	1.00	164 Ella Lane	Margaret	Alexander	164 Ella Lane	Elgin	Texas	78621	\$ 98,908	\$ 108,799	\$ 120,680	\$ 650	\$ 715	\$ 793
30	13191	46	1.00	1.00	158 Ella Lane	R Tilghman IV & Tonya	Nalle c/o Chester O'Neil	499 Arbors Circle	Elgin	Texas	78621	\$ 29,999	\$ 29,999	\$ 48,000	\$ 197	\$ 197	\$ 315
31	13193	47	1.00	1.00	164 Ella Lane	Tonya Alexander	Nalle	499 Arbors Circle	Elgin	Texas	78621	\$ 29,999	\$ 29,999	\$ 48,000	\$ 197	\$ 197	\$ 315
32	75629	48	0.64	0.64	n/a	Patricia E	Ramirez	507 N. Ave. H	Elgin	Texas	78621	\$ 9,167	\$ 9,167	\$ 15,674	\$ 60	\$ 60	\$ 103
33	75633	49	1.73	1.73	n/a	Gary W	Pena	P.O. Box 988	Elgin	Texas	78621	\$ 36,179	\$ 36,179	\$ 51,123	\$ 238	\$ 238	\$ 336
34	75630	50	1.11	1.11	104 Fisher St.	Carlos & Lisa	Vizcarra	104 Fisher St.	Elgin	Texas	78621	\$ 186,668	\$ 205,335	\$ 226,239	\$ 1,226	\$ 1,349	\$ 1,486
35	75632	51	1.11	1.12	n/a	Adam	Pena Jr.	108 Fisher St.	Elgin	Texas	78621	\$ 20,313	\$ 18,811	\$ 20,692	\$ 133	\$ 124	\$ 136
36	13169	52	2.45	1.25	112 Fisher St.	Juan & Rosa	Loredo	112 Fisher St.	Elgin	Texas	78621	\$ 246,985	\$ 271,684	\$ 298,853	\$ 1,622	\$ 1,785	\$ 1,963
37	13231	53	1.00	1.00	165 Ella Lane	Larry Koi	Vincent	P.O. Box 1023	Elgin	Texas	78621	\$ 10,515	\$ 10,515	\$ 15,515	\$ 69	\$ 69	\$ 102
38	13083	54	1.00	1.00	159 Ella Lane	David Wayne & Rosemary	Townsend	159 Ella Lane	Elgin	Texas	78621	\$ 27,000	\$ 29,400	\$ 38,640	\$ 177	\$ 193	\$ 254
39	90033	55	0.50	0.50	151 Ella Lane	Peter L	McFarlin c/o Ramona K. Hendricks	151 Ella Lane	Elgin	Texas	78621	\$ 114,158	\$ 125,574	\$ 138,131	\$ 750	\$ 825	\$ 907
40	13039	56	0.51	0.50	147 Ella Lane	Robbie Jo	Hendricks	147 Ella Lane	Elgin	Texas	78621	\$ 116,626	\$ 128,289	\$ 137,169	\$ 766	\$ 843	\$ 901
41	ROW	57	13.76	13.76								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal		117.42	115.93								\$4,756,630	\$5,190,531	\$ 5,747,789	\$ 28,086	\$ 30,755	\$ 34,358
												Total Estimated City Property Tax Assessed (2016-18).....				\$ 93,200	

Grand Total - Estimated City Property Tax Assessed (2016-18)..... \$ 155,739

Development Agreements in Lieu of Annexation (Resolution No. 2015-08-04-09)

	Property ID No.	Map No.	Initial Acreage	Current Acreage		Situs Address	First Name	Last Name	Mailing Address				Assessed Taxable Value			Total City Property Tax		
													2016	2017	2018	2016	2017	2018
1																		
2		-	197.26	197.26	*		Charles Jospheh	Poth Jr. Trust					\$ -	\$ -	\$ -			
3		-	193.84	193.84	*	E US HWY 290	David & Randy	Lundgren Estate Exec					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4		-	18.00	18.00	*	FM Rd. 1100	First Baptist	Church					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5		-	69.21	69.21	*	18510 F M Rd. 1100	Norris E	Krieg					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6		-	120.52	120.52	*	14300 County Line Rd	Betty S	Lundgren					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7		-	1.38		*		Kenneth	Davis					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	11315	-	139.72	139.72	*	802 N SH 95	Roger & Suzanne	Mogonye	P.O. Box 132	Elgin	Texas	78621	\$ 262,196	\$ 284,728	\$ 281,376	\$ -	\$ -	\$ -
	Subtotal		739.93	738.55									\$ 262,196	\$ 284,728	\$ 281,376	\$ -	\$ -	\$ -
8	13033	2	5.00	5.00	*	142 Highway 95 S	Annie Lee	Haywood	3618 Glen Harbor	Houston	Texas	77025	\$ 120,887	\$ 132,943	\$ 146,140	\$ -	\$ -	\$ -
9	12933	3	12.41	12.41	*	n/a	Ernest W.	Bracewell Sr FamilyTrust	18015 FM 1100	Elgin	Texas	78621	\$ 6,027	\$ 6,855	\$ 6,912	\$ -	\$ -	\$ -
10	45539	6	10.57	10.57	*	186 S SH 95	Texas Lost Pines	Riding Club	P.O. Box 309	Elgin	Texas	78621	\$ 45,364	\$ 53,303	\$ 56,484	\$ -	\$ -	\$ -
11	52471	10	25.00	25.00	*	151 Old Sayers Rd.	Deborah	Henry Trust	310 Montesano Park Drive	Imperial	Michigan	63052	\$ 3,428	\$ 3,652	\$ 3,780	\$ -	\$ -	\$ -
12	68771	15	9.72	9.72	*	240 Hwy 95 S	James	Edge	240 Hwy 95 S	Elgin	Texas	78621	\$ 1,040	\$ 953	\$ 924	\$ -	\$ -	\$ -
13	12927	16	19.00	-	*		Pauline	Bostic	Bostic									
14	14617	19	99.00	99.00	*	307 Old Sayers Rd	John H Snowden	Management Trust	307 Old Sayers Road	Elgin	Texas	78621	\$ 10,120	\$ 11,348	\$ 11,196	\$ -	\$ -	\$ -
15	68935	21	10.75	10.75	*	240 Hwy 95 S	James E & Caron E	Edge	240 Hwy 95 S	Elgin	Texas	78621	\$ 1,001	\$ 932	\$ 924	\$ -	\$ -	\$ -
16	49323	23	5.41	5.41	*	209 Old Sayers Rd	Kelly Sue	Rogers	P.O. Box 1317	Elgin	Texas	78621	\$ 218,908	\$ 248,189	\$ 290,728	\$ -	\$ -	\$ -
17	60988	24	5.70	5.70	*	209 Old Sayers Rd	Kelly Sue	Rogers	P.O. Box 1317	Elgin	Texas	78621	\$ 869	\$ 964	\$ 592			
18	13173	34	61.34	-	*		Abner C. & Juanita S.	Scott Revocable Living Trust										
19	14497	60	20.44	20.44	*	n/a	Annie Lee	Haywood	3618 Glen Harbor	Houston	Texas	77025	\$ 2,237	\$ 2,053	\$ 1,942	\$ -	\$ -	\$ -
20	13175	36	10.21	10.25	*	172 VFW Rd	Catherine Hankamer	Jarl	172 VFW Rd	Elgin	Texas	78621	\$ 61,456	\$ 61,446	\$ 292,501			
21	14614	59	1.00	1.00		307 Old Sayers Rd	John H Snowden	Management Trust	307 Old Sayers Road	Elgin	Texas	78621	\$ 42,184	\$ 46,445	\$ 53,095			
22	13265	13	4.00	4.00		240 S SH 95	James	Edge	240 Hwy 95 S	Elgin	Texas	78621	\$ 136,707	\$ 150,378	\$ 173,916			
23	12929	20	1.00	20.00		296 Hwy 95 S	Marilyn Marzec	Morris	296 Hwy 95 South	Elgin	Texas	78621	\$ 129,052	\$ 142,089	\$ 187,001			
24	13171	33	1.00	1.00		155 VFW Rd.	Armando Tirado & Maria N. Calzada	Estrada	957 Old Sayers M N C Rd.	Elgin	Texas	78621	\$ 90,365	\$ 117,574	\$ 112,977			
25	126246	35	0.50	0.50		n/a	Texas Lost Pines	Riding Club c/o Lorrie Phillips	P.O. Box 309	Elgin	Texas	78621	\$ 3,125	\$ 3,438	\$ 3,125			
	Subtotal		302.05	240.75									\$ 872,770	\$ 982,562	\$ 1,342,237	\$ -	\$ -	\$ -
	Totals		1,041.99	979.30									\$1,134,966	\$1,267,290	\$ 1,623,613			

CITY OF ELGIN

AREA 2

LEGEND:

- ANNEXATION
- DEVELOPMENT AGREEMENT

ANNEXATION			
1.	R13137	2.00	AC.
2.	R13053	3.39	AC.
3.	R53885	1.00	AC.
4.	R64362	1.216	AC.
5.	R69115	5.446	AC.
9.	R120407	20.00	AC.
10.	R14602	1.23	AC.
11.	R14599	1.23	AC.
12.	R14605	1.23	AC.
13.	R14437	1.233	AC.
14.	R14455	2.46	AC.
15.	R14632	1.23	AC.
16.	R14641	1.23	AC.
17.	R81929	0.92	AC.
18.	R14566	0.32	AC.
19.	R14494	1.00	AC.
20.	R14620	11.096	AC.
22.	R88081	2.48	AC.
23.	R88082	7.23	AC.
24.	R88083	2.48	AC.
25.	R88085	2.48	AC.
26.	R88086	3.61	AC.
27.	R88088	3.12	AC.
28.	R88087	3.05	AC.
29.	R77764	1.00	AC.
34.	R108609	2.68	AC.
38.	R77690	10.437	AC.
TOTAL =		94.798	AC.

DEVELOPMENT AGREEMENT			
6.	R56717	7.00	AC.
7.	R12957	15.15	AC.
8.	R14461	13.57	AC.
21.	R14464	89.60	AC.
30.	R14557	1.00	AC.
31.	R77765	25.18	AC.
32.	R14560	24.18	AC.
33.	R88089	3.43	AC.
35.	R88091	3.32	AC.
36.	R14491	3.30	AC.
37.	R72258	11.47	AC.
TOTAL =		196.20	AC.

LEGEND

- PROPOSED ELGIN CITY LIMITS
- ELGIN CITY LIMITS
- PROPOSED ELGIN ETJ
- ELGIN ETJ
- ANNEXATION
- DEVELOPMENT AGREEMENTS
- MANOR ETJ

500 250 0 500 1000
SCALE: 1" = 500'

DECEMBER 22, 2015



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

CITY OF ELGIN

AREA 3 OPTION

ANNEXATION			DEVELOPMENT AGREEMENT		
1.	R68959	3.40 AC.	2.	R13033	5.00 AC.
4.	R13249	0.50 AC.	3.	R12933	12.41 AC.
5.	R12991	1.00 AC.	6.	R45539	10.57 AC.
7.	R14817	9.50 AC.	10.	R52471	25.00 AC.
8.	R45322	1.83 AC.	13.	R13265	4.00 AC.
9.	R13227	6.74 AC.	15.	R68771	9.72 AC.
11.	R45233	0.31 AC.	16.	R12927	19.00 AC.
12.	R13255	5.75 AC.	19.	R14617	99.00 AC.
14.	R13199	4.19 AC.	20.	R12929	1.00 AC.
17.	R13025	1.00 AC.	21.	R68935	10.75 AC.
18.	R57301	1.38 AC.	23.	R49323	5.41 AC.
22.	R14554	10.11 AC.	24.	R60988	5.70 AC.
25.	R14644	7.01 AC.	33.	R13171	1.00 AC.
26.	R13253	1.07 AC.	34.	R13173	61.34 AC.
27.	R93237	1.07 AC.	35.	R126246	0.50 AC.
28.	R61502	1.00 AC.	36.	R13175	10.21 AC.
29.	R70375	1.00 AC.	59.	R14614	1.00 AC.
30.	R13251	2.00 AC.	60.	R14497	20.44 AC.
31.	R66605	1.71 AC.	61.	TOTAL	=302.05 AC.
32.	R13097	1.00 AC.			
37.	R13241	10.74 AC.			
38.	R12943	3.82 AC.			
39.	R45352	2.05 AC.			
40.	R13123	2.00 AC.			
41.	R13211	6.00 AC.			
42.	R13119	2.80 AC.			
43.	R13195	1.00 AC.			
44.	R13189	0.63 AC.			
45.	R12907	1.00 AC.			
46.	R13191	1.00 AC.			
47.	R13193	1.00 AC.			
48.	R75629	0.64 AC.			
49.	R75633	1.73 AC.			
50.	R75630	1.11 AC.			
51.	R75632	1.12 AC.			
52.	R13169	2.45 AC.			
53.	R13231	1.00 AC.			
54.	R13083	1.00 AC.			
55.	R90033	0.50 AC.			
56.	R13039	0.51 AC.			
57.	ROW	13.76 AC.			
58.	TOTAL	=117.43 AC.			

LEGEND:

- ANNEXATION
- DEVELOPMENT AGREEMENT



JULY 2014



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



City of Elgin Office of the City Manager

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

April 23, 2019

Re: Possible Disannexation of Property from the City Limits

Dear Property Owner,

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

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

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

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

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

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

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

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

Sincerely,

Thomas L. Mattis
City Manager



City of Elgin Office of the City Manager

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

June 11, 2019

Re: Possible Disannexation of Property from the City Limits

Dear Property Owner,

I have written you previously about the City of Elgin's current deliberations regarding land annexed within the southeast quadrant in 2015. According to our records, you are the owner of record of property that was included in this annexation.

In accordance with state law, the City has an obligation to complete the extension of all city services to the area (in a manner comparable to services provided generally throughout the City) by the end of the next calendar year. As part of its review of current options, the City Council has stated a willingness to de-annex your property before proceeding with the significant capital investment required to extend wastewater services to the area.

If you desire to be de-annexed, the owner(s) of record will be required to execute an agreement to that effect, which was provided to you in my previous correspondence. If we need to provide you an additional copy of the proposed agreement, please contact us at the number below.

A particular focus of this effort has been to ascertain the sentiments of property owners and residents within the annexed area. As such, I encourage you to let us know your opinion as it relates to this matter. If you are not supportive of this disannexation as proposed, I would ask that you also let us know that as well (and your reasons why). The more information we can gather as to the viewpoints of the property owners directly involved, the better for the City Council and their decision-making.

It is currently anticipated that the Council will be making a final decision on this matter at its July 2 Council Meeting. It is imperative that we receive a response from you on this matter prior to that date for it to be considered by Council at that time.

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

Sincerely,

Thomas L. Mattis
City Manager



Elgin City Council Meeting Agenda Item Executive Summary

ITEM:

AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-319 et. seq. CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY ADOPTING NEW LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLAN AND BY AMENDING THE WATER AND WASTEWATER IMPACT FEES, AND; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT:

Administration and Utilities

PROPOSED ACTION: Review and Adopt

BACKGROUND: An impact fee study was performed by TRC Engineers, Inc. pursuant to Texas Local Government Code Section 395.052 which requires municipalities to review and evaluate those fees every five years as part of the Capital Improvements plan. TRC has prepared a memo detailing the proposed maximum increase to both the Water and Wastewater Impact fees based on increased demand based on a rise in population.

The maximum amount allowed for Water is \$3,790.79 and the current fee in effect is \$3,000.00.

The maximum amount allowed for Wastewater is \$2,348.25 and the current fee in effect is \$1,600.00.

Staff recommends adopting the maximum allowed Impact Fees as presented.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and adopt ordinance as presented.

ATTACHMENTS:

Executive Summary

TRC Memo

Ordinance

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

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

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

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



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

June 21, 2019

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

RE: Impact Fee Update

Dear Mr. Mattis:

TRC Engineers, Inc. (TRC) is pleased to present the results from the updated impact fee report. The impact fee was determined by taking into consideration the increased number of water meters, wastewater flows, and population. The City of Elgin updated Comprehensive Plan, prepared by TRC in 2016, was referenced in the impact fee report to predict future populations for both water and sewer.

Below is the proposed updated 2019 maximum impact fee for water and sewer.

TABLE 10
WATER AND WASTEWATER MAXIMUM IMPACT FEES

UTILITY FACILITY	COST/LUE	CREDIT/LUE	MAXIMUM FEE/LUE
WATER Wells	\$740.47	\$370.24	\$370.24
Treatment	\$3,149.77	\$1,574.88	\$1,574.88
Ground Storage	\$170.84	\$85.42	\$85.42
Elevated Storage	\$264.81	\$132.40	\$132.40
High Service Pumps	\$321.80	\$160.90	\$160.90
Transmission Lines (Wells to WTP)	\$422.38	\$211.19	\$211.19
Transmission Lines (WTP to City)	\$49.10	\$24.55	\$24.55
Transmission Lines (Booster to El. Tank)	\$1,130.86	\$565.43	\$565.43
Distribution	\$1,325.27	\$662.63	\$662.63
Fee Update Cost	\$6.29	\$3.14	\$3.14
TOTAL WATER	\$7,581.59	\$3,790.79	\$3,790.79
SEWER Treatment	\$3,368.96	\$1,684.48	\$1,684.48
Pumping	\$901.78	\$450.89	\$450.89
Major Collection	\$425.77	\$212.88	\$212.88
TOTAL SEWER	\$4,696.50	\$2,348.25	\$2,348.25
GRAND TOTAL	\$12,278.09	\$6,139.05	\$6,139.05

The updated impact fee has increased from the previous 2014 impact fee (shown below). The increase in the impact fee is due to a rise in population and thus creating a demand for additional water and wastewater facilities.

TABLE 10
WATER AND WASTEWATER MAXIMUM IMPACT FEES

UTILITY FACILITY	COST/LUE	CREDIT/LUE	MAXIMUM FEE/LUE
WATER Wells	\$964.09	\$482.05	\$482.05
Treatment	\$2,602.51	\$1,301.25	\$1,301.25
Ground Storage	\$149.82	\$74.91	\$74.91
Elevated Storage	\$169.50	\$84.75	\$84.75
High Service Pumps	\$197.67	\$98.84	\$98.84
Transmission Lines (WTP to City)	\$97.92	\$48.96	\$48.96
Transmission Lines (Booster to El. Tank)	\$979.04	\$489.52	\$489.52
Distribution	\$1,043.94	\$521.97	\$521.97
Fee Update Cost	\$7.10	\$3.55	\$3.55
TOTAL WATER	\$6,211.61	\$3,105.80	\$3,105.80
SEWER Treatment	\$2,377.96	\$1,188.98	\$1,188.98
Pumping	\$551.75	\$275.87	\$275.87
Major Collection	\$327.99	\$163.99	\$163.99
TOTAL SEWER	\$3,257.70	\$1,628.85	\$1,628.85
GRAND TOTAL	\$9,469.30	\$4,734.65	\$4,734.65

The City of Elgin's proposed updated maximum impact fee is similar to its neighboring cities that are experiencing growth as well. The table below shows the water and wastewater impact fees for cities around Elgin.

Mr. Thomas Mattis, City Manager
City of Elgin
June 21, 2019
Page 3 of 3

City	Meter Size	LUE	Water Impact Fee	Wastewater Impact Fee	Total
Elgin*	5/8"x3/4"	1	\$3,790.79	\$6,139.05	\$9,929.84
Aqua **	5/8"x3/4"	1	\$4,450.00	N/A	\$4,450.00
Bastrop***	3/4"	1	\$1,353.00	\$3,554.00	\$4,907.00
Giddings^	3/4"	1	N/A	N/A	N/A
Manor**	5/8"x3/4"	1	\$1,560.00	\$3,200.00	\$4,760.00
Pflugerville**	5/8"x3/4"	1	\$4,241.00	\$2,725.00	\$6,966.00
Round Rock**	5/8"x3/4"	1	\$4,025.00	\$2,099.00	\$6,124.00
Smithville^	3/4"	1	N/A	N/A	N/A
Taylor*	5/8"x3/4"	1	\$5,755.75	\$4,416.71	\$10,172.46
Taylor**	5/8"x3/4"	1	\$1,770.00	\$1,230.00	\$3,000.00

* Maximum Fee per 1 LUE

** Effective Fee Per 1 LUE

*** Maximum and Effective Fee Per 1 LUE

^ No Impact Fee Only Tapping Fee

For further details about the updated impact fee, please see the City's updated impact fee report. If you have any questions, please contact the undersigned at your earliest convenience at (512) 454-8716 or via email at KPerry@trccompanies.com.

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING CHAPTER 42, SECTION 42-319 et. seq. CODE OF ORDINANCES, BY ADOPTING NEW LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLAN AND BY AMENDING THE WATER AND WASTEWATER IMPACT FEES, AND; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, Sec. 395.052, Tex. Local Gov't Code, requires a municipality imposing impact fees to review and evaluate its current land use assumptions and capital improvements plan at least every five (5) years (dating from the day the initial capital improvements plan is adopted); and

WHEREAS, the last time such land use assumptions and capital improvements plan were reviewed, evaluated and updated was August 2014; and

WHEREAS, the City Council has reviewed, evaluated, and now wishes to adopt updated land use assumptions and a capital improvements plan in order to comply with said Texas Local Government Code requirements for same.

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

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

Section 2. Pursuant to and under the authority granted in Chapter 395 et. seq. of the Texas Local Government Code and Chapter 42, Section 42.321, Code of Ordinances, City of Elgin, Texas, the following is hereby adopted:

“The updated capital improvements plan and land use assumptions plan for water and wastewater facilities dated July 2019, is adopted and incorporated in this section by reference and shall be kept on record in the office of the city secretary.”

Section 3. Pursuant to and under the authority granted in Chapter 395 et. seq. of the Texas Local Government Code and Chapter 42, Section 42.321, Code of Ordinances, City of Elgin, Texas, the following is hereby adopted:

A. Maximum Impact fees:

City Water: **\$3,790.00**

Wastewater: **\$2,345.00**

B. Effective Impact fee to be appropriately charged beginning July 3, 2019:

City Water: _____

Wastewater: _____

Section 4. This Ordinance shall become effective immediately after its passage.

Section 5. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

Section 6. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

Section 7. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof was discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.

READ, PASSED, and ADOPTED on first reading this 2nd day of July, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

I.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE BRICKSTON MUD WASTEWATER SERVICE AGREEMENT WITH TEXAS BRIDLE TRAILS LLC AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing a wastewater service agreement Texas Bridle Trails ("TBT") and the Brickston Municipal Utility District ("MUD").

BACKGROUND:

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

The Council previously approved a Development and Consent Agreement, that is binding upon TBT and the associated Brickston MUD. Said Agreement included a commitment on the part of the City to consent to the creation of the MUD in exchange for various commitments made by the developers.

An integral part of the Brickston Development Agreement is the provision of wastewater services by the City. The proposed wastewater service agreement provides greater specificity as to the terms and conditions of both parties as it relates to said services.

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 wastewater service agreement Texas Bridle Trails ("TBT") and the Brickston Municipal Utility District ("MUD") as described; and routine direction to staff, if any.

ATTACHMENTS:

Resolution

Brickston Wastewater Service Agreement

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE BRICKSTON MUD WASTEWATER
SERVICE AGREEMENT WITH TEXAS BRIDLE TRAILS LLC
AND THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City Council has approved and authorized a Development and Consent Agreement with Texas Bridle Trails LLC and Brickston Municipal Utility District to construct a master-planned, mixed-use residential project that will also include commercial uses, parks, and recreational facilities to serve the community; and,

WHEREAS, the Brickston Municipal Utility District includes 641.46 acres of land (“the Property”) more particularly described within “Exhibit “A”, attached hereto; and,

WHEREAS, it has been determined that the City shall manage, treat and dispose of wastewater that residents of the Brickston Municipal Utility District generate; and

WHEREAS, the City, Texas Bridle Trails LLC and Brickston Municipal Utility District desire to enter into this Agreement in order to establish rights and obligations with respect to wastewater service to the Property.

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 *Brickston MUD Wastewater Service Agreement* with Texas Bridle Trails LLC and the Brickston Municipal Utility District, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 2nd day of July, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

BRICKSTON MUD WASTEWATER SERVICE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Wastewater Service Agreement (this “Agreement”) is made and entered into by and between Texas Bridle Trails, LLC, a California limited liability company (“Owner”) and the City of Elgin, Texas (“City”). The Owner and the City may be referred to herein each as a “Party” or collectively as the “Parties”. The Brickston Municipal Utility District (“District”), which is a municipal utility district to be created, will either join this Agreement as set forth below and after such joinder shall become a party to this Agreement or Owner may assign its interest and obligations in full to the District.

WHEREAS, the Owner is a California limited liability company; and

WHEREAS, the City is a home-rule municipality located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas; and

WHEREAS, the Owner currently owns 641.46 acres of land more particularly described in Exhibit “A”, attached hereto and made a part hereof (together with any property currently owned or hereafter acquired by Owner and annexed into the District, the “Property”); and

WHEREAS, the Property is located within the extraterritorial jurisdiction of the City; and

WHEREAS, the Parties anticipate that the Property will have 2317 connections; and

WHEREAS, the Owner intends to develop the Property in phases; and

WHEREAS, the Owner and City have entered into a Development and Consent Agreement dated February 6, 2019 (“Development Agreement”) that provides, among other things, that the City will manage, treat and dispose of wastewater that the residents of the Property generate; and

WHEREAS, the Parties have determined that it is in the best interest of the Parties to allow the City to manage, treat and dispose of wastewater that residents of the Property generate; and

WHEREAS, pursuant to the Development Agreement, the District and/or Owner on behalf of the District and the City shall construct new facilities to provide wastewater service to the Property, including participating in constructing a new permanent wastewater treatment plant and certain interceptor lines connecting the Property to the wastewater facilities of the City (“Interceptor Lines”);

WHEREAS, the City has previously adopted the wholesale wastewater service rates attached hereto as Exhibit “B” (the “Wholesale Rates”); and

WHEREAS, the Parties hereto desire to enter into this Agreement in order to set out the rights and obligations of the Parties hereto with respect to wastewater service to the Property.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Owner and City agree and contract as follows:

1. Off-Site Wastewater Facilities Design, Construction, and Financing.

The responsibility and timing for the design, construction, and financing of the wastewater treatment plant, Interceptor Lines, and related appurtenances lying outside the boundaries of the Property necessary to serve the Property (collectively, the “Off-Site Wastewater Facilities”) are more specifically set forth in the Development Agreement. The Parties agree and affirm that the design, construction, and financing of the Off-Site Wastewater Facilities shall be performed in accordance with the Development Agreement.

2. Phase 1 Interim On-Site Wastewater Treatment Plant

The Phase 1 Interim On-Site Wastewater Treatment Plant, also described in the Development Agreement, shall consist of a temporary facility within the District, leased (or owned) and operated by the District or Owner on behalf of the District, to allow the first phases of development to commence while the off-site wastewater treatment plant (the “Off-Site WWTP”) site and easements for the Interceptor Lines are obtained and the Off-Site WWTP permit and design are processed through the TCEQ. When the interim plant reaches 75% of average daily flow, the Off-Site WWTP and interceptor design shall commence. At 90% of average daily flow, construction of the Off-Site WWTP and Interceptor Lines shall commence. Should the rules promulgated by the Texas Commission on Environmental Quality or other entity having jurisdiction require design and construction to commence at different percentages of capacity, design and construction shall commence with such capacity as is required by those rules.

If the 0.2 MGD Off-Site WWTP (Phase 2A) is delayed for any reason when the above thresholds are met, the developer shall have the right to expand the 0.1 MGD Interim On-Site WWTP until the issue(s) are resolved. Once the 0.2 MGD Off-Site WWTP is in operation, the On-Site WWTP will be decommissioned.

Design and construction of the off-site Interceptor Lines shall comply with the Phase 1 requirements for design. Construction will commence when Phase 1 has reached capacity of 90% of average daily flow, assuming all easements and rights of way are in place for said construction.

3. Interior Improvements.

- (a) The District and/or the Owner on behalf of the District shall be responsible for the design, engineering, permitting, construction, and financing of all wastewater improvements lying within the boundaries of the Property (the “Interior Improvements”). All Interior Improvements shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of governmental agencies having jurisdiction.
- (b) The City shall have the right to inspect all phases of the construction of the Interior Improvements at the City’s sole cost and expense. The District and/or the Owner on behalf of the District shall give written notice to the City of the date on which construction is scheduled to begin so that the City may advise its consulting engineer.
- (c) Upon completion of the Interior Improvements, the District shall own and maintain the Interior Improvements as long as the District is the retail wastewater service provider. Upon annexation of the District, the District shall convey the Interior Improvements to the City for operation and maintenance and the City will become the retail wastewater service provider. The District shall own an undivided interest in the capacity of that portion of the City’s Wastewater System, up to the capacity designed for the provision of wastewater service to the Owner and/or District and the payment of associated costs of said facilities by Owner and/or District.

4. Permanent Service to the Property.

- (a) After completion and dedication of the Off-Site Wastewater Facilities to the City, the City shall provide continuous and adequate wholesale wastewater service to the Property sufficient (i) to serve the land uses shown on the Concept Plan included in the Development Agreement and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas or the Texas Commission on Environmental Quality and all duly adopted rules and regulations of the City, subject to payment of the following:
 - (1) Tap fees and inspection fees as defined in the District’s rate order, which will be collected by the District or by a third party on behalf of the District. The Owner and District are excluded from any wastewater impact fees being charged by the City, as further set forth in Section 6 below; and
 - (2) Monthly services charges based upon the Wholesale Rates set forth in this Agreement.
- (b) Once the Off-Site Wastewater Facilities are constructed, the City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by customers within the Property. 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.

- (c) The District acknowledges that wastewater entering the City's wastewater system (the "City's System") from the wastewater system lying within the Property and being operated and maintained by the District, including the Interior Improvements (the "District's System"), originating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for the District. Therefore, the District will pay for all wastewater entering the City's System from the District's System, including infiltration and inflow. It is the District's responsibility to undertake reasonably prudent measures to minimize infiltration and inflow to the Interior Improvements.
- (d) The wholesale rates charged by the City for service within the Property shall be the same as those rates charged by the City to its in-city customers and shall be those rates reflected in Exhibit "B" hereto. Such rates may be reviewed and adjusted annually by the City, based on a cost of performance study performed by the City and as allowed by applicable law. However, nothing in this provision or elsewhere in this Agreement or the Development Agreement shall be interpreted to prevent District customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.
- (e) The District shall have guaranteed reserved capacity and shall fully own capacity in the Wastewater Facilities sufficient to serve the needs of the Property, currently estimated to be 0.57 million gallons per day, as set forth in the Development Agreement, but subject to such increase as may be required based upon final density of the development in the Property, including the increase provided for in Section 4.05 of the Development Agreement.
- (f) Condition of Wastewater Delivered.
 - (i) The District will operate and maintain the District's System to ensure that wastewater delivered to Elgin's wastewater system will have a pH factor between six and eleven and otherwise be in a condition that complies with the requirements of Chapter 42, Article III, Division 5 of the City's Code of Ordinances (the "Code") in existence on the date of this Agreement. If wastewater delivered from the District's System the City's System fails to meet the specified standards and the Director determines that the addition of oxidizing chemicals or another reasonable method of pretreatment of wastewater or operation of the District's System is necessary in order for wastewater delivered to be non-injurious to the City's System, then the District will install facilities or implement methods of operation and maintenance to meet the standards and render wastewater

from the District non-injurious to the City's System. Such facilities or methods shall be agreed upon by the City and District engineer. The District shall not be required to install facilities or employ methods that far exceed industry standards for wastewater pretreatment, given the nature and volume of wastewater being processed.

(ii) Should the wastewater entering the City's System from the District's System be found to be in violation of the applicable provisions of the Code, and should such violation be found to be the direct and sole source of injury to the City's System, the District shall pay for the reasonable, actual cost to repair City's System. The City shall bear the burden of proving both the Code violation and that such violation was the sole and direct cause of the damage to the City's System.

(iii) If the District fails to implement measures required for protection of the City's system and the wastewater entering the City's System from the District's System is found to be in violation of the Code, the City may require the District to implement an operation and maintenance plan to ensure that flows received from the District are non-injurious to the City's System.

(g) Industrial Discharges and Prohibited Wastes.

(i) The District and the City acknowledge that both the City and District have the authority under federal and state law to establish:

- (1) types and quantities of discharges that are prohibited for entry into their systems;
- (2) discharge prohibitions for certain substances, as may be amended from time to time;
- (3) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and
- (4) measures to protect the District's System and the City's System.

(ii) To the extent authorized by law, the District will ensure that all persons or entities lawfully connected to its system and discharging wastewater into the District's System abide by the applicable provisions in the Code, including any permitting requirements set forth therein.

(iii) To the extent authorized by law, the District will enact and enforce rules that are at least as stringent as those adopted by the City and will take reasonable steps to require customers connected to the District System to comply with District's regulations. The City will give written notice to the District of any future ordinance changes governing the

pretreatment, monitoring, or discharge of wastewater containing industrial waste or other prohibited waste, and those changes will become applicable to wastewater discharges into the District's System that ultimately discharge into the City's System sixty (60) days after the delivery of the notice to District.

(iv) The District will seek injunctive or other appropriate relief to prohibit wastewater discharges when the District becomes aware that such discharges will damage or pass through the City's System without adequate treatment, interfere with the treatment system, or otherwise pose an imminent danger to public health or when the specific person or industry is not making sufficient progress toward implementing an approved pretreatment system.

(v) During the term of this Agreement, the District will provide the City with copies of all relevant monitoring data and pretreatment enforcement actions under this Subsection 4(g) within thirty (30) days of written request by the City.

(vi) This Agreement does not limit, modify, restrict, or otherwise alter the responsibility or authority of the City to enforce its ordinances governing the pretreatment, monitoring and discharge of wastewater containing industrial waste or other prohibited waste, as amended, with respect to the District when and as such action is deemed necessary by the City's Utilities Director.

(h) Sampling and Testing.

(i) The District agrees that the City may, at its option and expense, sample wastewater discharges within the District System at:

(1) the site of discharge;

(2) the point of entry; and

(3) other locations as required for the purpose of determining the source, type, and strength of discharge.

Any damages done to the District's System or to the property of the District or third parties during the course of City sampling under this Subsection 4(h) will be immediately and fully repaired or replaced by the City.

(ii) The District will make necessary arrangements and provide assistance to the City in obtaining lawful access to sampling points within areas served by District.

(iii) The District will disconnect any of its individual customers found in violation of allowable discharges or any of its individual customers who refuse access for the purpose of sampling from the District system in accordance with applicable regulations of District and of the City.

(iv) In addition to other samples taken and tests made on an as required basis, the City will regularly take 24-hour composite samples of wastewater discharges at the point of entry no less frequently than semiannually. The City will be solely responsible for the costs of sampling and testing at the point of entry.

(v) The City will provide the District with a copy of the results of each sample test within thirty (30) days of the date of taking of the sample.

(i) Construction and Testing Criteria for District Sewer Connections.

(i) The District will require that all sewer connections in the District's System be constructed with a permanent type material, be carefully bedded to prevent over-stressing of the material, and utilize a joint that will provide a permanent, water-tight connection. The District shall provide the City with reports from trench backfill density tests performed in conjunction with construction related to the District's System within thirty (30) days of written request of same. The District agrees that the installation will pass an air test performed in accordance with applicable A.S.T.M. Standard and done under the supervision of the District's authorized representative at the time of installation, at the District's or its customer's expense. Each building lateral that interconnects private property to the public sewer will be excluded from this air test requirement.

(ii) The District is responsible for the physical connection of each service line to the local wastewater facility, which will not be left to the discretion of the plumber or contractor unless the plumber or contractor is under the direct supervision of, or their work is inspected by, the District's authorized representative.

(iii) The District will require that all future trunk sewer lines added to the District's System be built in accordance with applicable State of Texas and City criteria, including, at the City's option and at the District's expense, infiltration/leakage testing at the time of installation to assure the standards are met. All manholes constructed by the District related to the District's System after the effective date of this Agreement shall be epoxy coated and vacuum tested.

(iv) The District will maintain reasonable supervision and maintenance of the District's System to prevent contamination, such as roof drains or

any other means by which surface drainage could enter the District System and then discharge to the Elgin System.

(v) Connections made to the District's System after the date of execution of this Agreement will be made using only materials permitted by the Code in existence at the time such connection is made. The District will inspect all connections to the District's System in accordance with its own rules and regulations in order to insure compliance with its rules and regulations.

(vi) The District will conduct deflection tests on all wastewater lines and stations indicated on the plans for the District's System, as such plans may be amended.

(vii) If the District fails to enact and enforce regulations governing connections to the District's System, the City may, after notice to District in writing of the specific violation and District's failure to correct the violation within thirty (30) days or, if the violation cannot reasonably be expected to be corrected within thirty (30) days, to begin to correct the violation and diligently pursue the corrective action, restrict or limit wastewater flows to the extent the City deems reasonably necessary to protect the City's System from damage.

5. Further Representations of the Parties.

- (a) It is understood and agreed that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to provide lawful service, if any. In such respect, the City agrees to apply for and diligently pursue any permits, certificates, or approvals required to lawfully provide wholesale wastewater service to the Property. Should the City fail to obtain timely any approvals required to serve the Property, the Owner may, at its option, and in addition to any other remedies available to it pursuant to applicable law, terminate this Agreement.
- (b) Unless the prior approval of the City is obtained, such approval not to be unreasonably withheld, conditioned, or delayed, the Owner and/or the District shall not:
 - (1) construct or install additional wastewater lines or facilities to provide retail wastewater service to areas lying outside the Property;
 - (2) significantly increase the lands for which wastewater service is to be provided by the City pursuant to this Agreement; or

- (3) knowingly connect or provide service to any person or entity within the Property who, in turn, sells wastewater service directly or indirectly to another person or entity.
- (c) If necessary, the Owner and/ or the District will provide easements within the Property for all master meters in accordance with City Ordinance requirements. Master meters shall be owned by the City and installed to measure Property wastewater flows. These meters will be calibrated on an annual basis at a time agreed by the City and the District. If the District requests meter calibration more often than the agreed annual time, then additional calibrations may be performed at the District's expense. In the event wastewater mains enter the Property from other City service areas, master meters will be installed at both ends of the system serving the Property so that the differential flows will be measured to determine flows from District customers. The Owner and/or the District shall not be required to provide easements outside the area of the Property.

6. Payments by the Owner.

The Parties acknowledge and agree that the Development Agreement contains arrangements for certain payments to be made by the Owner to the City, including Master Development Fees and Advance Payments, as defined in the Development Agreement. In acknowledgment of such payments and in exchange for the other considerations herein, the Owner and/or District shall not be required to make any payments in association with the wholesale wastewater services being provided by the City except those that are customary to in-city wastewater customers.

7. Contract for Billing Services.

The Parties acknowledge that the water service will be provided to the Property by Aqua Water Supply Corporation ("Aqua"), who currently holds the water certificate of convenience and necessity over the Property. To such extent, the Owner agrees that the District and/or the City may contract with Aqua to provide wastewater billing services to the Property in conjunction with its retail water billing services. The District will make every effort with Aqua to encourage one bill to cover the cost of water, wastewater, and trash service. Any such contract for services shall not result in an increase in the cost of services to customers within the Property, and nothing in this section shall be construed to allow for an increase in the rates paid by customers within the Property for wastewater services above those rates provided for elsewhere herein.

8. Effect of Force Majeure.

In the event any Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to

resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Parties.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of any Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Nothing in this Section 8 shall be interpreted to prohibit the Owner from seeking alternative sources of wholesale wastewater service for the Property in the event of a force majeure.

9. Notices.

Any notice to be given hereunder by any Party to the other Parties shall be in writing and may be effected by personal delivery or by sending said notices by overnight delivery, registered or certified mail, return receipt requested, to the address of each contact of the Party being provided notice, as set forth below. Notice shall be deemed given when deposited with the United States Postal Service or overnight delivery carrier with sufficient postage affixed or payment provided. Any notice mailed to the Parties shall be addressed as follows:

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

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

OWNER: Texas Bridle Trails LLC
Garrett Rajkovich
6475 Camden Ave #202

San Jose, California 95120

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

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

Any Party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph.

10. Remedies.

- (h) If the City defaults under this Agreement, the Owner 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, the Owner may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.
- (i) If the Owner 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 the Owner. If the Owner 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 the Owner, or as to the portion of the Property affected by the default.
- (j) 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.

11. Effective Date.

This Agreement shall be effective from and after the date of due execution by both the Parties (the "Effective Date").

12. Term.

This Agreement shall commence upon the Effective Date and shall continue in effect with the term of the Development Agreement. Upon expiration of the Development Agreement, this Agreement shall also terminate.

13. Third Parties.

It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by any Party, but not by any third party or alleged third-party beneficiary.

14. Multiple Originals.

This Agreement may be executed in multiple originals, any copy of which shall be considered to be an original.

15. 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.

16. 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.

17. 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.

18. Amendment.

No amendment of this Agreement shall be effective unless and until it is duly approved by each Party and reduced to a writing signed by the authorized representatives the Parties, respectively, which amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

19. 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.

20. 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.
21. 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. The Owner 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 Owner.
22. Reimbursement. The Parties acknowledge and agree that the Owner may seek reimbursement for the costs of the Wastewater Facilities and for other District facilities through the District pursuant to various provisions of the Texas Water Code and other statutory authorizations, and nothing contained in this Agreement is intended to interfere with any such reimbursement.
23. Assignability.
 - (h) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, 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 (i) an assignment to any subsidiary, parent company, or other affiliate of the Owner, or (ii) Owner to assign its interests in full to the District, if the Districts agrees to be responsible for all assigned rights, privileges and obligations of this Agreement.

- (i) This Agreement shall not be assigned by the City without the Owner's express prior written consent.

24. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the Parties.

25. Joinder by the District.

The Owner 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 "C", attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

CITY OF ELGIN, TEXAS

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

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

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

Notary Public Signature

(Seal)

TEXAS BRIDLE TRAILS, LLC

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

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public Signature

(Seal)

EXHIBIT “A”
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT “B”
CITY’S WHOLESALE WATER RATES

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

JOINDER AGREEMENT

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

In accordance with Section 24 of the Service Agreement, a copy of which is attached hereto as Exhibit “A” and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Service Agreement. Accordingly, the District hereby agrees as follows with City and Owner:

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

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

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

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

BRICKSTON MUNICIPAL UTILITY DISTRICT

By: _____

Name Printed: _____

Title: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A CONSENT AGREEMENT WITH GREAT ESCAPES OPPORTUNITY ZONE FUND LLC AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution approving and authorizing an Agreement consenting to the development of a mobile home park/campground within the city's extraterritorial jurisdiction (ETJ) and wastewater CCN.

BACKGROUND:

"Great Escapes at Elgin" is a mobile home/RV/campground project proposed for an area south of US Hwy290 and adjacent to Albert Volker Rd. in the far western portion of the City's ETJ. The project is planned for 207 RV units, 3 park model units, and certain recreational clubhouse amenities.

The project will be located within the City's Certificate of Convenience and Necessity ("CCN") service area for wastewater services; although wastewater services are currently not available to the project. As such, the Developer has plans to apply for a Discharge Permit to authorize a "package plant" to treat its wastewater in accordance with City and TCEQ regulations.

Under the terms of this Consent Agreement, the Developer will not seek to remove the project from the CCN and furthermore agrees to connect into the City's public wastewater lines at such time the wastewater lines become available. In exchange, the City agrees to not contest the Discharge Permit as currently being requested of TCEQ.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution formally authorizing the Consent Agreement with Great Escapes Opportunity Zone Fund LLC as described; and routine direction to staff, if any.

ATTACHMENTS: Resolution and Consent Agreement

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING
A CONSENT AGREEMENT WITH GREAT ESCAPES
OPPORTUNITY ZONE FUND LLC AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, Great Escapes Opportunity Zone Fund, LLC (the “Developer”) has certain plans to develop a project commonly known as “Great Escapes at Elgin” (the “Project”), which will include approximately 207 RV units, 3 park model units, and related amenities; and,

WHEREAS, the Project will be located on certain real property consisting of approximately 20 acres, located in the City’s extraterritorial jurisdiction; and,

WHEREAS, the Project will also be located within the City’s Certificate of Convenience and Necessity (“CCN”) service area for the provision of wastewater utility services; and,

WHEREAS, the Developer does not seek to remove the Land from said CCN but to connect into the City’s public wastewater system as such time as services are available; and,

WHEREAS, the City Council have found and determined that the proposed Consent Agreement with Great Escapes Opportunity Zone Fund, LLC will further the public interest and welfare.

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 *Consent Agreement* with Great Escapes Opportunity Zone Fund, LLC, 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 2nd day of July, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

**CONSENT AGREEMENT
GREAT ESCAPES AT ELGIN**

**THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This Consent and Development Agreement (this “Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule municipality located in Travis and Bastrop Counties, Texas (the “City”) and **Great Escapes Opportunity Zone Fund, LLC**, a Delaware limited liability company (the “Developer”), effective as of _____, 2019 (the “Effective Date”).

INTRODUCTION

The Developer has certain plans to develop a project commonly known as “Great Escapes at Elgin” (the “Project”), which will include approximately 207 RV units, 3 park model units, and certain recreational clubhouse amenities to serve the surrounding community of the City. The Project will be located on that certain real property consisting of approximately 20.44 acres, located in the City’s extraterritorial jurisdiction, as more particularly described on Exhibit A, attached hereto and incorporated herein (the “Land”). The Project will be constructed in one phase and the Developer anticipates substantial completion of the Project in 2021.

The City holds a Certificate of Convenience and Necessity (“CCN”) for the provision of certain wastewater utility services in and around the City; the Project is located within the certified service area (the “CCN CSA”) identified in the City’s CCN. However, as of the date hereof, the City does not have wastewater utility services available to service the Project. Accordingly, upon execution of this Agreement, the Developer has plans to apply for a Discharge Permit from the TCEQ to allow treated effluent from a proposed wastewater treatment plant designed in accordance with City Rules and TCEQ regulations.

The Developer will not seek to remove the Land from the CCN CSA. Instead, the Developer desires to connect into the City’s public wastewater lines at such time the wastewater lines are constructed and become available for use by the Project, as set forth in Section II of this Agreement.

In consideration of the Developer leaving the Land in the CCN CSA, the City shall provide support and consent to the Developer as the Developer seeks the Discharge Permit from the TCEQ. As a condition to the City’s consent to Developer’s Discharge Permit, the City has required that the Developer and the City enter into this Agreement in order to set forth certain expectations between the City and the Developer concerning the Discharge Permit and the future connection of the Project to future, currently unconstructed, wastewater facilities.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.01 Definitions. In addition to the terms defined above in this Agreement, the following terms and phrases, when used in this Agreement, will have the meanings set out below:

Agreement: This Consent and Development Agreement between the City and the Developer.

Applicable Rules: The provisions of the City Code that are applicable to the Project.

CCN: A certificate of convenience and necessity issued by the TCEQ.

CCN CSA: An identified geographic area identified under a CCN, as may be amended from time to time pursuant to the Public Utility Commission of Texas rules and regulations.

City Charter: The City Charter of the City.

City Code: The City Code of Elgin, Texas, Texas Code Ordinances.

City Wastewater Infrastructure: As described on Exhibit C, attached hereto and incorporated herein.

Connecting Wastewater Facilities: Wastewater lines and appurtenances necessary to connect the Project to the initial point of connection with the City's public wastewater infrastructure, to be constructed by the Developer following the City's written notification to the Developer that the City Wastewater Infrastructure is complete and wastewater service has been established for the Project.

Connection Date: The date upon which the City begins to accept wastewater from the Project into the City Wastewater Infrastructure.

Discharge Permit: Permit issued and authorized by the TCEQ for the discharge of treated wastewater.

Effective Date: The date set forth in the first paragraph of this Agreement.

EPA: The United States Environmental Protection Agency.

Land: Has the meaning set forth in the first Introduction paragraph of this Agreement.

Renewal Period: A certain period, approximately every 5-years from the approval of the TCEQ discharge permit.

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

Treatment Plant: A pre-package wastewater treatment plant designed to treat the full-service wastewater flows of the Project, to be designed, installed, and maintained by Developer in accordance with TCEQ rules and regulations.

ARTICLE II. WASTEWATER FACILITIES AND SERVICES

Section 2.01 City to Provide Retail Wastewater Utility Services. On the Connection Date, the City will be the sole provider of retail wastewater services to the Project and will provide such services to the Project in the same manner and on the same terms and conditions as the City provides to other retail customers inside the CCN CSA. Following the Connection Date, the Developer will not contract with any retail public utility other than the City for wastewater services and will not provide any retail or wholesale wastewater services to customers located within

the CCN CSA.

Section 2.02 Service Level. The City agrees and commits to provide sufficient wastewater service for the full build-out of the Project. The City agrees to provide written confirmation of the availability of service upon the Developer's request if required in connection with any applications by the Developer.

Section 2.03 Connecting Wastewater Facilities; Points of Connection. Connecting Wastewater Facilities required to serve the Project will be designed in accordance with Applicable Rules. The initial route of Connecting Wastewater Facilities is shown conceptually on Exhibit B, attached hereto and incorporated herein. The initial method of conveyance shall be a "4" force main terminating at a wastewater manhole shown conceptually on Exhibit B. All other points of connection to the City's wastewater system will be subject to approval by the Developer.

Section 2.04 Responsibility for Design, Financing, and Construction. Unless otherwise specifically provided in this Agreement, the Developer will design, finance, construct, and convey to the City all Connecting Wastewater Facilities required to provide retail wastewater services to the Project, all at no cost to the City.

Section 2.05 Easements. The Connecting Wastewater Facilities shall be constructed in the existing right of way for Albert Voelker Road, as depicted on Exhibit B. The City shall not require the Developer to obtain or incur any costs or expenses for utility easements from existing landowners or obtain additional public rights-of-way in connection with the design, installation, or maintenance of Connecting Wastewater Facilities.

Section 2.08 Commencement of Design. Following the City's notification that wastewater service has been established for the Project, the Developer shall commence design and approval of the plans and specifications for the Connecting Wastewater Facilities prior to the next Renewal Period for the Treatment Plant.

Section 2.08 Commencement of Construction. Following (a) the City's completion of the City Wastewater Infrastructure and (b) the City's approval of the plans and specifications for the Connecting Wastewater Facilities, the Developer shall construct the required infrastructure prior to the next Renewal Period for the Treatment Plant. The City will issue a certificate of completion when all inspections are satisfactorily completed.

Section 2.09 Decommission of Wastewater Treatment Plant. Following (a) the City's completion of the City Wastewater Infrastructure and (b) the City's acceptance of the Connecting Wastewater Facilities, the Developer shall proceed with the decommissioning of the Treatment Plant in accordance with TCEQ rules and regulations. Decommissioning of the Treatment Plant must take place prior to the expiration of the then current Renewal Period. The City shall cooperate with Developer in the decommissioning of the Treatment Plant.

ARTICLE III. TERM, EFFECTIVENESS; ASSIGNMENT AND REMEDIES

Section 3.01 Term. The term of this Agreement will commence on the Effective Date and will end upon the Connection Date, unless otherwise terminated in accordance with Section 3.03 of this Agreement.

Section 3.02 Effectiveness. The City acknowledges that Developer is entering into this Agreement in reliance upon the City's future consent to the submittal and approval for a

Discharge Permit and the associated wastewater Treatment Plant by the TCEQ.

Section 3.03 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written agreement of the City and the Developer, or a future purchaser of the Land.

Section 3.04 Agreement Running with the Land; Assignment.

(a) The terms of this Agreement run with the Land and shall be binding upon the Developer and its successors and assigns. This Agreement and the rights of the Developer hereunder, may be assigned by the Developer to a purchaser of all or a portion of the Land. Any assignment must be in writing, specifically set forth the assigned rights and obligations without modification, hypothecation, or amendment, and be executed by the proposed assignee and a copy of the assignment must be provided to the City.

(b) If the Developer assigns its rights and obligations hereunder as to a portion of the Land, then the rights and obligations of any assignee and the Developer will be severable, and the Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by assignee, the City may pursue all remedies against that nonperforming assignee.

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

Section 3.05 Cooperation; Agreement Not to Contest or Support Negative Legislation.

(a) The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder and provide to the other parties any other documents necessary to effectuate the terms of this Agreement.

(b) The City agrees to cooperate with the Developer in connection with any waivers or approvals the Developer may desire from Travis County or the TCEQ in order to obtain approvals for the Discharge Permit and/or the Treatment Plant and avoid the duplication of processes or services in connection with the development of the Land.

Section 3.06 Default and Remedies.

(a) **Notice of Default; Opportunity to Cure.** If a party defaults in the performance of any obligation under this Agreement, the non-defaulting party may give written notice to the other parties to this Agreement, specifying the alleged event of default and extending to the defaulting party 30 days from the date of the notice in order to cure the default complained of or, if the curative action cannot reasonably be completed within 30 days, 30 days to commence the curative action and a reasonable additional period to diligently pursue the curative action to completion.

(b) **Dispute Resolution.** If any default is not cured within the curative period specified above, the parties agree to use good faith, reasonable efforts to resolve any dispute among them by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods, before initiating any lawsuit to enforce their respective rights under this Agreement. The parties will share the costs of any mediation or arbitration equally. The parties further agree that

the City is not obligated to resolve any dispute based on an arbitration decision under this Agreement if the arbitration decision compromises the City's sovereign immunity.

(c) Other Legal or Equitable Remedies. If the parties are unable to resolve their dispute through mediation or arbitration, the non-defaulting party will have the right to enforce the terms and provisions of this Agreement by a suit seeking specific performance or such other legal or equitable relief as to which the non-defaulting party may be entitled. Any remedy or relief described in this Agreement will be cumulative of, and in addition to, any other remedies and relief available to such party. No additional procedural or substantive requirements of State or local annexation law will apply to such annexation, or to the annexation ordinance.

ARTICLE IV. MISCELLANEOUS PROVISIONS

Section 4.01 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 facsimile or email with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

The City:	City of Elgin 1135 Swenson Boulevard PO Box 591 Elgin, TX 78621 Attn: City Mayor
With Required Copy to:	City of Elgin 1135 Swenson Boulevard PO Box 591 Elgin, TX 78621 Attn: City Engineer
The Developer:	Great Escapes Opportunity Fund, LLC 2539 S. Gessner, Suite 13 Houston, TX 77063 Attn: Ricky Jenkins
With Required Copy to:	Zeeshan H. Malik Metcalf Wolff Stuart & Williams, LLP 221 W. 6th Street, Suite 1300 Austin, Texas 78701

Each of the parties may change its respective address to any other address within the United States of America by giving at least five days' written notice to the other parties. The Developer may, by giving at least five days' written notice to the City, designate additional parties to receive copies of notices under this Agreement. At such time as the Developer no longer owns land within the District, no further notice to the Developer under this Agreement will be required.

Section 4.02 Severability. If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the parties agree that they will amend or revise this Agreement to accomplish to the greatest degree practical the same purpose as the part determined to be invalid or unconstitutional, including, without limitation, amendments or revisions to the terms and conditions of this Agreement pertaining to or affecting the rights and authority of the parties in areas of the District annexed by the City pursuant to this Agreement, whether for limited or full purposes. If the parties cannot agree on any such amendment or revision within 90 days of the final judgment of the trial court or any state appellate court that reviews the matter, then either party may proceed in accordance with the procedures specified in this Agreement.

Section 4.03 Frustration of Purpose. If any part of this Agreement is modified as a result of amendments to the underlying State law and statutory authority for this Agreement, the parties agree that such modification may frustrate the purpose of this Agreement. The parties agree that, in such event, they will attempt to amend or revise this Agreement to accomplish to the greatest degree practical (i) the same purpose and objective of the part of this Agreement affected by the modification of the underlying State law and statutory authority and (ii) the original intent and purpose of this Agreement. If the parties cannot agree on any such amendment or revision within 90 days from the effective date of amendment of the State law and statutory authority for this Agreement, then this Agreement will terminate, unless the parties agree to an extension of time for negotiation of the modification.

If this Agreement is to be terminated as a result of the operation of this Section, the City will have the right, for a 90 day period prior to the effective date of termination, in its sole discretion, to annex the District for full purposes and dissolve the District. No additional procedural or substantive requirements of State or local annexation law will apply to such annexation and dissolution, or to the annexation and dissolution ordinance.

Section 4.04 Non-Waiver. Any failure by a party to insist upon strict performance by another 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 4.05 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 4.06 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 supersedes all other agreements between the parties concerning the subject matter.

Section 4.07 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 include the feminine or neuter, and the singular includes the plural, and vice-versa. The parties acknowledge that each of them have been actively and equally involved in the negotiation and drafting 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 any 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.

Section 4.08 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 4.09 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized in conformity with its City Charter and City ordinances. The Developer certifies, represents, and warrants that the execution of this Agreement has been duly authorized in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on its behalf.

Section 4.10 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

- | | | |
|-----------|---|----------------------------------|
| Exhibit A | - | The Land |
| Exhibit B | - | Connecting Wastewater Facilities |
| Exhibit C | - | City Wastewater Infrastructure |

[Remainder of Page Intentionally Blank; Signature Page Follows.]

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

CITY:

CITY OF ELGIN, TEXAS

By: _____
Name: _____
Title: City Manager
Date: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney
Date: _____

DEVELOPER:

**GREAT ESCAPES OPPORTUNITY FUND,
LLC**, a Delaware limited liability company

By: _____
Name: Ricky Jenkins
Title: President
Date _____

EXHIBIT A

The Land

EXHIBIT B

Connecting Wastewater Facilities

EXHIBIT C

City Wastewater Infrastructure

The city of Elgin will be constructing a new WWTP No. 2 with a capacity of 0.25 MGD.

EXHIBIT A

LEGAL DESCRIPTION

BEING a 20.448 acre tract of land situated in the William Hines Survey, Abstract No. 345 in Travis County, Texas, and being all of a called 20.441 acre tract of land described in Warranty Deed to Filimon Saucedo recorded in Document No. 2008169916 of the Official Public Records of Travis County, Texas, said 20.448 acre tract of land being more particularly described as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

COMMENCING at a 1/2" iron rod found in the southeasterly right-of-way line of Albert Voelker Road (a variable width right-of-way) being the northerly corner of a called 24.056 acre tract of land described in a Warranty Deed with Vendor's Lien to H&T Utilities, LC recorded in Document No. 1999014392 of the Official Public Records of Travis County, Texas and the westerly corner of called 210 acre tract of land described in Warranty Deed to The Charles Joseph Poth, Jr. Trust recorded in Document No. 1999051933 of the Official Public Records of Travis County, Texas;

THENCE with said southeasterly right-of-way line of Albert Voelker Road, South 27°38'59" West a distance of 261.68 feet to a 1/2" iron rod with cap stamped "CR RALPH 4758" found for the northwesterly corner of said 20.441 acre tract of land;

THENCE departing said southeasterly right-of-way line of Albert Voelker Road, over and across said 24.056 acre tract of land with a northeasterly line of said 20.441 acre tract of land, South 62°58'22" East a distance of 604.61 feet to a 1/2" iron rod with cap stamped "CR RALPH 4758" found for the northerly interior corner of said 20.441 acre tract of land;

THENCE continuing over and across said 24.056 acre tract of land, with a northwesterly line of said 20.441 acre tract of land, North 27°13'20" East a distance of 261.60 feet to a 1/2" iron rod with cap stamped "CR RALPH 4758" found in the common northeasterly line of said 24.056 acre tract of land and southwesterly line of said 210 acre tract of land being the northerly corner of said 20.441 acre tract of land;

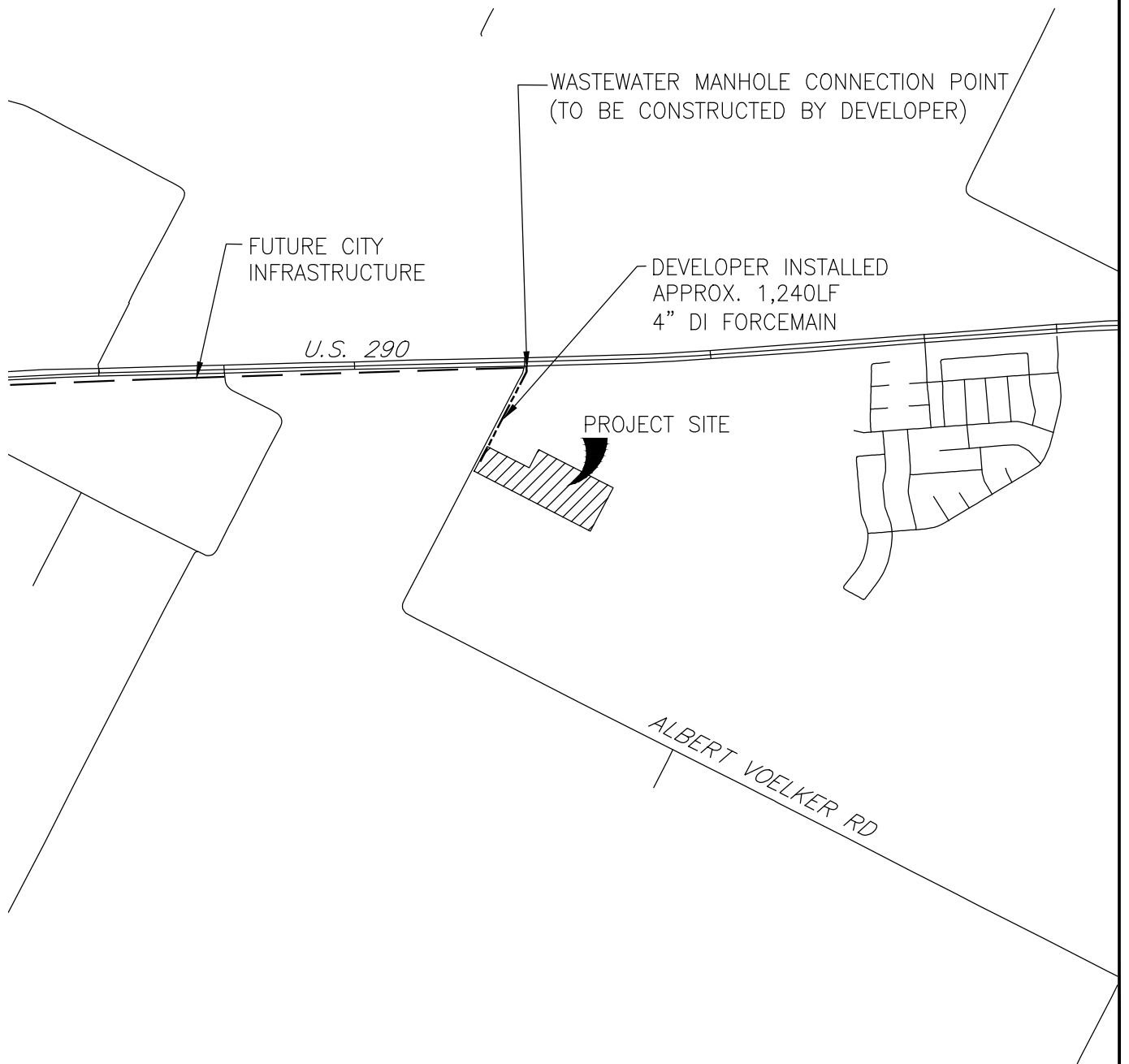
THENCE with the common northeasterly line of said 20.441 acre tract of land and said southwesterly line of said 210 acre tract of land, South 62°58'00" East a distance of 1073.90 feet to a 1/2" iron rod found for the easterly corner of said 20.441 acre tract of land and the northerly corner of a called 50.0 acre tract of land described in Deed to Kenneth R. Koether recorded in Volume 11943, Page 326 of the Real Property Records of Travis County, Texas;

THENCE with the common southeasterly line of said 20.441 acre tract of land and northwesterly line of said 50.0 acre tract of land, South 27°41'30" West a distance of 630.28 feet to a 1/2" iron rod found for the southerly corner of said 20.441 acre tract of land and the easterly corner of a called 100 acre tract of land save & except 24.056 acre tract of land described in Gift Deed to Kyle Voelker recorded in Document No. 2015070633 of the Official Public Records of Travis County, Texas;

THENCE with the common southwesterly line of said 20.441 acre tract of land and northeasterly line of said Kyle Voelker Tract, North 62°38'48" West a distance of 1676.02 feet to a 1/2" iron rod found in said southeasterly right-of-way line of Albert Voelker Road being the westerly corner of said 20.441 acre tract of land and the northerly corner of said Kyle Voelker Tract;

THENCE with said southeasterly right-of-way line of Albert Voelker Road, North 27°38'59" East a distance of 359.23 feet to the POINT OF BEGINNING and CONTAINING an area of 20.448 acres of land.

This description has been prepared as a result of an on the ground survey completed on February 13, 2019 and is submitted in connection with a survey drawing prepared by Jones|Carter titled A814-0006-00 Land Title Survey, dated February 14, 2019, Project No A814-0006-00.



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GREAT ESCAPES @ DEL VALLE
 DEL VALLE, TEXAS

THE JENKINS ORGANIZATION

EXHIBIT B
CONNECTING
WASTEWATER
FACILITIES

DATE: 03/06/2019

SCALE: 1"=2000'

DRAWN BY: TLM

FILE: 18010-CONNECTING.DWG

PROJECT No. 18007



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH COMPU-DATA INC. TO PROVIDE DOCUMENT IMAGING, DATA HOSTING AND RETRIEVAL SERVICES FOR CITY DOCUMENTS GENERATED IN THE CONDUCT OF DAY TO DAY ACTIVITIES; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

DEPARTMENT: Director of Finance

PROPOSED ACTION: Authorize Mayor to Execute the Agreement as presented or with any modifications the Council may wish to suggest.

BACKGROUND:

One of the purposes of the sale of the 2019A bonds was to provide funding for upgrading the City's management software for certain applications that were deemed to be currently inadequate. One such deficiency was the process of storing City documents electronically. The City has over the years accumulated an enormous number of files and papers that must be maintained for certain lengths of time, some that may be eventually disposed of or destroyed and others that must be kept in perpetuity. The service to be provided by Compu-data would satisfy requirements for electronically storing such documents and making them available as needed.

The VRF (Virtual File Room) interface developed by the vendor allows multiple simultaneous users to use the search engine to access on-line repositories containing all documents processed. Users are able to manage, store, retrieve and share data that has been processed by this system.

BUDGET/FINANCIAL IMPACT:

Funding for the installation and first year maintenance costs the software proposed to be purchased from Compu-Data, would come from proceeds of the 2019A Certificates of Obligations.

RECOMMENDATION: Recommended for acceptance

ATTACHMENTS: 1.) Copy of Resolution authorizing the Agreement between City and Compu-Data 2.) Copy of Agreement with Compu-data containing the scope of work, services to be provided, cost of services and other terms and conditions to be agreed to between the parties.

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

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

RESOLUTION NO: _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH COMPU-DATA INC. TO PROVIDE DOCUMENT IMAGING, DATA HOSTING AND RETRIEVAL SERVICES FOR CITY DOCUMENTS GENERATED IN THE CONDUCT OF DAY TO DAY ACTIVITIES; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, in the course of its day to day activities the City of Elgin generates a considerable amount of paperwork and files that are needed in the conduct of its business; and

WHEREAS, these activities have been ongoing for many years resulting in voluminous records that are required by State law to be maintained and accessible when needed; and

WHEREAS, the amassing of said paperwork and files and storage in their original hardcopy form is costly and inefficient and can be done electronically in a much more efficient and cost effective manner; and

WHEREAS, Compu-data has demonstrated that its software offers the best solution for managing said systems, compared to others that were considered for this task; and

WHEREAS, the terms and conditions of the proposed statement of work, certification of personnel, pricing and other terms and conditions related to provision of such services are documented in the agreement, attached hereto as EXHIBIT A;

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

The City Council approves the Agreement with Compu-Data as shown in EXHIBIT A attached and that the Mayor is authorized on behalf of the City to execute said Agreement which is incorporated herein for all purposes and that Compu-data shall provide said services at the prices and under the terms and conditions as described therein.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS 2nd DAY OF JULY, 2019.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



COMPU-DATA
International, LLC

CITY OF ELGIN

DOCUMENT IMAGING AND DATA HOSTING STATEMENT OF WORK Option 2

June 27, 2019

COMPU-DATA International, LLC

14610 Falling Creek Drive
Houston, Texas 77068

www.cdlac.com

Jaime Flores

jflores@cdlac.com

(713) 443-7541





COMPU-DATA INTERNATIONAL, LLC
Statement of Work
Option 2



COMPU-DATA International, LLC PROPRIETARY INFORMATION

The information contained in the document is confidential and is intended only for the privileged use of the City of Elgin. Any review or other use, distribution, dissemination, reproduction or taking of any action in reliance upon this information by individuals, companies or entities, other than the intended recipient, is strictly prohibited.

Copyright and Trademark Acknowledgement

All brand names and product names referenced in this document are trademarks of their respective holders.

Previous Proposal(s) Null and Void

This proposal replaces all previously submitted proposals relating to the matter this proposal addresses and therefore all such previously submitted proposals are considered Null and Void.

This proposal is valid for thirty (30) calendar days from the date listed on page one.



COMPU-DATA INTERNATIONAL, LLC
Statement of Work
Option 2



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COMPU-DATA INTERNATIONAL, LLC
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Background

The Unstructured Information Management Company™

Our Mission: *Empower Users to access information instantly and without barriers
to uncover knowledge through technology*

Founded in 1998 by the current President and CEO, Juan J. Celaya, COMPU-DATA International, LLC (CDI) specializes in the capture, index, search, and retrieval of unstructured data. Process automation and integration, as well as data security, also are key components of CDI's core services. Together, these offerings enable your organization to make your unstructured data work for you.

Certifications & State Contracts

CDI is a DBE & MBE certified by the Texas Unified Certification Program, and a Texas HUB company whose products and services are available through the following government contracts:

- CDI Texas DIR Contract #DIR-TSO-3665
- CDI Texas DIR Contract #DIR-TSO-3902





Statement of Work

Project Scope

COMPU-DATA will perform for the City of Elgin the following services:

- Pick up approximately 125 banker boxes of 8.5" x 11" documents from the police department.
- Scan approximately 312,500 case files at 300dpi black & white.
- Index approximately 6,250 documents, according to project requirements.
- Upload digitized files to COMPU-DATA's secure, cloud-hosted Virtual FileRoom™ (VFR) site for customer viewing and confirmation.
- Return requested boxes at end of project and/or destroy requested boxes

Prepping Requirements

The City of Elgin will perform all the prepping of the Police Department files. This includes, but is not limited to, removing staples and paper clips, securing smaller pieces of paper, repairing pages as needed, and inserting document separators. In addition, the City will remove all confidential CJI from the case files.

COMPU-DATA will provide both documentation and on-site training for the City's prepping personnel. The documentation will describe standard prepping processes, while the on-site training will address the specific prepping requirements of the Police Department's files.

On delivery to COMPU-DATA's scanning facility, each box of documents will be reviewed by authorized personnel for prepping accuracy. Any issues discovered during this review will be corrected, and the box made ready for scanning.

Scanning Requirements

All documents will be scanned in black and white at 300 dpi. If image quality requires, documents will be scanned in greyscale at 300dpi. All scanning will be performed by authorized personnel only.

Indexing Requirements

All indexing and quality control will be performed by authorized personnel only. The index fields to be captured are as follows:

Police Dept. Case Files

Field Name	# of Characters	Data Type	Required?	Default Value
Victim Name	15	Alpha-Numeric	Yes	
Suspect Name	15	Alpha-Numeric	Yes	
Case Number	11	Alpha-Numeric	Yes	
Report Title	15	Alpha-Numeric	Yes	



COMPU-DATA INTERNATIONAL, LLC

Statement of Work Option 2



Data Delivery Requirements

Listed below are the requirements for the delivery of the data from COMPU-DATA to the City of Elgin:

1. Searchable PDF format
2. Upload all files to respective libraries within the city's Virtual FileRoom™.

Approval Process

COMPU-DATA International, LLC will upload the processed images/documents into its exclusive Virtual FileRoom™ (VFR), hosted on our secure Cloud environment. As part of the deliverable process, city staff will log into the VFR system to review the work that is ready for your review and approval. You will receive an email each time data is loaded and ready for review; approximately daily. At that time, you are allotted five (5) business working days to either approve or identify any corrections that need to be addressed. At the end of the five (5) working days, the data will be considered approved.

Project Start Date

TBD

Estimated Project Duration

Project is completion is TBD

Training and Support

COMPU-DATA will schedule a remote training session for your VFR end-users, in which the following topics will be covered:

- Accessing and logging into VFR
- Accessing a library
- Searching for documents
 - Search templates
 - Searching using metadata
 - Using wildcards
 - Content search
 - Members versus Sets
- Viewing documents
 - Hit headers
 - Hint boxes
 - Modifying an asset
 - Viewing a file
 - Downloading a document
- Review and approval of scanned documents
- Process for submitting service requests with COMPU-DATA support
- Additional topics as identified during training



Project Personnel

The COMPU-DATA International project team will include the following members and respective functions:

1. **Project Manager**

Responsible for overall project success and customer liaison

2. **Supervisors**

Day to day supervision of staff activities and problems resolution

3. **Document Preparation Staff**

Responsible for preparing documents in batches that are going to be scanned. Sample tasks: remove all clips, bands, staples, and other fasteners from folders and from multi-page documents. Use an appropriate tool to prevent tearing or otherwise damaging the documents.

4. **Document Scanning Staff**

Responsible for pre-scanning decisions, document scanning, indexing, etc.

5. **Quality Control Staff**

Quality checks will be performed at periodic intervals throughout the document prepping, capture and indexing process. During these checks, random samples of the documents are collected, both manually and electronically, and checked against project metrics to ensure both the quality of the image and the accuracy of the metadata.



Virtual FileRoom™

In 1997, CDI commenced development of its core product, Virtual FileRoom™ (VFR). VFR handles all media sources encountered every day in the business world, such as paper, email, electronic documents, audio, video and images. Out of the box, VFR delivers administration, search and retrieval, collaboration functionality, reporting, and audit trails of digital assets, and is easily integrated into any business process and other application through its Web Services APIs.

CDI's product offerings are flexible and can be integrated with existing applications or products, including Microsoft Office and Adobe Acrobat. As VFR is accessed through the user's web browser, it is compatible with any operating system and any browser.

Repository Management & User Environment

VFR supports any file format including image, audio and video files. With automatic, content-based indexing, VFR will index the text content of any file saved in the system as a "Content File", in addition to all the index fields associated with the file. For file formats of video or images whose content does not contain text, VFR will index the associated index fields. Users' access to libraries, sub-libraries and documents are managed through an integrated access control system. This system allows the system administrators to have exact control over access rights. VFR also is compatible with Microsoft Active Directory, enabling those who use it to manage VFR access rights using already established groups, users and permissions. Users are empowered to manage, store, search, retrieve and share content discovered through their search and discovery process. When used by another application to store and retrieve documents, the integrated application can be responsible for the access controls of the data stored in VFR.

The VFR Search Interfaces allows users on multiple systems to use the sophisticated underlying search engine to access online repositories. With VFR, you can perform a Content or Boolean search over multiple defined information repositories simultaneously.

Supported Text Search Modes

Boolean mode – A query mode in which exact query terms are matched against the documents in the library (or against incoming documents, in the case of real time profiles); documents are not ranked for relevance; Boolean operators (AND, OR, NOT, WITHIN, ADJ, BETWEEN) can be used to control matching; special operators used with individual query terms enable concept (!), pattern (~), or wildcard (*, [search expression], _, @, #, ^) expansion.

VFR Highlights Include:

- User-Functionality Access.
- Statistics and Monitoring Tools.
- Web-based application with industry standard, XML architecture.
- Highly scalable architecture built on high-end search engine versus database technology.
- Automatic indexing and retrieval of nested attachments in Outlook® email files.
- Automatic indexing and retrieval of nested attachments in archive files including zip and war formats.
- Built on common business process requirements through customer collaboration.
- Support for companion files – a file linked to an indexed content file.



COMPU-DATA INTERNATIONAL, LLC

Statement of Work Option 2



- Dynamic update and search field templates with options to be administered by the end user, subject matter expert and the application administrators.
- Administrator or user defined field definitions for content classification.
- User defined Personal and Public Collections. End users may define Collections to associated digital assets with project needs and share information with other users.
- Document level security based on existing or developed Access Control Lists.
- Reporting and audit trail options assuring data integrity.
- Searchable document content contribution capabilities.
- Version Control and much more!

Integration with other Data Sources and Applications

The VFR product provides ease of integration with other applications using web services and other robust sets of APIs that will allow any vendor to interface to the CDI VFR product. These APIs allow a vendor/user to perform the following:

- Allows access to the documents stored in the CM libraries.
- Allows access to the Index fields stored with the documents.
- Allows access to the user of the CM.
- Allows login to the CM.
- Allows query data in the CM.

These are just some of the examples that are available.

Document and Application Security

VFR satisfies the following Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the FBI's Criminal Justice Information Services (CJIS) security requirements:

- Access Control
- Unique User Identification
- Emergency Access Procedure
- Automatic Logoff
- Encryption and Decryption
- Audit Controls
- Data Integrity
- Person or Entity Authentication



COMPU-DATA INTERNATIONAL, LLC
Statement of Work
Option 2



Pricing

Document Capture Pricing						
Description	Qty (Est.)	Price	Unit	OCR	Notes	Line Total
8.5" x 11" B&W Capture	312,500	\$ 0.06	Per Image	incl.	125 boxes @ 2500 pages per box	\$ 18,750.00
8.5" x 11" Indexing	350,000	\$ 0.015	Per Document		56 characters per document x 50 documents per box x 125 boxes	\$ 5,250.00
Document Prep Review	125	\$ 18.00	Per Hour		125 Boxes x 1 hr per box	\$ 2,250.00
Document Prep Training	1	\$ 500.00	Per Project		On-Site Training of Prepping Personnel	\$ 500.00
Setup	1	\$ 500.00	Per Project		One Time Cost	\$ 500.00
Pickup/Delivery	1	\$ 500.00	Per Trip		One Initial Trip	\$ 500.00
Document Destruction	125	\$ 10.00	Per Box		Certificate of Destruction Included	\$ 1,250.00
Total *						\$ 29,000.00

* Note: All quantities are estimated. Invoices will reflect actual quantities of scanned images, characters indexed, and prepping review hours.

Virtual FileRoom™ (Annual Charge)					
Item Description	Quantity *	MSRP	DIR Monthly Rate	# Months	DIR Item Total
Data On-Demand: SaaS multi-tenant VFR Edition. 5 users, up to 50 GB of usable storage, 50 GB metered bandwidth, 1 desktop scanner (35+ ppm), and 14-day backup retention period. Includes advanced security features. Requires a 3-year agreement.	1	\$ 356.25	\$ 323.30	12	\$ 3,879.60
Data On-Demand: Additional 50 GB of usable storage, including 14-day backup retention period. Data usage is calculated on a monthly basis, and additional storage is automatically added, in blocks of 50 GB, as required.	4	\$ 27.00	\$ 25.85	12	\$ 1,240.80
Data On-Demand: Application Setup. One-time charge.	1	\$ 2,550.00	\$ -	0	\$ 2,441.63
Data On-Demand: Application Training. One-time charge.	1	\$ 1,100.00	\$ -	0	\$ 1,053.25
First-Year SaaS Fee					\$ 8,615.28
Yearly Recurring SaaS Fee After First Year					\$ 5,120.40

* Note: In total, these rates include 5 user accounts and 250 GB of usable storage.



COMPU-DATA INTERNATIONAL, LLC
Statement of Work
Option 2



Payment Terms and Conditions

Payment is due upon receipt of invoice. COMPU-DATA International, LLC will invoice weekly for all scanning work accepted at time of invoices and all deliverables completed at time of invoicing.

Accounts Payable Contact

- **Name:** Phillip Taylor
- **Title:** Assistant Chief of Police
- **Office Phone:** (512) 285-5757
- **Email Address:** ptaylor@pd.ci.elgin.tx.us
- **Billing Address:** 202 Depot St.
- **Billing City:** Elgin
- **Billing State:** Texas
- **Billing Zip:** 78621

Describe the process COMPU-DATA must follow, if any, to submit its invoices, such as the need for a Purchase Order: TBD

IN WITNESS THEREOF, and per the Service Agreement Terms and Conditions, the parties hereto have executed this Agreement on the day and year first above written.

CLIENT: CITY OF ELGIN

COMPU-DATA International, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



COMPU-DATA International, LLC Typical Service Scope

(provided as a reference only)

COMPU-DATA International will implement a Quality Assurance and Control Plan tailored to reach our customer's goals and validate the implementation of the plan for the duration of the contract. Quality Assurance and Control is a cradle-to-grave process integrated from contract award through the capture process, quality review of images and data, evolving through the initial stages of the project and culminating in the delivery of digital documents and data. Throughout the project life cycle, quality assurance feeds back into the capture process, adjusting the process toward continual improvement based on the operational changes and conditions of the collection being processed.

The latest available technology in imaging hardware and software will be utilized to expedite the capture process, while operators and analysts will provide human oversight and quality control of image definition and metadata accuracy. Images and data will be checked at multiple stages within the conversion process to identify any deficiencies in image quality, data validation or other issues.

COMPU-DATA's project manager will provide oversight on imaging personnel and processes and will be responsible for the resulting quality of images and data. The on-site operations manager or supervisor will manage the day-to-day activities and quality of the deliverables.

COMPU-DATA Imaging Quality Philosophy:

All members of the project team will consistently focus their efforts to provide the highest quality digital product, defined as:

1. Optimal image quality subject to the client-specified resolution – factors considered include image brightness, contrast, despeckling, deskewing, deshading, folded corners covering readable data and black border removal.
2. To enhance the OCR recognition rates to the extent practical given source document quality and image resolution.
3. To maximize the success of the image conversion rate to PDF.
4. To minimize the number of page orientation errors.
5. To minimize the number of blank pages included in the final output of digital documents.

While the COMPU-DATA team strives for perfection in the final electronic documents and respective data, each project has its own intrinsic limiting factors. Some examples relevant to this project include the collection volume, the quality and state of the paper being processed, conversion production rate changes or other time constraints, available resources as well as existing and available technological capabilities. The challenge is to mitigate these factors to the extent possible and practical.



Box and Document Preparation:

The primary purpose of this step is to properly separate the individual documents and expedite the scanning process by ensuring that the documents are arranged properly and can be physically transported through the selected scanning equipment with minimal intervention on the part of the operator. Production scanning rates at the level required under this project make this factor critical to its success.

For this project, COMPU-DATA personnel will be responsible for box and document preparation. This includes, as needed: The removal of all bindings, paper clips, staples, etc., correct orientation of the individual pages in each document, inserting a patch code document separator at the front of each document, and any other preparation required to ensure that each individual document will pass through the scanner with no damage. When the scanning work is completed, depending on the project specifications, the materials either will be destroyed, or they will be re-boxed, quality checked and then transported by CDI personnel to the UNTHSC storage location.

Capture Process & Stage I Quality Control:

The paramount concern relative to the conversion of the several document types is the image quality of the digital rendition. Without legibility, the content cannot be read visually on a display, full-text search rates are adversely impacted, and the content becomes of little value to the end user. In a high production environment, it is critical to leverage the proper imaging hardware and software technology and processes available against the various types of documents to facilitate feeding the scanners at their rated speed while optimizing image quality.

Each scanning workstation will be configured through software with the following settings:

1. Output Resolution – minimum of 300 DPI
2. Output File format(s) – Searchable PDF
3. Automatic page rotation – off*
4. Deskew at or less than 12°
5. Despeckle-on
6. Blank page automatic deletion – less than 1,000 bytes**

* Initial setting. Page orientation errors during document preparation require operators to have this feature engaged.

**Effectiveness of setting will be analyzed and adjusted as needed.

Each document will be preconfigured during document preparation for separation and with metadata fields as specified by UNTHSC. This will be accomplished in an automated fashion, populating data through the utilization of 2D bar and patch codes inserted.

Scan operators will remove paper documents from boxes and position them in the scanner's automatic document feeder (ADF) in the orientation established during document preparation. As scanning begins, the scan operator will monitor the images and the data extracted from the bar codes as they display on the screen to identify issues with image quality and legibility, orientation, and to identify blank pages that have not been deleted by the software. Any images caught at this stage of the quality process will be corrected via the software in the case of orientation and blank pages or through modification of camera settings and rescan to improve sub-standard image brightness, contrast, etc. Additionally, the software is configured to flag documents missing data from the primary barcode.



Stage II Quality Review:

After a batch of documents is scanned, the images will be routed to a Quality Assurance (QA) Operator who begins the second quality control process. It is the responsibility of the QA Operator to ensure that each document is imaged and meets or exceeds COMPU-DATA and/or UNTHSC quality requirements and those errors are identified and corrected. Steps in the quality control process include the following:

- The QA operator will check the visual legibility at screen resolutions of an image on the display. The purpose of this step is to make sure that an image can also produce viable text. If the display image is not legible, the source image will be reviewed to determine if a rescan of that image will be required.
- The QA operator will validate that images are upright and right-reading to the extent practical. The QA operator will rotate the image as necessary to emulate the original page format. Exceptions requested by UNTHSC will be added to the exception list.
- The QA operator will search for blank pages and all pages identified as blank images will be deleted prior to release. The QA operator will validate that truly blank images are removed by verifying questionable images with an electronic magnifying glass to ensure valid pages are not deleted. Since the software analysis is fallible, bias will be toward retention of pages to ensure that actual data is not deleted from the electronic files.

Stage III Metadata Quality Review:

Two final processes take place in verifying that data was extracted from the barcodes. Daily, there is an automated process that reviews every document scanned and ensures that data has been extracted from the barcodes associated with each document. Finally, one last random check on the metadata extracted is performed by the operations manager after all boxes have been selected for inclusion into the weekly Transmittal.

Any errors found during these two processes are immediately addressed by reprocessing the specific document and readying it for inclusion into the weekly Transmittal.



COMPU-DATA INTERNATIONAL, LLC
Statement of Work
Option 2



Summary of File Conversion and Compression Techniques

COMPU-DATA uses industry standard file conversion and compression techniques such as PDF, Searchable PDF, TIFF, JPEG, PNG, etc. The customer should select the format(s) that are most appropriate for its project.

Data Approval Process

COMPU-DATA International, LLC will upload the processed images/documents into its exclusive Virtual FileRoom™ (VFR), hosted on our secure Cloud environment. As part of the deliverable process, your staff must log into the VFR system to review the work ready for your review and approval. You will receive an email each time data is loaded and ready for your approval; approximately daily. At that time, you are allotted 5 working days to approve or identify any corrections that need to be addressed. At the end of the 5 working days, the data will be considered approved.

Document Destruction

COMPU-DATA can provide complete document destruction services for an additional fee. This service can be provided both for documents we first scan and digitize, and for documents that your organization wishes only to be destroyed.

COMPU-DATA uses a third-party service for document destruction. However, all document destruction occurs under the supervision of COMPU-DATA representatives. Once destroyed, proof of destruction will be provided to you in the form of a Certificate of Destruction.

Security Addendum

Exhibit A, beginning on the following page constitutes an addendum to the terms and conditions of this Statement of Work and is incorporated herein for all purposes.

EXHIBIT A

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed),

as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex: ____ Race: _____ DOB: _____ State/ID or DL: _____

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor
Representative

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor(s) and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity – to include subcontractor services; third party service provider if applicable)

Printed Name of Agency Representative

Signature of Agency Representative

Title

Agency Name and ORI

Date

Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative

Title

Vendor Organization Name

Date

Printed Name of Vendor (Sub-Contractor)
Representative

Signature of Vendor (Sub-Contractor) Representative

Title

Vendor Organization Name

Date



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of property owner responsibilities relating to Weeds, Wild Growth, and Unsanitary Conditions and direction to staff regarding city policy for mowing/maintenance of public right-of-way areas

DEPARTMENT: City Manager/Public Works/Code Enforcement

PROPOSED ACTION:

Direction to staff as it relates to city policies and procedures for enforcement of code provisions as it relates to maintenance (and in particular grass mowing) of rights-of-way adjacent to private property.

BACKGROUND:

Discussed at previous meetings; This item follows a recent staff presentation (and Council discussion) of current procedures regarding the enforcement of City Code Article II – Weeds, Wild Growth, and Unsanitary Conditions; and, in particular grass mowing city-owned rights-of-way adjacent to private property

In the past, the city has been liberal and “generous” in its interpretation of the code as it relates to violators; which has resulted in an enforcement effort that is not cost-effective and has appeared at times to be inconsistent. As we enter a new mowing season, however, it is the staff’s goal to be more aggressive and consistent in its enforcement practices; and to do so in a way that is more cost-effective for city operations.

Through this effort, the staff identified numerous areas wherein city forces are mowing/maintaining right-of-way areas that, under city code, are the responsibility of the adjacent private property owners.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Direction to staff as it relates to grass mowing of public rights-of-way adjacent to private property and related code enforcement matters as described herein.

ATTACHMENTS:

Staff Report - April, 2019

{ } 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.

Color Code

Ward 1 @ 14	Ward 2 @ 6	Ward 4 @ 10
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Public Works - Locations Proposed to be Removed from Mowing Schedule Updated 4.17.2019

Slide #	Ward Count	Street/Area	Ward	Action	Property ID	Property Owners	Address
1	1	East Alamo Street- from Madison Street to Railroad track	1	Remove	14343 14250 12814	Maria Sepeda - Ismael Vasquez - James Kenneth -	200 East Alamo Street 319 Martin Luther King Boulevard 408 East Alamo Street
2	2	Hall Street	1	Remove	12974	PALACIOS, ESEQUIEL & MARIBEL ARAUJO -	501 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621
3	3	Houston Street	1	Remove	12788 13061 11906	SHEPHERD, GABRIELA R & PAULA OSORIO - JONES, BERTHA MAE - SMITH, CECIL -	213 215 217 HOUSTON ELGIN, TX 78621 219 HOUSTON ST ELGIN, TX 78621 MADISON ST ELGIN, TX 78621
4	4	Jackson Street	1	Remove	14863 14866 14869	ROBINSON, WALTER & NORMA - MOYA, JOSE LUIS & VIOLETA PADRON - VELAZQUEZ, MIGUEL & AMALIA -	100 JACKSON ST ELGIN, TX 78621 110 JACKSON ST ELGIN, TX 78621 114 JACKSON ST ELGIN, TX 78621
5	5	Madison Street- East Brenham Street	1	Remove	14244	Arthur Lanford -	415 East Brenham Street
6	6	Madison Street - Monroe Street to Martin Luther King Boulevard	1	Remove	12850 13103	Thaddeus McDonald - ARELLANO, BERTIN & ENY -	801 Martin Luther King Boulevard 815 S MARTIN LUTHER KING JR BLVD
7	7	Martin Luther King Boulevard - East 1st Street to Railroad ROW	1	Remove	12397 117447 8701906 8701923	Lundgren Family - SOUTHERN PACIFIC TRANSPORT CO - BARKER, BARRY - BARKER, BARRY -	301 East 1st Street
8	8	Fisher Street	1	Remove	12736 127267	Visvanath LP - Visvanath LP -	161 Fisher Street 205 E US 290 ELGIN, TX 78621
9	9	Van Buren Street	1	Remove	14863 14866 14869	ROBINSON, WALTER & NORMA - MOYA, JOSE LUIS & VIOLETA PADRON - VELAZQUEZ, MIGUEL & AMALIA -	100 JACKSON ST ELGIN, TX 78621 110 JACKSON ST ELGIN, TX 78621 114 JACKSON ST ELGIN, TX 78621
10	10	Washington Street	1	Remove	12945	Emma Mosby -	
11	11	Loop 109 /South Main Street - Alamo Street to Cleveland Street - North Side (easement lot close to Mr. McShan)	1	Remove	12946 12906	MENDOZA, PEDRO & FRANCISA - MERCADO-BENITEZ, JOSE -	422 South Main Street 418 S AVE D ELGIN, TX 78621 -
12	12	Loop 109/South Main Street - Cleveland Street to South Avenue C - SW corner	1	Remove	12952 13110	Sylvia R. Sexton - Sylvia R. Sexton -	501 South Avenue C 505 S AVE C ELGIN, TX 78621
13	13	Madison Street- Ward Street to Hall Street	1	Remove	12974 98948 98949 8712013 12978 72399 12698 12832 12980	PALACIOS, ESEQUIEL & MARIBEL ARAUJ - JONES, DANA R - JONES, DANA R - GREATER GALILEE BAPTIST CHURCH HERITAGE CENTER - THE EDDIE C SHAW LIVING TRUST 3/4/18 - THE EDDIE C SHAW LIVING TRUST 3/4/18 - MADISON, LA MORSE - BRADLEY, DAN JULIUS (ETAL) - CASTILLO, FRANCISCA -	501 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 504 MADISON ST ELGIN, TX 78621 506 MADISON ST ELGIN, TX 78621 515 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 517 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 519 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 523 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621
14	14	East Alamo Street - East side from Thomas Park to Old McDade Road	1	Remove	12846	Howard Johnson -	601 Old McDade Road

Ward 1 @ 14

Color Code

Ward 1 @ 14	Ward 2 @ 6	Ward 4 @ 10
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Public Works - Locations Proposed to be Removed from Mowing Schedule Updated 4.17.2019

Slide #	Ward Count	Street/Area	Ward	Action	Property ID	Property Owners	Address
Ward 2 @ 6	15	1	West Austin Street - South Main Street to South Avenue C	2	Remove	12199 12202	GONZALES, MARCELLO MRS - 100 BLK S AVE C ELGIN, TX 78621 RIVERS BUILDING LLC - 112 S MAIN ST ELGIN, TX 78621
	16	2	South Avenue C - West Austin Street to West Brenham Street	2	Remove	45138 12421 14484	ADNAN NICOLAS AWAD & ROULA MITRI - 200 S MAIN ST ELGIN, TX 78621 VIZCARRA, FRANCISCO JR - 207 S AVE C ELGIN, TX 78621 TREVINO, JOE - 300 S AVE C ELGIN, TX 78621
	17	3	Joe Sayers Street	2	Remove	12618 61898	Showplace Commercial Park, LLC - 602 West Hwy 290 Michel Joseph - Tanglewood Edition Lot - 3 & 4
	18	4	Alley A Street (All)	2	Remove	14592 14601 14604 12271 12268 73825	WATSON, ROBERT - 500 BLK ALLEY A ELGIN, TX 78621 GONZALES, HECTOR R - 500 BLK ALLEY A ELGIN, TX 78621 GONZALES, HECTOR R - 411 ALLEY A ELGIN, TX 78621 POINT RIDER FOUNDATION INC - 403 CENTRAL AVE ELGIN, TX 78621 POINT RIDER FOUNDATION INC - 104 S AVE A ELGIN, TX 78621 BETHEL METHODIST CHURCH - 501 CENTRAL AVE ELGIN, TX 78621
	19	5	Central Avenue - HEB area	2	Remove	87264 47892	H E BUTT GROCERY COMPANY - 1080 W HWY 290 ELGIN, TX 78621 HEB GROCERY COMPANY LP - HWY 290 COMMERCIAL
	20	6	Kennedy Street - little past Alley A Street	2	Remove	98835 98836 14841	Alberto Reyna - Kennedy Street Alberto Reyna - Kennedy Street Luis Turrubiarde - 200 KENNEDY ST ELGIN, TX 78621

Color Code

Ward 1 @ 14	Ward 2 @ 6	Ward 4 @ 10
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Public Works - Locations Proposed to be Removed from Mowing Schedule Updated 4.17.2019

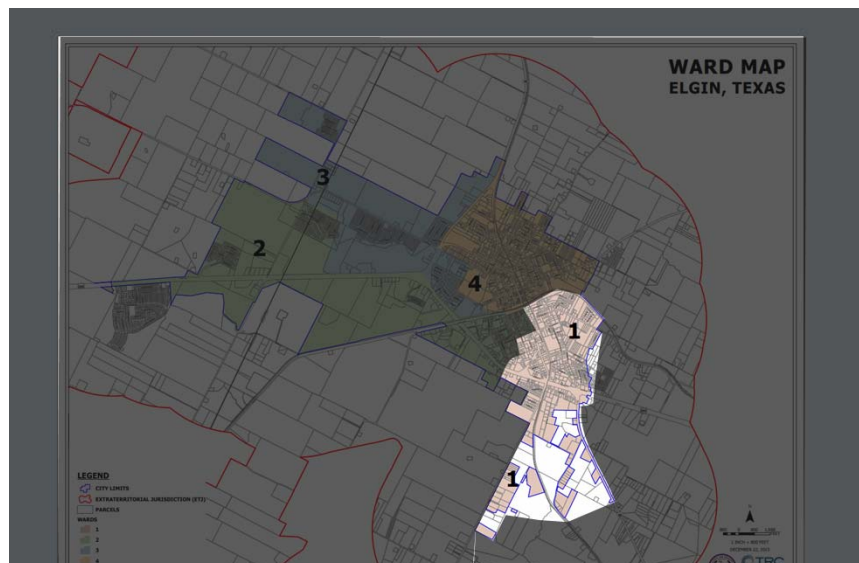
Slide #	Ward Count	Street/Area	Ward	Action	Property ID	Property Owners	Address
21	1	Arthur Street	4	Remove	15630 15486 15489	RIVERA, LEONARDO & GRANT, CLEMMIE JR, JR PEREZ, DELFINO	619 Q S GOINS LN ELGIN, TX 78621
22	2	Canada Alley	4	Remove	13122 13674 12265 13668 81413 13672	LEWIS, DANNY WAYNE BUSTOS, LARRY JAMES LAWHORN, BRYAN CASNOVSKY, WILLIAM M & LINDA M VOYLES, TRAVIS & LINDSAY CHASE, ARTHUR & DEBRA JEAN	911 N MAIN ST ELGIN, TX 78621 907 N MAIN ST ELGIN, TX 78621 202 TAYLOR RD ELGIN, TX 78621 204 TAYLOR RD ELGIN, TX 78621 206 TAYLOR RD ELGIN, TX 78621 111 E 10TH ST ELGIN, TX 78621
23	3	East 1st Street & North Avenue G / FM 3000 - North Martin Luther King	4	Remove	15330 8701906 8701923	Arben Shaholli BARKER, BARRY BARKER, BARRY	501 East 2nd Street 501 East 2nd Street
24	4	FM 3000/East 2nd Street @ Q. S. Goins Lane	4	Remove	11055	Robert and Ruby Simms	730 East 2nd Street
25	5	Larson Lane (All)	4	Remove	48196 48195 48194 48192 48186 48185 11324 15468 11120 11237 15714 15657	SMITH, MICHAEL LEE & GAYLE K OLD RUEDA, GABRIEL FERGUSON, WAYNE & CINDY TREVINO, DIANA LEDESMA, MARK A REDMOND, SUSAN ELISABETH MONSON, ARTIE HINDS, ELLEN M TAYLOR, SOPHIE ESTATE LEONARD, HELEN LOUISE; CAPETILLO, JESUS REDDYLEE LLC	817 LLOYD LN APT A ELGIN, TX 78621 815 LLOYD LN ELGIN, TX 78621 813 LLOYD LN APT A ELGIN, TX 78621 811 LLOYD LN ELGIN, TX 78621 92 LOUISE ST ELGIN, TX 78621 94 LOUISE ST ELGIN, TX 78621 707 LEXINGTON RD ELGIN, TX 78621 701 LEXINGTON RD ELGIN, TX 78621
26	6	Lexington Road @ Louise Street (NW corner)	4	Remove		Elgin Agrarian, LLC	
27	7	Lexington Road - Louise Street to Curve	4	Remove		Elgin Agrarian, LLC	
28	8	Taylor Lane (all)	4	Remove	129528 11006 15576 15570 15678 11201 15417 15339	WATERS, GEORGE HENRY, Sr - RUSSELL, GARY LEIGH (ETAL) - HILL, CHARLES HILL, CHARLES HILL, ROBERT NEWTON SCHNIER, SPENCER & ANGELICA HUERTA FARAHANI, MANOUCHEHR D FARAHANI, MANOUCHEHR	103 TAYLOR LN ELGIN, TX 78621 101 TAYLOR LN ELGIN, TX 78621 103 TAYLOR LN ELGIN, TX 78621 120 TAYLOR LN ELGIN, TX 78621 124 TAYLOR LN UNIT B ELGIN, TX 78621 143 TAYLOR LN ELGIN, TX 78621
29	9	Bill Street	4	Remove	15606 11216	CHAVERRIA, JORGE IVAN VICTOR HUGO	BILL STREET ELGIN, TX 78621 BILL ST
30	10	Carolina Street	4	Remove	11171 11039 119350 11351 11348	WESTBROOK, CARRIE SHAW, IRENE CHAVARRIA, GENO CHAVARRIA, GENO CHAVARRIA, GENO	CAROLINA ST ELGIN, TX 78621



Public Works - locations proposed to be removed from mowing schedule

1

WARD 1



2

1

East Alamo
Street- from
Madison
Street to
Railroad
track



- Maria Sepeda - 200 East Alamo Street
- Ismael Vasquez - 319 Martin Luther King Boulevard
- James Kenneth - 408 East Alamo Street

3

2

Hall Street



- PALACIOS, ESEQUIEL & MARIBEL ARAUJO - 501 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621

4

3

Houston Street



- SHEPHERD, GABRIELA R & PAULA OSORIO - 213 215 217 HOUSTON ELGIN, TX 78621
- JONES, BERTHA MAE - 219 HOUSTON ST ELGIN, TX 78621
- SMITH, CECIL - MADISON ST ELGIN, TX 78621

5

4

Jackson Street



- ROBINSON, WALTER & NORMA - 100 JACKSON ST ELGIN, TX 78621
- MOYA, JOSE LUIS & VIOLETA PADRON - 110 JACKSON ST ELGIN, TX 78621
- VELAZQUEZ, MIGUEL & AMALIA - 114 JACKSON ST ELGIN, TX 78621

6

5

Madison
Street- E
Brenham St

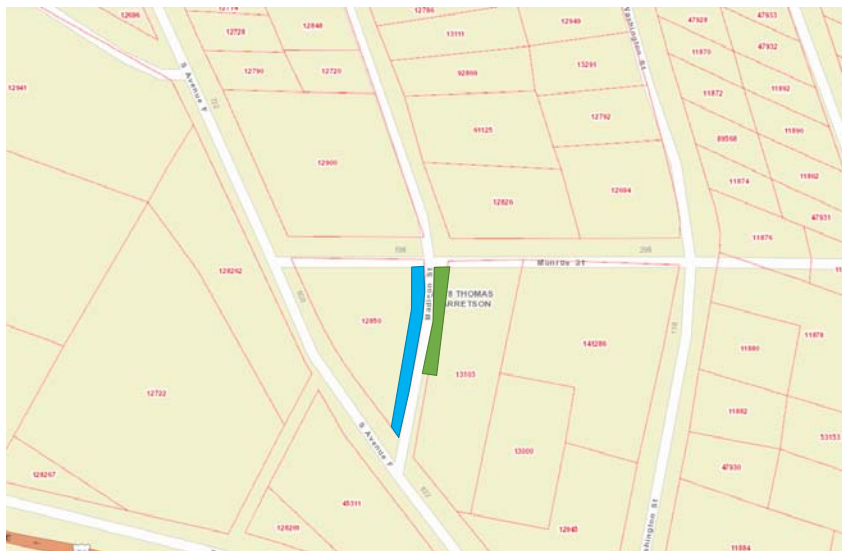


● Arthur Lanford - 415 East Brenham Street

7

6

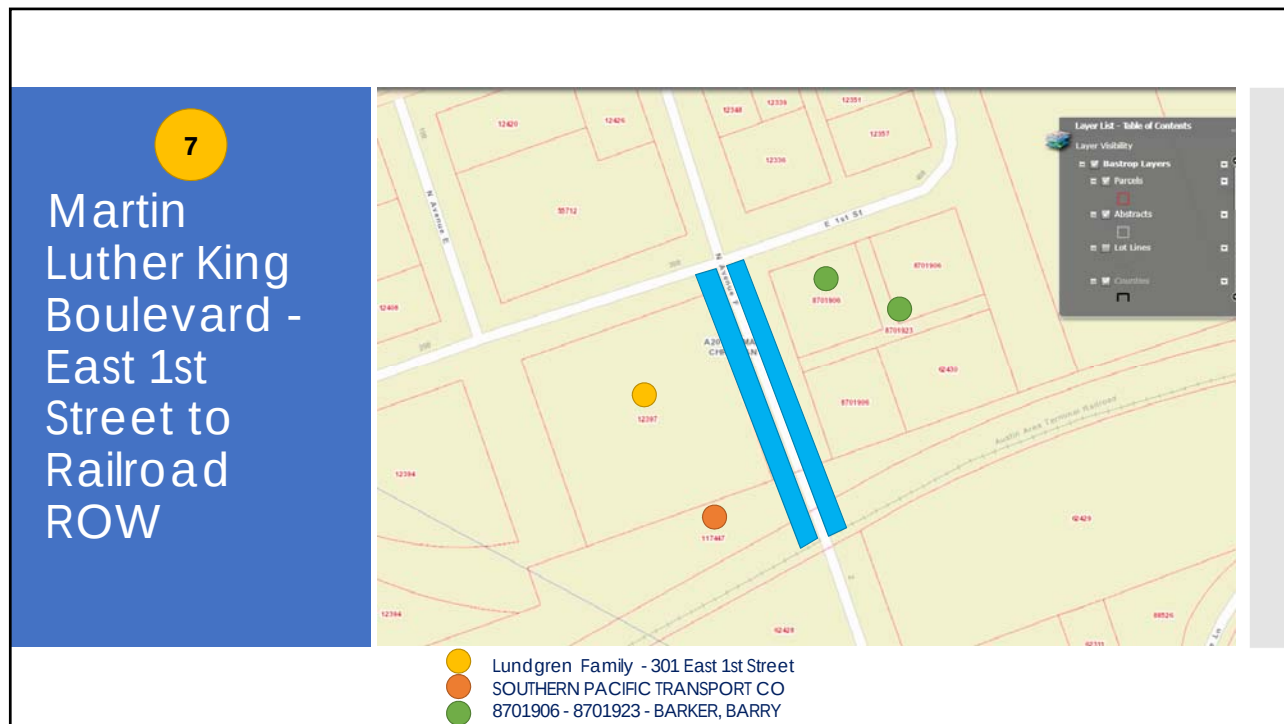
Madison
Street -
Monroe
Street to
Martin
Luther King
Boulevard



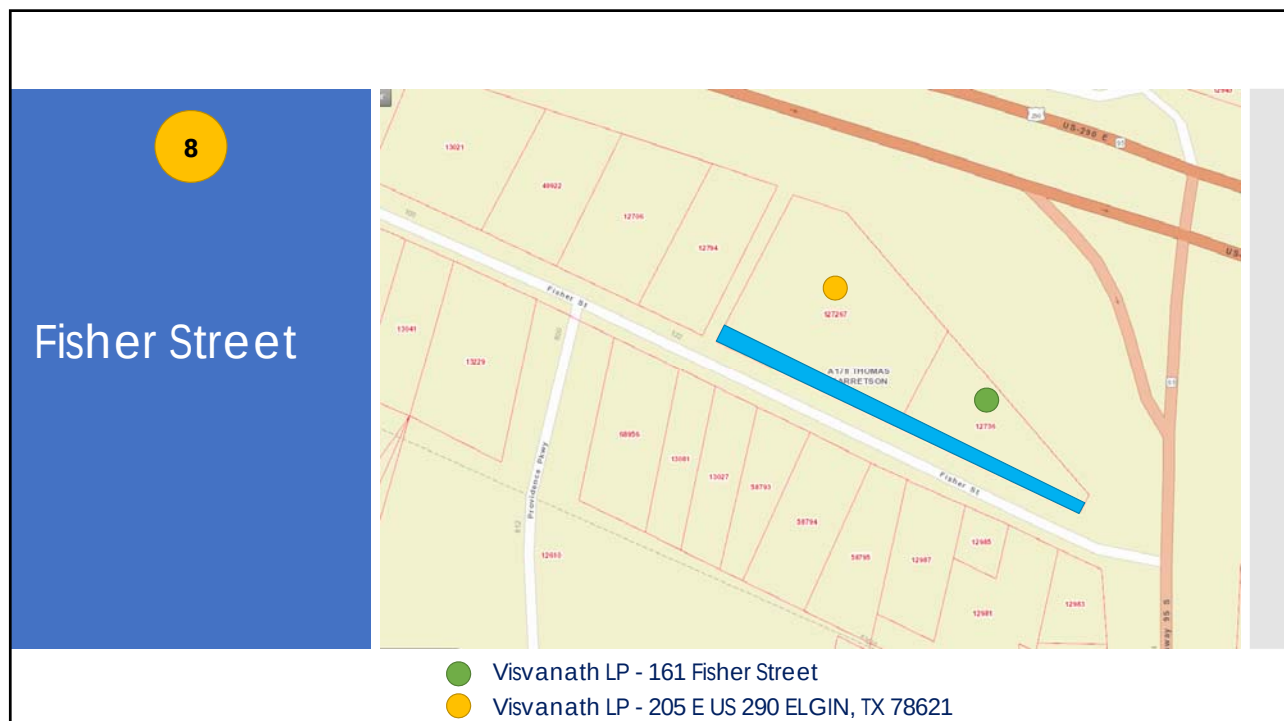
● Thaddeus McDonald - 801 Martin Luther King Boulevard

● ARELLANO, BERTIN & ENY - 815 S MARTIN LUTHER KING JR BLVD

8



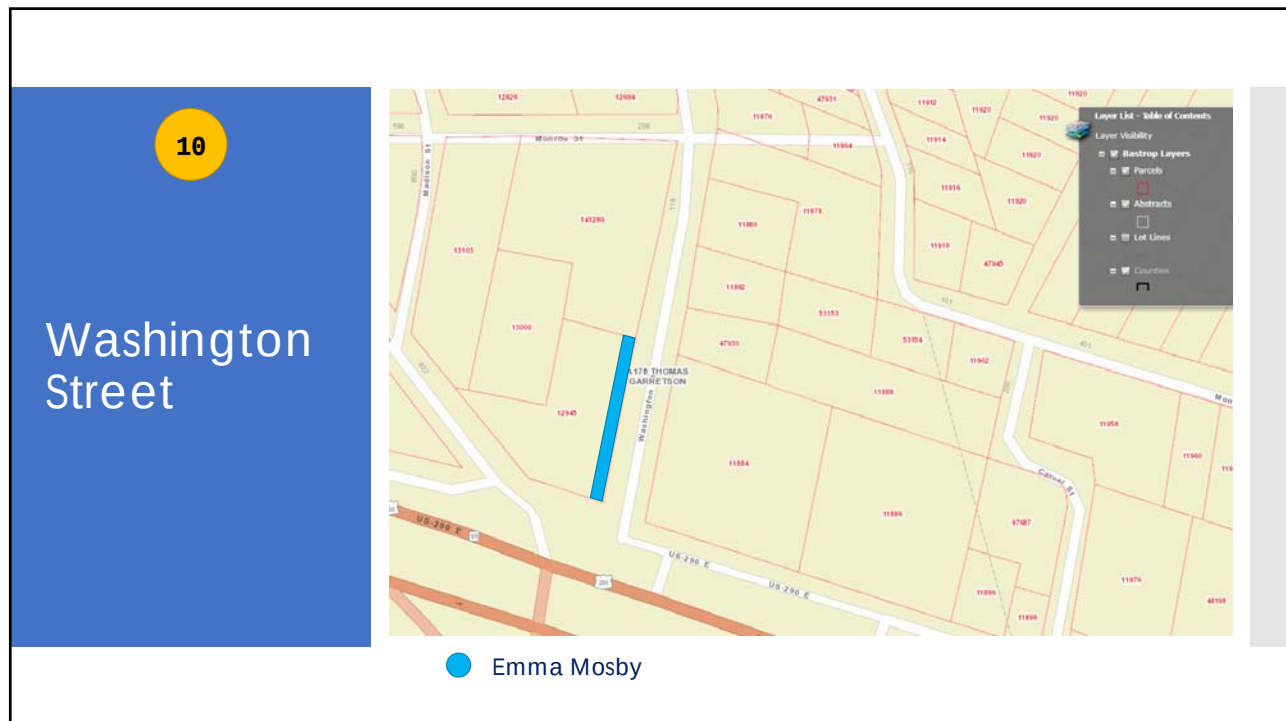
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10



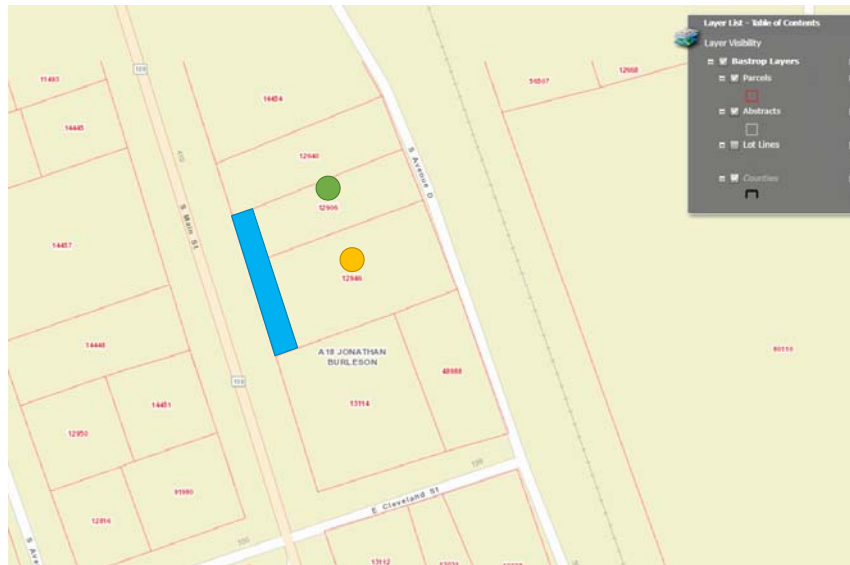
11



12

11

Loop 109 /South
Main Street -
Alamo Street to
Cleveland Street -
North Side
(easement lot
close to Mr.
McShan)



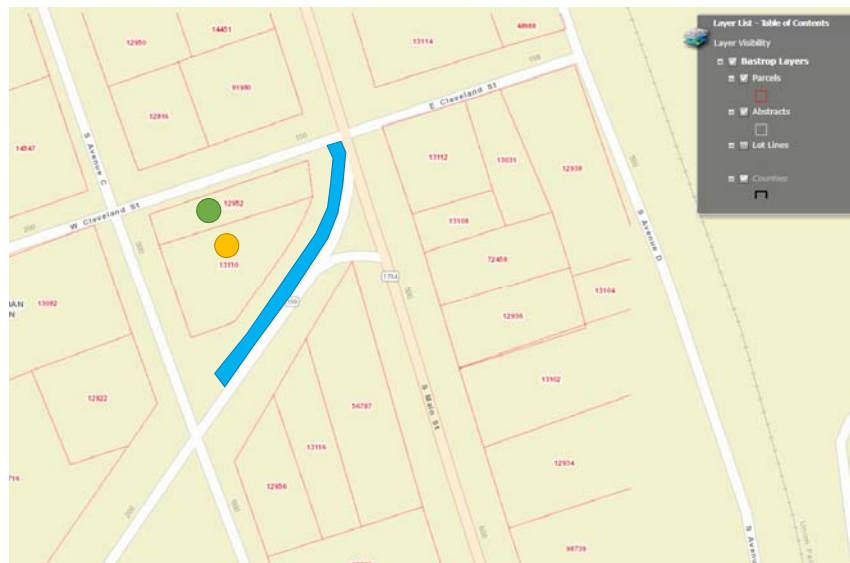
● MENDOZA, PEDRO & FRANCISA - 422 South Main Street

● MERCADO-BENITEZ, JOSE - 418 S AVE D ELGIN, TX 78621 -

13

12

Loop
109/South
Main Street -
Cleveland
Street to South
Avenue C -
SW corner



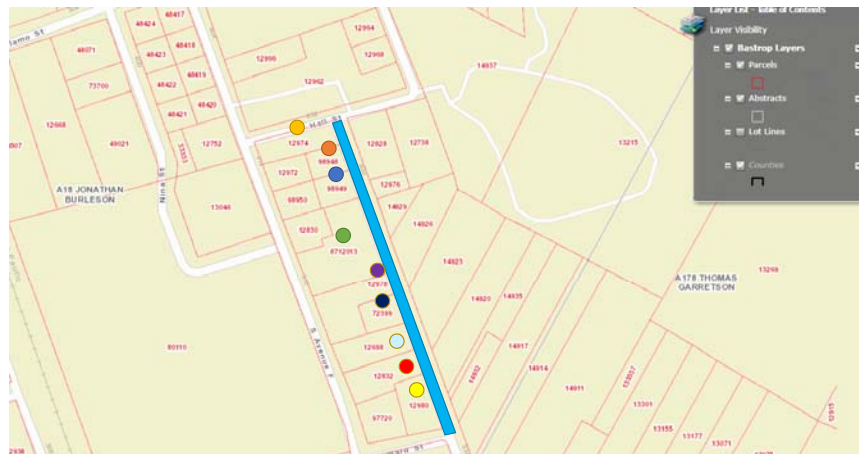
● Sylvia R. Sexton - 501 South Avenue C

● Sylvia R. Sexton - 505 S AVE C ELGIN, TX 78621

14

13

Madison Street- Ward Street to Hall Street

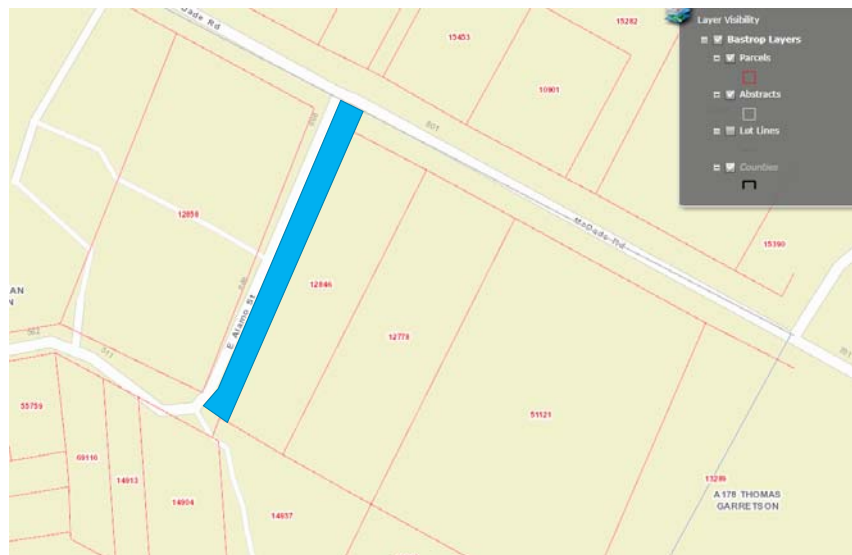


- 12974 - 501 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 - PALACIOS, ESEQUIEL & MARIBEL ARAUJ
- 98948 - 504 MADISON ST ELGIN, TX 78621 - JONES, DANA R
- 98949 - 506 MADISON ST ELGIN, TX 78621 - JONES, DANA R
- 8712013 - GREATER GALILEE BAPTIST CHURCH HERITAGE CENTER
- 12978 - 515 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 - THE EDDIE C SHAW LIVING TRUST 3/4/18
- 72399 - 517 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 - THE EDDIE C SHAW LIVING TRUST 3/4/18
- 12698 - 519 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 - MADISON, LA MORSE
- 12832 - 523 S MARTIN LUTHER KING JR BLVD ELGIN, TX 78621 - BRADLEY, DAN JULIUS (ETAL)
- 12980 - CASTILLO, FRANCISCA

15

14

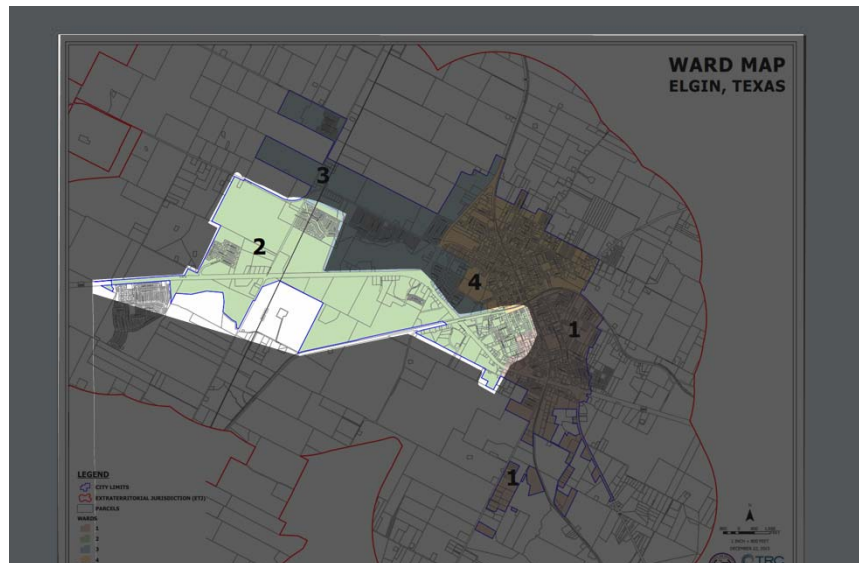
East Alamo Street - East side from Thomas Park to Old McDade Road



- Howard Johnson - 601 Old McDade Road

16

WARD 2



17

15

West Austin Street - South Main Street to South Avenue C



- 12199 - GONZALES, MARCELLO MRS - 100 BLK S AVE C ELGIN, TX 78621
- 12202 - RIVERS BUILDING LLC - 112 S MAIN ST ELGIN, TX 78621

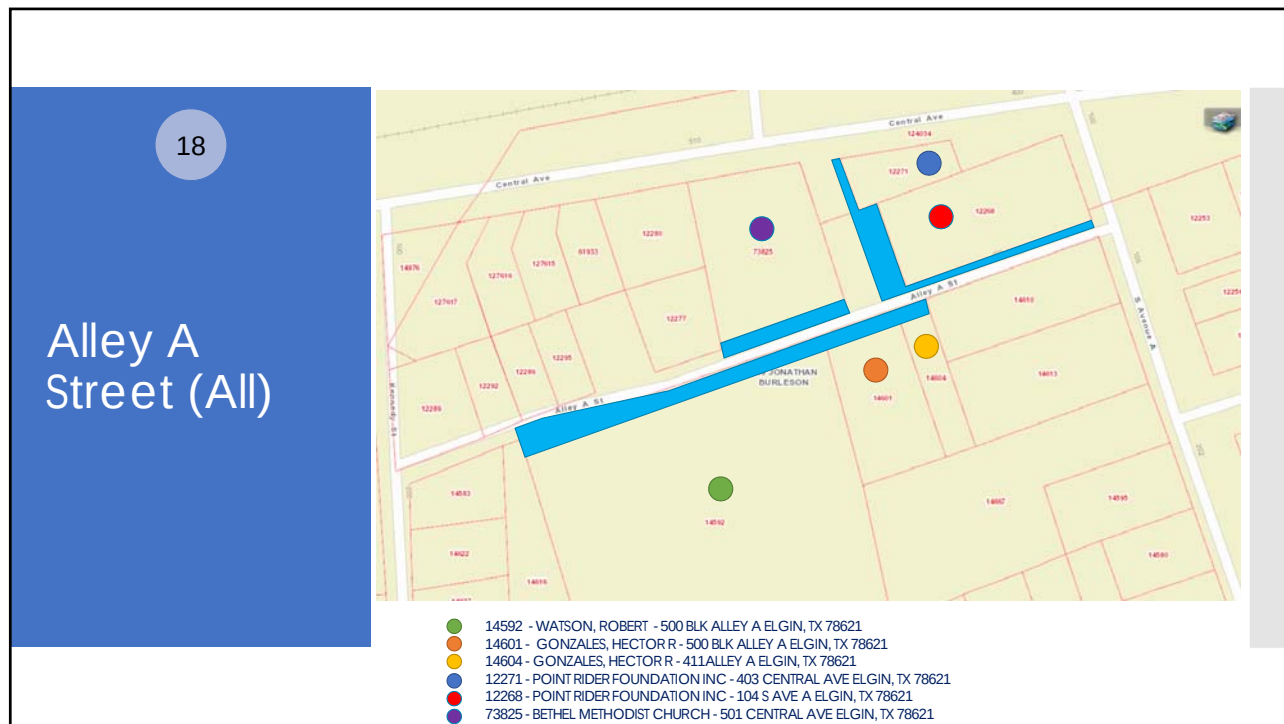
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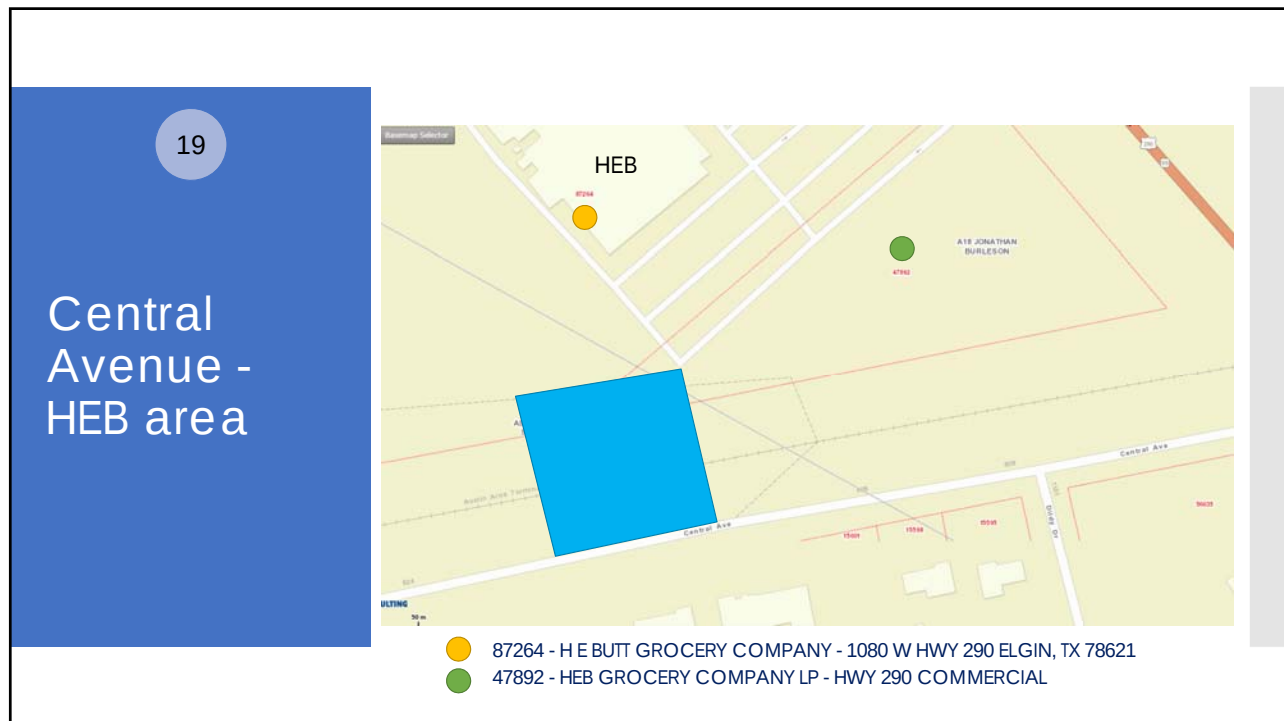
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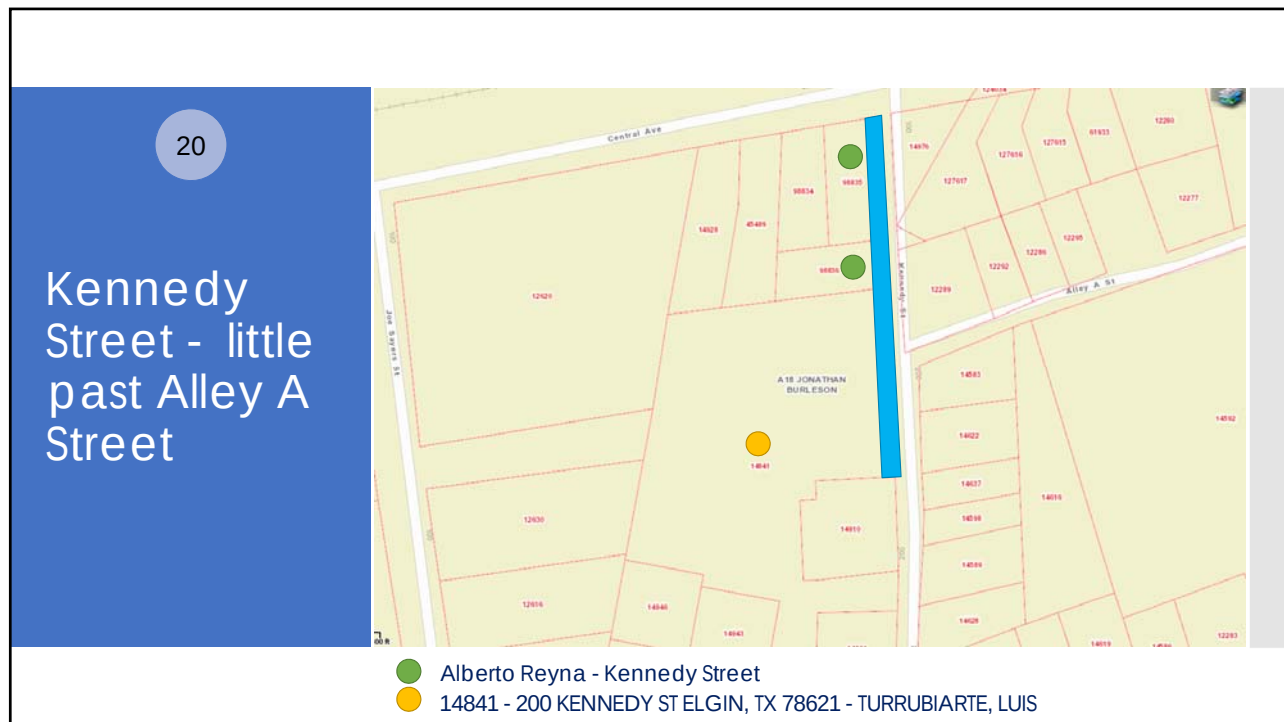
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21



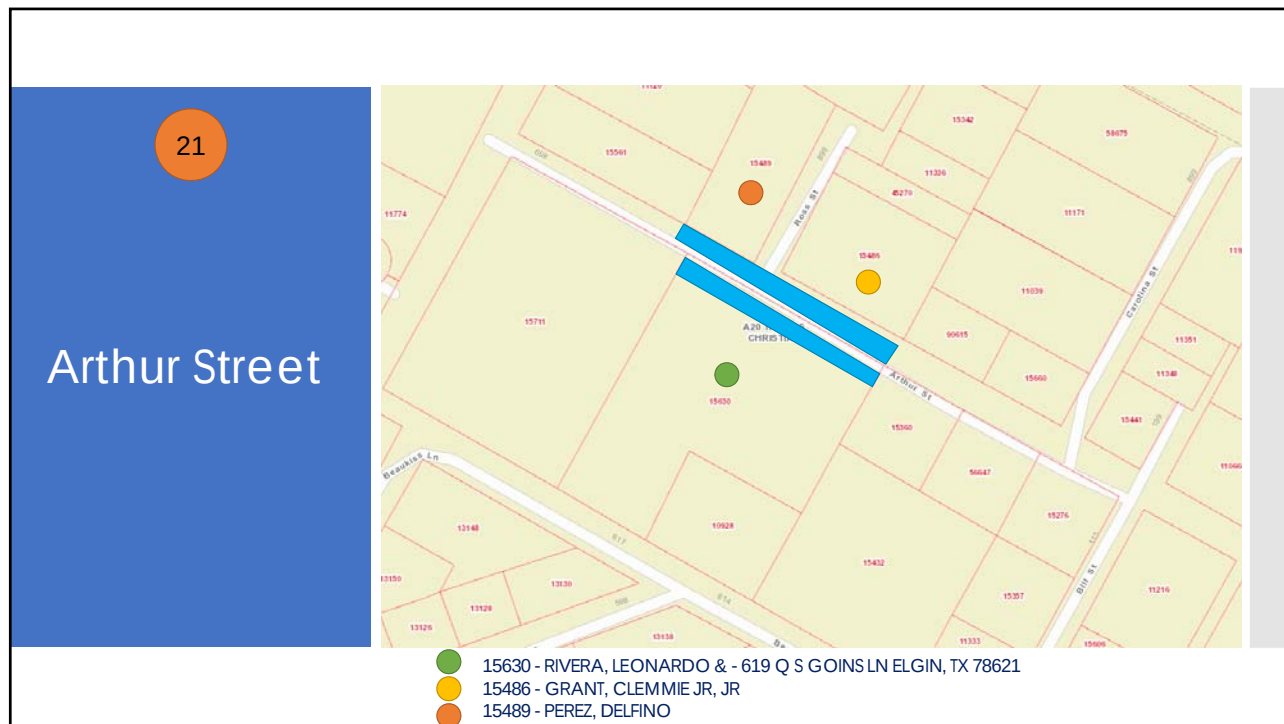
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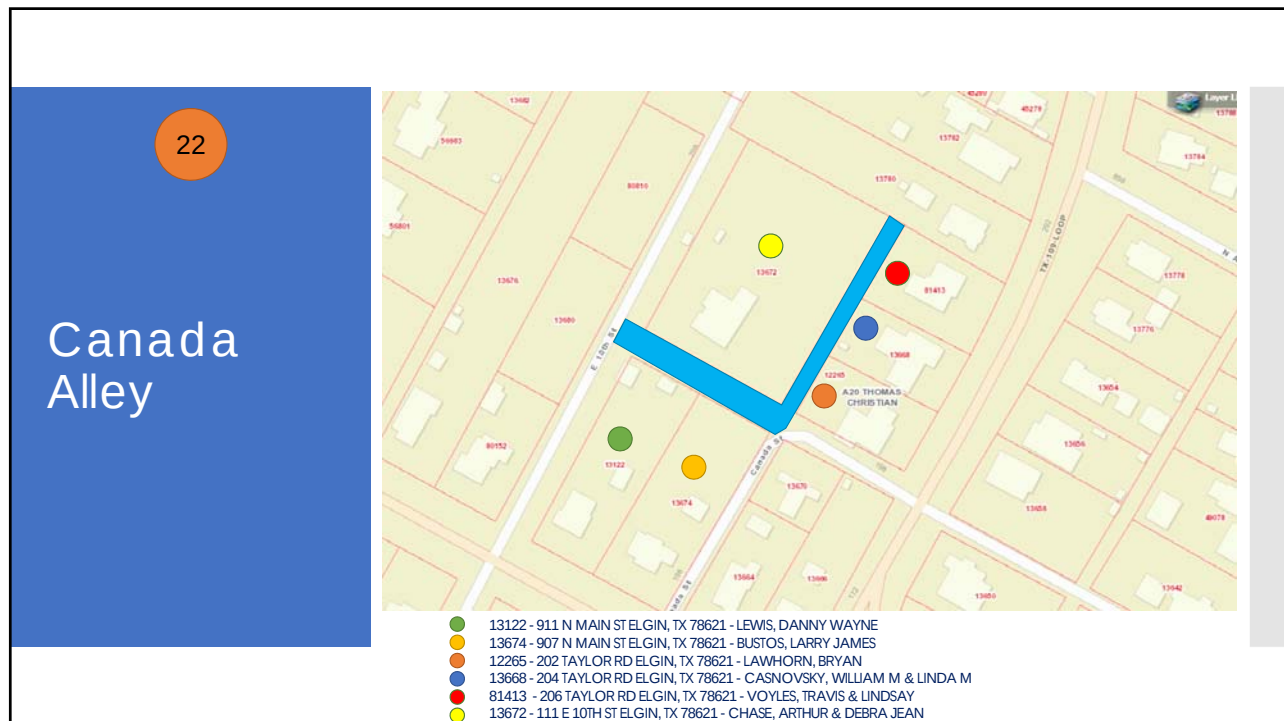
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24



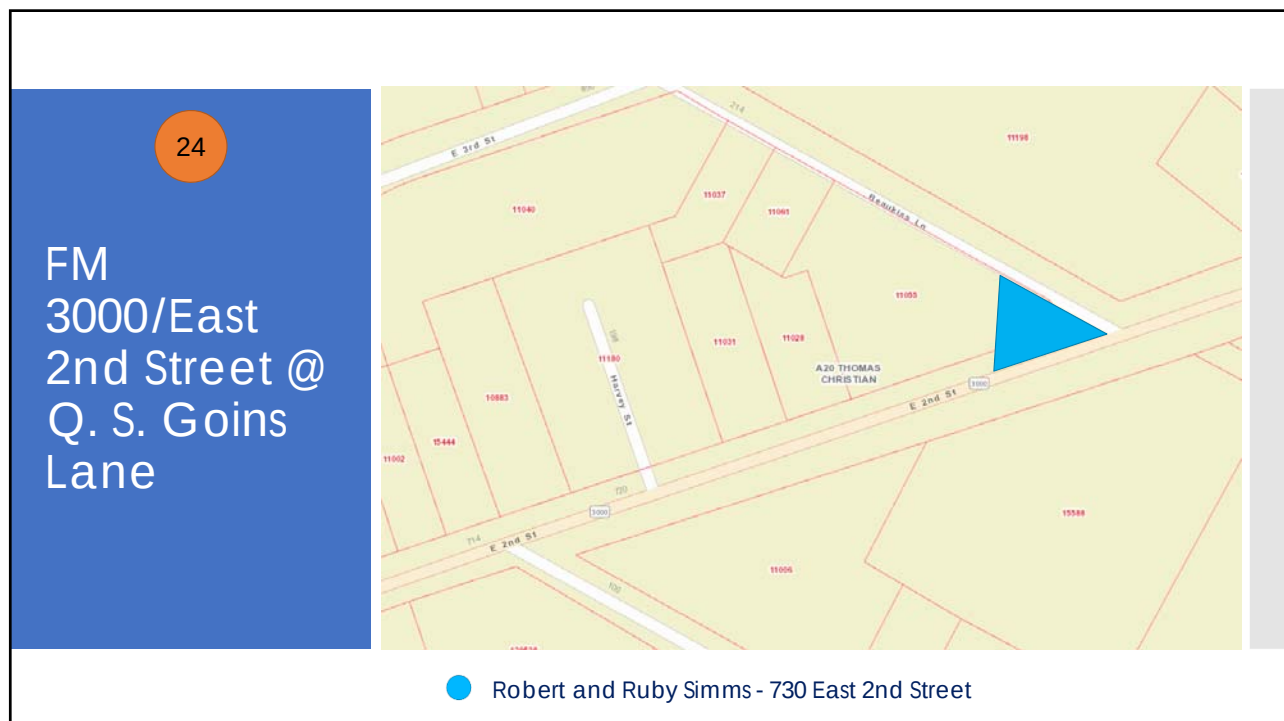
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26



27



28



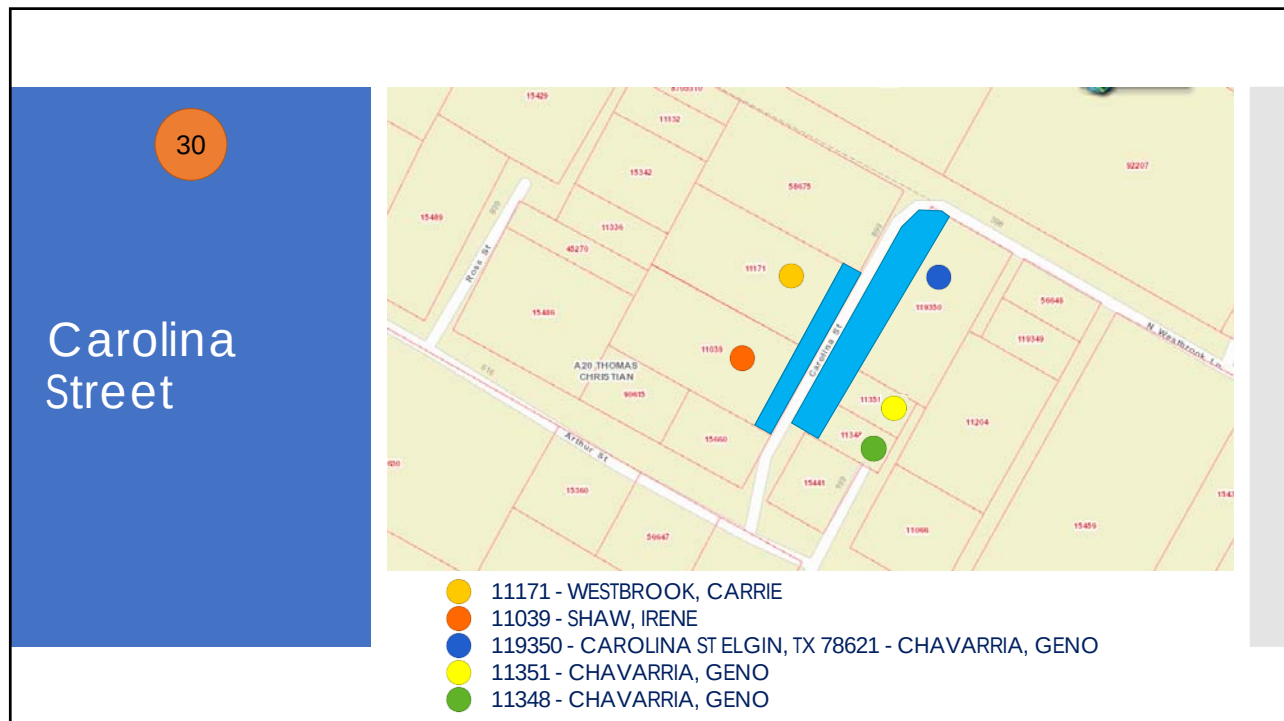
29



30



33



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