



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, DECEMBER 3, 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 An Ordinance Amending Chapter 46 Subdivisions, Revised Code Of Ordinances, City Of Elgin, Texas, By Amending Section 36.1 Through 36.5, Section 36.29 Through 36.31, Section 36.51, Section 36.52, Section 36.78 Through 36.83, Section 36.110 Through Section 36.112, Section 36.138, Section 36.140 Through 36.143, 36.172 Through 36.174, Section 36.202, Section 36.258, Section 36.281, Section 36.282, Section 36.284, Section 36.285, Section 36.288 Through Section 36.310, Section 36.312, Section 36.313, Section 36.315, Section 36.338, Section 36.365 Through 36.370, Section 36.399 Through Section 36.401, Section 36.433, Section 36.513 Through Section 36.515; Deleting In Their Entirety Section 36.482, Section 36.483, Section 36.485, Section 36.486; Adding Section 36.5 Through Section 36.515

Documents:

[PUBLIC HEARING COUNCIL COVERSHEET.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. CITY MANAGERS REPORT

1. Presentation And Discussion Of The New City Of Elgin Personnel Policy

Documents:

[EXSUMMARY - PERSPOLICY PRESENTATION.PDF](#)

2. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2019-20 Annual Operating Budget

Documents:

[EX SUMMARY - NONPROFIT FUNDING.PDF](#)
[NON-PROFIT SCORE CHART.PDF](#)
[NON-PROFIT ORGANIZATIONS 2019-20.PDF](#)
[COMMUNITY SUPPORT CONTRIBUTIONS 2015-2020.PDF](#)

3. (Discussion Only) Appointment/Re-Appointment Of Members To Committees/Commissions With Expiring Terms.

Documents:

[EXSUMMARY - BOARDS AND COMMISSION APPOINTMENTS.PDF](#)
[ORD2017-10-10-19 RULES AND PROCEDURES FOR BOARDS AND COMMISSIONS \(002\).PDF](#)
[MEMO BOARDS AND COMMISSIONS LIST TO COUNCIL \(002\).PDF](#)

4. Review And Discussion Of Possible Amendment To The City Zoning Code To Eliminate Mobile Homes And/Or Mobile Home Parks As A Permitted Use Under R-3 Zoning

Documents:

[EXSUMMARY - DISCUSS R-3 ZONING.PDF](#)

5. Departmental Monthly Reports - October

Documents:

6. General Activity Report And/Or Project Update

Documents:

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

VIII. CONSENT AGENDA

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

- 1. CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE ON MAIN STREET FROM LEXINGTON ROAD TO BRENHAM STREET; AND ON 2ND STREET, FIRST STREET, DEPOT STREET, CENTRAL AVENUE, AUSTIN STREET, BRENHAM STREET FROM MAIN STREET TO AVENUE C; AND ON AVENUE C FROM BRENHAM STREET TO 2ND STREET ON 2ND THURSDAYS JANUARY 9, FEBRUARY 13, MARCH 12, APRIL 9, MAY14, JUNE 11, JULY 9, AUGUST 13, SEPTEMBER 10, OCTOBER 8, NOVEMBER 12, DECEMBER 10 FROM 5PM TO 8PM FOR SIP SHOP AND STROLL.**

Documents:

[EXECUTIVE SUMMARY OPEN CONTAINER WAIVER REQUEST FOR SIP SHOP AND STROLL.PDF](#)
[SIPSHOPSTROLL11142019.PDF](#)

- 2. City Council Meeting Minutes - November 5, 2019 And November 19, 2019.**

Documents:

[EXSUMMARY SHEET MINUTES.PDF](#)
[CITY COUNCIL MINUTES 11-5-19.PDF](#)
[CITY COUNCIL MINUTES 11-19-19.PDF](#)

IX. NEW BUSINESS

- 1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR RELATED MATTERS**

Documents:

[EX SUMMARY - CHAMBER FUNDING AGREEMENT.PDF](#)
[RESOCHAMBER HOT FUNDING1219.PDF](#)
[CHAMBER FUNDING AGREEMENT 1119.PDF](#)

- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A BUILDING LEASE AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE; AND PROVIDING FOR RELATED MATTERS**

Documents:

[EX SUMMARY - CHAMBER BUILDING LEASE.PDF](#)
[RESOCHAMBER LEASE1219.PDF](#)
[CHAMBER LEASE AGREEMENT1119.PDF](#)

- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

Documents:

[EXSUMMARY - BCAD BOARD.PDF](#)
[RESBCADBOARD1119.PDF](#)

- 4. MODIFICATION TO AN APPROVED ANNEXATION DEVELOPMENT AGREEMENT THROUGH RESOLUTION 2015-08-04-09 OF THE CITY COUNCIL OF CITY OF ELGIN, TEXAS**

Documents:

[COUNCIL COVERSHEET.PDF](#)
[RESOLUTION.PDF](#)

- 5. AN ORDINANCE AMENDING CHAPTER 46 SUBDIVISIONS, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY AMENDING SECTION 36.1 THROUGH SECTION 36.5, SECTION 36.29 THROUGH SECTION 36.31, SECTION 36.51, SECTION 36.52, SECTION 36.78 THROUGH 36.83, SECTION 36.110 THROUGH SECTION 36.112, SECTION 36.138, SECTION 36.140 THROUGH 36.143, SECTION 36.172 THROUGH 36.174, SECTION 36.202, SECTION 36.258, SECTION 36.281, SECTION 36.282, SECTION 36.284, SECTION 36.285, SECTION 36.288 THROUGH SECTION 36.310, SECTION 36.312, SECTION 36.313, SECTION 36.315, SECTION 36-338, SECTION 36.365 THROUGH 36.370, SECTION 36.399 THROUGH SECTION 36.401, SECTION 36.433, SECTION 36.513 THROUGH SECTION 36.515; DELETING IN THEIR ENTIRETY SECTION 36.482, SECTION 36.483, SECTION 36.485, SECTION 36.486; ADDING SECTION 36.5 THROUGH**

Documents:

[COUNCIL COVERSHEET.PDF](#)
[SUBDIVISION ORDINANCE.PDF](#)
[PROPOSED CODE CHANGES.PDF](#)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH APEX CONTRACTORS TO MAKE NEEDED REPAIRS TO THE ROOF OF THE HISTORIC ELGIN DEPOT MUSEUM; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND MAKE CERTAIN FINDINGS RELATED THERETO.

Documents:

[EXSUM AUTHORIZING EXECUTION OF AGREE WITH APEX.PDF](#)
[RESO DEPOT ROOF BIDS.PDF](#)
[ROOF REPLACEMENT PROPOSAL - CITY OF ELGIN 14 DEPOT STREET ELGIN TX 78621.PDF](#)

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE AN AGREEMENT WITH CONTROL PANELS USA INC. TO REPLACE THE CURRENT SCADA AND TELEMETRY SYSTEMS AND SERVICES FOR THE CITY OF ELGIN WATER SUPPLY SYSTEM; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND MAKE CERTAIN FINDINGS RELATED THERETO.

Documents:

[EXSUM AUTHORIZING EXECUTION OF AGREE WITH CPUSA.PDF](#)
[RES APPROVING SCADA AGREEMENT WITH ATTACHMENT.PDF](#)
[BID SUMMARY - SCADA REPLACEMENT PROPOSALS.PDF](#)

X. EXECUTIVE SESSION

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

1. Adjourn Into Executive Session Pursuant To Section §551.087 Deliberation Regarding Economic Development Negotiations And Pursuant To Section §551.072 Deliberations About Real Property: A Real Estate Contract Between The City Of Elgin Economic Development Corporation And Elgin Endeavors NH, LLC

Documents:

[EXSUMMARY - EXECUTIVE SESSION6.PDF](#)

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURMENT

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3222. Please provide forty-eight hours notice when feasible.

I, Amelia Sanchez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Wednesday November 27, 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 an Ordinance amending Chapter 46 Subdivisions, Revised Code of Ordinances, City of Elgin, Texas, by amending Section 36.1 through 36.5, Section 36.29 through 36.31, Section 36.51, Section 36.52, Section 36.78 through 36.83, Section 36.110 through Section 36.112, Section 36.138, Section 36.140 through 36.143, 36.172 through 36.174, Section 36.202, Section 36.258, Section 36.281, Section 36.282, Section 36.284, Section 36.285, Section 36.288 through Section 36.310, Section 36.312, Section 36.313, Section 36.315, Section 36-338, Section 36.365 through 36.370, Section 36.399 through Section 36.401, Section 36.433, Section 36.513 through Section 36.515; deleting in their entirety Section 36.482, Section 36.483, Section 36.485, Section 36.486; adding Section 36.5 through Section 36.12, Section 36.25 through Section 36.28, Section 36.32 through 36.39, Section 36.53 through 36.59, Section 36.77, Section 36.113, Section 36.175 through Section 36.177; repealing all other ordinances and parts of ordinances in conflict therewith; and providing for a savings clause.

DEPARTMENT: Planning and Community Development

PROPOSED ACTION:

No Council action proposed or requested at this time; this item is to allow for public comments on the requested Ordinance amending Chapter 46 Subdivisions, Revised Code of Ordinances, City of Elgin, Texas, by amending Section 36.1 through 36.5, Section 36.29 through 36.31, Section 36.51, Section 36.52, Section 36.78 through 36.83, Section 36.110 through Section 36.112, Section 36.138, Section 36.140 through 36.143, 36.172 through 36.174, Section 36.202, Section 36.258, Section 36.281, Section 36.282, Section 36.284, Section 36.285, Section 36.288 through Section 36.310, Section 36.312, Section 36.313, Section 36.315, Section 36-338, Section 36.365 through 36.370, Section 36.399 through Section 36.401, Section 36.433, Section 36.513 through Section 36.515; deleting in their entirety Section 36.482, Section 36.483, Section 36.485, Section 36.486; adding Section 36.5 through Section 36.12, Section 36.25 through Section 36.28, Section 36.32 through 36.39, Section 36.53 through 36.59, Section 36.77, Section 36.113, Section 36.175 through Section 36.177; repealing all other ordinances and parts of ordinances in conflict therewith; and providing for a savings clause.

BACKGROUND:

The Planning & Zoning Commission held a public hearing on the requested ordinance changes on October 28, 2019.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive public comments regarding this issue.

ATTACHMENTS:

None

- { } 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: Presentation and discussion of the new City of Elgin Personnel Policy

DEPARTMENT: Human Resources

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for presentation of the new City of Elgin Personnel Policy as proposed by the Human Resources Manager and administration.

BACKGROUND:

The development of a new City of Elgin Personnel Policy and associated Policy Manual has been a project that city staff has been working on for a number of years. The still-existing policy is outdated and, in many ways, inconsistent with standard practices. Unfortunately, various issues have delayed the completion of the Policy and Policy Manual in the past; including the fact that the City has employed 3 different Human Resources Managers over the last four years.

The new Policy is now complete and is ready for consideration by the City Council. Formal adoption of said Policy is now tentatively scheduled to occur in mid-January.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive and consider the proposed City of Elgin Personnel Policy; and review same for further, detailed discussion and formal adoption at a subsequent Council Meeting.

ATTACHMENTS:

None (*Copies of the new City of Elgin Personnel Policy will be presented at the meeting*).

{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.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and possible direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2019-20 Annual Operating Budget

DEPARTMENT: City Manager/Finance

PROPOSED ACTION:

This item has been placed on the agenda for general discussion and possible action relating to pending requests for funding and/or donations from various community non-profit groups and/or organizations.

BACKGROUND:

Discussed at previous meetings; The City has annually considered requests and provide funding to various on-profit groups and organizations serving the Elgin Community. Comparable to prior years, the City Council approved overall funding of **\$29,300** for this purpose. However, the City has received requests from such organizations that totals more than double that amount - **\$61,350**.

Since the discussion at our last meeting, the staff has located a previously utilized scoring sheet for awarding of such funds, in addition to other information.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2019-20 Annual Operating Budget.

ATTACHMENTS:

Scoring sheet previously utilized by the City to process requests for Community Non-Profit Support funding.

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

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

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

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

City of Elgin Community Non-Profit Support Scoring	
Reviewer 1	****
	Score
Community need for human/social services is clear.	
Objectives are specifically stated and measurable.	
Impacts the quality of life of a significant number of people in the Elgin community.	
Evaluation strategy and performance measures are clearly stated and relevant to the objectives and activities to address community needs.	
Project includes participation, collaboration, and support of residents, community and/or business partners.	
Addresses issues or problems that the City of Elgin as a government agency does not currently address.	
Potential to have a major impact on Elgin and provides for a public purpose.	
Projects/programs are sustainable over time.	
Budget is complete, realistic, accurate and appropriate.	
Total Score	
Rank	
Amount Requested	
Requested Amount as a % of Total Revenue	
Recommended Amount for Award	

RECOMMENDATION CATAGORIES

1. '100% of Requested amount	
2. Partial Funding at X %.	
3. No Funding	

CITY OF ELGIN

COMMUNITY NON-PROFIT SUPPORT

FY2019-20 FUNDING REQUESTS

Name of Organization	Program Title	Amount of Funds Requested
Advocacy Outreach	Anti-Poverty Program	\$5,000
Bastrop County Women's Shelter, dba Family Crisis Center	Victim Services Program	\$3,000
CASA of Bastrop, Fayette & Lee Counties	Child Advocacy for Abused & Neglected Children	\$3,500
Children's Advocacy Center, serving Bastrop, Lee & Fayette Counties	Child Advocacy Center for Abused	\$3,500
Drive a Senior	Mobility Management for Senior Adults	\$6,000
Elgin Arts Association	Cultural Art Activities for Area Residents	\$3,000
Elgin Community Cupboard	Food Pantry	\$3,000
Elgin Historical Association	Depot Museum	\$20,150
Elgin Youth Soccer Association	Elgin Youth Soccer Association	\$1,000
Senior Citizens Aid, Inc.	Sliding Door Replacement Project	\$13,200

City of Elgin
Community Non-Profit Funding Support
2016-2019

	Actual	Actual	Actual	Actual
	FY2015/2016	FY2016/2017	FY2017/2018	FY2018/2019
Carts	\$ 3,000	\$ 3,000	\$ 2,700	\$ 3,000
Drive A Senior	\$ 5,000	\$ 5,000	\$ 4,500	\$ 5,000
CASA	\$ 3,000	\$ 3,000	\$ 2,700	\$ 3,000
Children's Advocacy	\$ 3,500	\$ 3,500	\$ 3,150	\$ 3,500
Family Crisis Center	\$ 2,800	\$ 2,800	\$ 2,520	\$ 2,800
Combined Community Action	\$ 4,000	\$ 4,000	\$ 3,600	\$ 4,000
Elgin Community Cupboard	\$ 3,000	\$ 3,000	\$ 2,700	\$ 3,000
Advocacy Outreach	\$ 5,000	\$ 5,000	\$ 4,500	\$ 5,000
Elgin Arts Association	\$ 1,500	\$ 1,500	\$ 1,350	\$ 1,500

Total Contributions	\$ 30,800	\$ 30,800	\$ 27,720	\$ 30,800
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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: *(Discussion only)* Appointment/re-appointment of members to Committees/Commissions with expiring terms.

DEPARTMENT: Administration

PROPOSED ACTION: No action recommended or contemplated; Discussion only of possible appointments or re-appointments to the Board of Adjustments, Building Standards Commission, Economic Development Corporation, Historic Review Board, Library Advisory Board, Main Street Board, Planning & Zoning Commission, and the Parks and Recreation Advisory Board as applicable.

BACKGROUND:

As per Ordinance 2017-10-10-19 establishing new policies and procedures regarding appointments and appointees to the various City commissions, boards, and committees, the City Secretary has prepared a memorandum/report to Council with a list of all upcoming vacancies/appointments to such commissions, boards and committees (30) days prior to the January Regular Meeting.

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Discussion of possible appointments and/or re-appointments at the January 7 Regular Council Meeting to the Board of Adjustments, Building Standards Commission, Economic Development Corporation, Historic Review Board, Library Advisory Board, Main Street Board, Planning & Zoning Commission, Parks and Rec Advisory Board and the Public Safety Advisory Committee; and direction to staff as may be deemed appropriate.

ATTACHMENTS:

City Secretary Memorandum
Applications

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

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

ORDINANCE NO. 2017-10-10-19

AN ORDINANCE ESTABLISHING GENERAL RULES AND PROCEDURES, INCLUDING APPOINTMENTS, TERM LIMITS, AND RELATED MATTERS FOR ALL BOARDS AND COMMISSIONS OF THE CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

WHEREAS, Article XI of the Home Rule Charter of the City of Elgin provide the City Council with exclusive authority to establish “boards and commissions as it may deem necessary conduct of city business and management of municipal affairs”; and,

WHEREAS, Article XI of the Home Rule Charter of the City of Elgin further provides the City Council with authority to establish “authority, functions, and responsibilities of such boards and commissions”; and,

WHEREAS, the City Council is now desirous of establishing, among other items, procedural consistency regarding the appointment schedules for all such boards and commissions as well as term limits regarding same.

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

I.

Sec. 1 - Purpose.

The purpose of this Ordinance is to establish clarity as to general rules and procedures for all City of Elgin Boards and Commissions.

Sec. 2 – City Charter Authority

Article XI of the Home Rule Charter of the City of Elgin, states “The city council shall have the authority to establish by ordinance for the such boards and commissions as it may deem necessary conduct of city business and management of municipal affairs. The authority, functions, and responsibilities of such boards and commissions shall be such as is spelled out in the ordinance establishing them. All existing boards and commissions

heretofore established shall be continued in accordance with the ordinance or other acts under which they have been created, or until the city council shall by ordinance abolish, modify, or alter the ordinances or acts under which they exist. Notwithstanding, any other provision of this Charter the elected city council shall have paramount authority over all matters affecting the budgets, appropriation of funds expenditures, purchases, and sale of properties and procedures for accounting therefore consistent with the express provisions of this Charter and applicable provisions of the State Constitution and law of this State.”

Sec. 3 – Boards and Commissions

(1) As of the date of this Ordinance, the following Boards and/or Commissions have been authorized and or duly recognized by the City Council:

- Planning & Zoning Commission
- Board of Adjustment
- Library Advisory Board
- Parks & Recreation Advisory Board
- Economic Development Corporation Board of Directors
- Tax Increment Reinvestment Zone Board of Directors
- Public Safety Advisory Committee
- Historic Review Board
- Main Street Board of Directors
- Building Standards Commission

- (2) Ad hoc boards may be temporarily appointed and terminate upon completion of a specific task or special purpose for which it was created, or when abolished by a majority vote of the City Council. No ad hoc board shall have powers other than advisory to the City Council.

Sec. 4 – Meeting Times and Agenda

Boards, commissions, and committees shall set their own meeting times. All boards, commissions, and committees shall be subject to these rules. Each board, commission, and committee shall set their own agenda, so long as it is in accordance with the Texas Open Meetings Act.

Sec. 5 – Regulatory Authority

The Board of Adjustments, Economic Development Corporation, and Planning and Zoning Commission, are the only boards and commissions that have regulatory authority.

Sec. 6 – Appointments

The City Council will review applications and may, at their discretion, interview eligible applicants for open positions on boards and commissions. Applications are accepted year-round and will be kept on file in the City Secretary's Office until the next appointment process.

Sec. 7 – Board and/or Commission Members

Members appointed to boards or commissions serve at the will of the Council and may be removed, replaced, or not reappointed at the discretion of the Council, by majority vote, with or without cause. When conducting the business of the City, appointed members of all boards or commissions shall follow the rules of procedure set forth by the City Council.

Sec. 8 – Qualifications of Board and/or Commission Appointees

- (1) Members appointed to boards and commissions, for at least twelve (12) months preceding their appointment, must be
 - a. registered voters of the city who have resided within the corporate limits of the City of Elgin, or within territory annexed prior to the appointment; or
 - b. an owner of real property within the corporate limits of the City; or,
 - c. an owner of a business located within the corporate limits of the City.
- (2) Members appointed to boards and commissions should not have any delinquent City taxes, City utilities, or other City assessments; and must not have any pending claim against the City.
- (3) Members appointed to boards and commissions serve without compensation and must not be employed by or hold any other position in city government.
- (4) No member of a board or commission may remain in his/her position after being elected or appointed to City Council.
- (5) In addition to any other requirements prescribed by the City Council, members must maintain the qualifications established while in office.

Sec. 9 – Uniform Appointment Schedule for Board and/or Commission Members

All board and/or commission appointments shall be made at the Regular Meeting of the City Council in January of each year. The City Secretary shall establish deadlines and procedures for providing all applications to the City Council relating to upcoming board and commission appointments at least thirty (30) days prior to the January Regular City Council Meeting each year.

Sec. 10 – Open Government Training

Upon initial appointment, within 90 days of taking the oath of office or assuming duties, all board, commission, and or committee members shall be required to watch the Texas Public Information Act and the Texas Open Meetings Act training videos as provided by the City Secretary.

Sec. 11 –Waiver of Qualifications Requirements

Solely at its discretion, the City Council may consider on a case-by-case basis the waiver of any and all such qualification requirements and/or rules for individual appointments to any board or commission as they may be deemed warranted in serving the best interest of the City.

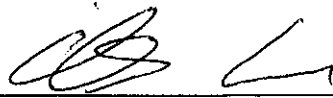
II.

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

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

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

READ, PASSED, and ADOPTED on first reading this 10th day of October 2017.



CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:



Amelia Sanchez, City Secretary



MEMORANDUM

Date: November 25, 2019

To: Mayor, Mayor Pro Tem and Council

From: Amelia Sanchez, City Secretary

Re: Appointments/Re-Appointments to Boards and Commissions

Pursuant to Ordinance No. 2017-10-10-19, Section 9, I have attached a list of Board and Commissions upcoming vacancies, expiration dates and applications received to date. Included are names of current members wishing to be re-appointed.

Terms expiring 12-31-19

Board of Adjustment:

Franklin Boettcher

Ruby Simms

Shifton McShan

All three would like to be re-appointed. There are no vacancies.
Application submitted: Joy Casnovsky 4th choice.

Building Standards Commission

W. Ben Scott

Mr. Scott would like to be re-appointed.

There are 2 vacancies.
No applications submitted.

Economic Development Board

Cody Mauck

S.H. McShan

Both would like to be re-appointed.
This is one vacancy.
Applications attached:

Vicki Dunbeck (Her only choice) and Patrick Gadiano (his 2nd choice).

Historic Review Board

Skie O'Mahoney

Would like to be re-appointed.

There are 2 vacancies. Applications attached:

Cynthia Burchfield

Jake Carter

(Mr. Carter called and asked that other than Main Street or Historic Board his other choices be taken off)

Library Advisory Board

Michelle Austino

Christy Taylor

They would both like to be re-appointed. There is one vacancy on the Library Board. Application attached - Denise Halter

Main Street Board

Ed Rivers

Katy Gassaway

Joe Mallon

All 3 would like to be re-appointed.

There are 2 vacancies.

Applications attached:

Marla Jensen

Jake Carter

(Mr. Carter called and asked that other than Main Street or Historic Board his other choices be taken off)

Parks and Rec Advisory Board

Debbie Gaston

Brad Kilgore

Both would like to be re-appointed.

There is one vacancy.

Applications attached: Joy Casnovsky 1st choice, Jack Reid 1st and only choice, and Tiffany Finley 1st and only choice.

Planning & Zoning Commission:

Antonio Prete

Dorothy McCarther

Jason Tatum

David Langford

All four members would like to be re-appointed.

There are no vacancies.

Application attached: Joy Casnovsky 3rd choice.

PSAC

Mike Waltersheidt

Barbara Tate

Byron Green

Tim Brooks

All four members would like to be re-appointed.

Applications attached.

Charles McInnis PSAC listed as only choice.

Patrick Gadiano – Listed PSAC as 4th choice.

There are no vacancies.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discussion of possible amendment to the City Zoning Code to eliminate Mobile Homes and/or Mobile Home Parks as a permitted use under R-3 Zoning

DEPARTMENT: Planning & Zoning

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for general discussion with Council regarding a possible amendment to city zoning rules that would eliminate Mobile Homes and/or Mobile Home Parks as a permitted use under the R-3 Zoning classification.

BACKGROUND:

Over the past few months, the staff has been working with the owners/developers of Stone Creek Ranch, a single-family residential development in the area of Elgin High School and County Line Road. The owners have requested annexation and R-3 Zoning to develop their project as planned.

In deliberations by the Planning Commission and Council, however, it was realized that R-3 Zoning technically allows for Mobile Home Parks. While not the current plan of the developer, this specific use is not supported by the City at that location and there is a reluctance to grant this zoning request. The action item was tabled at the last Council Meeting in hopes that a compromise could be achieved.

As part of the staff's review of this matter with the City Attorney, it was suggested that the inclusion of Mobile Homes and/or Mobile Home Parks as a permitted use within the under R-3 classification could have simply been a mistake that was overlooked in the original adoption of the Zoning Code. If that were the case, the simplest solution to this current matter would be to simply amend the Code to eliminate Mobile Homes and/or Mobile Home Parks as a permitted R-3 use.

Such an amendment will require an investment of time by the staff and the delay to the developer; so the purpose of this agenda item is to informally gauge Council's interest in supporting such an amendment before we "start down that path".

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive and discuss a possible scenario to amend the Zoning Code to eliminate Mobile Homes and/or Mobile Home Parks under R-3 Zoning and direction to staff regarding same as deemed appropriate.

ATTACHMENTS: None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Departmental Monthly Report – October 2019

DEPARTMENT: Administration

PROPOSED ACTION: No action required on this item.

BACKGROUND: Monthly Reports by Department

At last months meeting a newly formatted summary report of monthly operations was introduced to the Council for consideration as a regular feature of the first regularly scheduled Council meeting of each month. It was characterized as a work in progress and although the data is more complete this time compared to last month, it is still a work in progress. In some cases, for example, data is missing because a particular activity was not formally tracked in the previous year.

We are still assessing the proper mix of critical performance measures that provide a brief but thorough indication of the broad range of activities and responsibilities that the City is tasked with accomplishing for its citizens.

In the meantime, we will continue to provide the detailed reports for each department that have been provided in the past.

BUDGET/FINANCIAL IMPACT:

Provisions for the increase in costs are to be provided in the proposed budget for FY 2019-20.

RECOMMENDATION: These reports are informational only and no action is required.

ATTACHMENTS: Summary Report of Operations – All Departments, Individual monthly reports from each department.

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

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

{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.



Monthly Report of Operations

As of October 31, 2019

Administration	Oct '18	Oct '19	%	YTD 10-31-18	YTD 10-31-19	%
Human Resources						
Total FTE - Filled Positions	N/A	106.5	➡ 0%			
Vacancies - all funds	N/A	8	➡ 0%			
New Hires	3	1	⬇ -67%	3	1	⬇ -67%
Separations	1	3	⬆ 200%	1	3	⬆ 200%
Municipal Court						
Total Active Cases Pending (beg. of Month)	15,582	16,205	⬆ 4%			
New Cases Filed (incl reactivation of inactive)	245	490	⬆ 100%	245	490	⬆ 100%
# of Magistrations	44	51	⬆ 16%	44	51	⬆ 16%
Total Cases Disposed of	148	368	⬆ 149%	148	368	⬆ 149%
Cases placed on Inactive Status	31	173	⬆ 458%	31	173	⬆ 458%
Total Active Cases Pending (end of Month)	15,630	16,244	⬆ 4%	15,630	16,244	⬆ 4%
Fines Collected	\$ 21,732	\$ 71,658	⬆ 230%	\$ 21,732	\$ 71,658	⬆ 230%
Retained by City	\$ 13,616	\$ 46,931	⬆ 245%	\$ 13,616	\$ 46,931	⬆ 245%
Community Development						
Construction Permits (all types)	36	57	⬆ 58%	36	57	⬆ 58%
Revenue from Bldg. Permits	\$ 4,295	\$ 11,096	⬆ 158%	\$ 4,295	\$ 11,096	⬆ 158%
Revenue from trade Permits	\$ -	\$ -	➡ 0%	\$ -	\$ -	➡ 0%
Inspections (all types)	203	263	⬆ 30%	203	263	⬆ 30%
Revenue from Inspections	\$ 2,690	\$ 13,410	⬆ 398%	\$ 2,690	\$ 13,410	⬆ 398%
Housing Plats approved (number of lots)	-	-	➡ 0%	-	-	➡ 0%
Community Services						
Library-						
Materials circulated	7,872	7,324	⬇ -7%	7,872	7,324	⬇ -7%
# Visitors (incl. Progs)	4053	3912	⬇ -3%	4053	3912	⬇ -3%
Public Computer Use hrs.	393	430	⬆ 9%	393	430	⬆ 9%
Public Computer Use Persons	583	669	⬆ 15%	583	669	⬆ 15%
Civic Center - Rentals (all)	31	36	⬆ 16%	31	36	⬆ 16%
Recreation Program -						
Annual Memberships	9	15	⬆ 67%	9	15	⬆ 67%
Monthly Rec Memberships	112	149	⬆ 33%	112	149	⬆ 33%
Facility Rental Fleming/Rec Center	-	193	➡ 0%	-	193	➡ 0%
Sports Field Rentals	-	93	➡ 0%	-	93	➡ 0%
Revenue Memberships	\$ 3,190	\$ 6,007	⬆ 88%	\$ 3,190	\$ 6,007	⬆ 88%
Public Works						
Street:						
Lane miles Inventoried	56.90	57.83	⬆ 2%	56.90	57.83	⬆ 2%
Pot holes patched - Square Yards	-	50.51	➡ 0%	-	50.51	➡ 0%
Wide Area patching/renovation - SY	-	5.33	➡ 0%	-	53.33	➡ 0%
Lane Miles Overlayed'	-	-	➡ 0%	-	-	➡ 0%
Drainage:						
Linear feet of drains cleaned	840	2,438	⬆ 190%	840	2,438	⬆ 190%
# Culverts Cleared	4	-	⬇ -100%	4	-	⬇ -100%
Parks:						
Acres Mowed/maintained	N/A	208	➡ 0%	N/A	208	➡ 0%
Reserved Park Facilities	N/A	44	➡ 0%	N/A	44	➡ 0%
# Organized Sports Events	N/A	93	➡ 0%	N/A	93	➡ 0%



Monthly Report of Operations

As of October 31, 2019

Utilities	Oct '18	Oct '19	%	YTD 10-31-18	YTD 10-31-19	%
Water System:						
# Customers	3,360	3,363	↑ 0%	3,360	3,363	↑ 0%
Amount Billed	\$ 229,878	\$ 269,623	↑ 17%	\$ 229,878	\$ 269,623	↑ 17%
Meters Replaced	16	77	↑ 381%	16	77	↑ 381%
# Leaks Repaired	8	16	↑ 100%	8	16	↑ 100%
Vol. water produced (x1,000 gallons)	-	36,031	→ 0%	-	36,031	→ 0%
Main Line Breaks	-	2	→ 0%	-	2	→ 0%
Service Line Breaks	-	5	→ 0%	-	5	→ 0%
Wastewater System:						
# Customers	3,038	3,058	↑ 1%	3,038	3,058	↑ 1%
Amount Billed	\$ 161,376	\$ 161,109	↓ 0%	\$ 161,376	\$ 161,109	↓ 0%
Main Lines repaired	-	-	→ 0%	-	-	→ 0%
Lines replaced (Linear Feet.)	-	-	→ 0%	-	-	→ 0%
Manholes Cleaned	-	-	→ 0%	-	-	→ 0%
Average Daily Flow (MGD)	-	0.5478	→ 0%	-	0.5478	→ 0%
Total Monthly Flow (MGD)	-	16.9800	→ 0%	-	16.9800	→ 0%
Trash Collection:						
# Customers	3,095	3,161	↑ 2%	3,095	3,161	↑ 2%
Amount Billed	\$ 92,150	\$ 101,567	↑ 10%	\$ 92,150	\$ 101,567	↑ 10%
Police Department	Oct '18	Oct '19	%	YTD 10-31-18	YTD 10-31-19	%
Part I Index Offenses						
Murder (# Victims)	-	-	→ 0%	-	-	→ 0%
Rape(# Victims)	-	-	→ 0%	-	-	→ 0%
Robbery (# Victims)	1	-	↓ -100%	1	-	↓ -100%
Aggravated Assault (# Victims)	-	1	→ 0%	-	1	→ 0%
Total Violent Index Crimes*	1	1	→ 0%	1	1	→ 0%
Burglary (# premises entered)	-	2	→ 0%	-	2	→ 0%
Theft (# offenses)	13	13	→ 0%	13	13	→ 0%
Auto Theft (#vehicles)	1	1	→ 0%	1	1	→ 0%
Arson (# premises)	-	-	→ 0%	-	-	→ 0%
Total Property Index Crimes*	14	16	↑ 14%	14	16	↑ 14%
Total Part I Index Crimes*	15	17	↑ 13%	15	17	↑ 13%
Part II Index Offenses						
Other Assaults	10	6	↓ -40%	10	6	↓ -40%
Weapons	-	-	→ 0%	-	-	→ 0%
Narcotics	5	4	↓ -20%	5	4	↓ -20%
DUI	3	6	↑ 100%	3	6	↑ 100%
All Other Part II Offenses	50	44	↓ -12%	50	44	↓ -12%
Total Part II Index Crimes*	68	60	↓ -12%	68	60	↓ -12%
Total All Index Crimes*	83	77	↓ -7%	83	77	↓ -7%



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE ON MAIN STREET FROM LEXINGTON ROAD TO BRENHAM STREET; AND ON 2ND STREET, FIRST STREET, DEPOT STREET, CENTRAL AVENUE, AUSTIN STREET, BRENHAM STREET FROM MAIN STREET TO AVENUE C; AND ON AVENUE C FROM BRENHAM STREET TO 2ND STREET ON 2ND THURSDAYS JANUARY 9, FEBRUARY 13, MARCH 12, APRIL 9, MAY14, JUNE 11, JULY 9, AUGUST 13, SEPTEMBER 10, OCTOBER 8, NOVEMBER 12, DECEMBER 10 FROM 5PM TO 8PM FOR SIP SHOP AND STROLL.

DEPARTMENT: Community Services

PROPOSED ACTION: Consider request to waive the Open Container ordinance for specific dates and times for the Sip Shop and Stroll event.

BACKGROUND:

Sip Shop and Stroll is a promotional event organized by the Main Street Board and the Chamber of Commerce to encourage local shopping and dining through the Shop Elgin First and Dine Elgin First campaigns. Businesses are open for extended hours on 2nd Thursdays of each month and offer promotions such as in-store specials, live music, wine and beer tastings, prize drawings and refreshments. The Main Street Board and Chamber coordinate the event and marketing. This is the sixth year to hold Sip Shop and Stroll and it drives traffic to the community for shopping and dining.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Take action on request to waive the Open Container ordinance on Main Street from Lexington Road to Brenham Street; and on 2nd Street, First Street, Depot Street, Central Avenue, Austin Street, Brenham Street from Main Street To Avenue C; and on Avenue C from Brenham Street to 2nd Street on 2nd Thursdays January 9, February 13, March 12, April 9, May14, June 11, July 9, August 13, September 10, October 8, November 12, December 10 From 5pm to 8pm for Sip Shop And Stroll

ATTACHMENTS:

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

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

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

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

■ LIONS CLUB THRIFT STORE

106 N. Main Street - Refreshments and in-store discounts.

■ THE OWL WINE BAR & HOME GOODS

108 N. Main Street - Live music, wine and beer tastings.

■ CANNON INSURANCE

104 N. Main Street - Battle of Main Street BLUE SANTA - ELGIN VOLUNTEER FIRE DEPT.

■ COLOR WORKS SALON

102 N. Main Street - Refreshments, BOGO 50% off Beauty Products of equal or lesser value.

■ THE HEALTHY SPOT

103 West 1st Street - Tea Samples, Raffle giveaway.

■ THE CLEVER TIGER

32 N. Main Street - Sip N Sketch event! Sketching supplies will be available to all along with libations, and live music.

■ DOUBLE R HATHOUSE

30 N. Main Street - Refreshments.

■ BODY & SHINE

28 N. Main Street - S'mores, spend \$25, get \$5 for Shop Small Saturday, a raffle, and we'll be collecting gift donations for the seniors at Elgin Nursing and Rehabilitation Center.

■ A FLOWER CONNECTION

24 N. Main Street - Refreshments.

■ G&M DRY GOODS

20 N. Main Street - Wine, beer and delicious food samples!

■ REMEMBER ME TATTOOS

14 N. Main Street - "\$30 Thursdays" where tattoos and piercings start at \$30 instead of our normal shop minimum which is \$60.

■ STATE FARM

14 N. Main Street - Laura's Handmade Soaps.

■ DOROTHY'S FINE JEWELRY

104 Depot Street - Hogeys 2019 T-shirts for sale and refreshments.

SECOND WIND - A CURIOSITY SHOP

108 Depot Street - Refreshments.

■ LUCY'S KITCHEN

110 Depot Street - Home-cooked cafe-style dining.

■ VETERANS' PARK - S'MORES IN THE PARK

109 Depot Street - All supplies provided, lawn games, too - enjoy from 6-8 p.m. Provided by the Elgin Parks & Recreation Program.



November 14, 2019, 5-8 p.m.

RIBBON CUTTING

Remember Me Tattoos - Join us at 7 p.m. for a Ribbon Cutting at Remember Me Tattoos as they open their new location at 14 N. Main Street.

■ FIRE WILD CATERING

201 N. Main Street

Mulled wine and holiday bites.

■ ATX JERKY

107 N. Main Street

Samples of a variety of market products.

■ ELGIN COURIER

105 N. Main Street - Karaoke & refreshments.

■ RAINEY REAL ESTATE

101 N. Main Street - Battle of Main Street BLUE SANTA - ELGIN POLICE DEPT.

■ LUIGI'S

103 N. Main Street - Live Guitar music, dinner specials and free wine samples.

■ STERLING & ASSOCIATES REAL ESTATE

116 E. First Street Refreshments & Down Home Ranch Gift Shop.

■ PROSPERITY BANK

31 N. Main Street - Elgin Family Pet Center and Elgin Regency Nursing Home & Rehabilitation Center

■ R.W. BYRAM & COMPANY

25 N. Main Street - Paparazzi Jewelry

FARMERS INSURANCE

15 N. Main Street - Refreshments.

■ ETX TRAVEL

11 N. Main Street

Refreshments

■ DEPOT MUSEUM

14 Depot Square

Open during Sip, Shop & Stroll.

■ ELGIN FARMERS MARKET

Depot Museum at 14 Depot Square

■ TATTERED SHUTTER

116 N. Main Street - Wine samples.

■ CHEMN CAFE

114 N. Main Street - Stop in this coffee shop on Main. Have a cup of coffee, latte, espresso, cappuccino, french press, or cold brew. You'll be glad you did!

■ MARTHA'S MARKET

112 N. Main Street - Refreshments and wine samples, also featuring Blue Bell Ice Cream!



@VISITELGINTX
@ELGINTXCHAMBER



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes –November 5, 2019 and November 19, 2019.

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the November 5, 2019 and November 19, 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 November 5, 2019 and November 19, 2019 Meeting Minutes.

ATTACHMENTS: November 5, 2019 and November 19, 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, NOVEMBER 5, 2019**

CALL TO ORDER

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

ROLL CALL

Present: Mayor Chris Cannon

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

Mayor Cannon certified there was a quorum.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Patrick South, Police Chief
Amy Miller, Community Development Director
Michael Gonzalez, Parks Director
Sandy Ott, Library Director
David Harrell, Planning Director
Beau Perry, City Engineer

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 7:02 and opened Public Hearing.

PUBLIC HEARING

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

1. Public Hearing - A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A STRATEGIC PARTNERSHIP AGREEMENT WITH THE BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

There were no speakers on this item.

2. Public Hearing - An Ordinance Annexing Adjacent and Contiguous Territory to the City of Elgin, Texas, To Wit: 68.992 Acres of Land, lying in and being situated out of the Henry Martin Survey, Abstract 518 in Travis County, Texas and being fully described in Exhibit “A”, Attached Hereto; Providing a Savings Clause and Repealing Conflicting Ordinances and Resolutions.

Randy Krapf spoke and stated this was the first time he heard about this but with the higher density request he hoped the city would require them to take adequate storm water retention measures. He stated that as we get more developed, storm water is an issue that we are not effectively handling as a city now, and with a zoning change to R-3 if it did not go as planned it could become a mobile home park.

There were no other speakers on this item.

3. Public Hearing - An Ordinance Amending the Official Zoning Map of the City of Elgin, Texas Adopted in Chapter 46, Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013 and making this Amendment a Part of said Official Zoning Map, To Wit: To Rezone as R-3 Single Family, Two Family, and Industrialized Housing District, the Property Being Approximately 68.992 Acres of Land and being described in Exhibit “A”, attached hereto and Providing a Savings Clause and Repealing Conflicting Ordinances and Resolutions.

With no one else wishing to speak, Mayor Cannon closed the Public Hearing at 7:19 pm.

Mayor Cannon opened the regular meeting at 7:19 pm.

PUBLIC COMMENT

Mayor Cannon opened Public Comment.

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

PRESENTATION

1. Employee of the Fourth Quarter 2019.

Sandy Ott announced that Rodney Jarmon had been chosen as the Employee of the Fourth Quarter and presented him with a certificate.

CITY MANAGER’S REPORT

1. Discussion and Possible Direction to Staff Regarding the Highway Marker Currently Located within the Texas Department of Transportation (TxDOT) Right-Of-Way at the Intersection of Main Street and Taylor Road.

City Manager Thomas Mattis stated that he had no new information and all the comments and information sent to him were included in the meeting packet except for a letter he received today and left a copy at the place on the dais. He stated there was another packet left at their places that he believed was a mix of information that had already been provided and some that may be new.

Randy Krapf spoke and stated he would like to provide further context and insight into the false narratives, the white supremacy that the UDC spreads throughout the south with its influence on school curriculum, endorsement and praise of the KKK, and the erection of markers and monuments honoring the dishonorable. He referenced a book titled *Ku Klux Klan the Invisible Empire* written by a UDC author and unanimously endorsed by the United Daughters of the Confederacy at the 1913 National Convention. He stated the book offers nothing but praise, admiration, justification and respect for the KKK. Mr. Krapf stated if there was doubt that this level of white supremacy was present in Elgin, he referenced a 1921 Elgin Courier article glorifying the KKK parade through Elgin. He stated that we can do better and it was time to move the marker honoring this confederate president.

Martha Hartzog spoke and stated she was representing the Texas Division of the United Daughters of the Confederacy. She stated that the Jefferson Davis marker is not on city property, does not belong to the city, nor to the Texas Highway Department, and belongs to the Texas Division, UDC. She stated in the 1900’s it was recognized that a national highway system was needed, and in response, the US Congress asked national organizations to mark highways in their states. She stated Jefferson Davis was chosen not only because of his service to the Confederacy, but also to honor him as a US Congressman, a commander in the war with Mexico and as Secretary of the War Department for the United States. Ms. Hartzog asked that the original statement by President Norred be placed in the record which states “this marker is the property of the Texas Division UDC which received permission from the Texas Department of Transportation to place it in 1937 and the Texas Department of Transportation has no objection to the marker remaining on TXDOT land and the marker has been in this location for the past 82 years.” She stated that should the City Council consider attempting to remove it, the UDC requests that it be consulted prior to any action.

CITY COUNCIL REGULAR MEETING

November 5, 2019 – Page 4

City Annex Council Chambers

Barbara King spoke and stated she had been a resident of Elgin since 1970 and believed the monument should be removed. She stated it represented a history of hate, division, white supremacy, and sets a bad example for the children and young adults. Ms. King stated an example of this was Charleston Church massacre in 2015, and stated she referenced Wikipedia, where nine African Americans were killed during Bible study by a 21-year-old male white supremacist. She stated that he had espoused racial hatred in both a manifesto before the shooting and a journal after the shooting from jail and posted photos with emblems associated with white supremacy and the Confederate flag. She stated that following the murders, the South Carolina General Assembly voted to remove the flag from the State Capital. She stated that she hoped the City Council would vote to remove this symbol of hate and she knew removing this monument would not change the hate in people's heart, that only God could do that; by removing this symbol it will make a bold statement of the City of Elgin as part of the United States of America and a replica for which we stand one nation under God, indivisible, with liberty and justice for all.

Don Cyphers, Pastor of the Strait Gate Fellowship Church, spoke and stated he had been a resident for the past 30 years. He stated that in 1990 he was a student at St. Edwards University and when he was called to the Church here in Elgin, one of his Professors did some research on the history of Elgin. He stated that he was asked if he was sure he wanted to come to Elgin as it was once a slave quarters of this area along with Taylor and Georgetown, and the stigma of that is still lingering here. He stated the word stigma was still alive today and one meaning of the word was to get rid of. He stated he loved history and did not want to see it torn down; and history was a part of our culture and lives in the past, but by being a new day and growing community stigmas needed to be removed.

Cristin Embree spoke and stated that she had spoken before, she worked with the Department of Interior as an archeologist and her job is to go out and assess historic properties under laws that protect historic resources on federal properties. She stated her job is to look at things 50 years or older and make a judgement on if something is worthy of preservation, or something federal agencies can take action, then figure out if it is eligible for the National Register. She stated she understood the marker was not on City of Elgin property, but TXDOT has given Elgin the ability to move or not move it. She stated it was listed on the agenda, not as the Jefferson Davis Memorial Marker but as a TXDOT marker, and if people did not know the context of what had been going on, they would not know to come and speak. She stated she went to the Courier and dug up the 1937 article on this marker and in the two page spread there is nothing about honoring fallen veterans or fallen veterans of the confederacy and everything to do with quote 'honoring a beloved leader and perpetuating his memory, Jefferson Davis, honoring a hero soldier, scholar and statesman, a great chieftain.' She recommended everyone read the article; there was a lot of erroneous information in there, with the main focus being a memorial to Jefferson Davis, someone very racist and spoke openly about it.

CITY COUNCIL REGULAR MEETING

November 5, 2019 – Page 5

City Annex Council Chambers

Adam King was up next to speak but stated he would yield his time to Cristin Embree.

William Russell spoke and stated our little town was too small to be racist, we could all come together and change our ways in Elgin. He stated the marker needs to go; when you speak about racists check out Bastrop and what is happening in 10 or 15 days, fixing to kill a boy there and we do not know if he killed the white lady or not. He stated the young fellow was slow, had known him all his life and he needed help. He stated there was much in Elgin and Bastrop County that needed to be changed and we could do it together. He stated he would like to see it moved.

Mayor Cannon stated he had an email from Ms. Johnson with the NAACP but was unable to locate it and asked Ms. Johnson if she would like to speak.

Ms. Johnson, President of NAACP Elgin branch 6174, spoke and stated that the monument of confederate symbols are reminders of our nation's history representing a time of horror and white problems with African American citizens. She stated these symbols today serve as inspiration and a rally to hate groups. The NAACP is asking the City of Elgin to rid and divorce itself from this racist past, remove symbols of terrorizing African Americans and people of color, and the marker should be removed.

Council Member Dennis stated he sent an email over the weekend reiterating that they had heard arguments on both sides of this issue and thought there was merits to both sides; their purpose here is to uphold the law where we have jurisdiction and thought that in this case they don't. He stated he lived on Main Street and the highway goes in front of his house; the gutter in his front yard is part of the right of way and it had taken him years to get that cleared out because the city could not do anything because it was in the state right of way. He stated the state is always hard and fast on everything except this because it is a controversial issue, they have said they are letting the city handle this. He stated he did not see the city as being the next in line to make the decision; first it was the states responsibility, second the Daughters of the Confederacy as they have claimed ownership of the marker, and the city at best was third.

Council Member Brashar stated that in her Ward it was a 50-50 toss up with people on both sides. She agreed with Council Member Dennis that this is a state thing and she could not help people like Ms. Simms on Second Street because it is a stated road and she would have to go to TXDOT and they do not do anything about it. She stated she was proud of being in a stage of inclusivity and in Elgin, Texas, there are a few, but there are a lot of us that love everybody. She stated that she sees that stone as a highway marker as TXDOT verified it was a highway marker, she did not associate it with veterans or anything other than that. She stated that what happened in 1913, or whenever anything was read, she could not control; she did not think that way, but they needed to see both sides because there are some people who have their ancestors who they are honoring. She stated that they all had been accused of being racist and wanted it on the record that they were not.

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Council Member Penson spoke and stated that she was born and raised in Elgin and all of her life when they came in from Taylor, that marker was covered with bushes, so she had never seen it. She stated that the bushes were so high they obstructed the view for traffic at the stop sign, since the sidewalk went in and all the bushes came down it is wide open to see. She stated that this marker, Jefferson Davis Highway Marker #20, never came into fruition, so it is not actually marking anything; it is there as a marker, but what is it representing. She stated it was not representing anyone's history, not representing anything but a time of the past where all of this hate and white supremacy was involved. She stated she had read a lot of material but you cannot make me feel and I cannot make you feel what I feel; it boils down to this Jefferson Davis Daughters of the Confederacy Highway Marker #20 is not marking a highway, so it should be removed.

Mayor Pro Tem Bega asked if ultimately the city has no jurisdiction, if it is decided to remove or keep it, were there any consequences or liability in having it removed that may come later.

City Manager Thomas Mattis stated that they do not know the answers to those questions, exactly how to pull it out of the ground, how to do traffic control or someone getting hurt in the process in doing something that is not on city property. He stated there is a provision in the law that cities are not able to use public resources to improve private property, so he would assume if the city is committed to doing this it could be figured out but has not discussed it that far. He stated if that was the direction, it would require another discussion on exactly how to remove it.

Council Member Lopez asked if TXDOT had shown any interest in working with the Daughters of the Confederacy or left it in the city's hands. He stated his concern was if they start getting in TXDOT right of way it will set a precedent for everybody, if the city gets involved in one right of way that would open up a door for the city to get involved in all of them. He stated that TXDOT does not want to make a decision and dropped it on the city, they could have solved this two months ago.

Mayor Cannon stated that TXDOT could stand up and come to the table but didn't think they would. He stated that one of the things he appreciated was the respectful approach and one compromise he was given was if there was funding interest from private entities locally to erect another monument next to it and preserve the history that is there, where it be Juneteenth or honoring Dr. King, or something to show the progression where we were and where we are now.

Council Member Penson moved to remove the Jefferson Davis marker. Council Member Gonzalez seconds the motion.

Council Member Dennis moved that considering the fact this is not on city property and the marker is not city property, the city doesn't have the reason to vote one way or the other to remove it and so no action should be taken.

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He stated that his motion was for the Council not to take action and to refer those back to the state to ask them through the proper channels to have that removed, in addition the city has options that the Mayor mentioned and he would like to follow up with those.

Mayor Cannon asked Council Member Dennis to restate the exact motion.

Council Member Dennis moved that the Council does not take action this evening and refer the interested parties back to the state for a definitive decision. Council Member Lopez seconds the motion.

Mayor Cannon stated that the first motion would be voted on and if passed it will be finalized, if it is not passed the second motion will be voted on as well.

Mayor Cannon asked if either motion would be withdrawn. No one withdrew their motion and Mayor stated they would vote on the first motion by Council Member Penson for removal and seconded by Council Member Gonzalez.

Council Member Penson, Bega, Arreaga, Gonzalez, and Mayor Cannon vote yes. Council Members Lopez, Jones, Dennis, and Brashar vote no. Motion carried 5-4.

Mayor Cannon stated staff would look into the removal and hear details at a future meeting, and the issue was closed.

2. Update on the City of Elgin Police Department/Code Enforcement Junk Vehicle Initiative.

City Manager Thomas Mattis stated that since this program started is has been very successful. He stated there were two points of confusion on being private property and someone that had a junk vehicle that they pulled it in their driveway made it private property; but as stated in the code if you can view a junk vehicle from the public right of way it is considered a public nuisance, and for that reason it falls under the code. Mr. Mattis provided a report from the Police Department that identified 200 vehicles or more under our code that were in violation, and that 192 vehicles had been brought into compliance voluntarily. He stated that only 28 vehicles had to be towed.

3. Quarterly Financial Report – Fourth Quarter 2018-19

Finance Director Charles Cunningham provided the Fourth Quarter Financial Report.

4. Departmental Monthly Reports – September.

Finance Director Charles Cunningham discussed some of the changes in the format he was proposing to the monthly reports. He stated there were at least 15 pages of reports and some of the information was repeated. He stated the format was designed to compare the month to month of the prior year to the current year and that would give them an idea of what is happening.

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He stated that if they were interested in pursuing this further, next month there would be complete information. He stated that for the next couple of months while the new format is being worked on, the monthly reports would be provided in the same way as before and asked for feedback.

5. Review and Discussion of City Council Meeting Schedule.

City Manager Thomas Mattis stated that usually there is no second Council meeting in December but that there would be a second meeting on November 19th, the next one on December 3rd and proposed cancelling the second meeting in December, with the next meeting being on January 7th.

Council Member Penson mentioned the Region 10 meeting on December 3rd in Bryan in case any Council Members wanted to go to that. Mayor asked how many planned to attend and no one did.

6. General Activity Report And/or Project Update.

City Manager Thomas Mattis stated that on the next agenda he would like to get the Community Support for the Non-Profit grants on the agenda to get direction from Council on how to distribute the funds.

He stated they continued to work on the de-annexation but are having some difficulty with the laws changing so much and because in his and the City Attorney's time in the business they had not done a de-annexation, but they are still working on it.

He stated Hogeye was a great success and mentioned the City Christmas party was on December 13th.

CONSENT AGENDA

1. Consideration of a Request by the Elgin Volunteer Fire Department for Street Closures in Support of the Annual Elgin Lighted Christmas Parade
2. Consideration of a Request by the Elgin Volunteer Fire Department to Waive Fees Associated with the Annual Elgin Lighted Christmas Parade
3. City Council Regular Meeting Minutes – October 15, 2019.

Council Member Dennis asked to pull item #3.

Council Member Brashar moved to approve items 1 and 2 on the Consent Agenda. Council Member Penson seconds the motion. Motion carried 9-0.

Council Member Dennis stated that on the roll call on the minutes there was a copy and paste issue and needed to replace Phillip Thomas with Brad Jones and Neil Beyer with Forest Dennis.

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Council Member Dennis moved to approve the minutes with corrections. Council Member Brashar seconds the motion. Motion carried 9-0.

NEW BUSINESS

1. An Ordinance Annexing Adjacent And Contiguous Territory To The City Of Elgin, Texas, To Wit: 68.992 Acres Of Land, Lying In And Being Situated Out Of The Henry Martin Survey, Abstract 518 In Travis County, Texas, And Being Fully Described In Exhibit “A”, Attached Hereto; Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

Council Member Brashar moved to table this item. Council Member Penson seconds the motion. Motion carried 9-0.

2. An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas, Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone As R-3 Single Family, Two Family, And Industrialized Housing District, The Property Being Approximately 68.992 Acres Of Land And Being Described In Exhibit “A”, Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

Council Member Penson moved to table this item. Council Member Dennis seconds the motion. Motion carried 9-0.

3. An Ordinance Assigning Newly Annexed Property to City Council Ward Area No. 3; Providing for a Severability Clause and Providing an Effective Date; Providing a Savings Clause and Repealing Conflicting Ordinances and Resolutions.

Council Member Penson moved to table this item. Council Member Lopez seconds the motion. Motion carried 9-0.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, PROVIDING SUPPORT AND COMMENTS FOR EXTENDING US HIGHWAY 290 EAST TOLLWAY – PHASE IV; AND RECOGNIZING THE RECENT POPULATION INCREASES IN THE AREA, THE NUMBER OF MOTORISTS NOW UTILIZING US HIGHWAY 290 EAST AND THE EFFECTS ON LOCAL TRAFFIC AND CITIZENS OF THE CITY; AND PROVIDING FOR RELATED MATTERS.

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

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5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING A STRATEGIC PARTNERSHIP AGREEMENT WITH THE 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.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES ENGINEERS TO UPDATE THE CITY'S GIS WEBMAP FOR THE PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT AND THE UTILITIES AND STREET DIVISIONS OF THE PUBLIC WORKS DEPARTMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

7. A RESOLUTION TO ADOPT A WRITTEN INVESTMENT POLICY AND INVESTMENT STRATEGY REGARDING THE INVESTMENT OF CITY FUNDS
NOVEMBER 5, 2019

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

8. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AND APPROVING THE ELGIN PUBLIC SAFETY ADVISORY COMMITTEE AMENDED BYLAWS AND STRATEGIC PLAN 2019-20; AND REPEALING RESOLUTION NO. 2004-10-05-16.

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

9. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

No action was taken on this item.

ANNOUNCEMENTS

Council Member Jones mentioned early voting on Prop one.
Mayor Cannon mentioned that Amy Miller was awarded the Susan Campbell Professional Excellence award. Council Member Penson announced that CAMPO was having an open house at Sip Shop and Stroll next Thursday.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 9:19 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

**MINUTES
ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAINSTREET
TUESDAY, NOVEMBER 19, 2010**

CALL TO ORDER

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

ROLL CALL

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

Mayor Cannon certified there was a quorum.

Mayor Cannon asked that the record reflect that Council Member Arreaga and Council Member Lopez were absent, and both notified him they would not be in attendance.
Council Member Brashar moved to excuse Council Member Arreaga and Council Member Lopez. Council Member Penson seconds the motion. Motion carried. 7-0.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Michael Gonzalez, Parks Director
Patrick South, Chief of Police
Amy Miller, Community

INVOCATION

Council Member Penson gave the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Mayor Cannon opened Public Comments.

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Beth Rolingson Director for Advocacy Outreach spoke and stated that she was there to announce that Advocacy Outreach had been awarded a competitive grant through the Texas Department of Housing and Community Affairs to provide emergency services in Elgin. She stated she was required to inform the Council by the rules of the grant, and that they had been providing emergency shelter in Elgin for the past 25 years. She stated they help homeless people and help prevent evictions, and that they were one of thirteen areas to get the funding.

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

CITY MANAGER'S REPORT

1. Discussion and Possible Direction to Staff Regarding the Distribution of Community Non-Profit Support Funding ss Included in the FY2019-20 Annual Operating Budget.

City Manager Thomas Mattis stated staff was looking for direction from Council as to how they will distribute the money set aside in the budget for community non-profit support. He stated this was funding that the city has traditionally provided as a donation or support on behalf of the residents by the city.

Mayor Cannon stated that in the past there was two Council Members and the City Manager on a committee. Council Member Brashar stated that the City Secretary and one staff member were also in the committee. Council Member Brashar stated they had a score sheet and made sure all applications and documents were submitted. Mayor Pro Tem Bega asked if the same criteria would apply today if the same process is used. Council Member Brashar stated she thought it was a good process, going through each one and everyone scoring on their own. Mayor Cannon stated that the Chamber and Historic Association should be shifted out of this fund because he did not know if Historic Services and the Chamber of Commerce fit into that group and shifting to a different fund. Mayor Cannon stated that if some information could be put together and numbers to Council before the December meeting then have the discussion at that time to disperse the money before the end of the year. Mayor Cannon asked about establishing a three-member committee tonight and asked who would be willing to be on the committee. Council Members Gonzalez, Penson and Brashar agreed to serve on the committee.

Mr. Mattis mentioned the Committee appointments and re-appointments would be on the next agenda for discussion, then the appointments done in January.

Mr. Mattis shared that Michael Gonzalez had saved a child that was choking while he was at a restaurant having dinner.

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MUNICIPAL ADVISORY AGREEMENT WITH RBC

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CAPITAL MARKETS LLC RELATING TO THE ISSUANCE OF MUNICIPAL SECURITIES
AND/OR DEBT OBLIGATIONS AND MAKING CERTAIN FINDINGS RELATED
THERETO

Council Member Penson moved to approve the Resolution as presented. Mayor Pro Tem Bega seconds the motion. Motion carried 7-0.

2. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR
THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING
FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

No action was taken on this item.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, TO CAST A VOTE FOR A
PERSON TO SERVE ON THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL
APPRAISAL DISTRICT.

Council Member Brashar moved to approve the Resolution nominating Anthony Nguyen to serve on the Travis Central Appraisal District. Council Member Penson seconds the motion. Motion carried 7-0.

ANNOUNCEMENTS

Shop small on November 30th.

City Manager Thomas Mattis asked to move back to the City Manager's report because there was a staff report to make about a grant the city received.

Elizabeth Marzek spoke and stated that on November 15th it was announced that the City of Elgin was awarded the St. David's Parks with a Purpose Grant, in the amount of \$199,909 and would be used to update broken play equipment in Elgin Memorial Park. In addition, adding functional rubberized work out space, walking trail, outdoor fitness equipment and shade structure. She stated the grant must be implemented by December 2020 and they were currently developing a plan for implementation.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 7:49 p.m.

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ATTEST:

Amelia Sanchez, City Secretary

Chris Cannon, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing the Mayor and City Manager to execute a Hotel Occupancy Tax funding agreement with the Elgin Chamber of Commerce.

BACKGROUND:

Although the City and the Elgin Chamber of Commerce have long maintained a positive and mutually beneficial working relationship, documentation supporting the business aspects of that relationship have been lacking. As such, the agreement that is the subject matter of this agenda item was developed to document certain terms and conditions of said relationship.

For the most part, the proposed agreement simply documents existing practices and does not represent any significant changes related to current operational aspects of both the Chamber and City. While a separate document, this agreement is proposed in conjunction with – and is specifically related to – the *Building Lease Agreement between the City of Elgin, Texas and the Elgin Chamber of Commerce* and the Chamber's occupancy of the city-owned building at 114 Central Avenue as the Elgin Visitor Center.

The Chamber Finance Committee, Executive Committee, and Executive Director have all reviewed the proposed agreement and unanimously support its approval.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution authorizing the Mayor and City Manager to execute a building lease agreement with the Elgin Chamber of Commerce as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution and (2) Hotel Occupancy Tax Funding 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 MAYOR AND CITY MANAGER TO EXECUTE A FUNDING
AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE
ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF
HOTEL OCCUPANCY TAX FUNDS; AND PROVIDING FOR
RELATED MATTERS.**

WHEREAS, the Elgin Chamber of Commerce is a Texas non-profit corporation committed to promoting the civic, educational, historical, cultural and general interest of the City of Elgin and surrounding area, to enhance the quality of life for all citizens within the community. ty; and,

WHEREAS, the Elgin Chamber of Commerce has requested Hotel Occupancy Tax funding to serve as the official Elgin Visitor Center to positively promote the City to out-of-town visitors; and

WHEREAS, the City of Elgin has considered the request and considers the Elgin Visitor Center provided by the Elgin Chamber of Commerce directly enhances and promotes tourism in the City.

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

Section 1. 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. The Mayor and City Manager are hereby authorized to execute the *Funding Agreement between the City of Elgin, Texas and the Elgin Chamber of Commerce for Expenditure of Hotel Occupancy Tax Funds* as described therein; a copy of said agreement being attached hereto, marked Exhibit A, and made part of this Resolution as if copied verbatim herein.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

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

PASSED AND ADOPTED this 3rd day of December 2019

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

**FUNDING AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE
ELGIN CHAMBER OF COMMERCE FOR EXPENDITURE OF HOTEL
OCCUPANCY TAX FUNDS**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF BASTROP	§	

THIS FUNDING AGREEMENT (the “Agreement”) is entered into between the CITY OF ELGIN, TEXAS, a Texas home-rule city (“City”), and the ELGIN CHAMBER OF COMMERCE, a Texas non-profit corporation (“Chamber”). In this Agreement, the City and Chamber are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Elgin Chamber of Commerce has requested Hotel Occupancy Tax funding to serve as the official Elgin Visitor Center to positively promote the City to out-of-town visitors; and

WHEREAS, the City of Elgin has considered the request and considers the Elgin Visitor Center provided by the Elgin Chamber of Commerce directly enhances and promotes tourism in the City; and

WHEREAS, the goal of this Agreement is to assist visitors to the City of Elgin, thus directly enhancing and promoting tourism as outlined in Chapter 351 of the State of Texas Tax Code; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

GENERAL PROVISIONS

Section 1. Purpose. The purpose of this Agreement is for the Elgin Chamber of Commerce to utilize City of Elgin Hotel Occupancy Taxes to promote the City of Elgin and tourism by providing a quality Elgin Visitor Center for out-of-town visitors in order to increase the number of overnight visitors to Elgin. City Hotel Occupancy Tax Funds shall only be used for those activities associated with the Visitor Center as covered under this Agreement.

Section 2. Chamber Obligations. The Chamber shall use all of the awarded funds provided by the City in accordance with Chapter 351 of the Texas Tax Code and the Chamber’s funding application solely for the use of operating and maintenance of the Elgin Visitor Center and providing assistance to out-of-town visitors. At a minimum, the Elgin Visitor Center must:

- (a) display marketing materials from local hotels, motels, and restaurants; and
- (b) display information related to local special events and sporting events; which would support hotels, motels, and accommodations in the City.

Section 3. Chamber Reporting Requirements. The Chamber shall deliver the following:

- (a) On a MONTHLY basis, within fifteen (15) days after the end of each month a Visitor Center Report that includes the following information:
 - i. the number of assisted walk-in visitors during normal business hours segregated into four categories (1) out-of-state or international visitors, (2) Elgin visitors, (3) Bastrop County visitors, and (4) other visitors from Texas; and
 - ii. the number of phone calls where out-of-town visitors were provided assistance; and
 - iii. the name of out-of-town groups and number of visitor packets distributed; and
 - iv. actual hours of operation of the Visitor Center
- (b) On a QUARTERLY basis, within fifteen (15) days after the end of each quarter a General Activity Report that includes the following information:
 - i. All Chamber promotional events including a list of all events held or participated in; the date, time, topic, number of participants and partnerships for the event; and
 - ii. Promotional activities, specifically including any activities intended to generate visitors to Elgin; and
 - iii. Tourism related meetings and promotional events attended; and
 - iv. Groups or organizations that utilized Chamber facilities or equipment; and
 - v. Marketing efforts, including but not limited to any publications or media coverage generated by Chamber; and
 - vi. A synopsis of Chamber social media activity; and
 - vii. The number of volunteers utilized to support the Chamber and its programs, delineated by their associated activity.
- (c) On an ANNUAL basis, within fifteen (15) days after the end of each year, an Annual Report summarizing all information required under this Section.

Section 4. Visitor Center Operating Hours. The Chamber shall maintain operating hours whereby the Visitor Center is open for business a minimum of thirty-five (35) hours each normal (non-holiday) work week. Unless otherwise agreed to by the City Manager, the average or normal operating hours of the Visitor Center shall be Monday through Friday 9:00AM to 4:00PM. If the Chamber opens the Visitor Center for operations on a Saturday, the Chamber may reduce in a corresponding manner the number of operating hours of the Visitor Center the following week. The Visitor Center shall not be open for operations on Sunday unless so authorized by the City Manager.

Section 5. Limitations on Funding. Subject to the Chamber's satisfactory performance and compliance with the terms of this Agreement, the City agrees to provide annual funding equal to the LESSER of:

- (a) Thirty-five percent (35%) of the Chamber's Total Annual Operating Budget for the ensuing fiscal year; or, **{FY19 Budget - \$166,125 x 35% = \$58,144}**
- (b) Thirty-five percent (35%) of the City's Total Hotel Occupancy Tax receipts for the preceding fiscal year. **{FY18-19 HOT Rev - \$130,505 x 35% = \$45,677}**

It is the expressed goal of this Agreement and the Parties hereto that at no time shall funding provided to the Chamber by the City under this Agreement represent the majority of overall annual operational funding of the Elgin Chamber of Commerce nor the majority of Hotel Occupancy Tax annual revenue collected by the City.

Section 6. Authorization of Payment. Subject to the Chamber's satisfactory performance and compliance with the terms of this Agreement, the City agrees to provide funding to the Chamber in equal quarterly payments from City Hotel Occupancy Tax funds as authorized by the City Council in the City Annual Operating Budget. Quarterly payments will be made after services have been provided and within thirty (30) days of receiving the required reports.

Section 7. Non-Appropriation of Funds. All obligations of the City under this Agreement are subject to the availability of annual legislative appropriations by the City Council and the Chamber acknowledges that the ability of the City to perform under this Agreement is contingent upon the continued availability of funds. The amount of City obligation hereunder shall not at any time exceed the amount certified for the purpose stated in such advance authorization. The City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are within the exclusive discretion of the Elgin City Council.

Section 8. Rights. The City of Elgin has the right, at any time, to inspect the books or records of the Chamber that may relate to the performance of this Agreement. The City, at its sole expense, has the right to conduct an audit of the Chamber.

Section 9. Term. This Agreement shall become effective as of January 1, 2020 shall continue in effect until December 31, 2024, with subsequent automatic renewals for a period of one year unless terminated by either party in accordance with Section 10 below.

Section 10. Recapture Provision. In the event the Chamber does not comply with the terms of this Agreement, is otherwise in default, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this Agreement, the Chamber, pursuant to the provisions herein shall refund to the City an amount equal to the sum of all funding actually paid by the City to the Chamber immediately preceding the date of such termination..

Section 11. Indemnification. The Chamber agrees to defend, indemnify and hold harmless the City of Elgin, the Mayor and City Council, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the Chamber's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of the Chamber, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this

Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the Chamber and City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this Agreement does not assign any responsibility for civil liability to the City that may arise by virtue of this Agreement.

Section 12. Termination. Either party hereby reserves the right to terminate this agreement without cause upon thirty (30) days written notice. The City may also terminate this Agreement for breach of any provision of this Agreement, upon written notice of the breach and the Chamber shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the City.

Section 13. Appeal Process. If the Chamber wishes to make any appeals on decisions of the City relating to this Agreement, the Chamber must present their appeal in writing within ten (10) business days of funding denial to the City Manager.

MISCELLANEOUS

Section 14. Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each party herein. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement

Section 15. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained therein.

Section 16. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

Section 17. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations regarding the subject matter hereof.

Section 18. Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 19. Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Bastrop County, Texas.

Section 20. Assignment. Except as otherwise provided in this Agreement, the Chamber may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the City.

Section 21. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

Section 22. Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Section 23. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY: City of Elgin
Attn: City Manager
310 N. Main St.
Elgin, Texas 78621

CHAMBER: Elgin Chamber of Commerce
Attn: Executive Director
P.O. Box 408
Elgin, Texas 78621

Section 24. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

CITY OF ELGIN:

By: _____
Chris Cannon, Mayor

Date: _____

By: _____
Thomas L. Mattis, City Manager

Date: _____

THE ELGIN CHAMBER OF COMMERCE:

By: _____
Chairman

Date: _____

By: _____
Executive Director

Date: _____

STATE OF TEXAS §
§
COUNTY OF BASTROP §

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Chris Cannon, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF BASTROP §

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Thomas L. Mattis, City Manager of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A BUILDING LEASE AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS AND THE ELGIN CHAMBER OF COMMERCE; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing the Mayor and City Manager to execute a building lease agreement with the Elgin Chamber of Commerce.

BACKGROUND:

Although the City and the Elgin Chamber of Commerce have long maintained a positive and mutually beneficial working relationship, documentation supporting the business aspects of that relationship have been lacking. As such, the agreement that is the subject matter of this agenda item was developed to document certain terms and conditions of said relationship.

For the most part, the proposed agreement simply documents existing practices and does not represent any significant changes related to current operational aspects of both the Chamber and City. While a separate document, this agreement is proposed in conjunction with – and is specifically related to – the *Funding Agreement between the City of Elgin, Texas and the Elgin Chamber of Commerce for Expenditure of Hotel Occupancy Tax Funds*.

The Chamber Finance Committee, Executive Committee, and Executive Director have all reviewed the proposed agreement and unanimously support its approval.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution authorizing the Mayor and City Manager to execute a building lease agreement with the Elgin Chamber of Commerce as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution and (2) Building Lease Agreement - 114 Central Avenue

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR AND CITY MANAGER TO EXECUTE A BUILDING
LEASE AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS
AND THE ELGIN CHAMBER OF COMMERCE; AND PROVIDING
FOR RELATED MATTERS.**

WHEREAS, the Elgin Chamber of Commerce is a Texas non-profit corporation committed to promoting the civic, educational, historical, cultural and general interest of the City of Elgin and surrounding area, to enhance the quality of life for all citizens within the community. ty; and,

WHEREAS, the Elgin Chamber of Commerce has requested occupancy and utilization of the city-owned H&TC Freight Depot at 114 Central Avenue, Elgin, to serve as the official Elgin Visitor Center and for purposes of promoting the City to out-of-town visitors; and,

WHEREAS, the Elgin Chamber of Commerce has agreed to certain terms and conditions for said occupancy, including obligations within the *Funding Agreement between the City of Elgin, Texas and the Elgin Chamber of Commerce for Expenditure of Hotel Occupancy Tax Funds*.

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

Section 1. 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. The Mayor and City Manager are hereby authorized to execute the *Building Lease Agreement Between the City of Elgin, Texas and the Elgin Chamber of Commerce* as described therein; a copy of said agreement being attached hereto, marked Exhibit A, and made part of this Resolution as if copied verbatim herein.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

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

PASSED AND ADOPTED this 3rd day of December 2019

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

**BUILDING LEASE AGREEMENT BETWEEN THE CITY OF ELGIN, TEXAS
AND THE ELGIN CHAMBER OF COMMERCE**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF BASTROP §

THIS LEASE AGREEMENT (the “Agreement”) is entered into between the CITY OF ELGIN, TEXAS, a Texas home-rule city (“LESSOR”), and the ELGIN CHAMBER OF COMMERCE, a Texas non-profit corporation (“TENANT”). In this Agreement, the LESSOR and TENANT are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

WITNESSETH:

1. Leased Premises. LESSOR hereby leases to TENANT and TENANT hereby leases from LESSOR the **H&TC Freight Depot** (herein called the "Building" and/or “Leased Premises”), located at **114 Central Avenue, Elgin, Bastrop County, Texas**. The Leased Premises are to be used and occupied by the TENANT solely for the purposes of operating the official Elgin Visitor Center and general Elgin Chamber of Commerce business office activities.

2. Term. Subject to and upon the terms and conditions set forth herein this Lease shall continue in full force for a term of Five (5) years, commencing the 1st day of January, 2020 (hereinafter the "Effective Date") and ending at midnight the 31st day of December, 2024.

3. Conditional Waiver of Rental Payments. Subject to the TENANT’s (a) satisfactory overall performance as determined by the City Council, (b) compliance with the terms of the *Funding Agreement between the City of Elgin, Texas and the Elgin Chamber of Commerce for Expenditure of Hotel Occupancy Tax Funds* dated January 1, 2020, **and** (c) compliance with the terms of this Agreement, LESSOR agrees to waive rental payments associated with the Leased Premises.

4. Use of the Premises. TENANT shall use the Leased Premises only for the use or incidental uses as may be approved by the City Manager. In connection with its use of and activities in and about the Leased Premises and the Building, TENANT, at its expense, will comply and will cause its employees, agents and invitees to comply with all applicable laws and ordinances, with all applicable rules and regulations of governmental agencies; and TENANT will conduct itself and cause its employees, agents and invitees to conduct themselves, with full regard for the rights, convenience and welfare of all other tenants in the Building. TENANT shall peaceably and quietly hold and enjoy the premises for the term hereof, without hindrance from LESSOR, subject to the terms and conditions of this Agreement.

5. Acceptance of Leased Premise. The taking of possession of the Leased Premises by TENANT shall be conclusive evidence that TENANT accepts the Leased Premises as suitable for the purposes for which same are leased and that LESSOR has fully complied with its obligations contained in this Agreement. TENANT accepts the Leased Premises "AS IS." The Leased Premises is rented on an “AS IS”, “WHERE IS” basis. **There are no warranties expressed or implied.**

6. Use of the Premises by LESSOR. LESSOR and/or the City of Elgin reserves the right to utilize the Leased Premises for periodic city-related functions, events, and uses as may be approved by the City Manager. Such uses shall not include the Elgin Chamber of Commerce business office nor be in conflict with TENANT's customary uses of same. Any such use of the Leased Premises by LESSOR under this section shall require written notification of TENANT by LESSOR at least ten (10) working days prior to the first date of said use, unless otherwise agreed to by TENANT. Use by LESSOR under this section shall include, but not be limited to, use in support of multi-media productions that encourage growth of the local film industry, a positive impact on the local economy, and the promotion of the City of Elgin, Bastrop, and Travis Counties as a favorable venue in which to make motion pictures and television shows. All such uses of the Leased Premises by any multi-media production or the film industry shall be authorized and managed by the City Manager or his agent. TENANT specifically agrees to assist the LESSOR in accomplishing these public purposes. LESSOR agrees to indemnify and hold harmless the TENANT, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death) or property damage suffered by any person or persons, that may arise out of the LESSOR's use of the Leased Premises under this Section. LESSOR agrees at its own cost and expense to repair or replace any damage of any and all property of the TENANT caused by LESSOR's use of the Leased Premises under this Section.

6. Building Alterations. TENANT shall not construct and install any improvements to the Leased Premises without prior written approval by LESSOR. Plans for any proposed alterations to the Leased Premises shall be submitted to the LESSOR for approval. LESSOR shall notify TENANT of its approval or objections to such plans within fifteen (15) working days of receipt of same. When written approval is obtained, TENANT must obtain all applicable permits for construction from the City of Elgin prior to the start of construction. Once commenced, work on TENANT's improvements shall be continuous, to conclusion; and all work undertaken or materials ordered or purchased shall be paid for by TENANT timely and without the imposition of any claims of lien against the Building or Property. TENANT shall not use or permit the Leased Premises to be used for any purpose other than that stated herein or make or allow to be made any alterations or physical additions in or to the Leased Premises without first obtaining the written consent of LESSOR. In the event that the LESSOR gives its consent to any alterations, additions or improvements, any and all such alterations or improvements, when made to the Leased Premises by TENANT shall at once become the property of LESSOR and shall be surrendered to LESSOR upon the termination of the Lease; provided however, this clause shall not apply to moveable equipment or furniture owned by TENANT.

7. Mechanic's and Materialmen's Liens. TENANT will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers, artisans or materialmen for work or materials alleged to be done or furnished in connection with the Leased Premises), encumbrance, or other charge upon the Leased Premises or any part thereof, upon LESSOR's interest therein, or upon TENANT's leasehold interest; provided that TENANT shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Leased Premises or the Building by the act of LESSOR.

8. Signage. No sign, symbol or identifying mark shall be put upon the Building or in any space or area viewable from the entrances or parking area, without the prior written consent of

LESSOR. All signs or lettering shall conform in all respects to the sign and/or lettering criteria established by LESSOR and shall be at the expense of the TENANT.

9. Keys. Lessor agrees to furnish TENANT free of charge, with four (4) keys for the door entering the Leased Premises. All such keys shall remain the property of LESSOR. Upon termination of this Lease, TENANT shall surrender to LESSOR all keys to the Leased Premises and give to LESSOR the explanation or the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises. LESSOR shall not be liable to TENANT for any loss due to theft, burglary, or for damages done by unauthorized persons on the Property.

10. Rules and Regulations. TENANT and TENANT's agents or employees will comply fully with all applicable rules, laws, and regulations. LESSOR shall at times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for safety, protection, care and cleanliness of the Property and appurtenances and the preservation of good order therein and all of which rules and regulations, changes and amendments will be forwarded to TENANT in writing and shall be complied with and observed by TENANT.

11. Services and Utilities. LESSOR agrees to furnish TENANT, while occupying the Leased Premises, with electricity, natural gas, water, wastewater, and trash collection services associated with ordinary office uses and in keeping with the usual standard for municipal buildings in Elgin, Texas. LESSOR shall not be liable for damages or otherwise for failure, stoppage or interruption of any such service,

12. Entry for Inspection. LESSOR, its officers, agents and representatives, shall have the right to enter all parts of the Leased Premises at all reasonable hours whenever it may deem necessary or desirable.

13. Maintenance and Repairs by LESSOR. LESSOR shall provide for the exterior and/or ground maintenance of the Leased Premises, including landscaping surrounding the Building, in keeping with the usual standard for municipal buildings in Elgin, Texas. Unless otherwise expressly stipulated herein, LESSOR shall not be required to make any improvements or repairs of any kind on the Leased Premises during the Term, except such repairs as may be required by normal maintenance operations.

14. Repairs and Care of the Property by TENANT. TENANT agrees at its own cost and expense to provide for all interior cleaning and/or maintenance of the Building, consistent with the usual standard for municipal buildings in Elgin, Texas. TENANT agrees at its own cost and expense to repair or replace any damage or injury done to the Building, or any part thereof, caused by TENANT, TENANT's agents, employees, licensees, invitees or visitors.

15. LESSOR Insurance. LESSOR, totally at its discretion, will procure, pay for and maintain during the term of this Agreement insurance limits and coverage written by companies licensed in the State of Texas. TENANT is encouraged to procure insurance for personal property to cover the loss or damage of same since LESSOR will not be responsible for the personal property of TENANT. All provisions of this Lease Agreement concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

16. TENANT Insurance. TENANT shall procure and maintain, at its own cost and expense, commercial general liability insurance coverage of \$1,000,000 combined single limit or a

substitute providing equivalent coverage, and shall include coverage for bodily injury and death, property damage, and personal injury. LESSOR will be named an additional insured and will be given a minimum of ten (10) days' notice prior to any change in or cancellation of such coverage. In addition, insurance furnished by TENANT shall be in accordance with the following requirements:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by TENANT. LESSOR'S decision thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. All liability policies required herein shall be written with an "occurrence" basis coverage

17. No Assignment or Sublease by TENANT. TENANT shall not assign or in any manner transfer this lease, permit any assignment of this Lease by operation of law or otherwise, or sublet the Leased Premises or any part thereof.

18. Termination. Either party hereby reserves the right to terminate this agreement with or without cause, for no reason or any reason, upon sixty (60) days written notice. LESSOR may also terminate this Agreement for breach of any provision of this Agreement, upon written notice of the breach and the TENANT shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of the LESSOR.

19. Indemnification. The TENANT agrees to defend, indemnify and hold harmless the LESSOR, City of Elgin, the Mayor and City Council, its officers, agents and employees, against any and all claims, lawsuits, judgments, cause of action, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the TENANT's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of the TENANT, its officers, agents, servants, employees, contractors, or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the LESSOR, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the TENANT and LESSOR under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Both parties expressly agree that this Agreement does not assign any responsibility for civil liability to the LESSOR that may arise by virtue of this Agreement.

20. Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each party herein. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement

21. Governmental Powers. It is understood and agreed that LESSOR, through the execution of this Lease Agreement, does not waive or surrender any of its governmental powers.

22. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained therein.

23. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

24. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

25. Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

26. Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Bastrop County, Texas.

27. Non-Waiver. A party's failure or delay to exercise right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

28. Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

29. Non-Appropriation of Funds. All obligations of the City of Elgin/LESSOR under this Agreement are subject to the availability of annual legislative appropriations by the City Council and TENANT acknowledges that the ability of City of Elgin/LESSOR to perform under this Agreement is contingent upon the continued availability of funds. The amount of City of Elgin/LESSOR's obligation hereunder shall not at any time exceed the amount certified for the purpose stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City of Elgin/LESSOR at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City of Elgin/LESSOR has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City of Elgin/LESSOR budget decisions are within the exclusive discretion of the Elgin City Council. TENANT's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

30. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

LESSOR: City of Elgin
 Attn: City Manager
 310 N. Main St.
 Elgin, Texas 78621

TENANT: Elgin Chamber of Commerce
 Attn: Executive Director
 P.O. Box 408
 Elgin, Texas 78621

31. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

CITY OF ELGIN:

By: _____
Chris Cannon, Mayor

Date: _____

By: _____
Thomas L. Mattis. City manager

Date: _____

THE ELGIN CHAMBER OF COMMERCE:

By: _____
Chairman

Date: _____

By: _____
Executive Director

Date: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Chris Cannon, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF BASTROP §

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Thomas L. Mattis, City Manager of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.

Notary Public, State of Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Manager

PROPOSED ACTION:

Review and consideration of a Resolution formally casting votes for the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2020.

BACKGROUND:

As a member of and taxing unit within Bastrop Central Appraisal District (BCAD), the City retains a designated number of votes utilized to select members of the BCAD's governing body, the Board of Directors. The BCAD provides property appraisal services to the City for purposes related to assessing ad valorem taxes on City property owners.

The proposed action is for purposes of casting the City's designated number of votes for the incoming Board of Directors, whose member's terms begin January 1, 2020 and end December 31, 2021. The City of Elgin has 121 votes out of a total of 5,000 to cast for the nominated candidate(s) as listed in the Resolution.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before December 15, 2019.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of the Resolution casting votes for the votes for the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2020; and direction to staff, if any, as deemed appropriate.

ATTACHMENTS: Resolution

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Elgin is a taxing unit within the Bastrop Central Appraisal District (BCAD); and,

WHEREAS, the Chapter 6 of the Texas Property Tax Code allows each tax such unit to cast votes for the Board of Directors of the Bastrop Central Appraisal District in proportion to their tax levy; and,

WHEREAS, the City of Elgin is allocated a total of one hundred twenty-one (121) votes for the Board of Directors of the Bastrop Central Appraisal District based on the 2018 ad valorem tax levy.

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

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

Section 2. Votes for BCAD Board of Directors. The Mayor and City Council do hereby cast votes for the following person or persons to the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2020.

Nominee:	Votes Cast For:
Emanuel, Roderick	_____
Glass, David	_____
Hector, Bill	_____
Redd, David	_____
Snyder, Dennis	_____

Section 3. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

PASSED AND ADOPTED this ____th day of _____, 2019

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A resolution seeking a modification to an approved annexation development agreement through Resolution 2015-08-04-09 of the City Council of the City of Elgin, Texas

DEPARTMENT: Planning and Community Development

PROPOSED ACTION: Discussion, consideration, and action on a resolution seeking a modification to an approved annexation development agreement through Resolution 2015-08-04-09 of the City Council of the City of Elgin, Texas

BACKGROUND: Originally the Council approved an annexation development agreement for this tract of land in 2015. This agreement provided criteria allowing present uses of the land to continue and requiring annexation if the land is to be subdivided. The owners are proposing a change to allow for additional single family residences to be built for family members and be binding to future successors.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Staff recommends approval of this item.

ATTACHMENTS: Resolution with Exhibit "A".

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

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

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

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

RESOLUTION NO. 2019-12-03-_____

**MODIFICATION TO AN APPROVED ANNEXATION DEVELOPMENT AGREEMENT
THROUGH RESOLUTION 2015-08-04-09 OF THE CITY COUNCIL OF CITY OF ELGIN,
TEXAS,**

WHEREAS, Roger & Suzanne Mogonye are the owners of that certain 139.723-acre tract of land described as A20 Christian, Thomas, and more particularly described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, the City of Elgin (“City”) intends to annex the Properties; and

WHEREAS, the City approved an annexation development agreement for this tract through Resolution 2015-08-04-09; and

WHEREAS, the property owners’ desires change to the approved annexation development agreement through Resolution 2015-08-04-09; and

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into a modified Agreement regarding the annexation of the Property into the city limits; Now Therefore

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

That the City hereby approves and agrees to accept all Agreements, copies of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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.

RESOLVED this 3rd day of December, 2019.

ATTEST:

Lucretia Alvarez, City Secretary

Chris Cannon, City Mayor

STATE OF TEXAS
COUNTY OF BASTROP

§ ANNEXATION DEVELOPMENT
§ AGREEMENT WITH
§ Roger & Suzanne Mogonye

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ELGIN, TEXAS ("City") and Roger & Suzanne Mogonye ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain 139.723 acre tract of land more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

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

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

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

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of property into the Elgin city limits (or extraterritorial jurisdiction).

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Elgin so long as 1) the Property continues to receive an agricultural exemption from the Bastrop County Central Appraisal District, except for existing single-family residential use, and up to a maximum of three (3) future single family residential uses for the owner(s), their successors, and their family members only for their enjoyment, and 2) no action is taken by the Owner or his assigns to file a subdivision plat or any related development document regarding the Property. If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex all or some of the Property.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority

of the City, except for any regulations which interfere with Owner's use of the Property for agricultural purposes, wildlife management or timber production.

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

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agrees that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, his successors or assigns. Provided the owner(s) or any successor and their family will be allowed to have single family residential uses and not be subject to the voluntary annexation provided there is no subdivision of the property in accordance with City and/or County standards. As set forth herein, the City acknowledges that the owner shall have the right to convey portions of said Property to a family member for single family residential use and not be subject to voluntary annexation."

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

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

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

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

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

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

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii)

certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Elgin

Thomas Mattis, City Manager

P.O. Box 591

Elgin, TX 78621

Bastrop County

Property Owner:

Roger & Suzanne Mogonye

P.O. Box 132

Elgin, TX 78621

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

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

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

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

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

SIGNED as of this ____ day of _____, 2019.

CITY OF ELGIN, TEXAS

Tom Mattis
City Manager, City of Elgin, Texas

THE STATE OF TEXAS }
COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____, _____, City of Elgin, Texas.

Notary Public, State of Texas
Owner(s)

Roger Mogonye

Suzanne Mogonye

THE STATE OF TEXAS }
COUNTY OF BASTROP }

This instrument was acknowledged before me on the _____ day of _____, 20____
by _____, _____, City of Elgin, Texas.

Notary Public, State of Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: An Ordinance amending Chapter 46 Subdivisions, Revised Code of Ordinances, City of Elgin, Texas, by amending Section 36.1 through 36.5, Section 36.29 through 36.31, Section 36.51, Section 36.52, Section 36.78 through 36.83, Section 36.110 through Section 36.112, Section 36.138, Section 36.140 through 36.143, 36.172 through 36.174, Section 36.202, Section 36.258, Section 36.281, Section 36.282, Section 36.284, Section 36.285, Section 36.288 through Section 36.310, Section 36.312, Section 36.313, Section 36.315, Section 36-338, Section 36.365 through 36.370, Section 36.399 through Section 36.401, Section 36.433, Section 36.513 through Section 36.515; deleting in their entirety Section 36.482, Section 36.483, Section 36.485, Section 36.486; adding Section 36.5 through Section 36.12, Section 36.25 through Section 36.28, Section 36.32 through 36.39, Section 36.53 through 36.59, Section 36.77, Section 36.113, Section 36.175 through Section 36.177; repealing all other ordinances and parts of ordinances in conflict therewith; and providing for a savings clause.

DEPARTMENT: Planning and Community Development

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending Chapter 46 Subdivisions, Revised Code of Ordinances, City of Elgin, Texas, by amending Section 36.1 through 36.5, Section 36.29 through 36.31, Section 36.51, Section 36.52, Section 36.78 through 36.83, Section 36.110 through Section 36.112, Section 36.138, Section 36.140 through 36.143, 36.172 through 36.174, Section 36.202, Section 36.258, Section 36.281, Section 36.282, Section 36.284, Section 36.285, Section 36.288 through Section 36.310, Section 36.312, Section 36.313, Section 36.315, Section 36-338, Section 36.365 through 36.370, Section 36.399 through Section 36.401, Section 36.433, Section 36.513 through Section 36.515; deleting in their entirety Section 36.482, Section 36.483, Section 36.485, Section 36.486; adding Section 36.5 through Section 36.12, Section 36.25 through Section 36.28, Section 36.32 through 36.39, Section 36.53 through 36.59, Section 36.77, Section 36.113, Section 36.175 through Section 36.177; repealing all other ordinances and parts of ordinances in conflict therewith; and providing for a savings clause.

BACKGROUND: Earlier this year the State legislature approved changes to Chapter 212 (Subdivision), Local Government Code. One of these changes involves a proposed “shot clock” regarding timeframes associated with plans and plats. This is designed to place limitations on local jurisdictions regarding review timeframes, staff comments on submittals lacking new information, and automatic approvals if a project falls out of the established timeframes. With this in mind, Staff begin reviewing our process and Chapter 36 (Subdivision) of the City Code. It was determined that Staff needed to make revisions to the City Code in order to show formal compliance with the requirement of State law, clarify the development review process, and address potential and future issues. Please see Planning & Zoning Commission staff report for additional information.

PROPOSED CODE CHANGES: This will be a summary of the larger changes within the document and will skip some changes in the proposed document.

1. Section 36-3, Definitions: Many new definitions have been added to clearly define authorities such as Council and Commission, define our processes such as pre-development conference and pre-construction meeting, and define items such as reciprocal access and different tree standards.
2. Section 36-6, Exemption: Restates and adds exemptions from subdividing such as cemeteries and makes applicable larger lots for purposes of subdivision.
3. Section 36-8, Enforcement of Regulations: Restates and adds additional penalties such as fines for violation, legal, and civil actions for violators.
4. Section 36-11 & 36-12, Approval and Acceptance of Subdivision Infrastructure: Establishes processes when subdivision infrastructure is approved and accepted by the City.
5. Section 36-13, Pre-Application Meeting: Creates the pre-application meeting process with Staff before submittal of certain applications to the City and sets minimum standards for this meeting.
6. Section 36-27, Establishment Order for Platting of Land: Creates a generalized straightforward submittal process for filing of plans and plats based on whether guarantees are or are not provided to the City, further sections break down this process in detail.
7. Section 36-28, Processing Procedures: Creates a clear detailed approval list between Council, Commission, and Staff for our plan and plat procedures.
8. Section 36-29, Concept Plan: Revises and adds items that clarify the process such as purpose, applicability, requires an application packet to establish the format, content, documentation, and certification of plans; establishes completeness review process and timeframes to make sure all information has been provided to City before formal acceptance of application; establishes submittal review process for Staff review time, number of required submittals, how to formalize response, and when to set an item for hearing; staff review requirements; noticing requirements; decision options for the Commission; appeals of decisions from Commission; expiration and modification of approved plans;
9. Section 36-30, Preliminary Plat: See 36-29, also adds preservation and removal standards, including mitigation, for large trees
10. Section 36-31, Final Plat though Section 36-35, Plat Vacation: See 36-29
11. Section 36-36, Subdivision Construction Plans: See 36-29, adds requirements for platting, requires pre-construction meeting after approval, and adds inspection requirements and City protections.
12. Section 36-37, Subdivision Variance: See 36-29, adds findings of fact for the Commission to base their decision.

13. Section 36-51, Standards and Usage of Performance Fiscal: Adds additional standards in regard to posting of fiscal to assure construction of improvements which includes bond, escrow, letter of credit, cost estimates, surety acceptance, and sufficiency of the 125% bond. Includes reduction of fiscal to a minimum of 25% and release of fiscal.
14. Section 36-52, Maintenance Fiscal: Adds requirements of a maintenance fiscal of 25% for a period of two (2) years, with extensions, to assure repair of accepted infrastructure by the City.
15. Section 36-53, Roadway Adequacy Standards: Adds requirements for minimum road standards by requiring upgrading of substandard roadways or dedicating additional right-of-way. Also, it covers minimum standards to address in a traffic impact analysis such as a minimum submittal threshold of 50 trips and roadway improvements and costs.
16. Section 36-57, Verification of installation and active non-City utilities: Adds standards that require the applicant to provide activation of non-City utilities and requires utilities to be placed underground or as otherwise approved by the City.
17. Section 36-58, Subdivision Walls: Adds requirements to build walls when backyards border railroad tracks or large roads for residential lots. It specifies architectural and height standards.
18. Section 36-59, Driveways and Access ways: Adds limitations on the placement of driveways along collector and arterial roadways for certain uses and establishes interconnectivity between non-residential and mixed use developments.
19. Section 36-78, Arrangement: Adds standards for subdivisions such as required access to right of way and other subdivisions.
20. Section 36.-79, Street Design Criteria: Adds mandatory undergrounding and prohibits street jogs.
21. Section 36-83, Cul-de-sacs: Adds prohibitions on street stub outs and prohibits gated streets.
22. Section 36-113, Connectivity: Adds standards for alleys connecting into adjacent subdivisions and stub-out at a local street.
23. Section 36-114, Ownership & Easement: Ownership and size of alleyways.
24. Section 36-175, Flag Lots: Prohibits flag lots.
25. Section 36-177, Lots Crossing Jurisdictional Lines: Prohibits lots crossing these items.

26. Section 36-202, Block Length: Changes block length to a maximum of 1,500 feet instead of special approval over that amount and requires non-vehicular pass throughs of fifteen (15) feet wide every 1,000 feet.
27. Section 36-258, Subdivider to dedicate and grant: Adds standards for required easements.
28. Section 36-284: Requires additional engineering design frequency of 2, 10, and 25 for storm water runoff.
29. Section 36-312, Buffer Zones: Increases buffer zone sizes to maximum currently listed and allows utilities only in circumstances where they can't cross anywhere else.
30. Section 36-288: Removes City of Austin standards and requirements a detention pond be concrete lined for detention pond volume calculations. Also, allows other grasses as approved by the City and hydro mulch standards as approved by the City Engineer versus specific standards in the Code.
31. Section 36-312: Changes major waterway buffer standards application from 1,280 acres to 640 acres and increases buffer zone areas to the maximum as a minimum versus a lower minimum standard.
32. Section 36-313: Limits cut and fill from eight (8) to four (4) feet.
33. Section 36-365: Removes water main standards from Code and reference City construction standards and increases size of water mains from six (6) to eight (8) inches. It also sets minimum standards for fire hydrant spacing and requires water extension to adjacent lands if deemed necessary by the City Engineer.
34. Section 36-366, Removes sewer line standards and references City Construction Standards and require sewer extension to adjacent lands if deemed necessary by the City Engineer.
35. Section 36-367, Street lighting: Sets new standards for streetlights including location, maintenance, height, and being shown on construction plans.
36. Section 36-370, Makes the following changes:
 - A. Requires dedication of parkland at time of subdivision construction plans or final plat recording versus approval of a PDD.
 - B. Removes the definition of major and minor subdivisions. Requires showing of parkland in concept plans along with the preliminary plat versus just the preliminary plat.
 - C. Requires deed to be filed with the City at final plat recording versus at time of final plat approval.

- D. Sets standards for land to be financially sound and not to have utility easements or drainage channels.
- E. Removes ability of developer to reduce assumed residential density through restrictive covenant.
- F. Revises standards of land dedication since major and minor subdivisions are no longer defined in Code.
- G. Adds standards allowing the City versus the Commission to accept parkland and adds standards allowing off-site approval of parkland through the Commission.
- H. Removes credits for private parkland to meet standard.
- I. Prohibits parkland within a storm drainage facility
- J. Modifies standards to allow parkland less than three (3) acres to contribute cash versus eventual approval by the Commission and allows the City to opt for fee-in-lieu when no parkland is necessary in the area in accordance with approved comp plan or parks plans.
- K. Adds additional standards for park improvement fees including option to construct amenities versus payment of fee.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

The Planning and Zoning Commission recommended unanimous approval of this item at their October 28, 2019 & November 16, 2019 meetings.

ATTACHMENTS:

Planning & Zoning Commission Staff Reports and Ordinance with Exhibit “A”.

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

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

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

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

ORDINANCE NO. 2019-11-05-

AN ORDINANCE AMENDING CHAPTER 46 SUBDIVISIONS, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY AMENDING SECTION 36.1 THROUGH SECTION 36.5, SECTION 36.29 THROUGH SECTION 36.31, SECTION 36.51, SECTION 36.52, SECTION 36.78 THROUGH 36.83, SECTION 36.110 THROUGH SECTION 36.112, SECTION 36.138, SECTION 36.140 THROUGH 36.143, SECTION 36.172 THROUGH 36.174, SECTION 36.202, SECTION 36.258, SECTION 36.281, SECTION 36.282, SECTION 36.284, SECTION 36.285, SECTION 36.288 THROUGH SECTION 36.310, SECTION 36.312, SECTION 36.313, SECTION 36.315, SECTION 36.338, SECTION 36.365 THROUGH 36.370, SECTION 36.399 THROUGH SECTION 36.401, SECTION 36.433, SECTION 36.513 THROUGH SECTION 36.515; DELETING IN THEIR ENTIRETY SECTION 36.482, SECTION 36.483, SECTION 36.485, SECTION 36.486; ADDING SECTION 36.5 THROUGH SECTION 36.12, SECTION 36.25 THROUGH SECTION 36.28, SECTION 36.32 THROUGH SECTION 36.39, SECTION 36.53 THROUGH SECTION 36.59, SECTION 36.77, SECTION 36.113, SECTION 36.175 THROUGH SECTION 36.177; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

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

I.

That Chapter 46, Section 36.1 through Section 36.5, Section 36.29 through 36.31, Section 36.51, Section 36.52, Section 36.78 through 36.83, Section 36.110 through 36.112, Section 36.138, Section 36.140 through 36.143, Section 36.172 through Section 36.174, Section 36.202, Section 36.258, Section 36.281, Section 36.282, Section 36.284, Section 36.285, Section 36.288 through 36.310, Section 36.312, Section 36.313, Section 36.315, Section 36.338, Section 36.365 through 36.370, Section 36.399 through Section 36.401, Section 36.433, Section 36.513 through Section 36.515; revised Code of Ordinances, City of Elgin, Texas, is hereby amended as shown in Exhibit "A".

II.

That Chapter 46, Section 36.482, Section 36.483, Section 36.485, Section 36.486; revised Code of Ordinances, City of Elgin, Texas, is hereby removed as shown in Exhibit "A".

III.

That Chapter 46, Section 36.5 through Section 36.12, Section 36.25 through Section 36.28, Section 36.32 through Section 36.39, Section 36.53 through Section 36.59, Section 36.77, Section 36.113, Section 36.175 through Section 36.177 is hereby added as shown in Exhibit "A".

IV.

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

B. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

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

READ, PASSED, and ADOPTED on first reading this the 5th day of November 2019.

CHRIS CANNON, MAYOR

ATTEST:

Amelia Sanchez, City Secretary

Chapter 36 - SUBDIVISIONS^[1]

Footnotes:

--- (1) ---

Editor's note— Chapter 8 of the 1990 Code was replaced in its entirety by Ordinance No. 2006-10-03-26, adopted October 3, 2006.

State Law reference— Subdivision of land, V.T.C.A., Local Government Code § 212.001 et seq.

ARTICLE I. - IN GENERAL

Sec. 36-1. - Authority.

~~This chapter is adopted under the authority of the constitution and laws of the state, specifically compiled in V.T.C.A., Local Government Code §§ 212.001– 212.017.~~

- (a) This chapter is adopted under the authority of the state Constitution and laws, particularly V.T.C.A., Local Government Code ch. 212, "Municipal Regulation of Subdivision and Property Development"; other applicable chapters of this Code; and any other authority provided by law, or as such statutes may be amended.
- (b) Regulation of the subdivision of land and the attachment of reasonable conditions to land subdivision is an exercise of valid police power delegated by the state to the city.

~~(Code 1990, ch. 8, § 1(A))~~

Sec. 36-2. - Purpose.

- (a) This chapter shall govern every person, firm, partnership, association, corporation or other legal entity owning any tract of land within the corporate limits of the city within the extraterritorial jurisdiction of this city as prescribed by the state law, as from time to time amended, who may hereafter divide any tract into two or more parts for the purpose of laying out any subdivision of any tract of land or any addition to said city, or for laying out suburban lots or building lots or any lots, and streets, alleys or parks or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto. The purpose of this ordinance is to provide for orderly, safe and healthful development to promote the health, safety and general welfare of the community. From and after the passage of this Ordinance, all plats and subdivisions of land within the corporate limits of the City, and all tracts within the City's extraterritorial jurisdiction, shall conform to the following rules and regulations.
- (b) The system of improvements for thoroughfares, water and wastewater services, other utilities, drainage, public facilities and community amenities determine in large measure the quality of life enjoyed by the residents of the community. Health, safety, economy, amenities, environmental sensitivity and convenience are all factors which influence and determine a community's quality of life and character. A community's quality of life is of public interest. Consequently, the development of land, as it affects a community's quality of life, is an activity whose regulation is a valid function of municipal government.
- (c) This Ordinance is designed and intended to achieve the following purposes, and shall be administered so as to:
 - (1) Assist orderly, efficient and coordinated development within the City's jurisdiction.

- (2) Provide neighborhood conservation and prevent the development of slums and blight.
- (3) Harmoniously relate the development of the various tracts of land to the existing community and facilitate the future development of adjoining tracts.
- (4) Provide that the cost of improvements to minimum standards which primarily benefit the tract of land being developed be borne by the owner or developers of the tract, and that the cost of improvements to minimum standards which primarily benefit the whole community be borne by the whole community.
- (5) Provide the best possible design for each tract being subdivided.
- (6) Provide the most attractive relationship between the land as developed and the circulation of traffic throughout the municipality, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the proposed development, and to provide for the proper location and width of streets and building lines.
- (7) Prevent pollution of the air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard both surface and groundwater supplies; and to encourage the wise use and management of natural resources throughout the municipality in order to preserve the integrity, stability, and beauty of the community and the value of the land.
- (8) Preserve the natural beauty and topography of the municipality and ensure appropriate development with regard to these natural features.
- (9) Establish adequate and accurate records of land subdivision.
- (10) Ensure that public or private facilities are available and will have a sufficient capacity to serve proposed subdivisions and developments within the City's jurisdiction.
- (11) Standardize the procedure and requirements for developing property and submitting plans for review and approval.
- (12) Protect and provide for the public health, safety and general welfare of the community.
- (13) Protect the character and the social and economic stability of all parts of the community and encourage the orderly and beneficial development of all parts of the community.
- (14) Protect and conserve the value of land throughout the community and the value of buildings and improvements upon the land.
- (15) Guide public and private policy and action in providing adequate and efficient transportation systems, public utilities, and other public amenities and facilities.
- (16) Encourage the development of a stable, prospering economic environment.
- (17) To provide for parkland, open spaces and park facilities within neighborhoods.
- (e) Subdivision design should be of a quality to carry out the purpose and spirit of the policies expressed in the Comprehensive Plan and in this Ordinance.

- (f) The tree preservation standards adopted herein are reasonable and necessary to preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical and aesthetic environment.

(Code 1990, ch. 8, § 1(B))

Sec. 36-3. - Definitions.

~~For the purpose of this chapter, certain terms and words are hereby defined; terms not defined herein shall be construed in accordance with chapter 46, zoning, other codes and ordinances or their customary usage and meaning. The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. Words not defined in this Chapter shall have the meaning prescribed in Merriam Webster's Collegiate Dictionary, Eleventh (11th) Edition. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "may" is optional. The word "herein" means in this Ordinance. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy. The word "person" means any human being or legal entity and includes a corporation, a partnership, and an incorporated or unincorporated association. The words "used or occupied" as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.~~

Abutting: Adjacent; joining at a boundary.

Access: means a way of approaching or entering a property.

Administrator: The City Manager or the person designated by the City Manager to administer the regulations and provisions of this Chapter.

Alley: Means a minor right-of-way, dedicated to public use, which gives a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

Allowable density: The number of residential building units allowed per acre of land that is or would be developed for residential purposes.

Applicant: means a person applying for plan or plat approval under this Ordinance.

Approval authority – The entity that reviews an item in this Chapter and makes a recommendation or consideration (action) as prescribed in this Chapter.

As-Built Plans: means a set of certified construction plans specifying how the public improvements required for the subdivision were actually constructed. [These must be sealed by a professional engineer registered in this State.](#)

Berm: A mound or wall of earth or sand created by manmade action.

Block: A unit of land bounded by streets or a combination of streets and public land, railroad rights-of-way, waterways, or any other barrier to the continuity to development.

Bluff: An abrupt vertical change in topography of more than forty (40) vertical feet with an average slope steeper than four (4) feet of rise for one (1) foot of horizontal travel.

Bond: means any form of security including a cash deposit, surety bond, collateral, property, or instrument of credit in an amount and form satisfactory to the City.

Building means any structure intended for shelter, housing or enclosure for persons, animals, property, or chattel.

Building Permit means a permit issued by the City which is required prior to commencing construction, "finish-out," or reconstruction or modification of a structure.

Building setback line: A line beyond which a building must be set back from the property line in accordance with the zoning code.

Buffer Zone means a vegetated area adjacent to a creek, river, or natural drainageway.

Business days: The number of City working days specified, excluding Saturday, Sunday, a legal City holiday, and days where the City Hall has been ordered closed by the City Manager, Mayor, or City Council.

Calendar days: The number of days specified in a yearly calendar, unless the last day falls on Saturday, Sunday, legal City holiday, or days where the City Hall has been ordered closed by the City Manager, Mayor, or City Council.

Caliper: means the diameter of a tree measured at diameter breast height (dbh).

Cemetery: means a place where the remains of dead people or animals are buried or otherwise interred.

Central sanitary sewer system: A system owned by a municipality or other public entity.

Certificate of serviceability means a document issued at no charge by the city engineer, certifying that a proposed plat can be adequately served with water and sewer according to the urban services element of the general plan.

City: Means the City of Elgin, Texas.

City limits: See *Corporate Limits*

City engineer means a duly qualified and licensed engineer under the provisions of the Texas Engineering Registration Act hired by the city to plan review and inspect items within the Chapter. In the event the city does not have an engineer, his duties herein shall be performed by the ~~city manager~~ Administrator with recommendations of consulting engineers as needed.

Commission: The Planning and Zoning Commission of the City.

Comprehensive Plan: means the overall development plan for the community which has been officially adopted by Council and updated from time to time to provide long-range development policies including all specified individual elements thereof.

~~*Conceptual/concept plan:* means a map or plat designed to illustrate the general design features and street layout of a proposed subdivision which is proposed to be developed and platted in sections.~~ generalized plan that meets the requirements of this Ordinance and that indicates the boundaries of a tract or tracts under common ownership, general lot or parcel layout, community use or public areas, and street alignments.

Construction standards: Means a library of City-approved drawings and technical data representing typical drainage, transportation, erosion and sedimentation control, utility appurtenances, and other items to be constructed for City approval within a subdivision.

Contiguous: means adjacent property whose property lines are shared or are separated by only an access strip, street, alley, easement, or right-of-way.

Corporate limits: means within the incorporated boundaries of the City.

Council: The City Council of the City of Elgin, Texas.

County: Means, with respect to land located in Bastrop County, Bastrop County, Texas; and, with respect to land located within Travis County, Travis County, [Texas](#).

Cul-de-sac: Means a street having one (1) end open to vehicular traffic and having one (1) closed end terminated by a permanent turnaround. The turnaround constitutes an intersection for the purpose of roadway design.

Dead-end street: A street, other than a cul-de-sac, with only one (1) end open to vehicular traffic and having one (1) closed end terminated by a cessation of improved surface and/or a barrier.

Dedication: means the grant of an interest in property for public use.

Design Storm: means a probable rainfall event the frequency of which is specified in periods of years and which is used to design drainage facilities and determine flood elevations.

Department: Shall mean the City Planning & Development Department.

Developer: An individual, partnership, corporation, or governmental entity undertaking the subdivision, platting, or improvement of land and other activities covered by this Chapter, including the preparation of a plat showing the layout of the land and the public improvements involved therein. The term "developer" is intended to include the term "subdivider" even though personnel in successive stages of the project may vary.

Development: Any manmade change in improved and unimproved real estate, including but not limited to buildings, utilities, access, roads or other structures, mining, dredging, filling, grading, clearing or removing vegetation, paving, deposit of refuse, deposit of waste, deposit of fill, or excavation for the purpose of constructing permanent structures on the real estate; development does not include lawn and yard care, including mowing of tall weeds and grass, gardening, tree care and maintenance, removal of trees or other vegetation damaged by natural forces, and ranching and farming shall not constitute development. Utility, drainage, and street repair, and any construction maintenance and installation which does not require land disturbance or result in additional impervious cover shall also not constitute development.

Development agreement: A voluntary contract between the City and a person who owns or controls property, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property.

Development, mixed-use: Means a project that incorporates single family dwellings, two-family dwellings, multi-family dwellings, and non-residential into a single unified development on a lot.

Development Density: Means the number of dwelling units per acre.

Development review committee (DRC): It is comprised of City staff members representing the various City divisions involved in the review and approval process for items in this Chapter. It offers reports and recommendations to both Commission and Council pertaining to applications and proposals requiring actions by these bodies.

Diameter breast height (DBH): the area where a tree is at four and one-half (4½) feet above ground level; measurements shall be taken in inches. If the tree is a single trunk it is measured at DBH. If the tree splits into multiple trunks at DBH, each trunk is measured at the DBH for an amalgamated total. Any fractional numbers shall be dropped from the measurement.

Driveway: means any vehicular driving surface connecting a drive approach.

Driveway Approach: means a paved surface connecting the street to a front lot line.

Dwelling, multiple family: Means attached dwelling units designed to be occupied by three (3) or more families living independently of each other on one (1) lot, this definition shall include apartments and condominiums.

Dwelling, single family: Means a detached or attached dwelling unit designed to be occupied by one family on one (1) lot, this definition shall include townhomes.

Dwelling, two-family: Means attached dwelling units designed to be occupied by two (2) families living independently of each other on one (1) lot.

Dwelling unit: A unit providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Easement: A grant of one (1) or more of the property rights by the property owner to and/or for the use by the public, corporation, or another person or entity.

Environment: Means the aggregate of social and physical conditions that influence the life of the individual and/or community.

Extraterritorial jurisdiction means ~~that area adjacent to the corporate limits of the city over which the city is authorized to control, among other things, subdivisions as prescribed or defined by law. territory outside the corporate limits which is within the extraterritorial jurisdiction of the City as defined by State Statute, or which is subject to the City's authority due to an agreement with another municipality or property owner.~~

Filing Date: Means, with respect to plats and plans, the date that plans or plats are determined to be complete and are accepted for review by the City.

Fire Chief: means the Fire Chief for the City or his/her designated representative.

Frontage: means the width of a lot or parcel abutting a public right-of-way measured at the property line.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

Floodplain: Means channel of a waterway and the adjacent land area subject to inundation during the design storm.

Grade: Means the slope of a road, street, other public way or utility line specified in terms of percent (%); the topographic relief of a parcel of land; the average elevation at ground level of the buildable area of a lot or parcel of land.

Grading: Means any stripping, cutting, filling or stockpiling of earth or land, including the land in its cut or filled condition.

Home owners' (HOA) association: A community association, other than a condominium association, which is organized in a development in which individual owners share common interests in open space or facilities.

HUD code manufactured home: A structure constructed according to the rules of the United States Department of Housing and Urban Development and that was constructed [after](#) June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred and twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems. This does not include a recreational vehicle.

HUD code manufactured home-park. A site with required improvements and utilities for the long-term parking of HUD code manufactured home for residential purposes.

Improvements: means any street, alley, roadway, barricade, sidewalk, bikeway, pedestrian way, water line system, wastewater system, storm drainage network, public parkland, landscaping, or other facility or portion thereof for which the local government may ultimately assume responsibility for maintenance and operation or which may affect an improvement for which local government responsibility is established.

Impervious cover: Means construction limiting the absorption of water by covering the natural land surface; this shall include, but not be limited to, all streets and pavement within the development.

Irrigation specialist: Means a duly qualified and licensed irrigation specialist under the provisions of State law who designs and maintains irrigation systems for vegetative environments.

Landscape architect: Means a duly qualified and licensed landscape architect under the provisions of State law who designs and maintains outdoor vegetative environments.

Letter of Credit: means a letter from a bank or other reputable creditor acceptable to the City that guarantees to the City that upon failure of the sub-divider to fulfill any improvement requirements that at the City's request, funds will be provided to the City to complete the specified improvements.

Living unit equivalent (LUE): An LUE is the typical flow that would be produced by a single family [residence](#).

Lot: A parcel of real property shown as a distinct and separate parcel on a plat, record of survey, parcel map, or subdivision map recorded in the office of the County Clerk; or a parcel of real property exempted from the requirement to plat under zoning or subdivision regulations.

Lot area: The total area within the lot lines of the lot excluding any street rights-of-way.

Lot, corner: A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street forming an interior angle of less than one hundred thirty-five (135) degrees.

Lot, corner through: A lot or parcel of land abutting upon three (3) or more streets at their intersections.

Lot depth: The distance measured from the front lot line to the rear lot line.

Lot, flag: A piece of land shaped like a flag with a narrow strip providing access to a street with the bulk of the property containing no frontage.

Lot, interior: A lot or parcel of land abutting only one (1) street.

Lot, through: A lot or parcel of land abutting upon two (2) or more streets on opposite ends of a lot line.

Lot line: A line of record bounding a lot which divides one (1) lot from another lot or from a public or private street, right-of-way or any other public space.

Master development plan: A graphic representation and narrative description of a large area of land intended for eventual development in phases involving a single parcel or a number of contiguous parcels associated with the Planned Development District (PDD) zoning category.

~~Major street means a principal traffic thoroughfare which continues, or is intended to continue, across the city and which serves to connect remote parts of the city. Major streets may also be a principal connecting street with state or federal highways.~~

~~Minor or residential streets means all streets not otherwise indicated.~~ Multifamily: Any use of lots or tracts on which are built three (3) or more dwelling units within one (1) building.

Official County Records: means, with respect to land located in Bastrop County, the Official Records of Bastrop County, Texas; and, with respect to land located within Travis County, the Official Records of Travis County, Texas.

Off-Site Improvements: means any required improvement which lies outside of the property being developed.

One Hundred (100) Year Floodplain: means that flood which has a probability of occurring once in a one hundred (100) year period or a one percent (1%) chance in any given year.

Parkland: Greenspace that is required by this Chapter and is to be used for passive and/or active recreation.

~~Planning and zoning commission means the duly appointed city planning and zoning commission of the city appointed by the city council.~~

Performance fiscal: Means that a financial guarantee, as allowed by this Chapter, which can be drawn down upon and ensures that physical improvements, as approved with the subdivision construction plan, are constructed to standards as shown in the subdivision construction plans.

Person: Any individual, association, firm, corporation, governmental agency, political subdivision or other legal entity.

Planned development district (PDD): A development provided for by the zoning ordinance of the city wherein certain yards, areas and related standards may be varied (or exceptions granted), This is also accompanied by a graphic representation and narrative description of land intended for eventual development in phases involving a single parcel or a number of contiguous parcels.

~~*Plat:* means a map or chart of the subdivision. The term "plat" also includes the plan, plat or replat, both singular and plural. A map representing a tract of land, showing the boundaries and location of individual properties and streets in accordance with Chapter 212, Texas Local Government Code, as amended.~~

Plat, amending: As defined in Section 212.016 Texas Local Government Code, as amended. This term shall not include the term *Plat, replat*.

Plat, final: Means a map of a formal land subdivision prepared in a form suitable for filing of record with necessary affidavits, dedications and acceptances, and with complete bearings and dimensions of all lines defining lots and blocks, streets, alleys, public areas and other dimensions of land.

Plat, preliminary: Means a map of a proposed land subdivision showing the character and proposed layout of the property in sufficient detail to indicate the suitability of the proposed subdivision of land.

Plat, re-plat: Means a map of a formal land subdivision prepared in a form suitable for filing of record showing the alteration of any part or all of any lot, block or tract of a previously platted subdivision, this term shall not include the term *Plat, amending*

Plat, short-form: A proposed subdivision with four (4) or fewer lots, with said lot(s) fronting on an existing street, and not requiring the creation of any new street (or portion thereof), public improvement (i.e. drainage facility, etc.), or the extension of infrastructure facilities.

Plat, vacating: As defined in Section 212.013 Texas Local Government Code, as amended.

Pre-construction meeting: A meeting between a developer, a developer's representatives, and the City held after approval of the construction plans for the purposes of exchanging information and identifying potential problems with the schedule and process of a proposed development.

Pre-development conference: A conference between a developer and the City, held prior to application for a plat, for the purposes of exchanging information and identifying potential problems with a proposed development.

Reciprocal access: Refers to connectivity between contiguous nonresidential or multifamily properties to allow for the connection of or access to drive lanes, fire lanes, driveways, or parking lots between such properties.

Resubdivision means the division of an existing subdivision, together with any change of lot size therein, or with relocation of any street lines.

~~*Revised preliminary plat* means a plat which has been previously submitted and is being resubmitted with changes.~~

~~Secondary or collector street means a continuous street through several residential districts intended as a connecting street between residence districts and major streets or business districts.~~

~~Secretary means the secretary of the city planning and zoning commission, or the authorized representative of the secretary.~~

~~Shall or may. The term "shall" is deemed to be mandatory; the term "may" is deemed to be permissive.~~

~~State: Means the State of Texas.~~

~~State Health Department: Means the Texas State Department of Health.~~

~~Street: Means any public or private right-of-way which affords the primary means of vehicular access to abutting property.~~

~~Street, arterial: Primarily provides circulation which continues, or is intended to continue, across the city and which serves to connect remote parts of the city and other municipalities. These may also be a principal connecting street with State or federal highways. These may be further sub-classified into major and minor.~~

~~Street, collector: Primarily provides circulation within neighborhoods, to carry traffic from local streets to arterial streets, or to carry traffic through or adjacent to commercial or industrial areas. These may be further sub-classified into major and minor.~~

~~Street, local: Primarily provides for access to abutting residential property. A local street does not include roadways that carry through traffic, but will generally be intersected frequently by Street, collectors.~~

~~Street, width: That distance within street right-of-way (ROW).~~

~~Subdivision:—~~

~~(1) — MThe term "subdivision" means the division of any lot, tract, or parcel of land into two (2) or more lots or sites for the laying out an addition within the City limits or extraterritorial jurisdiction, purpose of sale, or building development, or transfer of ownership, whether immediate or future. The term "subdivision" includes plat, re-subdivision, and re-plat of land or lots.~~

~~(2) — The term "subdivision" does not include:~~

~~a. — The following:~~

~~1. — Testamentary division of property;~~

~~2. — Partnership division of property upon dissolution; or~~

~~3. — Division of property between two (2) or more owners of an undivided interest by court order.~~

~~b. — The division of land into parcels of five acres or more, unless any such subdivision of five acres or more includes the planning or development of a new street.~~

~~Subdivision construction plans: means the maps, drawings, plans and specifications indicating the proposed location and design of improvements to be installed as subdivision improvements. They shall be sealed by a professional engineer, landscape architect, or other professional as necessary.~~

~~Subdivision variance (variance): A grant of relief to a person from the requirements of the subdivision ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited or otherwise deviates from the subdivision ordinance.~~

~~Surveyor: A licensed State Land Surveyor or a Registered Public Surveyor, as authorized by State statute to practice the profession of surveying.~~

Traffic impact analysis (TIA): A study that provides information on the projected traffic generated by a proposed development, assesses the effect of the proposed development on a roadway(s) near the development, identifies a potential traffic operational problem(s) or concern(s) and recommends solutions/actions to address the problems/concerns and assesses the potential vehicular trips generated by other undeveloped sites in the established study boundary. These shall incorporate approvals from the necessary jurisdictions of connecting roadways (i.e. private roadway owner, City, neighboring City as applicable, County and State).

Tree: means any self-supporting woody plant species.

Tree, dripline: A point on the ground where water will drip off the widest-reaching branches of a tree.

Tree, heritage: Native tree(s), as defined by Texas A&M Forest Service, which are a minimum of twenty (20) caliper inches and greater. This shall not include any noxious or invasive species as defined by the State or any non-native species.

Tree, protection zone: A zone established around a tree whereby no construction, trimming, or fill activity can occur. This zone is a measurement from the diameter breast height of a tree trunk to the furthest drip line which forms a concentric circle around the tree based on this measurement (i.e. the furthest measurement from a trunk to drip line is twenty-five (25) feet, therefore a twenty-five (25) foot concentric circle from the trunk will be shown).

Tree, significant: Native tree(s), as defined by Texas A&M Forest Service, which are a minimum of eight (8) caliper inches to nineteen (19) caliper inches. This shall not include any noxious or invasive species as defined by the State or any non-native species.

Tree, survey: means a scaled drawing accurately showing the location, caliper, and tree protection zone of trees in relation to the property boundaries.

Urban services element: means an element of the general plan for the city as adopted and amended by the city council.

Wireless communications facility: Means an unstaffed facility for the transmission and/or reception of wireless telecommunications services, usually consisting of an antenna array, connection cables, and equipment facility, and a tower structure or other structure used to achieve the necessary elevation.

Yard, back: means an area at the rear of a principal residential building.

(Code 1990, ch. 8, § 2)

Sec. 36-4. - ~~Purpose and j~~ Jurisdiction.

~~(a) —Regulations to control subdivision of land. The city council of the city does hereby adopt the regulations set forth in this chapter to hereafter control the subdivision of land within the corporate limits of the city and within the extraterritorial jurisdiction thereof, in order to provide for the safe, orderly and healthful development of the community and to secure adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage and other public facilities.~~

~~(ba) —Territorial limits of regulations. The territorial jurisdiction under this chapter shall include all land located within the corporate limits of the city and all land lying within one mile of the corporate limitsextraterritorial jurisdiction of the city as defined by Statute and, as from time to time extended. Also, any additional area outside these areas as permitted by law and which has been approved by the Council.~~

(Code 1990, ch. 8, § 3)

Sec. 36-5. ~~Application~~ of Chapter.

- (a) ~~City planning and zoning commission approval required.~~ It shall be unlawful for any landowner, or the agent of any landowner, to lay out, subdivide, plat or replat any land into lots, blocks, and streets within the jurisdictional limits of the city without the approval of the city planning and zoning commission. It shall also be unlawful for any such owner or agent to offer for sale or to sell any such property therein or thereby which has not been laid out, subdivided, platted or replatted in accordance with this chapter. Conflict of code provisions within Chapter. If any provision of this Chapter is in conflict with any other provision in this Chapter or any other provision in the code of ordinances, the most strict or restrictive provision shall apply. If a provision in this Chapter is not more restrictive but is different from any provision in this chapter or the code of ordinances, the Administrator shall determine what provision should be followed.
- (b) ~~City improvements to be withheld.~~ The city will make no improvements nor will the city maintain any streets or furnish any public utility service in any addition or subdivision for which approved ~~preliminary and final~~ plats, traffic impact analysis (TIA), or drainage plans are not on file with the ~~director of planning~~ City and the county clerk concerning any plats.
- (c) ~~Building permits and postal addressing withheld unless chapter complied with.~~ No ~~street number postal addressing~~ and no building permit shall be issued for the construction of any building on any piece of property subdivided after the date hereof, unless said ~~property has been subdivided or resubdivided in accordance with this chapter~~ plat has been recorded with the County.
- (d) Certificate of Occupancy. No Certificate of Occupancy for a building permit shall be issued unless as-builts are approved by the City and appropriate non-City entities.
- (e) Sale or transfer of property prohibited without recording. No owner or owner's agent of any parcel of land located in a proposed plat shall transfer or sell any part of the parcel before a plat is duly recorded with the County clerk.
- (f) Construction before final plat and subdivision construction plan approval prohibited. No construction shall take place before the final plat and subdivision construction plans have been approved by the approval authority.

(Code 1990, ch. 8, § 4)

Sec. 36-6 – Exemption.

- (a) The provisions of this Ordinance shall not apply to the following:
 - (1) The division of land into parcels of ten (10) acres or more, unless any such subdivision of ten (10) acres or more includes the planning or development of a new street(s), easement(s), or other improvement(s) as defined in the City construction standards;
 - (2) The acquisition of land by the city, county or state for public facilities.
 - (3) The acquisition of land by a public utility for the purpose of providing or housing needed infrastructure in order to provide utility service to an immediate area.
 - (4) Testamentary division of property.
 - (5) Partnership division of property upon dissolution

(6) Division of property between two (2) or more owners of an undivided interest by court order.

(7) Cemeteries.

(8) Wireless communication facility.

Sec. 36-7 – Fees

(a) Fees mandatory. Fees shall be collected by the City at the time of the filing of any application for a plat or plan as described in this Chapter. No action by the Administrator, the Commission, or Council shall be valid until such fees are paid.

(b) Refunding of fees. No filing fees shall be refunded because any application is later withdrawn or disapproved. This shall not apply to any parkland fees, sidewalk-in-lieu fees, or other similar fees.

(c) The fees to be charged shall be established in the City's fee schedule.

Sec. 36-8 – Enforcement of Regulations

(a) Code violation. It is a violation of this code to construct, subdivide, or replat any land within the corporate limits of the City or its extraterritorial jurisdiction without complying with the requirements of this Chapter, or to offer for sale, or to sell or lease, any property within a subdivision that has not been subdivided in accordance with the provisions of this Chapter and Section 212 of the Texas Local Government Code.

(b) Parties liable for violations. If a corporation is found to be in violation of this chapter, each of its officers, agents, and/or employees who were in any way responsible for such violation shall be individually and severally liable for penalties herein prescribed.

(c) Criminal penalty by court. Within the City's corporate limits or its extraterritorial jurisdiction, any individual who intentionally, knowingly, recklessly or criminally negligently violates any provision of this Chapter, is guilty of a class C misdemeanor and upon conviction shall be subject to a fine of not less than \$1.00 and not more than \$2,000.00. Each day of such violation may constitute a separate offense. Such penalty is cumulative and not exclusive of any other rights or remedies the City may have.

(d) Civil penalty by court. In addition to the criminal penalties set out above, the City may institute a civil action, in law and or equity, in a court of competent jurisdiction against any individual who violates any provision of this Chapter; and the City may seek such equitable relief or monetary relieve that may be available under the statutes, common law, and constitutions of the State and federal governments.

(e) In addition to the remedies set forth above, the City may enforce compliance with the requirements of this chapter by:

(1) Refusing to approve or accept improvements;

- (2) Withholding building permits or certificates of occupancy;
- (3) Not allowing connection to or disconnection of utility service; or
- (4) Issuing a stop work order.

Sec. 36-9 – Responsibility of Applicant.

Notwithstanding the approval of any item in this Chapter by the City, the developer and the professional that prepares and submits such items shall be and remain responsible for the adequacy of the design and nothing in this Chapter shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any item submitted in accordance with this Chapter.

Sec. 36-10 – Applicant to retain certain professionals.

- (a) Responsibilities of engineer. The applicant shall retain the services of an engineer, registered in the State, whose seal shall be placed on each sheet of the drawings, or cover sheet of studies, unless denoted below in subsection (b) & (c), and who shall be responsible for the design and inspection of the drainage, roads and streets, and sewer and water facilities within the subdivision. The services performed by the engineer shall be as designated in the most recent addition of the "Manual of Professional Practice - General Engineering Service," published by the state society of professional engineers, and shall include both design and inspection as defined therein.
- (b) Responsibilities of landscape architect. If filing preliminary plats or subdivision construction plans, the applicant shall retain the services of a landscape architect, registered in the State, whose seal shall be placed on each sheet involving tree surveys, tree preservation, tree mitigation, tree planting, and any schematics of involving tree barriers, staking, root barriers, or any addition of fill within the drip lines of the trees and shall include both design and inspection as defined therein.
- (c) Responsibilities of irrigation specialist. If filing subdivision construction plans, ~~the~~ applicant shall retain the services of an irrigation specialist, registered in the State, whose seal shall be placed on each sheet involving irrigation of any preserved or installed trees and shall include both design and inspection as defined therein.

Sec. 36-11 — Approval of subdivision infrastructure

Approval of the subdivision infrastructure occurs only when the as-builts have been approved by the City. Signature of the document by the City and any other applicable non-City entities constitutes completion and approval of the infrastructure.

Sec. 36-12.- Acceptance of subdivision infrastructure.

- (a) Infrastructure acceptance. Acceptance of subdivision infrastructure can only be filed by the applicant once as-builts have been approved by the City.
- (b) Conditions of City acceptance of infrastructure improvements. The City shall not own, repair, or maintain infrastructure improvements in any subdivision unless a Resolution has been adopted by the City Council that accepts these specified infrastructure improvements and the City has acquired maintenance fiscals before the Council hearing in accordance with the requirements of this Chapter.

(c) *Minimum timeframe for maintenance fiscals.* These must have a minimum timeframe of two (2) years from the appropriate authority sign offs in Sec. 36-11.

Secs. 36-~~613~~ - —36-2~~48~~. - Reserved.

ARTICLE II. - PROCESSING PROCEDURE

Sec. 36-25 – Pre-application meeting

- (a) *Required meeting.* A pre-application meeting is required prior to the submittal of concept plans, preliminary plats *only* requiring subdivision construction plans, final plats *only* requiring subdivision construction plans, re-plats *only* requiring subdivision construction plans, subdivision construction plans, and variances. All other processes not listed in this subsection are not required to meet for a pre-application meeting.
- (b) *Recommended attendees.* Attendance should include the owner, the applicant, the applicant's designated engineer, other professionals as required by the applicant, the Administrator and any other members of the City staff as may be appropriate.
- (c) *Required items to be brought to meeting.* Plans and documentation, depending on the application, must be fully completed and brought to the meeting. Failure to provide this information or fully complete documentation at the time of meeting is grounds for cancelation and rescheduling.

Sec. 36-26 - Application standards

- (a) *Applications required and determination of official filing date.* Requests for approval of concept plans, plats, subdivision construction plans, variances, *as-builts*, and appeals must be filed with the City, in writing, on a form prescribed by the City. An application shall not be deemed to be officially filed until a complete application package has been filed with the City. A complete application package is as denoted below:
- (1) Completion of a required pre-application meeting; and
 - (2) Fully complete and signed application form; and
 - (3) All other certificates, plans, documents and instruments required by this Chapter to be submitted with subsection (2); and
 - (4) All associated fees in accordance with the fee schedule have been paid.

Sec. 36-27 – Establishment Order *for Platting of Land*

Generally, the subdivision process is comprised of several individual steps as denoted below:

(a) *Lack of performance fiscal filed with the City:*

- (1) Concept plan filing and approval
- (2) Preliminary plat filing and approval
- (3) Final plat filing and approval
- (4) Subdivision construction plans filing and approval

(5) As-builts filing and approval

(6) Final plat recording

(7) Acceptance of subdivision improvements filing.

(b) Performance fiscal filed with the City:

(1) Concept plan filing and approval

(2) Preliminary plat filing and approval

(3) Subdivision construction plans filing

(4) Final plat filing and approval

(5) Posting of performance fiscal

(6) Final plat recording

(7) Subdivision construction plans approval

(8) As-builts filing and approval

(9) Acceptance of subdivision improvements filing.

(c) Each step of the development process has established deadlines and expirations that must be met in order for the application and any approval(s) granted to remain valid, in effect, and eligible to continue to the next step of, or to complete, the development process.

Sec. 36-28 – Processing Procedures

(a) Final action by City Council. The Council shall hear and take final action on the following subdivision process:

(1) Consideration of acceptance for subdivision improvements.

(b) Final Action by Planning and Zoning Commission. The Commission shall hear and take final action on the following subdivision procedures:

(1) Concept Plan;

(2) Preliminary Plat;

(3) Final Plat;

(4) Re-plat;

(5) Vacating Plat;

(6) Subdivision Variance;

(c) Final Action by the Administrator. The Administrator shall hear and take final action on the following subdivision procedures:

(1) Short Form Plat;

(2) Amending Plat;

(3) Subdivision Construction Plans - Including Modifications;

(4) As-builts.

Sec. 36-29. - Concept plan.

- (a) ~~Required copies; filing deadline.~~ The subdivider shall submit a concept plan of the entire area being subdivided. A reproducible tracing and the number of legible copies outlined in the current concept plan checklist shall be submitted to the planning department for presentation to the planning and zoning commission on the designated plat submission date preceding the meeting at which approval is requested. An electronic version shall be sent to the planning department and the city's engineer. ~~Purpose.~~ The purpose of the concept plan is to demonstrate conformance with the Comprehensive Plan, compatibility of the proposed development with this and other applicable City ordinances, its interaction with neighboring parcels, and the coordination of improvements within and among individually platted parcels, sections, or phases of a development, prior to the consideration of a preliminary plat.
- ~~(b)~~ (b) ~~Listing of adjacent property owners required.~~ The submittal shall contain a listing of all adjacent property owners and other property owners within 200 feet of the property proposed to be subdivided, with addresses as recorded by Bastrop County tax appraisal district or the Travis County tax appraisal district. ~~Applicability.~~ A concept plan shall be required for all subdivisions of land that are twenty (20) acres or more in size and require building of any improvements approvable through the subdivision construction plan process, except for any property zoned Planned Development District (PDD) within the City limits.
- (c) ~~Planning department to notify affected property owners.~~ The planning department will mail a notice, by registered or certified mail, to each property owner named as required by subsection (b) of this section, which notice shall state in effect that a subdivision proposal is pending before the planning and zoning commission, and shall include the date, place, and time of the planning and zoning commission meeting. ~~Format, content, documentation, and certifications on plan.~~ See concept plan application packet. The applicant is responsible for full completion of the concept plan application packet.
- (d) ~~Scale.~~ The concept plan shall be drawn to the scale designated on the current concept plan checklist and shall show or be accompanied by the information outlined in the current concept plan checklist. ~~Completeness review.~~ The Administrator shall initiate a completeness review of all information submitted within subsection (c) within ten (10) business days of the application submission. Submittal of the application for a completeness review is not regarded as an official filing of the application.
- (e) ~~Planning and zoning commission to review within 30 days.~~ The planning and zoning commission shall review the concept plan and within 30 days, act upon said plan as submitted or as modified and, if approved, shall express its approval as conditional approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and the reasons therefor. At the meeting during which the concept plan comes up for review, the party submitting such plan shall appear in person or by agent or by attorney. ~~Completeness review process.~~ If deemed compliant by the Administrator, it will enter the first submittal review phase in subsection (f). If deemed noncompliant by the Administrator, the applicant will be notified in writing of the reasons for noncompliance. The applicant shall have one (1) opportunity to submit information within six (6)

calendar months of the date. Failure to meet the deadline date or address all Administrator issues within the one (1) opportunity shall expire the application.

State Law reference—Similar provision, V.T.C.A., Local Government Code § 212.009.

~~(f) Planning and zoning commission to note its action. The planning and zoning commission shall note its action and conditions, if any, on three copies of the concept plan.~~Submittal review process. Submittal review is as outlined below:

(1) *First submittal.* The DRC shall review the first submittal within thirty (30) calendar days of the compliant sufficiency review and submit comments to the applicant in writing by the end of this timeframe.

(2) *Response of applicant.* The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead. This shall also include revised documentation showing the comments have been addressed by the applicant.

(3) *Second & third submittals.* The second and third submittals, if needed, shall be reviewed by the DRC within thirty (30) calendar days of the applicant's submittal to the City. For these submittals, response shall be required as stated in subsection (2).

(4) *Scheduling of public hearing.* Upon the closing of all DRC comments or reaching the third submittal by the applicant, the Plan will be scheduled for a public hearing.

~~(g) Distribution of concept plan. Of the three copies, one shall be returned to the subdivider, one shall be filed with the director of planning, and one shall be retained by the planning and zoning commission.~~DRC review requirements. The DRC shall review the plan for consistency with the Comprehensive Plan, Construction Standards Manual, traffic impact analysis, other public plans, City codes, policies and plans during the submittal review process and then release comments and concerns to the applicant.

~~(h) Authority to proceed. Approval of the concept plan does not constitute acceptance of the subdivision, but it's authority to proceed with the preparation of the preliminary plat. Any work done on the subdivision before the final plat is accepted and recorded is done at the risk of the subdivider. Approval of the concept plan expires at the end of two years. The planning and zoning commission may, if a written request from the subdivider is received prior to the end of the two-year period, grant an extension for up to two additional years. If any major changes are required by the planning and zoning commission, the commission may require submission of another concept plan.~~Noticing requirements. Noticing shall be as follows:

(1) *Written Notice to Property Owners.* Written notice shall be given by the City to owners of real property located within two hundred feet (200') of the boundaries of the property under the Plan. Such notice shall be mailed, certified, at least eleven (11) calendar days prior to the date set for the public hearings to all owners who appear on the last approved County Tax Rolls. The notice shall state that a concept plan request is pending and shall include the date, time, and place of the public hearings and a description of the matter under consideration. The City shall complete and certified mail the individual notices.

(2) *By publication.* The City shall publish at least one (1) notice of the proposed public hearings in a newspaper of general circulation in the City, at least sixteen (16) calendar

days prior to the date on which the hearing is to occur. The notice shall include the date, time, and place of the public hearings and a description of the matter under consideration.

- (3) *Signs On-Premises.* At least fifteen (15) calendar days prior to the date on which the hearing is to occur, the City shall place signs on the property. At least one (1) sign shall be placed on the property where there is an adjacent right-of-way. If the property has no adjacent right-of-way, a sign shall be placed off-premise at the closest opened right-of-way. All required signs shall remain on the property until final disposition of the action is determined.

~~(Code 1990, ch. 8, § 5(A))~~

- (i) *Findings of Fact.* The approval authority shall base their decision on whether the plan is in general conformance with the Comprehensive Plan, whether it is in compliance with any applicable Development Agreements, whether there is adequate water, sewer and roadway capacity to serve the proposal, and whether it is compatible to any development patterns in relation to contiguous parcels.
- (j) *Decision options.* The approval authority has the option to approve, approve with conditions, deny, or continue the item upon concurrence of the applicant. Upon denial, the application expires. Plan approval does not ensure approval of a Preliminary Plat failing to meet specific requirements of this Ordinance, and approval does not comprise any vesting of development rights or any assurance that permits of any kind will be issued.
- (k) *Appeals.* An appeals application must be filed with the Department within ten (10) business days from the Commission hearing date. The appeal will be heard by the City Council in a Public Hearing format with public notice as stated in subsection (h). The Council shall affirm or reverse the Commission based on their interpretation of subsection (i). The appeal will be heard by the Council within thirty (30) calendar days of filing.
- (l) *Approval Expiration.* The Plan shall expire two (2) years after approval by the approval authority, unless a preliminary plat on all, or a portion of, the land is approved prior to such expiration date and additional preliminary plats are approved in not greater than two (2) year intervals from approval of the previous preliminary plat until all of the land within the Plan is included within approved preliminary plats. These plats must include a minimum ten percent (10%) of land area in the concept plat.
- (m) *Modification to approved concept plans.* Any proposed changes to the approved concept plan shall require a modification to that approved plan which follows this Section. Any applications relating to preliminary plats shall not be accepted until such time as the concept plan modification has been approved.

Sec. 36-30. - Preliminary plat.

- (a) ~~—Required copies; filing deadline.~~ The subdivider shall submit a preliminary plat of the entire area being subdivided. A reproducible tracing and the number of legible copies outlined in the current

~~preliminary plat checklist shall be submitted to the director of planning for presentation to the planning and zoning commission on the designated plat submission date preceding the meeting at which approval is requested. An electronic version shall be sent to the planning department and the city's engineer. Concept plan approval. Concept Plans must be approved before any Preliminary Plats can be filed with the City unless otherwise exempted by the Section.~~

- (b) ~~—Plat requirements. The plat shall be drawn to a scale of one inch equals 100 feet and shall show and be accompanied by the following information. Format, content, documentation, and certifications on plan. See preliminary plat application packet. The applicant is responsible for full completion of the preliminary plat application packet.~~
- ~~(1) The name of the subdivision, which shall not duplicate an existing or pending subdivision.~~
 - ~~(2) A complete legal description by metes and bounds of the land being subdivided.~~
 - ~~(3) The total acreage and total number of lots and blocks within the subdivision.~~
 - ~~(4) The name of the owner (and address unless given in letter of transmittal). If the owner is a partnership, corporation, or other entity other than an individual, the name of the responsible individual such as president or vice-president must be given.~~
 - ~~(5) The name of the registered engineer or registered public surveyor responsible for preparing the plat.~~
 - ~~(6) The scale is one inch equals 100 feet. The prior written consent of the department of public works will be required for use of a smaller scale.~~
 - ~~(7) North point symbol; north is to be at the top of the sheet if possible.~~
 - ~~(8) Date; each revision shall bear a new date.~~
 - ~~(9) Ownership boundaries shall be drawn in very heavy lines and shall include overall dimensions and bearings.~~
 - ~~(10) Boundary lines and adjacent right-of-way lines of the proposed subdivision shall be drawn with dashed lines.~~
 - ~~(11) A tie to an original corner of the original survey of which said land is a part.~~
 - ~~(12) Name and location of adjacent subdivisions, streets, easements, pipelines, watercourses, etc., and the property lines and name of adjoining property owners in unsubdivided tracts.~~
 - ~~(13) Existing and proposed topographic and planimetric features within the subdivision, including watercourses and ravines, high banks, width of existing or proposed easements, contour lines at two-foot intervals, and any other physical features pertinent to the subdivision.~~
 - ~~(14) Existing transportation features within the subdivision including the location and width of rights-of-way, streets, alleys and easements.~~
 - ~~(15) Proposed features including:~~
 - ~~a. Location, width, surfacing and name of streets;~~
 - ~~b. Approximate width and depth of all lots, location of building lines, alleys and easements; and~~
 - ~~c. Schematic plans and outline specifications for drainage, sanitary facilities and utilities.~~
 - ~~(16) Designation of any sites for special uses including churches, sewage disposal plants, water plants, business, industry or other special land uses. If proposed use is unknown, designate as unrestricted. Where a proposed site in the area taken in by a proposed addition or subdivision is planned for a school, park or public building such site shall be reserved on the preliminary plat for the proposed facility.~~
 - ~~(17) Limits of the 25-year and 100-year floodplain for all waterways draining 50 acres or more.~~
 - ~~(18) Statement that the preliminary plat conforms to the adopted concept plan.~~

~~(19) Statement outlining the estimated average, single family lot size and the estimated range of lot sizes by grouping of:~~

- ~~a. Less than 7,500 square feet;~~
- ~~b. 6,000 — 7,500 square feet;~~
- ~~c. 7,500 — 9,000 square feet; or~~
- ~~d. 9,000 plus square feet.~~

~~(c) — Director of planning to certify information. The director of planning or his designated representative will certify that all of the above information is on the plat submitted, and incomplete submittals will be returned to the developer prior to submittal to the planning and zoning commission. Completeness review. The Administrator shall initiate a completeness review of all information submitted within subsection (b) within ten (10) business days of the application submission. Submittal of the application for a completeness review is not regarded as an official filing of the application.~~

~~(d) — Planning and zoning commission to review within 30 days. The planning and zoning commission shall review the preliminary plat, and within 30 days after the date the plat is filed, act upon said plat as submitted or as modified and, if approved, shall express its approval as conditional approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and the reasons therefor. At the meeting during which the preliminary plat comes up for review, the party submitting such plan shall appear in person or by agent or by attorney. Completeness review process. If deemed compliant by the Administrator, it will enter the first submittal review phase in subsection (e). If deemed noncompliant by the Administrator, the applicant will be notified in writing of the reasons for noncompliance. The applicant shall have one (1) opportunity to submit information to address the noncompliance within six (6) calendar months of the date. Failure to meet the deadline date or address all Administrator issues within the one (1) opportunity shall expire the application.~~

~~State Law reference — Similar provision, V.T.C.A., Local Government Code § 212.009.~~

~~(e) — Planning and zoning commission to note its action. The planning and zoning commission shall note its action and conditions, if any, on four copies of the preliminary plat. Submittal review process. Submittal review is as outlined below:~~

~~(1) First submittal. The DRC shall review the first submittal within thirty (30) calendar days of the compliant sufficiency review and submit comments to the applicant in writing by the end of this timeframe.~~

~~(2) Response of applicant. The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead. This shall also include revised documentation showing the comment has been addressed by the applicant.~~

~~(3) Second & third submittals. The second and third submittals, if needed, shall be reviewed by the DRC within thirty (30) calendar days of the applicant's submittal to the City. For these submittals, response shall be required as stated in subsection (2).~~

~~(4) Scheduling of public hearing. Upon the closing of all DRC comments or reaching the third submittal by the applicant, the Plat will be scheduled for a public hearing.~~

- (f) ~~*Distribution of plat copies.* Of the four copies, one shall be returned to the subdivider, one shall be filed with the director of planning, one shall be furnished to the building official, and one shall be retained by the planning and zoning commission. *DRC review requirements.* The DRC shall review the plan for consistency with the Comprehensive Plan, concept plan, Construction Standards Manual, Zoning ordinance, traffic impact analysis, other public plans, City codes, policies and plans during the submittal review process and then release comments and concerns to the applicant. Within the City limits the zoning of the tract shall permit the uses proposed by the Plat, or a zoning amendment necessary to permit the proposed uses shall be required prior to approval of the Plat.~~
- (g) ~~*Authority to proceed.* Approval of the preliminary plat does not constitute acceptance of the subdivision, but is authority to proceed with the preparation of the final plat. Any work done on the subdivision before the final plat is accepted and recorded is done at the risk of the subdivider. Approval of a preliminary plat expires at the end of three years. The planning and zoning commission may, if a written request from the subdivider is received prior to the end of the three-year period, grant an extension for up to one additional year. If any major changes are required by the planning and zoning commission, the commission may require submission of another preliminary plat. *Noticing requirements.* There shall be no required notice.~~
- (h) ~~*Findings of Fact.* The approval authority shall base their decision on whether the plan is in general conformance with the concept plan, whether there is adequate water, sewer, and roadway capacity to serve the proposal, whether appropriate protections where made for significant and heritage trees, and whether it is compatible to any development patterns in relation to contiguous parcels.~~
- (i) ~~*Decision options and vesting.* The approval authority has the option to approve, approve with conditions, deny, or continue the item with concurrence of the applicant. Upon denial, the application expires. Preliminary plat approval does not ensure approval of a final plat failing to meet specific requirements of this Ordinance, and approval does not comprise any vesting of development rights or any assurance that permits of any kind will be issued.~~
- (j) ~~*Appeals.* An appeals application must be filed with the Department within ten (10) business days from the Commission hearing date. The appeal will be heard by the City Council in a format with public notice as stated in subsection (g). The Council shall affirm or reverse the Commission based on their interpretation of subsection (h). The appeal will be heard by the Council within thirty (30) calendar days of filing.~~
- (k) ~~*Approval Expiration.* The approval of a plat shall expire two (2) years after approval by the approval authority, unless a final plat on all, or a portion of, the land is approved prior to such expiration date and additional final plats are approved in not greater than two (2) year intervals from approval of the previous preliminary plat until all of the land is included within the approved preliminary plat. These additional final plats must include a minimum ten percent (10%) of land area in the preliminary plat.~~
- (l) ~~*Modification to approved preliminary plat.* Any proposed changes to the approved preliminary plat shall require a modification to that approved plat which follows this Section. Any applications relating to final plats shall not be accepted until such time as the preliminary plat modification has been approved.~~
- (m) ~~*Tree preservation standards.* The protection of significant and heritage trees, in general, shall be considered in the layout of streets, drainage improvements, utilities and lots. The approval authority may call for the relocation of any improvement to save a significant or heritage tree as shown on a tree survey. Tree removal shown shall constitute the City's approval to remove a significant or heritage tree. Tree protection zones shall be shown on the plans for any preserved significant or heritage trees.~~

(n) Potential mitigation for significant or heritage tree removal. The removal of heritage and significant trees shall require mitigation using the calculations and procedures defined below. Mitigation may be achieved through replacement trees planted on-site or payment-in-lieu of replacement trees. A payment-in-lieu can only be utilized when replacement is not possible or practical.

- (1) Mitigation shall be required at a 1:1 caliper inch basis for significant trees between ten (10) and fourteen (14) caliper inches and a removal fee per caliper inch.
- (2) Mitigation shall be required at a 2:1 caliper inch basis for significant trees that are between fifteen (15) caliper inches and nineteen (19) caliper inches and a removal fee per caliper inch.
- (3) Mitigation shall be required at a 3:1 caliper inch basis for heritage trees and a removal fee per caliper inch.
- (4) A payment-in-lieu of replacement trees in accordance with the fee schedule, the fee shall be per caliper inch of replacement tree.
- (5) Replacement trees shall be a minimum of two (2) caliper inches and identified by Texas A&M Forest Service as a native tree.

(Code 1990, ch. 8, § 5(B))

Sec. 36-31. - Final plat.

- (a) Required copies; filing deadline. The subdivider shall provide one reproducible and 15 legible white print copies of the final plat, outlined in the current final plat checklist, to the planning and zoning commission after the preliminary plat has been approved and all required changes and alterations thereto have been made. An electronic version shall be sent to the planning department and the city's engineer. Preliminary plan approval. Preliminary plat must be approved before any associated final plats can be filed with the City.
- (b) Exceptions to previous required filings. No final plat will be considered unless a concept plan and preliminary plat has first been submitted and approved, except: Format, content, documentation, and certifications on plat. See final plat application packet. The applicant is responsible for full completion of the final plat application packet.
 - (1) The requirement for a concept plan may be waived, in writing, by the director of planning if in his opinion the proposed subdivision requires no new streets or utilities and has an established land use by either existing zoning or existing development; and
 - (2) When the requirement for a concept plan is waived in accordance with subsection (b)(1) of this section, the applicant shall provide a list of adjacent property owners outlined in section 36-29(b) and a public hearing shall be held by the planning and zoning commission in conjunction with its consideration of the preliminary plat.
- (c) Time requirements for filing. The final plat shall be filed with the director of planning at least 15 days prior to the meeting at which approval is requested. Completeness review process. The Administrator shall initiate a completeness review of all information submitted within subsection (b) within ten (10) business days of the application submission. Submittal of the application for a completeness review is not regarded as an official filing of the application. If deemed compliant by the Administrator, it will enter the first submittal review phase in subsection (d). If deemed noncompliant by the Administrator, the applicant will be notified in writing of the reasons for

noncompliance. The applicant shall have one (1) opportunity to submit information within six (6) calendar months of the date. Failure to meet the deadline date or address all Administrator issues within the one (1) opportunity shall expire the application.

- ~~(d) —Annexation. Where land to be subdivided lies outside the existing city limits a final plat shall be accompanied by a petition for annexation; except where the director of planning Administrator determines, in writing, that the city does not wish to annex or is not capable of annexing the subject land at the time the application for final plat approval is requested.~~
- ~~(e) —Plat to be accompanied by application for zoning. Where land that is to be subdivided lies outside the existing city limits and is to be annexed and requires original zoning; or where land to be subdivided lies within the existing city limits and requires rezoning for the uses proposed in the concept plan, a final plat shall be accompanied by a zoning request which shall be in conformance with the preliminary plat and concept plan approved by the planning and zoning commission.~~
- ~~(fd) Plat requirements. The final plat shall be drawn in India ink on tracing cloth, Mylar or a comparable substitute, sheets 24 inches by 30 inches, and to a scale of one inch equals 100 feet. Where more than one sheet is required, an index sheet of maximum size, 18 inches by 24 inches shall be filed showing the entire subdivision. The following information will be shown on or will accompany the plat: Submittal review process. Submittal review is as outlined below:~~
- ~~(1) —A title including the following: First submittal. The DRC shall review the first submittal within thirty (30) calendar days of the compliant sufficiency review and submit comments to the applicant in writing by the end of this timeframe.~~
- ~~a. —The name of the subdivision;~~
- ~~b. —The name of the landowner or owners;~~
- ~~c. —The name of the registered engineer or registered public surveyor responsible for the preparation of the plat;~~
- ~~d. —The scale and location of the subdivision with reference to an original corner of the original survey of which said land is a part;~~
- ~~e. —The date, north point; and~~
- ~~f. —The total acres in the subdivision.~~
- ~~(2) —The certificate of the registered engineer or licensed surveyor who surveyed, mapped and monumented the land shall be placed on the face of the plat as follows: Response of applicant. The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead. This shall also include revised documentation showing the comment has been addressed by the applicant.~~

The State of Texas
Know All Men by These Presents
County of Bastrop or Travis County

That I, _____, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Elgin, Texas.

	
Signature and Seal of Registered Engineer or Surveyor	

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- (3) Second & third submittals. The second and third submittals, if needed, shall be reviewed by the DRC within thirty (30) calendar days of the applicant's submittal to the City. For these submittals, response shall be required as stated in subsection (2).
- ~~(4) A certificate of ownership and dedication to the public of all streets, easements, alleys, parks, playgrounds, or other dedicated public uses, signed and acknowledged before a notary public by the owners and any holders of liens against the land and shall be placed on the face of the plat.~~
- ~~(4) An accurate on-the-ground boundary survey of the property with bearings and distances and showing the lines of all adjacent land, streets, easements, and alleys with their names and width. (Street, alleys and lot lines in adjacent subdivision shall be shown dashed.) All necessary data to reproduce the plat on the ground must be shown on the plat. Scheduling of public hearing. Upon the closing of all DRC comments or reaching the third submittal by the applicant, the Plat will be scheduled for a public hearing.~~
- ~~(1) -~~
- ~~(2) (5) A certificate of approval to be signed by the chairperson and secretary of the planning and zoning commission shall be placed on the face of the plat.~~
- ~~(3) (6) The plat shall show all existing features within the area being subdivided, such as existing watercourses, railroads, width of streets, alleys and easements to be retained and other physical features deemed pertinent to the subdivision.~~
- ~~(4) (7) Streets, alleys and easements that are to be dedicated shall be shown with the following engineering data:~~
- ~~(5) a. For streets. Complete curve data (delta, length of curve, radius, point of curvature, point of reverse curvature, point of tangency) shown on the centerline of on each side of the street; length and bearing of all tangents; dimensions from all angle points of curve to an adjacent side lot line shall be provided. The number of feet of roadway shall also be shown on the plat.~~
- ~~(6) b. For watercourses and easements. Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Traverse line to be provided along the edge of all large watercourses in a convenient location, preferably along a utility easement if paralleling the drainage easement of stream.~~
- ~~(7) (8) Lot and block lines and numbers of all proposed lots and blocks with complete dimensions for front, rear and side lot lines.~~
- ~~(8) (9) Building setback lines shall be shown on all lots.~~
- ~~(9) (10) Two sets of plans and specifications prepared by a registered engineer shall be provided for the installation of water, sewer, paving and drainage, and said plans and specifications must be approved by the city engineer prior to the beginning of any construction of the subdivision.~~
- ~~(10)(11) A receipt showing that all taxes have been paid shall be submitted with the final plat.~~

~~(11)(12) — The planning and zoning commission shall be satisfied that the subdivider will be in a financial position to install or cause to be installed at his own cost, risk, and expense all of the improvements herein required. The planning and zoning commission may require such security as it in its sole and absolute discretion may deem best in order to ensure the orderly development within any subdivision, specifically including, but not limited to:~~

~~(12)a. — A performance bond equal to the estimated cost of the improvements;~~

~~(13)b. — A bank letter of credit; a personal guarantee; or~~

~~(14)c. — By requiring the subdivider to grant a lien upon the property contained in such subdivision in favor of the city to secure the estimated costs of such improvements.~~

~~(15) It is expressly understood that as a condition to the approval of said subdivision, no sales will be completed until all utilities are installed and all other improvements required by this chapter are made within the block in which said lot is contained.~~

~~(16)(13) — Drainage easements to cover the limits of the 25-year floodplain.~~

~~(17)(14) — Limits of the 100-year floodplain.~~

~~(18)(15) — Minimum finished floor slab elevations, at a minimum of one foot above the 100-year floodplain level, for all lots adjacent to or affected by the floodplain.~~

~~(19)(16) — A certificate of a registered professional engineer shall be placed on the face of the plat as follows:~~

State of Texas	)(	
County of Bastrop/Travis	)(	
I, _____, do hereby certify that the information contained on this plat comply with the subdivision ordinances and the stormwater drainage policy adopted by the City of Elgin, Texas.		

Signature and Seal of Registered Professional Engineer		

(e) DRC review requirements. The DRC shall review the plan for consistency with the Comprehensive Plan, Concept Plan, Construction Standards Manual, traffic impact analysis, zoning ordinance, other public plans, City codes, policies and plans during the submittal review process and then release comments and concerns to the applicant.

(f) Noticing requirements. There shall be no noticing requirements.

(g) Findings of Fact. The approval authority shall base their decision on whether it is in compliance with the preliminary plat.

(h) Decision options. The approval authority has the option to approve, approve with conditions, deny, or continue the item with concurrence of the applicant. Upon denial, the application expires.

(ki) Appeals. An appeals application must be filed with the Department within ten (10) business days from the approval authority hearing date. The appeal will be heard by the Council in accordance with subsection (f). The Council shall affirm or reverse the Commission based on their interpretation of subsection (g). The appeal will be heard by the Council within thirty (30) calendar days of filing.

■

(j) Approval Expiration. The approval of a final plat shall expire two (2) years after approval by the approval authority, unless the final plat is recorded with the County.

Sec. 36-32. – Re-plat.-

(a) Format, content, documentation, and certifications on plat. See re-plat application packet. The applicant is responsible for full completion of the re-plat application packet.

(b) Completeness review, completeness review process, submittal review process, DRC review requirements. In accordance with Sec. 36-31.

(c) Noticing requirements. Noticing shall be as indicated in Sec. 36-29(h), except that noticing shall state that a re-plat request is pending and shall include the date, time, and place of the public hearings and a description of the matter under consideration. The City shall complete and certified mail the individual notices.

(d) Findings of fact, decision options, appeals, approval expiration, recording of the plat. In accordance with Sec. 36-31, except that noticing requirements in Sec. 36-29(h) must be followed in cases of appeals.

Sec. 36-33. Amending plat.

(a) Format, content, documentation, and certifications on plat. See amending plat application packet available at the City. The applicant is responsible for full completion of the amending plat application packet.

(b) Completeness review. The Administrator shall initiate a completeness review of all information submitted within subsection (a) within –ten (10) business days of the application submission. Submittal of the application for a completeness review is not regarded as an official filing of the application.

(c) Completeness review process. If deemed compliant by the Administrator, it will enter the first submittal review phase in subsection (d). If deemed noncompliant by the Administrator, the applicant will be notified in writing of the reasons for noncompliance. The applicant shall have one (1) opportunity to submit information to address the noncompliance within six (6) calendar months of the date. Failure to meet the deadline date or address all Administrator issues within the one (1) opportunity shall expire the application.

(d) Submittal review process. Submittal review is as outlined below:

(1) First submittal. The DRC shall review the first submittal within thirty (30) calendar days of the compliant sufficiency review and submit comments to the applicant in writing by the end of this timeframe.

(2) Response of applicant. The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead. This shall also include revised documentation showing the comment has been addressed by the applicant.

(3) Second & third submittals. The second and third submittals, if needed, shall be reviewed by the DRC within fifteen (15) calendar days of the applicant's submittal to the City. For these submittals, response shall be required as stated in subsection (2). The Administrator shall approve if no outstanding comments remain and deny if there are outstanding comments after the applicant has submitted for the third submittal.

(e) DRC review requirements, noticing requirements, findings of fact. In accordance with Sec. 36-31.

(f) Decision options. The approval authority has the option to approve, approve with conditions, or deny. Upon denial, the application expires.

(g) Appeal. An appeals application must be filed with the Department within ten (10) business days from the date of hearing by the Council. The Council shall affirm or reverse the approval authority based on their interpretation of Section 36-31(g). The appeal will be heard by the Council within thirty (30) calendar days of filing.

(i) Approval Expiration. The approval of a Plat shall expire one (1) year after approval by the approval authority.

(j) Recording of the plat. In accordance with Sec. 36-31.

Sec. 36-34 – Short form plat.

(a) Format, content, documentation, and certifications on plat. See short form application packet. The applicant is responsible for full completion of the short form application packet.

(b) Completeness review, completeness review process, submittal review, In accordance with Sec. 36-33.

(c) DRC review requirements, noticing requirements, decision options, & findings of fact. In accordance with Sec. 36-31.

(d) Appeal, approval expiration. In accordance with Sec. 36-33.

(e) Recording of the plat. In accordance with Sec. 36-31.

Sec. 36-35 – Plat vacation.

(a) Format, content, documentation, and certifications on plat. See plat vacation application packet available at the City. The applicant is responsible for full completion of the plat vacation application packet.

(b) Completeness review & completeness review process. In accordance with Sec. 36-33.

(c) Submittal review, DRC review requirements, noticing requirements, findings of fact, decision options, and appeal: In accordance with Sec. 36-31.

(d) *Approval expiration.* The approval of a vacation shall expire one (1) year after approval by the approval authority, unless the vacation is recorded with the County.

(e) *Recording of plat.* In accordance with 36-31.

Sec. 36-36 – Subdivision Construction Plans

(a) *Purpose.* Construction plans consisting of detailed specifications and diagrams illustrating the location, design, and composition of all improvements required by this Chapter shall be submitted to the City. In addition, any project that necessitates the construction, reconstruction or modification of existing City infrastructure shall also require subdivision construction plan approval by the City. The plans shall be kept by the City as a permanent record of required improvements in order to:

(1) Provide better records that facilitate the operation and maintenance of, and any future modifications to existing City infrastructure.

(2) Provide data for evaluation of materials, methods of construction and design.

(3) Provide documentation of approved public improvements to ensure that all such improvements are built to the City Construction Standards for City improvements and the applicable construction manual for non-City related improvements.

(b) *Content.* Plans shall include all on- and off-site improvements required to serve the proposed development as indicated on the approved preliminary plat and in compliance with applicable ordinances, codes, standards and policies of the City, and other applicable governmental entities.

(c) *Preliminary plat approval required.* A construction plan cannot be filed with the City unless a preliminary plat for the area has been approved by the approval agency.

(d) *Construction plan standards in place before recording a final plat or re-plat.* A final plat or re-plat cannot be recorded until construction plans are approved by the City, improvements are in place in accordance with plan to the satisfaction of the City, all necessary inspections have been passed by the City, and as-builts have been received and approved by the City. If allowed by the City, a performance fiscal, in accordance with Sec. 36-51, can be provided by the applicant in order to allow for recording.

(e) *Format, content, documentation, and certifications on plan.* See subdivision construction application packet available at the City. The applicant is responsible for full completion of the subdivision construction application packet.

(f) *Completeness review.* The Administrator shall initiate a completeness review of all information submitted within subsection (e) within ten (10) business days of the application submission. Submittal of the application for a completeness review is not regarded as an official filing of the application.

(g) *Completeness review process.* If deemed compliant by the Administrator, it will enter the first submittal review phase in subsection (h). If deemed noncompliant by the Administrator, the applicant will be notified in writing of the reasons for noncompliance. The applicant shall have one (1) opportunity to submit information to address the noncompliance within six (6) calendar months of the date. Failure to meet the deadline date or address all Administrator issues within the one (1) opportunity shall expire the application.

(h) *Submittal review process.* Submittal review is as outlined below:

- (1) First submittal. The DRC shall review the first submittal within thirty (30) calendar days of the compliant sufficiency review and submit comments to the applicant in writing by the end of this timeframe.
- (2) Response of applicant. The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead. This shall also include revised documentation showing the comment has been addressed by the applicant.
- (3) Second & third submittals. The second and third submittals, if needed, shall be reviewed by the DRC within thirty (30) calendar days of the applicant's submittal to the City. For these submittals, response shall be required as stated in subsection (2). The DRC shall approve if no other outstanding comments remain and deny if there are outstanding comments after the applicant has submitted for the third submittal.
- (i) DRC review requirements. The DRC shall review the plan for consistency with the concept plan, preliminary plat, Construction Standards Manual, traffic impact analysis, other public plans, City codes, policies and plans during the submittal review process and then release comments and concerns to the applicant.
- (j) Texas Dept. of Licensing and Regulation (TDLR) review requirements. All plans must comply with the Texas Accessibility Standards administered by TDLR and the Americans with Disabilities Act of 1990, as amended. The developer shall submit applicable portions of the subdivision improvement construction plans to the TDLR for review. The City will not approve public improvements until the applicant provides evidence that the plans have been reviewed and approved by the TDLR.
- (k) Noticing requirement.- There shall be no required notice.
- (l) Appeals. There shall be no appeals standards.
- (m) Approval Expiration. The approval of a plan shall expire two (2) years after approval by the approval authority.
- (n) Modification to approved plan. Any proposed changes to the approved plans shall require a modification to that approved plan which follows this Section. Any modifications to plans may necessitate filing of additional applications, in which they must be approved before a plan modification can be approved by the City.
- (o) Approval of construction plans. Once the DRC has signed off all comments in accordance with subsection (h), the Administrator, City Engineer, and other applicable non-City utilities will sign the plans in accordance with standards in subsection (e). This shall constitute approved construction plans.
- (p) Pre-construction meeting required. A pre-construction meeting is required after approval of construction plans. Attendance should include the owner, the applicant, the applicant's designated engineer, other professionals as required by the applicant, the Administrator and any other members of the City staff as may be appropriate. Required items to be brought to meeting is in accordance with the City's agenda for the meeting. Failure to provide this information at the time of meeting is grounds for cancelation and rescheduling.
- (q) Inspections of improvements. Inspections shall occur as below:

- (1) *Inspections list and inspections required.* The City shall inspect all required improvements, including but not limited to, street, drainage, water, wastewater and re-vegetation improvements and erosion controls used during construction to insure compliance with City requirements and the approved plans. A list of applicable inspections shall be more fully covered during the pre-construction meeting and electronically on the City's permitting system.
- (2) *Setting up inspections, payment, and timeframes.* An applicant shall contact the City to set up any required inspections and pay any required fees. Any fees must be paid before the City will set up the inspection. The City shall inspect the improvement within three (3) business days of contact to the City.
- (3) *Right of entry and inspection.* The City shall have the right to enter upon the construction site for the purpose of conducting inspections. The City shall conduct inspections of the public improvements during construction to ensure general conformity with plans and specifications as accepted. If the City finds upon inspection that any of the improvements have not been constructed in accordance with this Chapter, then the applicant shall be responsible for making the necessary changes to insure compliance.
- (4) *City response to inspection.* The City shall issue written approval or denial of an improvement. If denied a checklist will be created that lists all deficiencies to be corrected. The applicant will be responsible for rescheduling an inspection in accordance with subsection (2).
- (5) *Disclaimer and responsibility of applicant.* Inspection by the City, or a failure of the City to inspect construction as required herein, shall not in any way impair or diminish the obligation of the applicant to install improvements in the subdivision in accordance with the City's Construction Standards Manual or to the standards of the City Engineer.

Sec. 36-37 - Subdivision Variance.

(a) *Format, content, documentation, and certifications.* Shall be as follows:

- (1) See subdivision variance application packet. The applicant is responsible for full completion of the subdivision variance application packet.
- (2) Approved variances shall be placed within the notes on any plat.
- (3) A variance must be approved before any plat can be approved by the City.

(b) *Completeness review.* The Administrator shall initiate a completeness review of all information submitted within subsection (a) within ten (10) business days of the application submission. Submittal of the application for a completeness review is not regarded as an official filing of the application.

(c) *Completeness review process.* If deemed compliant by the Administrator, it will enter the first submittal review phase in subsection (d). If deemed noncompliant by the Administrator, the applicant will be notified in writing of the reasons for noncompliance. The applicant shall have one (1) opportunity to submit information to address the noncompliance within six (6) calendar months of the

date. Failure to meet the deadline date or address all Administrator issues within the one (1) opportunity shall expire the application.

(d) *Submittal review process.* Submittal review is as outlined below:

(1) *First submittal.* The DRC shall review the first submittal within thirty (30) calendar days of the compliant sufficiency review and submit comments to the applicant in writing by the end of this timeframe.

(2) *Response of applicant.* The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead. This shall also include revised documentation showing the comment has been addressed by the applicant.

(3) *Second & third submittals.* The second and third submittals, if needed, shall be reviewed by the DRC within thirty (30) calendar days of the applicant's submittal to the City. For these submittals, response shall be required as stated in subsection (2).

(4) *Scheduling of public hearing.* Upon the closing of all DRC comments or reaching the third submittal, the application will be scheduled for a public hearing.

(e) *DRC review requirements.* The DRC shall review the plan for consistency with the Comprehensive Plan, other public plans, City codes, policies and plans during the submittal review process and then release comments and concerns to the applicant.

(f) *Noticing requirements.* In accordance with Sec. 36-29(h), except that noticing shall state that a subdivision variance request is pending and shall include the date, time, and place of the public hearings and a description of the matter under consideration. The City shall complete and certified mail the individual notices.

(g) *Findings of Fact.* In considering, the approval authority may prescribe such conditions that it deems necessary or desirable in the public interest. No Variance shall be granted unless the approval authority finds:

(1) That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this Ordinance would have a substantial adverse impact on the applicant's reasonable use of his land;

(2) That the granting of the variance will not be detrimental to the public interest, health, safety or welfare, or injurious to other property in the area; and

(3) That the granting of the variance is in harmony with the general purpose and intent of this Ordinance so that the public health, safety and welfare may be secured and substantial justice served.

(4) That the proposed hardship is not caused by the owner and/or is not for economic reasons.

(h) *Decision options.* The approval authority has the option to approve, approve with conditions, continue upon concurrence of the applicant, or deny. Upon denial, the application expires.

(i) *Compliance with variance.* The applicable plat must comply with all conditions and requirements of the variance where these vary with this Chapter.

(j) Appeals. An appeals application must be filed with the Department within ten (10) business days from the approval authority hearing date. The appeal will be heard in a public hearing format with public notice as stated in subsection (f). The Council shall affirm or reverse the approval authority based on their interpretation of subsection (g). The appeal will be heard by the Council within thirty (30) calendar days of filing.

(k) Approval Expiration. The approval shall expire two (2) years after approval by the approval authority.

Sec. 36-39. – As-builts.

(a) Format, content, documentation, and certifications on plan. See as-built application packet. The applicant is responsible for full completion of the as-built application packet.

(b) Completeness review, completeness review process. In accordance with Sec. 36-36.

(c) Submittal review process. In accordance with Sec. 36-36.

(d) DRC review requirements. The DRC shall review the plan for consistency with subdivision construction plans.

(e) Noticing requirement and appeals. In accordance with Sec. 36-36.

(f) Approval Expiration. None.

(g) Approval of as-builts. Once the DRC has signed off all comments in accordance with subsection (d), the Administrator, City Engineer, and other applicable non-City utilities will sign the plans in accordance with standards in subsection (d). This shall constitute approved as-builts.

(Code 1990, ch. 8, § 5(C))

Secs. 36-~~3240~~—36-50. - Reserved.

ARTICLE III. - GENERAL REQUIREMENTS AND STANDARDS

DIVISION 1. - GENERALLY

Sec. 36-51. - ~~Subdivider to retain an engineer; other requirements.~~ Standards and Usage of Performance Fiscal

(a) ~~Responsibilities of engineer.~~ The subdivider shall retain the services of an engineer, registered in the state, whose seal shall be placed on each sheet of the drawings, and who shall be responsible for the design and inspection of the drainage, roads and streets, and sewer and water facilities within the subdivision. The services performed by the engineer shall be as designated in the 1967 issue of "Manual of Professional Practice — General Engineering Service," published by the state society of professional engineers, and shall include both design and inspection as defined therein. ~~Options for Performance Fiscal.~~ The City may waive the requirement that the applicant complete all improvements required by this Chapter prior to the recording of the approved Final Plat, contingent upon securing from the developer a guarantee for completion of all required improvements, including the City's cost for collecting the guaranteed funds and administering the completion of improvements, in the event the developer defaults. Such guarantee shall take one (1) of the following forms:

(1) Performance Bond. The developer shall post a performance bond with the City in an amount equal to one hundred and twenty-five percent (125%) of the estimated construction costs for all remaining required improvements, using the standard City form.

- (2) Escrow Account. The developer shall deposit cash, or other instrument readily convertible into cash at face value, either with the City, or in escrow with a financial institution. The use of any instrument other than cash shall be subject to the approval of the City. The amount of the deposit shall equal one hundred and **twenty-five** percent (125%) of the estimated construction costs for all remaining required improvements. In the case of any escrow account, the developer shall file with the City an agreement between the financial institution and the developer guaranteeing the following:
- a. That the funds of said escrow account shall be held in trust until released by the City and may not be used or pledged by the developer as security in any other matter during that period.
 - b. That in the case of a failure on the part of the developer to complete said improvements, the financial institution shall immediately make the funds in said account available to the City for use in the completion of those improvements.
 - c. Such escrow account agreement shall be prepared using the standard City form.
- (3) Letter of Credit. The developer shall provide a letter of credit from a financial institution. This letter shall be submitted to the City and shall certify the following:
- a. That the creditor does guarantee funds equal to one hundred and **twenty-five** percent (125%) of the estimated construction costs for all remaining required improvements.
 - b. That, in the case of failure on the part of the **applicant** to complete the specified improvements within the required time period, the creditor shall pay to the City immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.
 - c. That this letter of credit may not be withdrawn, or reduced in amount, until approved by the City.
 - d. Such Letter of Credit shall be prepared using the standard City form.
- (4) Cost Estimates. A professional engineer licensed to practice in the State shall furnish estimates of the costs of all required improvements to the City Engineer who shall review the estimates in order to determine the adequacy of the guarantee instrument for insuring the construction of the required facilities.
- (5) Surety Acceptance. The bank, financial institution, insurer, person or entity providing any letter of credit, bond or holding any escrow account, pursuant to this Chapter, shall meet or exceed the minimum requirements established by the City and shall be subject to approval by the City.
- (6) Sufficiency. Such surety shall comply with all statutory requirements and shall be satisfactory to the City Attorney as to form, sufficiency, and manner of execution as set forth in this Chapter. All such surety instruments shall be both a payment and performance guarantee.

(b) ~~Subdivider to file either letter of credit or performance bond prior to approval of final plat. Prior to approval of the final plat, the subdivider shall file with the city engineer either an irrevocable letter of credit issued by a banking or other financial institution authorized to do business in the state or a performance bond executed by a corporate surety licensed to do business in the state, in an amount equal to the cost of the uncompleted and unaccepted improvements required by this chapter, as estimated by the city engineer, conditioned that the subdivider will complete such improvements within two years from the date of final plat approval. Such letters of credit and bonds shall conform to forms approved by the city council.~~ Failure to Complete Improvements. In those cases where a performance fiscal has been required and improvements have not been completed, the City may declare the developer and/or performance surety to be in default and require that all the improvements be installed within a given timeframe. The applicant shall be liable for the cost that exceeds the amount of fiscal security, if any.

(c) Reduction of performance fiscal. This is as denoted below.

- (1) A performance fiscal may be reduced, upon actual construction of required improvements by a ratio that the improvement bears to the total public improvements required for the subdivision, as determined by the City Engineer.
- (2) Before the City shall reduce said performance fiscal, the developer shall provide a new surety instrument in an amount equal to one hundred and ~~twenty-five~~ percent (125%) of the estimated cost of the remaining required improvements, and such new surety instrument shall comply with this Chapter.
- (3) The substitution of a new surety instrument shall in no way change or modify the terms and conditions of the performance surety instrument or the obligation of the developer as specified in the performance surety instrument.
- (4) In no event shall a surety instrument be reduced below ~~twenty-five~~ percent (25%) of the principal amount of the original estimated total costs of improvements for which surety was given, prior to completion of all required improvements.

(d) Release of performance fiscal. The performance fiscal security shall be released only upon the City's approval of the as-builts.

(Code 1990, ch. 8, § 6(A)(1), (2))

~~Sec. 36-52. -- Requirements prior to final acceptance for maintenance.~~

~~Prior to final acceptance for maintenance of the completed improvements by the city council, the subdivider shall file with the city engineer the following:~~

- ~~(1) Either a one-year warranty bond executed by a corporate surety licensed to do business in the state, conditioned that the improvements are free from defects in materials and workmanship, or a letter of credit from a banking or other financial institution authorized to do business in the state, committing funds for the correction and repair of any defects in materials or workmanship; said bonds or letters of credit shall be in the amount of ten percent of the contract price, and they shall conform to forms approved by the city council; and~~
- ~~(2) One set of reproducible as-built plans for each project, which further contains or has attached thereto a certificate of a registered professional engineer in substantially the following form:~~

State of Texas	)(	
County of Bastrop	)(	
County of Travis	)(	
I, _____, do hereby certify that the improvements as built and as described herein comply with the subdivision ordinances and stormwater drainage policy adopted by the City of Elgin, Texas.		

	Signature and Seal of Registered Professional Engineer	

~~(3) An affidavit from the subdivider stating that to the best of his information and belief, the contractor has complied with the regulations contained in this chapter.~~

~~(Code 1990, ch. 8, § 6(A)(3))~~

Sec. 36-52. – Maintenance Fiscal

- (a) Requirement. A maintenance fiscal shall be required when facilities are requested for City acceptance.
- (b) Minimum amount and statement of construction value. Shall be in an amount equal to twenty percent (20%) of the cost of improvements for the first two (2) calendar years. A statement of construction value as sealed by the applicant's engineer and approved by the City Engineer shall be provided to the City to support fiscal amount.
- (c) Use of fiscal. In an instance where a fiscal has been posted and a defect or failure of any required improvement occurs within the period of coverage, the City may call said bond or surety instrument in accordance with its terms and complete or repair the improvements.
- (d) Extension of fiscal time frame and new fiscal required when defect/failure occurs. Whenever a defect or failure of any required improvement occurs within the period of coverage and less than one (1) full year of coverage remains, the City shall require that a new fiscal be posted for a period of one (1) full calendar year sufficient to cover the corrected defect or failure.

Sec. 36-53. – Roadway adequacy standards.

(a) *Purpose and Intent.* The purpose and intent of these regulations are as below:

(1) An adequate network of collector and arterial streets must support new development within the urban area.

(2) Collector and arterial streets are an essential component of the City's street network and are necessary to accommodate the continuing growth and development of the City.

(3) It is necessary and desirable to obtain rights-of-way for off-site, abutting and internal collector and arterial streets to support new development at the time of planning and/or platting.

(4) There must be a rough proportionality between the traffic impacts created by a new development and requirements placed on the property owner to dedicate and improve off-site, abutting and internal collector and arterial streets to City standards.

(5) The City desires to assure both that development impacts are mitigated through contributions of collector and arterial street rights-of-ways and improvements and that a development project contribute not more than its fair share of collector and arterial street costs.

(6) It is the City's intent to institute a procedure to assure that mandatory dedication of collector and arterial street rights-of-ways and construction requirements are proportional to the traffic demands created by a new subdivision.

(b) *Minimum road standards.*

(1) *Applicability.* All development shall provide for adequate roads to support proposed development through compliance with the following minimum standards governing dedication and improvement of internal and adjacent– streets. For purposes of this section, “adjacent streets” shall include streets abutting the proposed subdivision, whether located within the boundaries of the subdivision or within public rights-of-way.

(2) *Standards and specifications.* The property owner shall dedicate and improve all required rights-of-way for internal and adjacent arterial and collector streets required by these regulations.

(3) *Dedication and improvement of internal and adjacent thoroughfares.* For adjacent arterial and collector streets, the property owner shall dedicate and improve one-half of the right-of-way necessary to meet the specifications in this Chapter. The City may require additional land and improvements for rights-of-way for arterial and collector streets where necessary to achieve adequacy of the road network and where such additional land and improvements are proportional to the traffic impacts generated by the proposed development, depending on factors such as the impact of the development on the thoroughfare, the timing of development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner. In the case of adjacent frontage or service roads for state and federally designated highways, the property owner shall dedicate sufficient right-of-

way and make authorized improvements in order to provide an adequate road network to serve the subdivision.

(4) *Substandard street improvements.* Where an existing arterial or collector street does not meet the city's right-of-way or design standards abuts a proposed new development, the City may require the property owner to dedicate the right-of-way for a standard thoroughfare width, and to improve the street according to the dimensions and specifications in these regulations, depending on factors such as the impact of the development on the collector or arterial street, the timing of the development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner.

(5) *City participation in costs of improvement.* The City may participate in the costs of improvements required by this Section in order to achieve proportionality between the traffic impacts created by the proposed development and the obligation to provide adequate roadways. In such cases, the property owner shall be responsible for the entire initial costs of road improvements, including design costs. Reimbursement of the City's agreed share of the costs shall be made as funds become available. The construction of improvements and the provisions for participation in costs by the City shall be included in a development agreement.

(c) Traffic impact analysis.

(1) *Submittal standards.* Every development that will require subdivision construction plans and generates traffic in excess of fifty (50) average daily trips shall be accompanied by a traffic impact analysis based the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual, prepared in accordance with standard transportation engineering practices for purposes of determining the adequacy of the street network to serve the proposed development, and whether off-site road dedication and improvements should be made to mitigate the effects of the development proposed. In the event that land uses for the development are not specified at the time of application, the daily trip generation rate shall be computed based upon the maximum land use intensity allowed for the development.

(2) *Submission.* An initial traffic impact analysis shall be submitted with the concept plan or preliminary plat when a concept plan is not required. An updated traffic impact analysis shall be submitted with each final plat submitted for approval and shall be generally consistent with the initial traffic impact analysis. The initial traffic impact analysis shall be updated whenever the concept plan is modified to authorize more intensive development.

(3) The traffic impact analysis shall determine:

- a. Trips to be generated by the proposed development;
- b. Assignment of such trips to the road network analyzed;
- c. The capacity of affected arterial and collector streets before and after the proposed development;
- d. Specific recommendations for arterial and collector street improvements (including but not limited to turn lanes, acceleration/deceleration lanes, additional lanes,

controlled access) and traffic-control modifications needed to mitigate the traffic from the proposed development; and

- e. The development project's proportionate share of the costs of such improvements and modifications.

(4) Standards.

- a. The City Engineer shall determine the geographic area to be included in a TIA.
- b. A TIA must be performed under the supervision of a State licensed registered professional engineer.
- c. A TIA must describe the study methodology, the data used, and the study findings and provide recommendations based on the results.
- d. A TIA must be signed/sealed by a registered professional engineer (State of Texas) or other qualified individual responsible for the supervision of the study and preparation of the TIA.
- e. The TIA must meet the requirements of the City, County, and State for internal and adjoining arterials and collector streets. A scoping document shall be agreed upon by all parties prior to submitting the document. All parties, as applicable, must approve the document to consent approval by the City.

Sec 36-54. – Other Adequacy Facility Standards.

No subdivision construction plan shall be approved if there are inadequate facilities, as determined by the City Engineer, to serve the proposed subdivision. These facilities include but are not limited to on- and off-site water, wastewater, drainage, street, power, and communication facilities. The plans for improvements to provide adequate facilities shall be part of the subdivision construction plans. Adequate facility improvements may include but are not limited to the extension of off-site water and wastewater lines; construction of off-site water storage, off-site lift stations, off-site drainage easements and improvements.

Sec. 36-55. – Naming of subdivisions.

A subdivision name shall be unique, shall not imply a type of development or land use, and shall not duplicate the name of any other subdivision in the City or County in which it is located.

Sec. 36-56. – Tree Preservation.

No significant or heritage trees shall be removed until a tree preservation plan has been approved by the City through the preliminary plat. Significant and heritage trees may be removed only in accordance with the approved tree preservation plan, and trees must be protected during construction activities on the property in accordance with the approved tree preservation plan.

Sec. 36-57. – Verification of installation and active non-City utilities.

All utilities that are non-City owned and are necessary for the function of the subdivision, including but not limited to, electric, phone, internet, gas, propane and water, must provide a letter of certification signed by the applicable utility on their company letterhead indicating that all lines have been

installed in accordance with their standards and are active. It shall be provided at the time of as-built submittal to the City. All utilities shall be placed underground, no overhead utilities shall allowed unless otherwise approved by the Administrator.

Sec. 36-58. - Subdivision walls.

(a) Walls required. Where subdivisions are platted so that the back yards of residential lots are adjacent to a collector street, arterial street, or railroad, the developer shall construct walls between said back yards and said street or railroad.

(b) Standards. All walls shall conform to the following minimum standards:

(1) Professional standards. Where applicable, materials and installation of walls shall comply with the most recent edition of "Selected ASTM Standards for Fence Materials and Products". Such plans and specifications are to be submitted at the same time as other construction plans.

(2) Materials. Walls shall be constructed of the following materials: brick, natural stone, simulated stone, split-faced or architectural concrete masonry unit (CMU), decorative reinforced concrete.

(3) Height and design. Walls shall be eight (8) feet in height. The materials, color and design of walls shall be uniform within an approved preliminary plat. A finished side of all walls shall face the arterial or collector street.

(4) Distance from utilities. All walls shall be placed at least five (5) feet from any existing or proposed water line, reuse water line or wastewater line.

(5) Placement. All walls required herein shall be placed along the property line between the right-of-way and the adjoining private property and outside any easements.

(c) Miscellaneous provisions. Shall be as stated below.

(1) Detail plans for walls and associated landscaping including irrigation shall be submitted with the subdivision construction plans.

(2) Prior to the city's acceptance of the public improvements the developer must complete all walls required herein.

(3) Any wall and associated landscaping and irrigation approved with subdivision construction plans shall be maintained by an owner's association and will not be maintained by the City.

(4) Proper spacing to allow for non-automobile and pedestrian access may be placed within the wall to the satisfaction of the City.

Sec. 36-59 – Driveways and accessways.

(a) Single and two family development only: Driveways are permitted on local streets and are prohibited on collector or arterial streets unless the City determines no other access is possible.

(b) Multifamily and nonresidential development driveways: Are permitted on all streets; however, the driveways must have a minimum of 200 feet spacing between driveways on arterial streets and from the street centerline at an intersection unless the City determines that existing lot condition or other governmental regulations makes this impossible.

(c) Reciprocal access for non-residential or mixed use development: In order to internalize traffic flows between developments it shall be required that developers interconnect with other lots to the

determination of the City. The developer shall record any legal documents and provide documentation of existence before the City approves any final plat.

Secs. 36-~~53561~~—36-~~7776~~. - Reserved.

DIVISION 2. - STREETS

Sec. 36-77. – Naming.

- (a) Proposed street names shall not duplicate or closely duplicate (i.e. Main St. versus Seagrove Main Blvd.) with existing applicable County and City street names.
- (b) Where an extension of a street occurs across an intersection, the street extension shall retain the same name as the original street segment.

Sec. 36-78. - Arrangement.

~~Residential developments which introduce new street systems shall endeavor to avoid a grid design and shall be encouraged, within the framework of applicable ordinances, to plan street systems that offer curvilinear design while facilitating safe and adequate traffic circulation.~~

- (a) All streets that are stubbed out into the subject subdivision boundary shall be extended into the subdivision.
- (b) The subdivision shall provide for the extension of streets and existence of proposed streets within the subject subdivision boundary as identified in the Comprehensive Plan.
- ~~-(c) Residential subdivisions shall have at least one street stubbed-out into every adjacent un-platted property unless determined otherwise by the Administrator.~~
- (d) The classification and location of streets internal to the subdivision shall be determined and required by the Administrator as necessary to provide adequate circulation.
- (e) Local streets shall not intersect with arterial streets unless turning movements are physically constrained to a right in / right out condition, and only when approved by the City Engineer.
- (f) Subdivision access. All subdivisions greater than thirty (30) lots shall require a minimum secondary access.

(Code 1990, ch. 8, § 6(B)(1))

Sec. 36-79. - Street design criteria.

- (a) Soils investigation. The ~~subdivider~~ applicant shall, at his own expense, cause to be made a soils investigation by a qualified and independent geotechnical engineer licensed to practice in the state. The field investigation shall include test boring within the rights-of-way of all proposed streets. The number of locations of such boring shall be subject to the approval of the city engineer. Atterberg limits and moisture contents shall be determined for all significant boring samples. The method used for these determinations all be the same as those used by the state department of highways and public transportation using their latest Manual of Testing Procedures, 100-E series test methods. The results of the soil investigation shall be presented to the ~~subdivider~~ applicant and to the city engineer in written report form. Included as a part of the report shall be a graphical or tabular presentation of the boring data giving Atterberg limits and moisture contents, a soil description of the layers of

different soils encountered in the profile of the hole, their limits in relation to a fixed surface datum, and such other information as needed to complete the soils investigation for payment design purposes. Minimum depth of soil profile boring extends eighteen (18) inches behind of the back of the curb. Minimum thickness of flexible base included in the pavement design shall be eight-twelve (12) inches, for residential-local streets or meeting a design criteria of 200,000 ESAL's, or whichever is greater, twelve (12) inches for collector streets or meeting a design criteria of 2,000,000 ESAL's, or whichever is greater and eighteen (18) inches or meeting a design criteria of 2,000,000 ESAL's, or whichever is greater for major thoroughfare arterials unless otherwise specified by the city engineer. Minimum thicknesses of hot-mix, hot-lay asphalted concrete included in the pavement design shall be two (1½) inches for residential-local streets, two (2) inches for collector streets and three and a half (3½) inches for major thoroughfare classifications arterials. Street and alley pavements in commercial and industrial areas shall utilize the design criteria set forth herein for collector streets in the City Construction Standards and be constructed on concrete.

- (b) *Curb and gutter requirements.* All streets shall have concrete curbs per the City Construction Standards extending six inches above the pavement surface. Pavements with asphalt surfaces shall have an eighteen (18)-inch concrete gutter six inches thick, the entire concrete curb and gutter section shall be twenty four (24) inches wide. All valley gutters shall be of reinforced concrete and shall be six (6) feet wide and required where water crosses and intersection along the gutter line. Where valley gutters are constructed, pavement at the curb radii shall be squared off with reinforced concrete. Minimum curb radii shall be as follows:

<u>Street intersections</u>	<u>15 feet</u>
<u>Alleys</u>	<u>10 feet</u>
<u>Commercial driveways</u>	<u>10 feet</u>
<u>Residential driveways</u>	<u>5 feet</u>

~~(c) Backfill behind curb.~~ Compacted backfill shall be placed on all of the rights-of-way behind curbs to a minimum elevation equal to the top of the curb.

- ~~(c)~~ *Utility locations in streets and mandatory undergrounding.* Insofar as practicable, as determined by the city engineer, utilities in the street rights-of-way shall be situated behind the curb. All utility lines and other lines required to service a subdivision and structures located within the subdivision (including but not limited to water, wastewater, gas, electric, cable, internet, and propane) are required to be underground-, no overhead utilities shall allowed unless otherwise approved by the Administrator.

(Code 1990, ch. 8, § 6(B)(2))

Sec. 36-80. - Width.

The following are the width requirements on various streets:

- ~~(a1)~~ Major-Arterial streets shall have a minimum dedicated right-of-way of ninety (90) feet and a minimum paving width of sixty (60) feet.
- ~~(b2)~~ Collector streets shall have a minimum dedicated right-of-way of sixty (60) feet and a minimum paving width of forty (40) feet.

(c3) ~~Minor or residential~~ Local streets shall have a minimum right-of-way of fifty (50) feet and a minimum pavement width of thirty (30) feet.

~~(d4) Minor Local streets having a right-of-way width of less than 100 feet shall be increased to a 100-foot right-of-way for a distance of 150 feet on either side of any intersection with another major street. The right of way shall be gradually and uniformly increased from the regular right of way width to the 100-foot width within an additional 150 feet.~~

(Code 1990, ch. 8, § 6(B)(3))

Sec. 36-81. - Curves.

Complete curve data (delta, length of curve, radius, point of curvature, point of reverse curvature, point of tangency) shown on the centerline or on each side of the street; length and bearings of all tangents and dimensions from all angle points of curve to an adjacent side lot line shall be provided.

(a1) ~~Major Arterial~~ streets. Curves ~~in major streets~~ are to have a centerline radius of 2,000 feet or more. Exceptions to this standard may be granted only by the city ~~planning and zoning commission~~.

(b2) ~~Collector~~ streets. Curves ~~in secondary or collector streets~~ are to have a centerline radius of 400 feet or more. Exceptions to this standard may be granted only by the city ~~planning and zoning commission~~.

(3c) ~~Minor Local~~ streets. Curves ~~in minor or residential streets~~ are to have a maximum centerline radius of 150 feet and a minimum centerline radius of 60 feet.

(4d) ~~Reverse~~ curves. Reverse curves are to be separated by a minimum tangent of 100 feet.

(5e) ~~Street jogs/intersections~~. Street ~~jogs and street~~ intersections shall be no closer than 150 feet.

(6f) ~~Street jogs~~. Street jogs are prohibited.

(Code 1990, ch. 8, § 6(B)(4))

Sec. 36-82. - Intersections.

The following are the requirements at intersections:

(a1) ~~—All streets, major, secondary or minor, shall intersect at a ninety (90)-degree angle. Variations must be approved by the planning and zoning commission~~ City Engineer.

(b2) ~~—Curbs at acute angle intersections approved by the City Engineer planning and zoning commission shall have 25-foot radii at acute corners.~~

(c3) Each new street intersection with, or extending to meet, an existing street, shall be tied to the existing street on centerline.

(Code 1990, ch. 8, § 6(B)(5))

Sec. 36-83. - Cul-de-sacs.

(a) ~~Dead-end streets~~. Dead-end streets may be platted ~~where the commission deems advisable~~ and where the land being subdivided adjoins property not being subdivided, in which case, the streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end, shall not be longer than 600 feet and shall be provided at the closed end with a paved cul-de-sac at least eighty (80) feet in diameter on a street right-of-way of at least 100 feet in diameter.

- (b) *Temporary turnarounds.* Temporary turnarounds are to be used at the end of a street more than ~~400~~ 150 feet long that will be extended in the future. The following note should be placed on the plat: "Cross-Hatched" area is temporary easement for turnaround until street is extended (direction) in a recorded plat.
- (c) *Partial or half-streets.* Partial or half-streets may be provided where the ~~planning and zoning commission~~ City feels that a street should be located on a property line.
- (d) ~~Street names. New streets shall be named so as to provide continuity of name with existing streets and so as to prevent conflict with identical or similar names in other parts of the city. Prohibited at street stub out to an adjacent subdivision. At no time shall a cul-de-sac be permitted where a street stub has been provided by an adjacent subdivision.~~
- (e) *Private and gated streets.* Private and gated streets are prohibited.

(Code 1990, ch. 8, § 6(B)(6)—(9))

Secs. 36-~~84~~85—36-109. - Reserved.

DIVISION 3. - ALLEYS

Sec. 36-110. - Pavement type.

All alleys shall be paved with ~~materials conforming to street paving requirements~~ concrete per the City Construction Standards.

(Code 1990, ch. 8, § 6(C)(1))

Sec. 36-111. - Width.

A minimum paved width of fourteen (14) feet and a minimum right-of-way of twenty (20) feet shall be required for all alleys.

(Code 1990, ch. 8, § 6(C)(2))

Sec. 36-112. - Drainage.

Adequate drainage shall be provided within the paved concrete section or by swales to drain all lots to streets without drainage easements through lots where possible. The depth of swale shall be as required for drainage with a minimum longitudinal slope of one-half of one percent toward a street or drainage easement.

(Code 1990, ch. 8, § 6(C)(3))

Sec. 36-113 – Connectivity

(a) Alleys shall connect to and/or be aligned with alleys in adjacent subdivisions.

(b) Alleys shall be designed that both ends terminate only at a local street.

Sec. 36-114 – Ownership & Easement

(a) Alleys shall be platted as independent lots with shared access easements to be privately owned and maintained by an HOA or similar governing body.

~~(a)(b)~~ Shall have a minimum shared access easement width of twenty (20) feet.

Secs. 36-~~113~~114—36-137. - Reserved.

DIVISION 4. - SIDEWALKS

Sec. 36-138. - Generally.

Sidewalks shall be provided on both sides of all streets adjacent to property zoned for residential or commercial uses. Sidewalks shall ~~not~~ be required along streets adjacent to property zoned for industrial uses. Sidewalks ~~on major thoroughfares or collector streets~~ shall be ~~48 sixty (60) inches wide or larger as directed by Sec 36-141. Sidewalks on other streets shall be at least 42 inches wide.~~ Sidewalks shall be located in the street right-of-way, the exact location to be at the discretion of the City director of planning. ~~Where trees or other objects block the course of the sidewalks, the city building inspector will locate and size the sidewalk.~~ Pedestrian ramps shall be required where sidewalks meet curbs.

(Code 1990, ch. 8, § 6(D)(intro.))

Sec. 36-139. - ADA requirement.

All sidewalks must comply with the state accessibility standards administered by the state department of licensing and regulation and the Americans with Disabilities Act of 1990, (ADA) as amended, whichever is more restrictive. The developer shall submit its sidewalk plans to the state department of licensing and regulation, or its successor, for review and upon completion, for inspection. The city will not accept sidewalks until the developer provides documentation that the sidewalk plans have been reviewed and approved by the state department of licensing and regulation or its successor.

(Code 1990, ch. 8, § 6(D)(1))

Sec. 36-140. - Sidewalk location.

Sidewalks for all street classifications shall be installed on both sides of the street right-of-way or within a sidewalk easement. Sidewalks shall be installed on the rear and front of all ~~through double frontage~~ lots and on the side of all corner ~~and corner through~~ lots. ~~A double frontage lot includes any lot which is bordered on two (2) or more sides by streets, even if access is not available to one or more of the streets.~~ Sidewalks are also required along the street frontage of all parks. The exact ~~size and~~ location of all sidewalks shall be at the discretion of the director of planningCity. ~~This shall include all ADA ramps.~~ The ~~director of planningCity~~ may allow trails in lieu of sidewalks in special cases if they are in the best interest of the city. Types, sizes and locations of trails shall be at the discretion of the planning directorCity.

(Code 1990, ch. 8, § 6(D)(2))

Sec. 36-141. - Design.

All sidewalks shall be a minimum of ~~four-five (5)~~ feet in width when separated by a distance of at least three (3) feet from the roadway curb. Sidewalks closer than three (3) feet from the roadway curb shall be a minimum of five (5) feet in width.

(Code 1990, ch. 8, § 6(D)(3))

Sec. 36-142. - Time of installation.

~~(a) All sidewalks required by these regulations shall be completely installed and constructed by the developer, or his successors in title, within three years before the city's approval and acceptance of the subdivision construction plans as built.~~

~~(b) If sidewalks are not completely installed and constructed within said three-year period, the city may:~~

~~(1) Obtain and/or extend security as required in section 36-51(b); or~~

~~(2) Exercise any other rights available under this Code or state law.~~

(Code 1990, ch. 8, § 6(D)(4))

Sec. 36-143. - ~~Cash payment.~~ Payment in lieu of sidewalk installation.

The city may require a cash payment by the developer in lieu of construction of a sidewalk if the city ~~planning director~~ determines that the sidewalk should not be built. An engineer shall determine the cost of the sidewalk that meets minimum standards under this Code. This determination of cost must be approved by the City engineer. The cash payment shall equal the cost of installing and construction the sidewalk. The developer shall make the cash payment prior to the ~~acceptance~~ approval of any subdivision improvements.

(Code 1990, ch. 8, § 6(D)(5))

Secs. 36-144—36-169. - Reserved.

DIVISION 5. - LOTS

Sec. 36-170. - Area.

The area of all lots platted within the city shall conform with chapter 46, zoning, on the basis of the district in which such lots lie and the use to which they are to be put and they shall conform to the regulations of said chapter 46, including any minimum area, width, and depth requirements. All lots platted in subdivisions located outside the city limits, but within the city's extraterritorial jurisdiction shall be a minimum of 7,500 square feet, and shall otherwise conform to the requirements of district R-2, contained in chapter 46. If approval by the planning and zoning commission for smaller lots is sought the development density shall be limited to the lesser of the following:

(1) A minimum lot size of 6,000 square feet; or

(2) Twice the density, expressed in dwelling units per acre, of any recorded residential subdivision lying within 200 feet of the proposed development.

(Code 1990, ch. 8, § 6(E)(1))

Sec. 36-171. - Width.

The minimum width of a lot at the front building line of all lots platted within the city shall conform to chapter 46, on the basis of the zoning district in which they lie. All lots platted in subdivision located outside the city limits, but within the city's extraterritorial jurisdiction shall conform to the requirements of district R-2, contained in chapter 46.

(Code 1990, ch. 8, § 6(E)(2))

Sec. 36-172. - Lot facing.

- (a) *Street frontage.* Each lot shall be provided with the minimum frontage on an existing or proposed public street required by chapter 46, zoning.
- (b) *Double front.* Double front lots are prohibited except when backing on ~~major thoroughfares~~ arterial streets.
- (c) *Front facing.* Wherever feasible, each lot should face the front of a similar lot across the street. In general, an arrangement placing adjacent lots at right angles to each other should be avoided.

(Code 1990, ch. 8, § 6(E)(3))

Sec. 36-173. - Lot numbering.

All lots shall be numbered consecutively within each block. Lot numbering may be cumulative throughout the subdivision if the numbering continues from block to block in a uniform manner that has been approved of an overall preliminary plat.

(Code 1990, ch. 8, § 6(E)(4))

Sec. 36-174. - Driveway restrictions.

Rear and side driveway access to ~~major thoroughfares~~ an arterial street shall be prohibited.

(Code 1990, ch. 8, § 6(E)(5))

Sec. 36-175. - Flag Lots

Flag lots shall be prohibited.

Sec. 36-176. – Shape

Corner lots shall be a minimum ten (10) feet wider than the average interior lot on the same block.

Sec. 36-177. – Lots crossing jurisdictional lines

Lots which cross any jurisdictional lines which include but are not limited to special districts such as municipal service districts, planned improvement districts, utility districts, emergency service district, and political boundaries such as extraterritorial jurisdiction, city or county limits shall be prohibited.

Secs. 36-~~175~~178—36-201. - Reserved.

DIVISION 6. - BLOCKS

Sec. 36-202. - Block length.

- (a) *Single-family residential standard or large lot development.*
 - (1) Residential blocks for ~~through-collector~~ streets shall be no longer than 1,350 feet measured along the center of the block, nor shorter than 600 feet.
 - (2) Maximum block length along ~~a major~~ an arterial street shall be 1,500 feet ~~except under special conditions upon approval from the planning and zoning commission.~~
- (b) *Two-family residential or small lot development.*

- (1) Residential blocks for duplex or small lot development (lots less than 9,000 square feet) shall be designed to provide for a ~~cul-de-sac or loop designed~~ street pattern.
 - (2) The maximum length for a cul-de-sac designed to accommodate duplex or small lot development shall be 450 feet.
 - (3) The maximum length of any leg of a loop road shall be 600 feet provided the total length of the loop does not exceed 1,200 feet.
- (c) *On major street.* Maximum block length along a major street shall be 1,500 feet except under special conditions and upon approval of the planning and zoning commission.
- (d) *Length.* Block length shall be measured along the centerline of the street from the street's intersection with the right-of-way of any intersecting street or in the case of a cul-de-sac from the said intersecting right-of-way to the end of the cul-de-sac "bulb" right-of-way.
- (e) *Non-vehicular pass thru.* All commercial and residential subdivisions shall have a minimum fifteen (15) foot wide pass through lot at mid-block or approximate to the mid-point on any block that is 1,000 feet or greater in length. The pass-through lot shall extend the depth of the block. Any pass-through lot improvements shall be owned and maintained by the HOA. For commercial subdivisions, sidewalks located along internal drives that traverse the site may be considered as a way to meet this requirement.

(Code 1990, ch. 8, § 6(F)(1))

Sec. 36-203. - Block width.

Blocks shall be wide enough to allow two (2) tiers of lots of at least minimum depth, except when prevented by the size of the property or the need to back up to a major thoroughfare.

(Code 1990, ch. 8, § 6(F)(2))

Sec. 36-204. - Block numbering.

Blocks shall be numbered consecutively within the subdivision and/or sections of an overall plat as recorded.

(Code 1990, ch. 8, § 6(F)(3))

Secs. 36-205—36-231. - Reserved.

DIVISION 7. - BUILDING LINES

Sec. 36-232. - Setback requirements based on zoning district.

The building lines of all lots platted within the city shall conform to the setback requirements of chapter 46, on the basis of the zoning district in which such lots lie. All lots platted in subdivisions located outside the city limits, but within the extraterritorial jurisdiction shall conform to the requirements of district R-2, contained in chapter 46.

(Code 1990, ch. 8, § 6(G))

Secs. 36-233—36-257. - Reserved.

DIVISION 8. - EASEMENTS

Sec. 36-258. - Subdivider to dedicate and grant.

The subdivider shall dedicate or grant easements as follows:

- (1a) —Where necessary to adequately serve the subdivision with public utilities, easements shall be retained for poles, wires, conduits, storm sewers, sanitary sewers, water lines, open drains, gas lines or other utilities, sidewalks, trails or open space as the city may require. Including easements along the outside boundaries of any subdivision where the city deem said easements necessary.
- (2b) —Such easements may be required across part of lots (including side lines) other than along boundary lines, if in the opinion of the ~~planning and zoning commission~~ City the same is needed.
- (c) A minimum ten (10) foot public utility easement shall be provided adjacent to all public street frontages.
- (d) The 100 year flood plain shall be entirely contained within a drainage easement dedicated to the public.
- (e) Any public drainage easement shall have a minimum width of fifteen (15) feet depicted on the plat.
- ~~(b)(f)~~ Shared access easements may be required at the discretion of the City in order to ensure adequate street access and minimum driveway spacing is maintained.

(Code 1990, ch. 8, § 6(H))

Secs. 36-259—36-279. - Reserved.

DIVISION 9. - DRAINAGE AND STORM SEWERS

Sec. 36-280. - Purpose.

The policies and standards contained herein are to ensure adequate stormwater drainage and flood control within the city and its extraterritorial jurisdiction. Any development or improvement of property which affects stormwater runoff or flood control is subject to the provisions of this article. These minimum requirements are intended to protect public health and safety, to prevent property damage and to minimize the cost of maintaining drainage facilities.

(Code 1990, ch. 8, § 6(I)(1))

Sec. 36-281. - Definitions.

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

Storm drainage facilities means being all parts of a drainage system, consisting of streets, alleys, storm sewers, channels, culverts, bridges, swales, detention or retention facilities, and any other feature which stormwater flows over or through. The city has the right to regulate, review and approve construction plans as well as to inspect and/or enter upon any such drainage facilities by use of dedicated rights-of-way, easements or floodway easements.

- (a1) —Design of all drainage facilities, including inlets, storm sewers, outfalls, culverts and ditches, shall conform with the specifications, codes and the stormwater drainage policy, as adopted.
- (b2) —Design and construction of all drainage facilities shall conform to the city specifications and follow the general guidelines set forth in section 36-282.

(Code 1990, ch. 8, § 6(I)(2))

Sec. 36-282. - Hydraulic manual specifications adopted.

Definitions, formula, criteria and data as set out in the Hydraulic Manual, ~~second most recent~~ edition of the state highway department bridge division, ~~dated December 1985, and subsequent revisions~~, are hereby adopted. When site development detail plans are not available, the values to be used for the runoff coefficient: C, being as follows:

Description of Area	Runoff Coefficient: C
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Public use areas (parks and open space) 0.03

Low density (residential up to six units per acre) 0.40

Medium density (residential up to six units per acre up to 12 units per acre) 0.45

High density (residential over 12 units per acre) 0.50

Manufactured homes 0.45

Industrial use areas 0.70

Commercial, retail or office use 0.75

Note: The area of individual streets shall be considered a part of the adjacent properties.

(Code 1990, ch. 8, § 6(I)(2))

Sec. 36-283. - Drainage calculation and design.

Drainage calculation and design shall be based on the city comprehensive land use plan or the official zoning map, whichever produces the greater calculated runoff.

Code 1990, ch. 8, § 6(I)(3))

Sec. 36-284. - Stormwater runoff design specifications (detention).

Engineering design using a design frequency of two (2), ten (10), twenty-five (25), and 100 years shall provide that the development or improvements to the property will not create or allow for any increase in the stormwater runoff greater than the volume which exists from such property prior to the development or improvements. ~~Additional development, improvements or redevelopment of property from the effective date of this article shall be in compliance with this chapter except as approved by the zoning board of adjustment.~~

(Code 1990, ch. 8, § 6(I)(4))

Sec. 36-285. - Drainage design requirements.

Drainage design requirements shall provide for protection during a storm recurrence interval where the projected storm flow is carried in the streets and drainage system in accordance with the following:

- (1) Minor-Local streets, in conjunction with other drainage facilities, shall be designed to contain the runoff from a storm with a design frequency often years such that the maximum depth of water does not exceed the top of curb elevation. The runoff from a storm with a design frequency of 100 years shall be contained within the right-of-way.

- (2) Collector streets, in conjunction with other drainage facilities, shall be designed to contain the runoff from a storm with a design frequency of twenty-five (25) years, such that the maximum depth of water does not exceed the top of curb elevation. The runoff from a storm with a design frequency of 100 years shall be contained within the right-of-way.
- (3) ~~Major road/a~~ Arterial streets, in conjunction with other drainage facilities, shall be designed to contain the runoff from a storm with a design frequency of fifty (50) years such that at least one (1) lane of traffic in each direction remains open. The runoff from a storm with a design frequency of 100 years shall be contained within the right-of-way.
- (4) Where low points (sags) occur in streets, storm drainage facilities shall be designed to divert the runoff from a storm with a design frequency of 100 years.
- (5) The developer shall be responsible for the cost of design and construction of any enlargement or reconstruction of existing drainage facilities required to serve the proposed development as directed by the City Engineer.
- (6) Open channels shall be designed to contain the runoff from a storm with a design frequency of 100 years and shall have a minimum of two (2) feet of freeboard to top of bank.
- (7) The highest water level of natural watercourses shall be determined from whichever of the following is highest:
 - a. A storm with a design frequency of 100 years.
 - b. The highest flood recorded plus one (1) foot.
 - c. The U.S. Army Corps of Engineers standard project flood.

(Code 1990, ch. 8, § 6(l)(5))

Sec. 36-286. - High-water levels.

All areas below an elevation of two (2) feet above the high-water level shall be included in the floodway easements. The high-water level shall be the highest elevation of the following:

- (1) A storm with a design frequency of 100 years.
- (2) The highest flood recorded.
- (3) The U.S. Army Corps of Engineers standard project flood.
- (4) The high bank.

(Code 1990, ch. 8, § 6(l)(6))

Sec. 36-287. - Minimum design elevation for bridges.

The minimum design elevation for bridges (bottom side or girders or stringers) shall be two (2) feet above the high-water level. The high-water level shall be the highest elevation of the following:

- (1) A storm with a design frequency of 100 years.
- (2) The highest flood recorded.
- (3) The U.S. Army Corps of Engineers standard project flood.

(Code 1990, ch. 8, § 6(l)(7))

Sec. 36-288. - Drainage plat review.

The following are the minimum items required for drainage plan review:

- (a1) Site plan showing existing and proposed contours; existing and proposed previous and impervious cover areas.
- (b2) Predevelopment and post-development runoff calculations using the rational, state department of transportation (TxDOT) or other widely accepted methods.
- (c3) Detention pond required volume calculations using ~~City of Austin or other~~ widely used methods. The proposed pond shall have a volume greater than or equal to the required volume with one-(1) foot of freeboard. ~~The flow line of the detention pond shall be concrete lined.~~
- (d4) Design analysis and details of outlet structure. Outlet structures shall be designed to restrict the 2-, 10-, 25- and 100-year storm rate of discharge to predevelopment rate of runoff. For small facilities it is recommended that a concrete outlet structure with a vertical slot be used instead of small pipes for maintenance reasons. Outlet structure to include a spillway for storms greater than the 100-year storm.
- (e5) Depth/storage/discharge table. Discharge leaving the pond and discharge leaving the entire site (in the event there is off-site drainage that does not flow into the pond, but must be accounted for in the pond calculations).
- (g6) Seal of a state registered professional engineer on all drawings and calculations.
- (h7) Finish floor slab is one foot above top of curb (TOC) or the CL (centerline) of the street.
- (i8) Approved TxDOT permit if required.
- (j9) Two (2) copies of construction drawings.
- (k10) Show right-of-way line on all streets.
- (l11) Manholes. Manholes (inlets or junction boxes) shall be provided at all changes in grade or alignment, storm & sewer intersections, and at a maximum of 1,000 feet.
- (m12) Inlets. Design of inlets shall conform to the city standard specifications.
- (n13) Pipe. Pipe for storm drains shall be concrete pipe in sizes as shown on the approved plans. Pipe 18 inches or larger in diameter shall be reinforced concrete pipe (RCP), ASTM C76, class 3. Where, in the opinion of the city engineer, added strength of pipe is needed for traffic loads over minimum cover or for excessive height of backfill, concrete pipe. Monolithic, reinforced concrete sewers may be used for storm sewers thirty-six (36) inches and larger.
- (o14) Major drainage ways. Design of major drainage ways through a subdivision and major structures, such as box culverts or bridges, across a major drainage channel, shall be coordinated with the floodplain coordinator.
- (p15) Drainage collection facilities (all on site).
 - (1)a. —Drainage collection facilities (all on site) shall be constructed with underground storm sewers. If it can be established by certified engineering data to the satisfaction of the city engineer that storm sewers are not physically feasible, open ditches may be used, provided that such on-site channels are lined with concrete. These structures shall be of sufficient cross section and slope as to fully contain design flows and facilitate self cleaning. Outfalls shall enter major collector drainage ways and major streams at grade or be designed and constructed with adequate concrete aprons, energy dissipaters or similar features to prevent erosion;
 - (2)b. —Detention ponds and related structures may utilize either existing natural open sections which may be modified, or newly constructed facilities. If modified or newly constructed facilities are utilized, they shall be lined with permanent materials including, but not limited to: concrete or vegetation (see subsection (15)c of this section for special conditions and exceptions for vegetation);
 - (3)e. —Vegetated channels be allowed only to convey off-site water through a subdivision shall have sufficient grade to provide velocities that will allow self-cleaning but will not be so

great as to create erosion. Side slopes shall not be a steeper ratio than three to one (3:1) to allow for future growth and to promote slope stability. All slopes shall be hydromulched, sodded or seeded with approved grass, grass mixtures or ground cover suitable to the area and season in which they are applied;

(4)d. —Sodding shall be St. ~~Augustine~~~~or Augustine~~ or Bermuda ~~or as approved by the City~~ with sufficient soil attached to sustain growth and must be alive at the time of application;

(5)e. Hydromulch shall be applied as ~~follows:~~required by the City Engineer.

~~(i)1. —Between April 15 and October 1, for each 1,000 square feet, two pounds of hulled Bermuda seed, and 20 pounds of fertilizer (16-20-0 with magnesium, sand and sulfur). On slopes, add 40 pounds of cellulose fiber mulch and one half pound Hydro-Tack soil binder or acceptable substitute;~~

~~(ii)2. —Between October 1 and April 15, for each 1,000 square feet, six pounds Rye grass seed, 20 pounds of fertilizer (15-10-10 with magnesium and sulfur). On slopes add 40 pounds of cellulose fiber mulch and one half pound of Hydro-Tack soil binder or acceptable substitute. As soon as practical after April 15, the April 15 to October 1 application described above must also be made; provided, however, surfaces must be reshaped to original configuration prior to the second application.~~

~~Hydromulch growth must be established over 85 percent of applied areas prior to acceptance of subdivision improvements by the city, with no exposed area exceeding ten square feet. The term "established growth" means the vegetation has reached a height of 1½ inches and is of a density such that it can be reasonably expected to be self-sustaining;~~

(6)f. —Major streams shall not be modified without consent of applicable state and federal agencies and authorization for the director of public works and city engineer;

(7)g. —If, in the opinion of the city engineer, either conditions such as drought, excess precipitation or extreme heat or cold are unsuitable for hydromulching or sodding, such applications shall be deferred by the developer. Under these circumstances, subdivision improvements may be accepted upon the provision of a letter or credit in a form acceptable to the city attorney, in an amount of twice the city engineer's estimated cost of the sod or hydromulch application and where appropriate, surface reshaping, maintenance requirements and reapplication. If the developer is unable to meet the requirements of subsection (15)e of this section within nine months of subdivision acceptance, the letter of credit will be drawn on and the proceeds used to obtain the required vegetation cover;

(8)h. —The developer shall be required to use concrete or similar permanent cover in lieu of vegetation if the city engineer determines that future maintenance is materially impaired or where channel bends and intersections, flow dissipation or similar circumstances so warrant.

(Code 1990, ch. 8, § 6(l)(8))

Secs. 36-289—36-309. - Reserved.

DIVISION 10. - STORMWATER QUALITY, RIPARIAN CORRIDORS AND ENVIRONMENT

Sec. 36-310. - Geographic scope.

In addition to the other requirements of this chapter, this section applies to any ~~single-family~~ residential development of a tract exceeding ~~five (205)~~ acres on the date of the ordinance adopting this section, and all ~~multifamily, commercial, and industrial~~ developments.

(Code 1990, ch. 8, § 6(l)(9)(a))

Sec. 36-311. - Water quality measures for construction activities.

- (a) Temporary and permanent best management practices shall be employed to prevent polluted stormwater runoff from all construction and development activities from entering surface waterways or groundwater during the construction process until vegetation is permanently established on the site.
- (b) If the owner is issued an individual TPDES stormwater permit, or if the owner's stormwater pollution prevention plan and notice of intent comply with TPDES requirements, no additional best management practices shall be required to comply with subsection (a) of this section, except as provided in subsection (c) of this section.
- (c) Construction best management practices may be required in addition to those three in the owner's stormwater pollution prevention plan permit if:
 - (1) More than five (5) acres will be disturbed at any one time;
 - (2) Development will take place on slopes greater than ten percent; or
 - (3) After construction or development activities commence, the measures in the stormwater pollution prevention plan are inadequate to ensure that pollution of surface water and groundwater is prevented.
- (d) Additional best management practices under subsection (c) of this section include a preconstruction site meeting, construction disturbance phasing or sequencing, revegetation, mulching, matting, additional locations and quantities of controls, accelerated maintenance or other measures specified in the applicable technical manual under section 36-365.

(Code 1990, ch. 8, § 6(l)(9)(b))

Sec. 36-312. - Buffer zones.

(a) *Buffer zones for environmentally valuable features.*

- (1) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Wetland means a transitional land between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water, and conforms to the U.S. Army Corps of Engineers' definition.

- (2) Drainage patterns for development must be designed to protect environmentally valuable features from the effects of runoff from developed areas. Special controls must be used where necessary to avoid the effects of erosion, or sedimentation, or high rates of flow.
- (3) Buffer zones for environmentally valuable features shall be included within protective easements.
- (4) A buffer zone is established around each environmentally valuable feature [or group of valuable features](#).
- (5) Except as provided in section article 3, division 6, of this chapter, within an environmentally valuable feature buffer zone:
 - a. The natural vegetative cover must be retained to the maximum extent practicable;
 - b. Construction is prohibited; and
 - c. Wastewater disposal or irrigation is prohibited.

(b) *Buffer zones for waterways.*

- (1) Waterways are classified as follows:

- a. A minor waterway has a drainage area of at least ~~sixty-four~~ (64) acres and not more than ~~320~~ 640 acres;
 - ~~b. A minor waterway has a drainage area of at least 320 acres and not more than 640 acres;~~
 - c. ~~An intermediate waterway has a drainage area of more than 640 acres and not more than 1,280 acres; and~~
 - d. A major waterway has a drainage area of more than ~~1,280~~ 640 acres.
- (2) A buffer zone is established along each classified waterway. The boundaries of the buffer coincide with the boundaries of the fully developed 100-year floodplain for the waterway, except where greater distance is as follows. Buffer zones for waterways shall be included within protective easements.
- a. For a minor waterway, the boundaries of the buffer zone are ~~located not less than 50 feet and not more than 100 feet~~ from the centerline of the waterway.
 - b. For an intermediate waterway, the boundaries of the buffer zone are ~~located not less than 100 feet and not more than 200 feet~~ from the centerline of the waterway.
 - c. For a major waterway, the boundaries of the buffer are ~~located not less than 200 feet and not more than 400 feet~~ from the centerline of the waterway.
- (3) Development within a waterway zone buffer is prohibited except as follows:
- a. ~~A fence is permitted only if it does not obstruct flood flows. Reserved.~~
 - b. A golf course or part of a golf course is permitted only if no fertilizers, pesticides or herbicides are used within the buffer zone.
 - c. A park or similar open space use, other than a parking lot, is permitted only if a program of fertilizer, pesticide and herbicide use is approved. Park development within the buffer zone is limited to hiking, jogging or walking trails and outdoor facilities, and excludes stables and corrals for animals.
 - d. A utility line may cross a waterway buffer zone if there is no other place outside the buffer to cross.
 - e. Detention basins and floodplain alterations are permitted.
 - f. A minor waterway buffer zone may be crossed by a residential or commercial street or driveway if necessary to provide access to property that cannot otherwise be safely accessed.
 - g. An arterial street identified in the transportation plan or comprehensive plan may cross a major waterway buffer zone.
 - h. An arterial or collector street may cross an intermediate waterway buffer zone only if it is at least one (1) mile from any other collector or arterial street crossing on the same waterway.
 - i. An arterial or collector street may cross a minor waterway buffer zone, provided that a collector street crossing or arterial street crossing on the same waterway.
 - j. Street and utility crossings shall be aligned to be perpendicular to the waterway buffer zone.
 - k. The director of planning and development (DPD) may grant exceptions to the requirements of subsection (b)(3)h through j of this section where strict compliance is impracticable.
 - l. All street and utility crossings shall be designed and constructed to minimize pollution of the waterway to the greatest extent practicable.

(Code 1990, ch. 8, § 6(l)(9)(c))

Sec. 36-313. - Cut and fill.

~~(a) Land balancing.~~

~~(1) All cut and fill land balancing shall be limited to a maximum of eight four (4) feet.~~

~~(2) Retaining walls shall not exceed one (1) foot above the material being retained.~~

~~(3) Retaining walls over five (5) feet in height shall be detailed in construction plans or plans submitted with the application for the site development permit.~~

(ab) *Detention and water quality ponds.* There are no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets or driveways.

(be) *Spoils disposal.*

- (1) No fill shall be placed on any lot unless authorized in approved subdivision construction plans or a site development permit.
- (2) Temporary spoils shall be removed prior to acceptance of streets and drainage in a subdivision.
- (3) Prior to removal of spoils from a site, the owner shall notify the director of planning and development (DPD) of the destination of the spoils.

(Code 1990, ch. 8, § 6(l)(9)(d))

Sec. 36-314. - Post-construction water quality controls.

(a) Water quality controls are required for commercial and industrial development with impervious cover exceeding 20 eighty (80) percent of ~~net site total~~ area.

(b) The controls must provide at least the treatment level of a sedimentation/filtration system and must capture, isolate, and treat the water draining to the control from the contributing area. The control or combination of controls must reduce the increase in total suspended solids (TSS) load associated with development by at least 80%.

~~(c) The required capture volume is the first one-half inch of runoff and an additional one-tenth of an inch of runoff for each ten (10) percent increase in impervious cover over twenty (20) percent of gross site area.~~

(Code 1990, ch. 8, § 6(l)(9)(e))

Sec. 36-315. - Maintenance.

(a) The property owners' association (POA) shall be responsible for maintaining and shall maintain all permanent water quality controls in a proper manner and consistent with city standards. The owner shall remain responsible for maintenance until either the maintenance obligation is either assumed in writing by another entity having ownership or control of the property, including an owners' association, a district or ownership of the property is transferred to another entity. A copy of the assumption or transfer or responsibility shall be filed with the director of planning and development City (DPD) within 30 days of the transfer.

(b) Site assessment and stormwater management plan.

- (1) An owner subject to the requirements of this section shall submit a site assessment that identifies all environmentally valuable features, waterways and their classifications, buffer zones, contours and all other information necessary to determine compliance with this section.
- (2) An owner subject to the requirements of this section must submit a stormwater management plan that demonstrates permanent water quality controls comply with this section and shows

their locations. The stormwater management plan may be included as part of a drainage plan or the material submitted under this section.

(Code 1990, ch. 8, § 6(l)(9)(f))

Sec. 36-316. - Technical criteria.

- (a) For purposes of complying with this article the technical criteria manual set forth in subsection (b) of this section shall apply, provided that any changes to the manuals subsequent to the effective date of the ordinance from which this section is derived shall not take effect until approved by the city council.
- (b) Technical criteria for best management practices and water quality controls in eastern watersheds, environmentally valuable features, waterways, and buffer zones are those contained in the [most recent addition of the](#) City of Austin Environmental Criteria Manual. Impervious cover shall be calculated as it is calculated in the City of Austin's ETJ under Travis County Code, ch. 30.

(Code 1990, ch. 8, § 6(l)(9)(g))

Sec. 36-317. - Controls for water quality.

Water quality controls are subject to same requirements as drainage structures under this chapter regarding construction plans, engineering standards, fiscal security and inspections.

(Code 1990, ch. 8, § 6(l)(9)(h))

Secs. 36-318—36-337. - Reserved.

DIVISION 11. - CONSERVATION DEVELOPMENT

Sec. 36-338. - Requirements for waiver.

The following requirements must be met to obtain a waiver under this article. The owner must:

- ~~(a1)~~ (a) Hold a preapplication conference and site inspection of the original tract with city staff;
- ~~(b2)~~ (b) Perform and submit a comprehensive environmental assessment and ranking of all environmentally and culturally valuable features within and adjacent to the original tract;
- ~~(c3)~~ (c) Submit plans and meet engineering, fiscal security, and inspection requirements for water quality measures for construction activities, post-construction water quality controls and their maintenance;
- ~~(d4)~~ (d) Set aside ~~fifty (50)~~ percent of the original tract located so as to conserve the highest ranking conservation areas and to maximize connectivity to high ranking environmentally and culturally valuable features on adjacent tract; provided, however, the owner need not provide for any public access to conservation areas;
- ~~(e5)~~ (e) Provide for a layout that maximizes clustering of development and minimizes the scope and impacts of infrastructure while adequately providing for health and safety;
- ~~(f6)~~ (f) Submit a plan for perpetual management and maintenance of conservation areas, including identification of an entity obligated to perform management and maintenance and the means of financing it; and
- ~~(g7)~~ (g) Must provide for low impact design, including:
 - ~~(1)a.~~ (1)a. Minimization of light pollution;
 - ~~(2)b.~~ (2)b. Use of native vegetation;

- ~~(3)~~e. A program of fertilizer, pesticide and herbicide use;
- ~~(4)~~d. Rain water harvesting or other water conservation measures;
- ~~(5)~~e. Stormwater quality management;
- ~~(6)~~f. Protection of riparian corridors, habitat, groundwater recharge; and
- ~~(7)~~g. Other environmentally valuable features.

(Code 1990, ch. 8, § 6(l)(10))

Secs. 36-339—36-364. - Reserved.

DIVISION 12. - WATER SYSTEM

Sec. 36-365. - Procedure for water system installation and maintenance.

(a) *Subdivider to provide necessary water lines.* The subdivider shall provide all water lines necessary to properly serve each lot of the subdivision and ensure that existing and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The subdivider shall install all mains and shall extend the service to all lots terminating thereon with a curbstop and meter box. The subdivider shall submit a certificate to the city ~~council~~ certifying that the system has been designed in accordance with the requirements of the state health department, the city and rules of the state insurance commission.

(b) *Water mains.*

- (1) ~~Piping for water mains and connections shall be cast iron, ductile, asbestos-cement class 100, or PVC AWWA C-900, C-905, either mechanical or single rubber gasket joint. Service piping shall be copper or plastic as approved by the city engineer. All pipe and accessories shall be of new materials only. Shall be as described in the construction standards.~~

~~(2) The minimum sizes of lines that shall be used are as follows:~~

Dwelling Units	Minimum Line Size (in inches)
1	3/4
2	1 1/2
3—6	2
7—11	4
12—75	6
more than 75	8

-

- ~~(23)~~ Water mains smaller than ~~six-eight (8)~~ inches shall not be permitted.

- (c) *Threading.* Threading on fire hydrant outlets shall be suitable for use with city fire protection equipment.
- (d) *Valves.* At intersections of water distribution lines, the number of valves shall be one (1) less than the number of radiating lines (two valves for tee connection and three for cross connection).
- (e) *Oversize mains.*
- (1) *Size of mains.* All water mains shall be installed in accordance with the master water and sewer plan as adopted and amended from time to time by the city. All mains shall be sized to provide adequate service to the tract to be developed. The cost of water mains up to eight (8) inches, or of a size required to serve a tract being developed, whichever is larger, shall be paid in full by the developer.
 - (2) *Oversize on-site mains.* Where it is determined that an on-site main needs to be of a larger size than that required to serve the tract to be developed, the city may require the developer to install such oversized main. For mains up to sixteen (16) inches the developer shall be reimbursed the incremental cost difference required for oversizing from the oversize account approved for capital improvement projects, or through reimbursement contracts. All reimbursement contracts shall contain a provision terminating the city's obligation to reimburse costs after five years from the effective date of the contract.
 - (3) *Oversize approach mains.* Where it is determined that an approach main needs to be of a larger size than that required to serve the tract being developed, the city may require the developer to install such oversized main. Subject to review by the planning and zoning commission and approval by the city council, the city may reimburse the developer for the incremental cost difference required for the over sizing of approach mains. Upon council approval, the reimbursement for approach mains will be paid out of the oversize account described in subsection (e)(4) of this section, from funds approved for capital improvement projects, through reimbursement contracts or any combination thereof. The manner of reimbursement shall be solely at the council's discretion. All reimbursement contracts shall contain a provision terminating the city's obligation to reimburse costs after five years from the effective date of the contract.
 - (4) *Oversize account.* A special oversize account is hereby established for the purpose of reimbursing developers for the cost of oversizing water mains. The account shall be funded by a fee based on the number of living unit equivalents (LUE fee) to be added to the water system. The LUE fee will be assessed to all developers regardless of whether or not they are required to install an oversized line. In the event a developer is required to install oversized lines, the LUE fee is due prior to acceptance by the council of the utilities for maintenance. In the event a developer is not required to install oversize lines, the LUE fee for that particular plat shall be due prior to official recordation of the plat in the county clerk's office. In the event a plat is not required, the LUE fee is due when application is made for a building permit. Interest income earned from this account shall be added to the account.
 - (5) *Reimbursement.* To be reimbursed, a developer shall present in writing to the planning director~~City~~, a statement of oversize credit proposed. This statement shall be presented no later than the end of the normal working day, eight (8) days prior to the regular city council meeting, at which time acceptance of the respective oversize line is considered. The reimbursement for the cost of over sizing will be paid from available funds within ten (10) days after the utilities are accepted by the city for maintenance and developers shall be reimbursed according to the order in which the utility lines are so accepted. In the event that sufficient funds are not available, interest will accrue at a rate established by the council. In the event two (2) or more utility systems are accepted at the same council meeting, the respective developers shall share proportionally in the available funds. Provided, however, that no reimbursement shall be paid to any developer who is delinquent in the payment to the city of any fees or taxes.
 - (6) *Oversize credit.* In the event that there are sufficient funds in the oversize account to meet all previous commitments, a developer may be entitled to a credit against the living unit equivalent (LUE) fee. Provided, however, no credit will be granted to any developer who is delinquent in

the payment to the city of any fees or taxes. Subject to the foregoing, a developer may reduce the amount of the LUE fee by an amount equal to the reimbursement to which he will be entitled upon utility acceptance. In the event that the utility system has not been completed and accepted by the city within three (3) years from the date of plat approval, the LUE fee shall be immediately due and payable.

- (7) *Determining LUE fee, reimbursement rate and interest rate.* Each February, or more frequently if necessary, the city council shall review and approve the LUE fee, a fixed rate of reimbursement per inch of diameter per linear foot of oversized mains installed, and the rate of interest to be paid. The fees, reimbursement rate and interest rates are on file in the city secretary's office.
- (8) *Agreements by city to construct water mains.* Subject to direct authorization and approval of the city council, the city may enter into an agreement whereby the city will construct water mains required for proposed development if the council determines that the following conditions have been met:
 - a. The water main as proposed is in accordance with the master water and sewer plan;
 - b. One (1) or more of the landowners who will benefit from the water main agree to share the cost of the construction by paying in advance their projected LUE fees as estimated by the city engineer; and
 - c. The city has adequate funds available either from funds approved for capital improvement projects or from other sources.

Any such advanced payments shall not be deposited in the oversize account, but shall be deposited in a special fund set aside for the construction of the specific main in question. The advanced payments shall be based on the projected number tract as determined by the city engineer from information supplied by the landowner. At the time a plat is approved for a tract for which advance payments have been made, the developer shall be entitled to a credit for each LUE fee previously paid. If at plat approval time the number of actual LUE fee's exceeds the number as previously estimated, the landowners will either be denied a certificate of serviceability or be required to pay additional LUE fees at the then current rate. In the event that the number of LUEs is less than the number previously estimated, the landowner shall not be entitled to a refund.

(f) Fire hydrants spacing. Minimum spacing along streets in single-family or duplex areas shall be 500 feet and in predominantly multifamily or nonresidential areas spacing shall be 300 feet.

(g) Extension of City water infrastructure to adjacent land. —The City Engineer shall require water infrastructure to be extended to adjacent land when they determine it is necessary for the efficient delivery of service.

(Code 1990, ch. 8, § 6(J))

Sec. 36-366. - Sanitary sewer system.

All subdivision shall be provided with a sewage disposal system approved by the state department of health.

- ~~(1a)~~ —*Connection with sanitary sewer system required; exception.* Connection with the sanitary sewer system shall be required except where the ~~planning and zoning commission~~ City determines that such connection would require unreasonable expenditure of funds when compared with other methods of sewage disposal. Where septic tanks are installed, the subdivider shall conduct percolation tests under the supervision of the building official:

a(1). In order to determine the adequacy of proposed lot sizes;

- ~~b(2).~~ The plans for such system must be approved by the state health department prior to approval of the final plat by the planning and zoning commission.
- (2b) *—Subdivider to provide sewer service to each lot.* The subdivider shall install all sanitary sewer mains and lines to each lot. If the public system is not within 1,200 feet of the subdivision, those portions of the system which lie under paved areas shall be installed and capped off and temporary waste treatment will be provided in accordance with the requirement of state and county health officials.
- (3c) *—Subdivider to submit certificate.* The subdivider shall submit a certificate to the city ~~council of the city,~~ certifying that the sewer system has been approved by the state health department, the county health officer and the city.
- (4d) *—Sewer location.* Where the location of the sewer is not clearly defined by dimensions on the drawings, the sewer shall not be closer horizontally than ten feet, or vertically six (6) feet to a water supply main or service line. Gravity sewer lines passing over water lines shall be constructed for a distance of ten (10) feet each side of crossing with cast iron pipe with no joints within three feet of crossing or encased in concrete in accordance with regulations of the state department of health.
- (5e) *Materials.* Sewer lines may be of the following materials in accordance with the City Standards Specifications:
- ~~a. —Vitrified clay pipe and fittings conforming to ASTM C-T61060T, class II (standard strength); extra strength where required by the building official.~~
 - ~~b. —Plastic or other type pipe as approved in writing by the building official.~~
 - ~~c. —Cast iron.~~
- (6f) *Construction.* Sewers shall be constructed according to the city standard specifications as to trenching, bedding, backfill and compaction.
- (7g) *Piping size.* ~~SixEight (86)~~ -inch diameter pipe shall be the minimum acceptable for sewer mains and lines.
- (8h) *Manholes.* Manholes shall be spaced ~~not more than 400 feet apart~~ and shall be constructed in accordance with the city standard specifications.
- (9i) *Force mains.* Force mains shall be constructed in accordance with the City Standards Specifications ~~cast iron or asbestos cement pipe and fittings, pressure class. Pipe shall have either mechanical joints or rubber gasket joints, approved by the building official.~~
- (10j) *Oversize mains.*
- A(1). *—Size of mains.* All wastewater mains shall be installed in accordance with the master water and sewer plan as adopted and amended from time to time by the city. All mains shall be sized to provide adequate service to the tract to be developed. The cost of water sewer mains up to eight (8) inches, or of a size required to serve a tract being developed, whichever is larger, shall be paid in full by the developer.
 - B(2). *—Oversize on-site mains.* Where it is determined that an on-site main needs to be of a larger size than that required to serve the tract to be developed, the city may require the developer to install such oversized main. For mains up to eighteen (1618) inches the developer shall be reimbursed the incremental cost difference from over sizing from the oversize account described in subsection (10)d of this section. For oversized mains in excess of eighteen (1618) inches, the developer will be reimbursed for the incremental cost difference required for over sizing from the oversize account approved for capital improvement projects, or through reimbursement contracts. All reimbursement contracts shall contain a provision terminating the city's obligation to reimburse costs after five years from the effective date of the contract.
 - C(3). *—Oversize approach mains.* Where it is determined that an approach main needs to be of a larger size than that required to serve the tract being developed, the city may require the developer to install such oversized main. Subject to review by the planning and zoning

~~commission and~~ approval by the city council, the city may reimburse the developer for the incremental cost difference required for the over sizing of approach mains. Upon council approval, the reimbursement for approach mains will be paid out of the oversize account described in subsection (10)d of this section, from funds approved for capital improvement projects, through reimbursement contracts or any combination thereof. The manner of reimbursement shall be solely at the council's discretion. All reimbursement contracts shall contain a provision terminating the city's obligation to reimburse costs after five (5) years from the effective date of the contract.

d(4). —*Oversize account.* A special oversize account is hereby established for the purpose of reimbursing developers for the cost of over sizing wastewater mains. The account shall be funded by a fee based on the number of living unit equivalents (LUE) fee to be added to the wastewater system. The LUE fee will be assessed to all developers regardless of whether or not they are required to install an oversized line. In the event a developer is required to install oversized lines, the LUE fee for that particular plat shall be due prior to acceptance by the council of the utilities for maintenance. In the event a developer is not required to install oversized lines, the LUE fee for that particular plat shall be due prior to official recordation of the plat in the county clerk's office. In the event a plat is not required, the LUE fee is due when an application is made for a building permit. Interest income earned from this account shall be added to the account.

e(5). —*Reimbursement.* To be reimbursed, a developer shall present in writing to the director of public works, a statement of oversize credit proposed. This statement shall be presented no later than the end of the normal working day, eight (8) days prior to the regular city council meeting, at which time acceptance of the respective oversize line is considered. The reimbursement for the cost of over sizing will be paid from available funds within ten (10) ~~working-business~~ days after the utilities are accepted by the city for maintenance and developers shall be reimbursed according to the order in which the utility lines are so accepted. In the event that sufficient funds are not available, interest will accrue at a rate established by the council. In the event at the same council meeting, the respective developers shall share proportionally in the available funds. Provided, however, that no reimbursement shall be paid to any developer who is delinquent in the payment to the city of any fees or taxes.

f(6). —*Oversize credit.* In the event that there are sufficient funds in the oversize account to meet all previous commitments, a developer may be entitled to a credit against the LUE fee. Provided, however, no credit will be granted to any developer who is delinquent in the payment to the city of any fees or taxes. Subject to the foregoing, a developer may reduce the amount of the LUE fee by an amount equal to the reimbursement to which he will be entitled upon utility acceptance. In the event that the utility system has not been completed and accepted by the city within three (3) years from the date of plat approval, the LUE fee shall be immediately due and payable.

g(7). —*Determining LUE fee, reimbursement rate and interest rate.* Each February, or more frequently if necessary, the city council shall review and approve the LUE fee, a fixed rate of reimbursement per inch of diameter per linear foot of oversized mains installed, and the rate of interest to be paid. The fees, reimbursement rate and interest rate which are on file in the city secretary's office.

h(8). —*Agreement by city to construct wastewater mains.*

1a. Subject to direct authorization and approval of the city council, the city may enter into an agreement whereby the city will construct wastewater mains required for proposed development if the council determines that the following conditions have been met:

- (i) The wastewater main as proposed is in accordance with the master water and sewer plan;
- (ii) One or more of the landowners who will benefit from the wastewater main agree to share the cost of the construction by paying in advance their project LUE fees as estimated by the city engineer; and

- (iii) The city has adequate funds available either from funds approved for capital improvement projects or from other sources.

2b. Any such advanced payments shall not be deposited in the oversize account, but shall be deposited in a special fund set aside for the construction of the specific main in question. The advanced payments shall be based on the projected number of LUEs to be placed on the particular tract as determined by the city engineer from information supplied by the landowner. At the time a plat is approved for a tract for which advance payments have been made, the developer shall be entitled to a credit for each LUE fee previously paid. If at plat approval time, the number of actual LUEs exceed the number as previously estimated, the landowners will either be denied a certificate of serviceability or be required to pay additional LUE fees at the then current rate. In the event that the number of LUEs is less than the number previously estimated, the landowner shall not be entitled to a refund.

(k) Extension of City sewer infrastructure to adjacent land. The City Engineer shall require sewer infrastructure to be extended to adjacent land when they determine it is necessary for the efficient delivery of service.

(Code 1990, ch. 8, § 6(K))

Sec. 36-367. - Street lighting.

There will be adequate lighting to provide for safety to the satisfaction of the City Engineer. They shall be installed in accordance with City or utility specifications at the time of street construction.

(a) Required locations. Streetlights are required at the following locations:

- (1) Corner of any intersection with streets
- (2) Intersection of a street and alley
- (3) Intersection of alleys
- (4) At any designated crosswalks outside of an intersection
- (5) Designated crossing of any trail or golf path
- (6) At the "bubble" of any permanent cul-de-sac
- (7) Any curve greater than thirty (30) degrees.

(b) Maintenance. Streetlights shall not be owned or maintained by the City. If the streetlights are to be maintained by and electrical bills paid by a property owner's association, mandatory fees shall be collected and made part of the property owner's association documents/covenants presented to the city with the construction plans. If the streetlights are to be owned by an electric utility, the utility's approval of the street lighting plan and electrical bill payment system shall be presented with the construction plans. An estimate approved by the electrical utility provider detailing the cost of energy for streetlights shall be included.

(c) Height: Maximum height of a streetlight is eighteen (18) feet, except on arterial streets where the maximum height may be thirty (30) feet.

(d) Shown of construction plans. All streetlights shall be in right-of-way or easements shown on the construction plans.

(e) Street lighting shall be provided by the developer and shall conform to the ~~fourth edition of the~~ Illuminating Engineering Society Handbook, ~~or~~ most current edition. Lighting levels shall be as recommended for very light traffic in residential areas; medium traffic on feeder streets; and heavy traffic on thoroughfares. All lighting shall be approved by the ~~public works director~~ City Engineer.

(Code 1990, ch. 8, § 6(I))

Sec. 36-368. - Traffic control signs, street signs, and water meter boxes.

All traffic control signs shall be provided and installed by the developer and shall conform with the most recent edition of the Texas Chapter of the Manual on Uniform Traffic Control Devices for Streets and Highways, Volumes 1 and 2. All street signs and water meter boxes shall be provided and installed by the developer, and said street signs and water meter boxes must meet the specifications set forth by the city.

(Code 1990, ch. 8, § 6(M))

Sec. 36-369. - Flood regulation.

The city shall review each proposed subdivision to ensure the following:

- (a1) *Proposals to minimize flood damage.* All such proposals are consistent with the need to minimize flood damage.
- (b2) *Public facilities to minimize flood damage.* All public utilities and facilities, such as sewage, gas, electrical and water systems are located, elevated and constructed to minimize or eliminate flood damage.
- (c3) *Adequate drainage to be provided.* Adequate drainage is provided so as to reduce exposure to flood hazards.

(Code 1990, ch. 8, § 6(N))

Sec. 36-370. - ~~Dedication of park lands or payment of fees in lieu thereof.~~ Parkland Standards.

- (a) *Prior to approval of planned development.* Prior to approval of ~~a planned development or a final~~ subdivision construction plans or final plat recording, whichever is earliest, each subdivider or developer shall dedicate park land, or contribute cash or park improvements in lieu of land dedication, or any combination thereof as determined by the city ~~planning and zoning commission~~.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Director, ~~when used without a qualifier,~~ means the Parks and Recreation Director ~~of the city's parks, recreation and special services department.~~

- (1) The parkland dedication requirements of this chapter apply to all residential subdivisions, except as provided in subsection (2) of this definition.
- (2) The following are exempt from the requirements of this section:
 - a. A plat with not more than four (4) single-family lots;
 - b. A resubdivision of land that does not increase the number of dwelling units.

Holding costs means any and all costs incidental to the respective tract of land borne by the respective landowner.

~~Major subdivision means any residential subdivision or residential portion of a subdivision fifty (50) residential units or greater.~~

~~Minor subdivision means any residential subdivision or residential portion of a subdivision less than fifty (50) residential units.~~

For the purpose of this subsection, certain words and terms are hereby defined; terms not defined herein shall be construed in accordance with this subsection and chapter 46, zoning, as amended; other codes and ordinances, or their customary usage and meaning.

(c) *Dedication of parkland required.*

- (1) ~~An subdivider applicant~~ of a residential subdivision shall provide for the parkland needs of the residents by the dedication of suitable land for park and recreational purposes.
- (2) The area to be dedicated must be shown on the concept plan and preliminary plat and the plat included in the dedication statement. Prior to filing recording of the plat, the subdivider applicant shall ~~dedicate~~ provide by deed to the city all land required by this section ~~when a final plat is approved. The land itself must be free and clear of all mortgages and liens at the time of such conveyance. It shall not be encumbered with existing or proposed public utility easements or drainage channels that would unduly restrict the development of the site for recreational purposes, unless otherwise approved by the Parks and Recreation Board.~~
- (3) The amount of parkland required to be dedicated by the subdivider applicant to the city is six (6) acres for every 1,000 residents, as determined by the following formula:

$$6 \times (\text{number of units}) \times (\text{residents per unit}) / 1,000 = \text{acres of parkland}$$

- (4) In calculating the amount of parkland to be dedicated under this section, the number of residents in each dwelling unit is based on density as follows:

Dwelling Units Per Acre	Residents in Each Dwelling Unit
Not more than 6	2.8
More than 6 and not more than 12	2.2
More than 12	1.7

-

- (5) —In calculating the amount of parkland to be dedicated under this section, density for a multifamily subdivision is assumed to be the highest permitted in the zoning district, or if the property is not zoned or the zoning does not have a density, twenty-four (24) dwelling units per acre. The subdivider may reduce the assumed density by restricting density in a restrictive covenant enforceable by the city.
- (6) In calculating the total any fraction must be rounded to the nearest whole number.
- (7) Land located in a floodplain area will count for fifty (50) percent credit towards the parkland dedication and floodplain shall not constitute more than fifty (50) percent of the dedication.

~~(d) Criteria for voluntary land dedication.~~

~~(1) Eligibility of subdivisions for park land dedication.~~

- ~~a. Minor subdivisions. The developer of any subdivision classified as a minor subdivision shall not be required to dedicate park land.~~
- ~~b. Cash in lieu of dedication. The developer of minor subdivisions may, at developer's option, pay the cash contribution in lieu of park land dedication, as defined in subsection (d)(1)a of this section, calculated pursuant to subsection (b)(4) of this section.~~
- ~~c. Major subdivisions. The developer of any major subdivision shall be required to dedicate park land. Recommendation of a cash contribution in lieu of park land dedication may be made to the planning and zoning commission by the parks and recreation advisory board.~~

~~(28) Location. The specification and codes adopted by the city council shall be used as a guide for location of park sites, including but not limited to the Comprehensive Plan and any adopted parks plan. All land intended for park purposes shall be inspected both on the plat and in the field by the City director of parks, recreation and special services who shall make a recommendation to the parks and recreation advisory board who shall make a recommendation to the planning and zoning commission. The final decision on acceptance of parkland shall be made by the Parks and Recreation Board planning and zoning commission. This can be an on-site location or an off-site location. If this is to be an off-site location it shall follow park locations as denoted in the Comprehensive Plan or parks plan.~~

~~(39) Credit for private park land and facilities. Subdividers and developers may be allowed a credit against the park land dedication requirement for private parks or recreational facilities provided for the residents of a particular subdivision or planned development. The parks and recreation advisory board shall recommend to the planning and zoning commission the amount of the credit to be allowed, if any. There shall be no credits given under this Section for any private parks or facilities created independently of public parks and facilities.~~

~~(10) Title insurance required. Prior to recording the final plat, the developer shall deliver to the City a title insurance policy with the City as the holder and covering the parkland being conveyed.~~

~~(d) Dual park and storm drainage facility. Use of park land within the area of a storm drainage facility is prohibited, unless otherwise approved by the Parks and Recreation Board.~~

(e) Criteria for contributions in lieu of park land.

(1) Cash contribution in lieu of park land.

- ~~a. The parks and recreation advisory board may recommend to the planning and zoning commission that a cash contribution be made in lieu of park land dedication; If the parkland dedication is to be less than three (3) acres within the City limits, or~~
- ~~b. If future parks are not indicated on the Comprehensive Plan, City park plans, or applicable County parks plan in the area of the subdivision and the applicant cannot purchase off-site land in accordance with subsection (c)(8), then the City may allow as an option a fee-in-lieu of the dedication.~~
- ~~bc. The in-lieu-of-fee shall be paid available in the city secretary's office or amended, as set in section 38-164, permits and licenses, upon receipt by the city and approval of the planning and zoning commission prior to recording of the final plat.~~

(2) Deposit of cash contributions. All cash contributions are to be received by the city shall be received by the director of planning and development and forwarded to the director of finance. The director of finance City shall deposit said funds into the park fund, as established by the city council after final plat approval but prior to filing recording of final plat.

~~(3) Combinations of contributions in lieu of park land. The parks and recreation advisory board may recommend to the planning and zoning commission that a subdivider or developer makes a contribution of park land and cash.~~

- (f) *Reservation of additional park land.* In the event that the park plan, specification or codes for the city specifies a larger amount of park land in a subdivision or planned development than the subdivider applicant or ~~developer~~ may be required to dedicate, the land needed beyond the respective contribution shall be reserved for subsequent acquisition by the city.

(1) City may elect to hold such land by:

- a. Purchasing an option to buy the property for a period and at a price as agreed upon by the city and subdivider or developer applicant.
- b. Indemnifying the owner of the land for all holding costs for a period of time, said costs and time period to be agreed upon by the city and subdivider or developer applicant.
- c. If the city and subdivider applicant or developer cannot agree ~~on subsections (e)(1)a or b of this section~~, then the city may elect to prohibit any development or improvement to the proposed park land for a period not to exceed twelve (12) months, during which time the city shall use reasonable and diligent efforts to acquire the necessary funds or financing to purchase the subject tract.

(2) No provision herein shall in any way be construed as a limitation of the city's authority to acquire park land by eminent domain.

(g) Park improvements

~~(1) In addition to the required dedication of park land or fees in-lieu as set forth above, the developer shall also pay a park improvements fee to the City prior to recording of a final plat or re-plat or approval of the subdivision construction plans, whichever occurs later. Such park improvements fee shall be sufficient to provide for the development of amenities and improvements on the dedicated land to meet the standards for a neighborhood park to serve the area in which the subdivision is located.~~

~~(2) In lieu of payment of the park improvements fee, the City may approve a plan from the developer to construct park improvements. If the park or any portion of the park is within areas shown in the Comprehensive Plan or parks plan as land to meet strategic needs for future parks and/or trails, the developer may be required to construct trails or other park amenities in lieu of payment of the park improvements fee. This plan shall meet the following standards:~~

- a. ~~Amenities and improvements shall include one (1) or more children's play areas, picnic areas, game court areas, turf play fields, swimming pools, recreational buildings, trails (sidewalks, walkways or bike trails), and landscaped sitting areas.~~
- b. ~~The value of amenities and improvements shall be greater than or equal to parkland improvement fee.~~
- c. ~~All park areas and playground equipment shall be in accordance with the U.S. Consumer Products Safety Commission - Publication 325, as currently amended and in accordance with current provisions of the Americans with Disabilities Act.~~

~~(h) Park improvements fee. A parks improvement fee amount is available at the city secretary's office and is set forth in section 38-164, permits and licenses, upon receipt by the city and approval of the planning and zoning commission prior to recording of final plat.~~

~~(hi) Land treatment.~~

- (1) Upon preliminary platting of the park land from the ~~subdivider or developer~~ applicant to the city, the ~~subdivider~~ applicant or developer shall not cause or allow any fill material or construction debris to be dumped on the land, or otherwise alter, damage or impair the land, water or vegetation on the park site, without written permission from the director of parks, recreation and special services. The ~~director of parks, recreation and special services~~ City may allow the ~~subdivider applicant or developer~~ to dump fill material and take other respective actions specified in this subsection when such action would be beneficial to the park land. In such cases, the director of parks, recreation and special services shall provide a letter to the respective subdivider or applicant.
- (2) ~~—~~ The city will have the option to place the park land in a trust for use and leverage in funding as the park is developed. The city attorney shall be involved with the transfer of property to ensure the city has ownership but through the trust process does not lose the ownership of such property.

(Code 1990, ch. 8, § 6(O))

Secs. 36-371—36-398. - Reserved.

ARTICLE IV. - SURVEY REQUIREMENTS

Sec. 36-399. - Placement of monuments.

Monuments, consisting of one-half-inch iron pipe or one-half-inch reinforced steel or larger, ~~twenty-four~~ (24) inches in length, shall be placed at all corners of the block lines, and at the point of intersection of curves and tangents of the subdivision.

(Code 1990, ch. 8, § 7(A))

Sec. 36-400. - Benchmark.

At least one (1) benchmark for each subdivision shall be permanently installed in an approved manner, with the location and the elevation as shown on the plat. Permanent benchmarks shall be five feet long concrete posts six inches in diameter with the top to be at least ~~twelve~~ (12) inches below finished grade.

(Code 1990, ch. 8, § 7(B))

Sec. 36-401. - Lot marker.

Lot markers shall be metal, at least ~~twenty-four~~ (24) inches in length, placed at each corner of all lots, flush with the average ground elevation, or they may be countersunk, if necessary, to avoid being disturbed.

(Code 1990, ch. 8, § 7(C))

Secs. 36-402—36-430. - Reserved.

ARTICLE V. - RESERVATIONS

Sec. 36-431. - Permitted purposes.

No land contained in the proposed subdivision shall be reserved for any use other than a use permitted by chapter 46, zoning, for the district in which the land to be reserved is located.

(Code 1990, ch. 8, § 8(A))

Sec. 36-432. - Designation on plat.

The specific use for which each piece of land is to be reserved must be shown by appropriate label or description on the subdivision plat. Provision for future abandonment of a reservation as may be appropriate must likewise be shown on said plat.

(Code 1990, ch. 8, § 8(B))

Sec. 36-433. - Schools.

The location and size of schools shall be in accordance with the ~~planning and zoning commission's~~ school plan and with the requirements of the Elgin Independent School District.

(Code 1990, ch. 8, § 8(C))

Secs. 36-434—36-464. - Reserved.

ARTICLE VI. - ADMINISTRATION

DIVISION 1. - GENERALLY

Secs. 36-465—36-~~481~~483. - Reserved.

~~DIVISION 2. - VARIANCES~~

~~Sec. 36-482. - Subdivider must show unnecessary hardship.~~

~~When a subdivider can show that a provision of these regulations would cause unnecessary hardship if strictly adhered to and where, because of some condition peculiar to the site, in the opinion of the planning and zoning commission, a departure may be made without destroying the intent of such provisions, the planning and zoning commission may recommend a variance to the city council.~~

~~(Code 1990, ch. 8, § 9)~~

~~Sec. 36-483. - As-built drawings.~~

~~The engineer representing the subdivider shall present to the planning and zoning commission, reproducible complete as-built plans for all paving, drainage structures, water lines and sewer lines other associated infrastructure within the subdivision construction plans within 30 days after completion of each contract.~~

~~(Code 1990, ch. 8, § 10)~~

~~Sec. 36-484. - Filing fees.~~

~~(a) The schedule of fees and charges shall be paid into the general fund of the city when any map or plat is tendered to the planning department, and each of the fees and charges shall be paid in advance, and no action of the city planning and zoning commission or any other board or any other~~

~~agency shall be valid until the fee shall have been paid. The planning department shall calculate the fees and charges and they shall be on file in the city secretary's office.~~

~~(1) Concept plans.~~

~~(2) Preliminary plats and revised preliminary plats.~~

~~(3) Final plats, revised final plats and amended final plats.~~

~~(b) When only one plat is submitted as specified in section 36-31, the fees for a preliminary plat and a final plat shall apply.~~

~~(c) The above fees shall be charged on all plats regardless of the action taken by the city planning and zoning commission.~~

~~(Code 1990, ch. 8, § 11)~~

~~Sec. 36-485. - Penalties; violation of any provision of chapter.~~

~~Violation of any provision or provisions of this chapter by any subdivider shall constitute a misdemeanor and upon conviction of such violation in municipal court of the city, shall be punishable as per section 1-15.~~

~~(Code 1990, ch. 8, § 13(A))~~

~~Sec. 36-486. - Other legal remedies.~~

~~No conviction or convictions under the penal provision of this chapter or the Texas Penal Code shall ever be considered as any bar to any injunctive or other legal remedy, relief, right or power existing in the city, to enforce the application and provisions of this chapter by virtue of the constitution and laws of the state.~~

~~(Code 1990, ch. 8, § 13(B))~~

Sec. 36-~~487~~484. - Compliance with construction standards.

In addition to the specifications written in this chapter all infrastructure shall be constructed in accordance with the city's construction standards. Where or if there are conflicts between this chapter and the construction standards, the city's engineer shall make a determination as to which standard will apply.

(Code 1990, ch. 8, § 14)

Secs. 36-~~488~~485—36-512. - Reserved.

ARTICLE VII. - ACCESS REGULATIONS

Sec. 36-513. - Design of ingress or egress for public streets.

All entrance and exit driveways to public streets shall be located with due consideration for traffic flow and so as to afford maximum safety to traffic on the public streets. Whenever practicable, the city requires a single driveway on the property line between adjacent lots. All such entrances and exits shall be so located, designed, and restricted in number as to:

(~~a~~1) Achieve maximum feasible distance from street intersections and from exiting and proposed access connections from adjacent properties;

(~~b~~2) Minimize left-hand turns and other turning movements;

- (c3) Discourage the routing of vehicular traffic to and from nonresidential uses through local residential streets; and
- (d4) Minimize conflict with vehicular traffic.

(Code 1990, ch. 8, § 12(A))

Sec. 36-514. - Design of ingress or egress for driveways.

In designing and locating entrance and exit driveways, the following regulations shall be observed:

- (a1) Entrance and exit driveways to all state highway routes within the city limits shall be not less than thirty (30) feet in width, i.e., one entrance and exit lane at fifteen (15) feet each nor in excess of forty-five (45) feet (one entrance and two exit lanes at 12 feet each and a maximum nine-foot-wide landscaped median or island) in width for lots used for nonresidential purposes. For residential driveway widths shall not be less than twelve (12) feet nor more than twenty-four (24) feet. Shared driveways are permitted for nonresidential development, i.e., one (1) common driveway serving two (2) contiguous lots to all state highway routes within the city limits and located at/about the common property corner, not exceeding forty-five (45) feet in width, including any proposed median up to nine feet wide. For all driveways other than to all state highway routes within the city limits, entrance and exit driveways shall not exceed twenty-four (24) feet and maximum thirty (30) feet (for emergency vehicles). All access driveways to nonresidential lots shall be at ninety (90) degrees, or within a limit of plus or minus ten (10) degrees off ninety (90) degrees, to the intersecting public street. Landscaped islands or medians beyond the property line are prohibited in the right-of-way without prior written approval of the state department of transportation.
- (b2) Access to all other public streets shall be by no more than two (2) points of access for each 400 feet of lot frontage, or fraction thereof. Lots less than 100 feet in width shall have no more than one point of access to any one public street. In all cases, owners and developer shall provide adequate access to each proposed lot for subdivisions, so that internal traffic management is provided.
- (c3) The minimum separation between driveways along all state highway routes within the city limits is 100 feet. To the greatest extent possible, proposed access to all state highway routes within the city limits should align with existing driveways or public streets on the opposite side of the road. If this is not possible, then there shall be a minimum 120-foot offset, as measured from driveway edge to edge between such driveways. For all other roads or streets, the minimum distance between any two driveway entrances, whether on the same or different lots, shall be 35 feet, measured along the curb line, except for driveways on a cul-de-sac.
- (d4) Driveway entrances shall be set back at least thirty-five (35) feet from the point of tangency of the curb at any intersecting street.
- (e5) Adequate culverts shall be provided under driveway entrances to prevent obstruction of drainage ways. The minimum size shall be eighteen (18) inches or equivalent approved by the city engineer.
- (f6) All driveways shall be designed so as to provide safe vehicular entrance and exit without the necessity of backing out into a public street.
- (g7) Every driveway entrance and exit shall be at roadway grade level where the driveway intersects the city's right-of-way. For access driveways to all state highway routes within the city limits, a negative slope of two (2) percent shall be required where there is no curb and gutter for a minimum of eight feet or to the top of the culvert, and areas with curb and gutter, a positive grade will be allowed.
- (h8) All direct ingress and egress shall be designed so as to minimize increases in traffic flow on other streets within the city. Mutual access agreements on parking lots, driveways and adjoining

properties shall be encouraged. The specific number, width and location of ingress and egress points shall be established by a professional traffic engineer, subject to city council approval.

- (i9) All state highway routes within the city as described by the municipal maintenance agreement between the state department of transportation and the city are:

- (1)a- U.S. 290: From the east city limits to the west city limits.
- (2)b- Loop 109: From the north and east city limits to the intersection of U.S. Highway 290.
- (3)c- SH 95: From the north city limits to the south city limits.
- (4)d- FM 1704: From the intersection of Loop 109 to the south city limits.
- (5)e- FM 3000: From the intersection of Loop 109 to the east city limits.
- (6)f- FM 1100: From 9th Street to the west city limits.

(Code 1990, ch. 8, § 12(B))

Sec. 36-515. - Access for fire apparatus.

Access roadways for fire apparatus shall be designed and adhere to the following regulations:

- (a1) Means of access for fire department apparatus shall consist of fire lanes, private or public streets, commercial driveways, alleys, parking lot lanes, or a combination thereof.
- (b2) Means of access for fire department apparatus shall be constructed of a hard, all-weather surface, concrete or asphalt, adequately designed to support the heaviest piece of fire apparatus likely to be operated on the roadway.
- (c3) Every cul-de-sac more than 150 feet in length shall be provided at the closed end with a turnaround, having a curb radius of not less than fifty (50) feet.
- (e4) Turns or bends in streets shall maintain the minimum surface width for the designated category of street.
- (f5) Turns in publicly owned arterial or collector streets shall be constructed with a minimum turn radius of 100 feet to the centerline. Turns in other public or privately owned ~~minor-local~~ streets shall be constructed with a minimum radius of twenty-five (25) feet at the inside curb line and a radius of fifty (50) feet at the outside curb line.
- (g6) Street surfaces shall not be less than eighteen (18) feet wide, provided no parking is allowed; not less than twenty-six (26) feet wide if parallel parking is allowed on one (1) side; and not less than thirty (30) feet wide if parallel parking is allowed on both sides.
- (h7) Fire lanes in commercial or governmental development shall not be less than twenty (20) feet wide, with eighteen (18) feet surface minimum.
- (i8) Commercial and governmental driveways and alleys shall not be less than fifteen (15) feet in surface width. Residential driveways shall not be less than twelve (12) feet in surface width, except in areas of twenty-five (25) percent grade where ten (10) feet surface width may be used.
- (j9) Finished grades of all driveways shall ~~not be greater than thirty (35) percent. The city council approval is required to exceed finished grades of five percent for commercial and 20 percent for residential driveways.~~ be in accordance with the adopted International Fire Code (IFC).
- (k10) Fire lanes, driveways and alleys connecting to public or private streets shall be provided with flare curb cuts extending at least two (2) feet beyond each edge of street surface.
- (l11) At least thirteen (13) feet six (6) inches of nominal height clearance must be provided over the full width of public streets, private streets, fire lanes, commercial and governmental driveways.

| (~~m12~~) Bridges, when used for access, shall be the same surface width as for fire lanes, public or private streets, driveways, alleys or parking lot lanes, and shall be maintained in accordance with the applicable sections of the building code, using design loading sufficient to carry the imposed loads of the fire apparatus.

| (~~n13~~) Barriers defined as chains, gates, etc., may be provided at the entrance to residential driveways, provided they are installed according to the requirements of the city and fire district.

| (~~o14~~) The method of security for residential development is to be as agreed upon by the contractor and the city and shall be commensurate with the item or area needing security.

(Code 1990, ch. 8, § 12(C))



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 APEX CONTRACTORS TO MAKE NEEDED REPAIRS TO THE ROOF OF THE HISTORIC ELGIN DEPOT MUSEUM; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND MAKE CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Adopt the Resolution to approve an Agreement with APEX Contractors for roofing repairs to the historic Elgin Depot Museum and authorize the City Manager to execute a letter of agreement with staff recommended Contractor.

BACKGROUND:

For the last two years, City staff has had to make temporary repairs to the roof of the building housing the Historic Elgin Depot Museum. The shingles on the roof are over 20 years old and need to be replaced as well as some work needing to be done on the dormers.

Bids were sought from qualified Contractors to determine the cost of the needed repair work. APEX Contractors was the low bid at \$16,475.00.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included {X} not included in the current-year budget { } N/A
Funding for this project will be provided from surplus Hotel/Motel Tax Funds. The recommended Resolution provides for amending the current budget later in the year to reflect this additional cost.

RECOMMENDATION: Approval of the APEX Contractors proposal and authorization for City Manager to execute Agreement.

ATTACHMENTS:

Bid for services Apex Contractors

{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 APEX CONTRACTORS TO MAKE NEEDED REPAIRS TO THE ROOF OF THE HISTORIC ELGIN DEPOT MUSEUM; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND MAKE CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin, a political subdivision incorporated under the laws of the State of Texas, owns the premises hereinafter described and know as the Elgin Union Depot located at Depot Street and Main Street, Elgin, Bastrop County, Texas; and

WHEREAS, an inspection of said premises has revealed failure of components of the roof to provide adequate protection of the building's structure and;

WHEREAS, the City has received proposals from Apex Contractors and Apex Roofing to effect necessary repairs and after evaluating said proposals have determined that Apex Contractors submitted the best bid.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Apex Contractors, in the amount of \$_____ for roof repairs as stipulated in the bid a copy of which is attached as Exhibit A.

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

Section 4. Future Budget Amendment. The City Council does also hereby acknowledge that this item was not specifically included or approved within the *FY 2019-20 City of Elgin Annual Operating Budget*; and that said budget will be amended at a future date to formally appropriate funds for this item. Funding for this item is available from surplus Hotel/Motel Tax Funds.

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

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

PASSED AND ADOPTED this 19th day of November, 2019.

CHRIS CANNON, Mayor

City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

EXHIBIT A



Office:
2995 Dawn Dr., Ste. 101
Georgetown, TX 78628
512-660-4859
Brad Pharr Cell- 512-949-8825

Roof Replacement Proposal- City of Elgin c/o Michael Gonzalez

Date: 11/04/19

Address: 14 Depot Street, Elgin, TX 78621

Submitted by: Brad Pharr- Sr. Project Manager

Dear Mr. Gonzalez,

Thank you for the opportunity to submit this proposal to replace the roof of the Historic Train Depot at 14 Depot Street. I appreciate your time and consideration.

For this project, we would use CertainTeed Landmark AR (Architectural/Dimensional) 30-Yr Class Shingles (same class as presently on the roof). We will include a **50-year CertainTeed Full Replacement Shingle Warranty (4-Star Warranty) and a 10-Year Labor Guarantee**. I am also including a Proposal for installing Class IV Impact Resistant CertainTeed Landmark IR AR Shingles.

We will do a yearly "Roof Check-up" for the first 5 years, to make sure there are no issues or problems with the roof.

We (Apex Roofing & Construction) will supply all materials, tools, and workers to complete the project. Work will be done in a timely fashion and in accordance with "Good Roofing Practices", and we will meet all applicable City codes.

We will replace decaying cedar siding and boards on the dormers with new Hardy Board and Hardy Siding Material. We will caulk and paint the new dormer material the color you determine. The Price for these repairs is included in the price below for the project. As discussed, we will leave the decorative cedar elements to the dormers "as is". We had discussed the color of the new shingles to be Weathered Wood. I will need confirmation of that before material is ordered.

Material (shingles, felt, and other materials) will be "roof-loaded" to prevent theft. At the end of each day, all tools, etc. will be stored properly to prevent theft or injury.

We will make every effort to make this as pleasant a project as possible for the employees of the Depot. We will make sure the public entrance to the museum is clear and free from debris. We will also keep the other areas around the jobsite as clean and orderly as possible during the project.

We will do a complete clean-up when the project is complete- which includes using a magnetic roller around the property to pick up stray nails or other metal. We will make periodic sweeps with the magnetic roller during the project to protect car tires and visitors/employees.

Weather permitting, the re-roof should take two to three days to complete. We will remove the old shingles and felt (down to the decking), apply the synthetic (waterproof) underlay as we discussed, and begin shingling. If there is inclement weather, or the day is done, we will not leave until the roof will be "dried in". Once the work is finished- we will go over the project with you to make sure you are happy with the new roof.

During our discussion, you mentioned that you would have the metal objects on the top of the roof cleaned/sand-blasted and repainted. If you decide to have us do that work, we will be happy to get it done. We will not remove the protective bars supporting the chimneys. We agreed that may be too risky. Instead, we will clean and re-paint those items in place.

Any "unexpected" repairs that we become aware of during the Project will be charged at a mutually agreed upon price.

We will not expect/accept payment in advance of completing the Project unless mutually agreed by the City and Apex Roofing. Payment in full will become due and payable upon completion of the project. Payment via check is the preferred method of payment.

PROPOSAL #1:

Shingle- **CertainTeed Landmark AR (Algae Resistant) Architectural Laminate Shingles
(30-Year Classification/50-year CertanTeed Full Replacement Warranty)
APPLIED WITH 1&1/4" ROOFING NAILS- NOT STAPLES
Color: Weathered Wood**

File any/all paperwork required by the City of Elgin
Maintain insurance for your protection with the City of Elgin listed as the "beneficiary"
Remove and dispose of old shingles, felt, vents, pipe-jacks, etc. (down to decking)
Remove metal decorative pieces on top of dormers for repair
Remove and Replace any damaged decking, fascia or Soffit
Remove and Replace cedar siding on dormers with Hardy Board and Siding as discussed
Caulk and paint dormers when completed. Color to be determined
Install new synthetic felt underlayment
Install CertainTeed WinterGuard Ice & Water Shield around all accessories
Install Ice & Water Shield along pitch transitions on the roof
Install CertainTeed Cedar Crest Hip & Ridge Shingle on ridge-caps and hips
Install color-matched 2" metal drip-edge
Install Continuous Ridge Vent on Ridge(s) where appropriate
Install new plumbing vent-boots
Install new gas vent termination kits (flashing, rain-collar, rain-cap)
Re-Install metal decorative pieces on dormers
Paint all accessories (pipes, vents, etc.) to match
Remove and dispose of all refuse from the job
Run magnet rollers over property to pick up stray nails, etc.

Roof Replacement Price: \$18,000.00

Dormer Repair Price: \$3,760.72 (Our Cost if lower)

Total Price for Project: \$21,760.72

PROPOSAL #2- Impact Resistant 50-year Shingle:

Shingle- **CertainTeed Landmark IR AR (Impact Resistant & Algae Resistant) Architectural
Laminate Shingles
(50-Year Classification/50-year CertanTeed Full Replacement Warranty)
APPLIED WITH 1&1/4" ROOFING NAILS- NOT STAPLES
Color: Weathered Wood**

Roof Replacement Price: \$24,274.37

Dormer Repair Price: \$3,760.72

Total Price for Project: \$28,045.09

I am happy to meet with you to go over the Proposal in more detail or answer any questions you may have. Once you inform me of your decision, I should be able to replace the roof within 7-10 business days of your decision, possibly sooner. Please feel free to call, email, or text me should you have any questions. I look forward to your reply.

Respectfully Submitted,

Brad C. Pharr, Sr. Project Manager
Apex Roofing Companies
512-949-8825
b.pharr@apexroofingcompanies.com



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 CONTROL PANELS USA INC. TO REPLACE THE CURRENT SCADA AND TELEMETRY SYSTEMS AND SERVICES FOR THE CITY OF ELGIN WATER SUPPLY SYSTEM; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND MAKE CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Adopt the Resolution to approve an Agreement with Control Panels USA Inc. (CPUSA) as submitted and authorize the City Manager to execute a letter of agreement with staff recommended Contractor.

BACKGROUND:

Operation of the City's water supply system is dependent to a certain extent on utilizing a Supervisory Control and Data Analysis System (SCADA) to automate certain monitoring and control functions. The current vendor providing that service will no longer be available in the future and a new vendor needed to be found. RFP's were sent out to qualified vendors for this service, who were asked to bid on the service with a proposed method of transition to the new system.

CPUSA submitted the lowest bid as reflected on the bid summary which follows and can provide a suitable replacement system.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included {X} not included in the current-year budget { } N/A
Funding for this project is provided from proceeds from the sale of the 2019A CO Bonds.

RECOMMENDATION: Approval of Proposal by CPUSA Inc. for installation and maintenance of SCADA System.

ATTACHMENTS:

Summary Listing of bids from qualified vendors and a Resolution to approve acquisition of services offered by CPUSA Inc. and authorizes the City Manager to execute the Agreement.

{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 CONTROL PANELS USA INC. TO REPLACE THE CURRENT SCADA AND TELEMETRY SYSTEMS AND SERVICES FOR THE CITY OF ELGIN WATER SUPPLY SYSTEM; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND MAKE CERTAIN FINDINGS RELATED THERETO.

WHEREAS, effective and efficient operation of the City of Elgin's water supply system is dependent at least in part on use of a reliable and effective set of controls (SCADA) to monitor and alert system operators to any malfunctions or needs to adjust controls of the pumping, treatment, storage and distribution components of the system; and

WHEREAS, the current provider of this control system (Coercive Electronics, Inc) has provided this service in the past but will not provide these services in the future thus requiring the need to secure the services of another provider; and

WHEREAS, the City requested proposals from firms qualified to provide this service and received bids for providing the necessary services; and

WHEREAS, Control Panels USA Inc. submitted the most competitive bid for the requested services.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Control Panels USA Inc. (CPUSA) to provide the systems specified in the proposal as defined in proposal a copy of which is attached as Exhibit A.

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

Section 4. 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 5. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 3rd day of December, 2019.

CHRIS CANNON, Mayor

City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

EXHIBIT A



Control Panels USA Inc.
*Control Systems and Quality Panels that
Exceed Customer Expectations*

**Proposal for the
Replacement of the SCADA & Telemetry Systems
and Services for City of Elgin Water System**



16310 Bratton Lane
Building 1, Suite 100
Austin, TX 78728
Phone: (512) 863-3224 Fax: (512) 868-5446
www.controlpanelsusa.net
Prepared By: Michael Holan



City of Elgin Replacement SCADA & Telemetry Systems

Proposal

Executive Summary

CP USA understands the critical nature of providing support services for the City of Elgin's mission critical Supervisory Control and Data Acquisition (SCADA) systems. To that end, CP USA employs a full support staff of highly qualified personnel including Project Managers, Programmers, Control Technicians and CAD Designers that are committed to providing each customer with the highest level of quality, service and workmanship.

Since our founding in 2000, CP USA has successfully completed hundreds of projects and built tens of thousands of control panels. CP USA projects span diverse industries with a majority in municipal water/wastewater treatment facilities with project values from \$50,000 to several million dollars.

In addition to panel fabrication, CP USA provides a full complement of field services that include installation,

troubleshooting, instrumentation configuration/calibration, loop checks, full field functionality testing and commissioning, and training.

Furthermore, CP USA's SCADA and PLC Integration Services encompass a wide array of SCADA and PLC hardware and software platforms. **CP USA, as a Certified Wonderware Solution Provider, with four Wonderware programmers on staff**, is uniquely qualified with highly skilled personnel for this project.

Finally, CP USA's Project Management Methodology provides a framework which incorporates industry standard best practices and ensures CP USA Project Managers have the tools, resources, upper management support and oversight to execute projects. The keystone to this methodology is the development of a custom Project Plan for each project. The components of the CP USA Project Plan are detailed below.

Project Plan

The following pages will provide additional details into each component of the Project Plan structure listed above. Where possible, specific project approach details have been included to give the City of Elgin an in-depth look at how CP USA would specifically approach this project.

CP USA will develop a Project Plan that will define the key components of the project and ensure the successful delivery of the project throughout its life cycle.

The Project Plan will consist of the following:

- Resource Identification & Scheduling for Each Site
- Scope Definition
- Project Schedule
- Project Kick-Off/Pre-Submittal Coordination Meeting(s)
- Design & Submittal Phase
- Procurement Phase
- Fabrication Phase
- Factory Testing Phase
- Field Installation Phase
- Field Testing Phase
- Training
- Project Closeout



City of Elgin Replacement SCADA & Telemetry Systems

Resource Identification & Scheduling

Project Management

Once contractual paperwork has been completed Martin Salyer, CP USA President, will assign the City of Elgin SCADA Improvements Project to a Project Manager. The Project Manager with, assistance from Martin Salyer, will identify the other company support staff needed to effectively execute the project. Martin will provide ongoing project management oversight of the project throughout its life cycle.

Programming

David Morgan, CP USA Vice President and Application Integration Manager will assign the City of Elgin SCADA Improvements Project to a **Wonderware Programmer**. David will provide support and ongoing oversight of the CP USA Programmer throughout the project life cycle. David is uniquely qualified for this role, as he has earned the Wonderware Operations & Configuration Training Certification.

Field Services

Brian Wetherholt, CP USA Vice President and Field Services Manager will assign the City of Elgin SCADA Improvements Project to CP USA Control Technician(s) and provide support and oversight throughout the project life cycle.

The CP USA Project Manager will provide direct coordination and scheduling oversight for the Control Technician(s) throughout the field installation phase of the project.

Scope Definition

The City of Elgin SCADA Improvements Project includes the incorporation of certain existing components at the eleven (11) separate locations, noted below, and the integration of a new Wonderware system. The scope includes but is not limited to furnishing and installing new electrical equipment, new RTU back panels, antennae, and radio telemetry. CP USA will perform all SCADA integration work and replace as necessary the existing hardware and software in the existing RTU enclosures.

The scope of the contract **does not** include the replacement of any field instrumentation. CP USA makes this proposal in good faith on the assumption that all field instrumentation is fully functional and calibrated. If during the construction process, CP USA encounters problems with any instrumentation, CP USA will immediately contact City of Elgin Personnel. CP USA will work with the City of Elgin to develop a plan to correct the situation so that construction may continue with minimal detriment to the schedule.

Once project submittals are approved, CP USA anticipates the Wonderware application integration work could begin immediately.

CP USA strives to provide a smooth implementation/delivery plan. To that end, CP USA utilizes the aforementioned Project Plan framework. CP USA's intent will be to develop a well-thought-out Project Plan and establish good, open communications with City of Elgin.

The following is a brief synopsis of the scope of work broken down by each of the eleven (11) project locations as detailed in the project plans and specifications:



Control Panels USA Inc.

City of Elgin Replacement SCADA & Telemetry Systems

Base Station (Master Control Unit) -Office of the Utility Director

- Equipment to be re-utilized: Dell PC, back-up battery, Sensaphone, and MTU enclosure, and radio tower.
- Wonderware InTouch System Platform will be installed on existing PC per SCADA System Specification Section 2.2. The InTouch system will have 1,000 tag capacity. Based on our analysis, the SCADA system will only utilize 25-30% of the 1,000-tag count. This approach will save the City of Elgin money on the initial system and can be easily expanded based on future needs.

Water Towers Control Panels

- Equipment to be re-utilized: RTU enclosures, and radio towers.
- RTU Equipment will be installed that is capable of monitoring level and providing control of respective valves and/or transfer pumps per SCADA System Specification Section 2.4
- **Water Towers #1 & #2 RTU's monitor/control level analog transducers;**
- **Elgin Oaks Water Tower RTU monitor/control level analog transducer, door status/alarm, and motion detector**
- **Any additional control or monitoring requirements may affect the price of individual RTU's**

Water Treatment Plants #1 & #2

- Equipment to be re-utilized: RTU enclosure, back panel, tower, existing relays, terminal blocks signal transmitters.
- RTU Modifications – includes integration of certain existing components to the new Wonderware application, including both graphics and database updates
- Integration of new radio to communicate with MTU at the Base Station
- Electrical scope of work as defined in project and specifications
- **The RTU will monitor the following inputs for both Plant #1 & Plant #2:**
 - Pre-chlorine- Analog
 - Post-Chlorine - Analog
 - Chlorine Residual – Analog
 - Flow Totalize-Analog
 - Extra Status points: Chloride Leak, Filter-High level, Filter Backwash, Filter Flooding, MCC power failure, Polymer Status, Ferric Status
 - Flow Meter-Analog
 - Polymer Out- Analog
 - Sea Quest-Analog
 - Fe Chloride -Analog
- **The RTU will also control Sludge Pumps #1-4 and Decant Pumps #1-4 based on their respective flow meters. Water Plant on/off controlled by the level transmitter in the Ground Storage Tank(s)**

Elgin Oak High Service Pump Station & Ground Storage Tanks

- Equipment to be re-utilized: enclosure, back panel, level transmitters, flow meters, valve controls, pump control panels, and tower.
- Existing RTU will house a new radio and associated PLC to enable communications with Base Station MTU
- New Radio Telemetry – includes connecting a new radio to the new antenna and to the new RTU's
- RTU Equipment will be installed which is capable of providing control of respective valves and transfer pump stations for tank filling based on level set points per SCADA System Specification Sections 2.3 and 2.5.
- Electrical scope of work as defined in project drawings and specifications
- **Ground Storage Tanks #1 & #2 RTU will monitor/control 2 analog flow meters, 2 residual chlorine monitors, and on/off/status of the 6 booster pumps.**
- **Any additional control or monitoring requirements may affect the price of individual RTU's**

Well Sites #10, #14, #15, & #16

- Equipment to be re-utilized: enclosure, back panel, level transmitters, valve controls, pump controls
- Existing RTU's house the new radio and associated PLC's to enable communications with Base Station MTU
- New Radio Telemetry – includes connecting a new radio to the new antenna and to the new RTU's
- Electrical scope of work as defined in project drawings and specifications
- **Each Well RTU will monitor/control the well control on/off, well run status, analog flow meters, and a water level analog transducer**



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- Any additional control or monitoring requirements may affect the price of individual RTU's

Piston Hill UST & Booster Station

- Equipment to be re-utilized: enclosure, back panel, level transmitters, valve controls, pump control panels, GE Panametrics Aqua Trans Flowmeters and tower.
- Existing RTU's house a new radio and associated PLC's to enable communications with Base Station MTU
- New Radio Telemetry – includes connecting a new radio to the new antenna and to the new RTU's
- New RTU equipment will be installed and capable of communication with the Booster Station Pump Control Panels via ethernet per SCADA System Specification Section 2.3
- Electrical scope of work as defined in project drawings and specifications
- The RTU at the Piston Hill UST & Booster Station will control/monitor the UST submersible analog level transducer, 2 analog flow meters, and on/off control & status of the 4 Booster Pumps.
- Any additional control or monitoring requirements may affect the price of individual RTU's

Pricing

DESCRIPTION	QTY.	UNIT PRICE	EXTENDED PRICE
Water Treatment Plants #1 & #2	1	\$24,700	\$24,700
Water Wells #10, #14, #15, & #16	4	\$7,800	\$31,200
Water Towers #1, #2, & Elgin Oaks	3	\$7,800	\$23,400
Ground Storage Tank Site	1	\$14,700	\$14,700
Underground Storage Tank Site	1	\$12,300	\$12,300
Master Control Unit	1	\$9,200	\$9,200
Proposed Hardware/Software Purchase, Installation	1	\$19,700	\$19,700
Annual License and Maintenance	N/A	\$0	\$0
Grand Total			\$135,200

Proposed Standard Rates

These rates will apply to work outside the scope of this contract such as service calls and other discrete tasks such as programming services beyond the SCADA and Telemetry Systems Replacement project.

DESCRIPTION	UNIT PRICE
Hourly Field Service (Not including Travel)	\$85.00/hr.
Minimum Field Service Charge (Including Travel)	\$380.00/daily trip
Programming Services	\$145.00/hr.
Telephone Support (if applicable)	\$0.00

Project Schedule

CP USA's Project Manager will develop and publish a CPM (critical path method) based project schedule that encompasses not only CP USA's scope of work, but the work of CP USA subcontractors, other General Contractors, as well as City of Elgin requirements, constraints, and substantial/final completion date goals.

Project Kick-Off/Pre-Submittal Coordination Meeting & General Housekeeping Tasks

- CP USA will schedule a Project Kick-Off Meeting with City of Elgin personnel and all other stakeholders. The agenda for the meeting will be as follows:
- City of Elgin feedback will be incorporated into the project documentation including the submittal deliverables and



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- project schedule as necessary.
- CP USA will request from City of Elgin a copy of the documented PLC applications to assist in preparing new RTU programs.

Submittal Phase

CP USA's Project Manager will develop a submittal schedule to help organize and track the various submittals throughout the submittal phase of the project.

The submittals for the City of Elgin project may include, but not be limited to the following:

- Control panel layout drawings
- Electrical schematics
- Schedules of equipment (BOM)
- Equipment/component datasheets
- Heat loss or power calculations
- Network architecture diagrams
- PLC applications
- OIT screen shots
- SCADA (Top-End) graphic screen shots
- SCADA database applications

Procurement Phase

After submittal approval, CP USA's Project Manager will begin the procurement of any/all long lead equipment/materials associated with the new RTU's, in order to maintain the critical path as identified in the project schedule.

The remaining equipment will be procured according to the project schedule to meet and maintain the applicable project milestones, deadlines, and overall construction schedule throughout the different phases of the project.

Panel Fabrication Phase

After submittal approval, CP USA's Project Manager will submit a work order with an expected completion date for the control panels, along with all approved control panel layout and electrical schematic drawings to the fabrication shop. A CP USA fabrication shop manager will review all panel drawings and meet with the Project Manager prior to the start of panel fabrication to identify any special considerations or project specific requirements for the panels.

Factory Testing Phase

Un-Witnessed Factory Test (UFT) - Once fabrication of the control panels is completed, and prior to performing a System Integration Test, CP USA will perform internal testing on the control panels to ensure the control system is complete and ready for operation. This testing will be performed at the CP USA facilities and will include, at a minimum, the following documentation forms and associated test procedures:

- Panel Quality Checkout Procedure
- UFT System Checks
- I/O Tests
- PLC and/or HMI Verification

Witnessed Factory Test (WFT) - This is a joint test between the Owner and/or Engineer and CP USA, if required, at the CP USA facility in Austin, Texas.

Field Installation Phase

The Project Manager, Programmer, and Control Technician(s) will meet prior to mobilizing to the project site, to review the Project Plan, including the project scope of work, project schedule, and project documentation including all applicable control panel drawings and.



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Once mobilized, CP USA's Control Technician(s) will be responsible for performing the following services:

- Termination and labeling of all control wires within all new and existing RTU panels, field instrumentation, radio telemetry and any other equipment supplied by CP USA
- Orientation of the antennae where needed.
- Maintaining field as-built drawing and instrumentation configuration/calibration documentation for each RTU panel.
- Loop check verifications and testing for each RTU panel to all applicable field devices and the existing Wonderware System
- Field Testing

Once mobilized, CP USA's Programmer will be responsible for performing the following services:

- Downloading the 80% complete PLC application to each of the existing RTU panel MicroLogix 1400 PLC's
- Performing online editing with each MicroLogix 1400 PLC as required to add the new I/O
- Online editing to add new Wonderware screens
- With assistance from the Control Technician, the Programmer will perform loop check verifications and testing from each RTU to all applicable field devices and the new Wonderware System

Field Testing Phase

Operational Readiness Test (ORT)

Once installation of all control panels, field instrumentation, and other equipment is complete, or portions thereof, CP USA will perform Operational Readiness Testing.

Functional Demonstration Test (FDT)

Once the ORT has been successfully completed, the FDT will be scheduled. This is a test of the full operation and functionality of the completed system and will be performed with the Owner/Engineer, all contractors, and programmers present. This test is primarily intended to check programming and full functionality of all equipment as installed and tested during the ORT.

Site Acceptance Test (SAT)

Once the FDT has been successfully completed, the SAT will be scheduled. This test is to be conducted by plant personnel with full operation of the plant and control system. CP USA will have personnel available on call and as needed during this testing.

Training

CP USA will provide informal Wonderware training as necessary during the project to facilitate the phased project approach that is anticipated for this project. Training will include documentation for provided equipment along with specific hands-on instruction in the configuration, calibration, troubleshooting strategy, and recommended maintenance of supplied equipment.

Project Close-Out

CP USA's Project Manager will schedule the CP USA Control Technician and CP USA Programmer to complete any remaining punch list items as required. Once all field as-built's and field instrumentation configuration/calibration reports are complete, the Project Manager will develop and submit for review and approval a Preliminary O&M Manual with updated Schedules of Equipment (BOM), associated component/equipment datasheets, final as-built drawings, and field instrumentation configuration/calibration reports.



City of Elgin Replacement SCADA & Telemetry Systems

Troubleshooting Services

CP USA's corporate office based locally in Austin, Texas will maintain a full service staff that will be available to perform SCADA services that are either scheduled through a Work Order approach or not scheduled as an emergency base type of call out available 24 hours a day 7 days a week.

CLARIFICATIONS

The following are clarifications, exceptions, and/or or assumptions made by Control Panels USA:

- CP USA has not included any other major equipment, panels, instruments, or services unless specifically called-out above
- Pricing is only valid if order is received for all items and quantities indicated above. Any pricing shown as broken out is only as an aid for bid purposes.
- Pricing does not include any permits, bonds, or taxes of any kind
- Any withheld retainage, the maximum thereof shall not exceed 5%, shall be paid upon full completion of CP USA's scope of work and acceptance by Owner.
- Should the need arise to cancel an order after receipt of a Purchase Order, CP USA will be entitled to compensation for all work performed, as well as any non-returnable equipment, including overhead and markup, prior to cancelation of order
- This proposal is considered Confidential & Proprietary information of Control Panels USA Inc. It shall only be used by client for consideration of this project. Disclosure to other parties outside of client is prohibited without express written consent by Control Panels USA Inc.

This Proposal including the subsequent Terms and Conditions is accepted on this _____ day of the month of - _____, in the year _____ by the following parties:

OWNER

City of Elgin, Texas

Printed Name:

Title:

Date Signed:

CONTRACTOR

Control Panels USA Inc.

Printed Name:

Title:

Date Signed:



Terms and Conditions of Sale

The following terms and conditions shall apply to all purchases from Control Panels USA Inc. ("CP USA").

Orders

All purchases under this agreement shall be made by Orders issued by Purchaser through individual written purchase orders sent to CP USA's principal business address. Each order shall be subject only to these Terms and Conditions of Sale. Terms and conditions on an Order that are in addition to or different from these Terms and Conditions of Sale and/or any pre-printed terms and conditions on an Order shall be ineffective and void, unless CP USA has agreed in writing to such said terms.

Payment

CP USA shall issue invoices upon shipment of goods, conclusion of services, monthly pay applications, or other pre-agreed schedules. All invoices are due Net 30 from date of issued Invoice. CP USA does not accept nor authorize pay when get paid terms, and all Invoices are due regardless if purchaser has been paid for such said goods or services. Purchaser will promptly advise CP USA of any billing discrepancies or disputes regarding an invoice. Overdue payments will be subject to a late payment charge of one and one-half percent (1.5%) per month of the overdue amount (but not to exceed the maximum lawful rate). Purchaser will reimburse CP USA for reasonable attorneys' fees and other costs associated with collecting delinquent payments.

Purchaser shall be put on Credit Hold if Purchaser has an unpaid account balance of over 30 days late or as otherwise deemed necessary by CP USA. CP USA shall proceed to collect all monies owed through use of Mechanic's Lien, Bond Claims, or other suitable means as allowed by law.

Sales Tax

CP USA will collect applicable sales and use tax on each sales order, unless a sales tax exemption certification has been provided at the time of order placement. When ordering please indicate clearly which items are tax exempt.

Shipment

Quoted shipping dates are based on estimates at the time of quotation. CP USA shall use its best efforts to meet such shipping dates, but it shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries.

Force Majeure

CP USA shall not be liable for delays or failure to perform hereunder for any cause beyond CP USA's reasonable control, including without limitation: fire, flood or other casualty or Act of God; strikes or other labor trouble; shortage of labor, materials, fuel, or production facilities; delay or interruptions in transportation; war; embargoes; legal restrictions or actions of any governmental authority.

Quality Control

All custom designs shall be based on contract specifications and drawings. All custom panel designs shall be submitted to Purchaser for approval. Submittal will include at a minimum a Schedule of Equipment for each panel, equipment cut sheets, panel layout drawings, and electrical schematics. Once submittals are approved and accepted, CP USA will custom build said panels according to the approved submittal. Due to the inconsistency with specifications, contract drawings, and required equipment operation, approved submittals shall take precedence over any other documentation



Control Panels USA Inc.

City of Elgin Replacement SCADA & Telemetry Systems

or project requirements.

CP USA will perform internal Quality checks, including power up and functional test of all panels prior to shipment. At any time Purchaser may request from CP USA a copy of completed test reports.

Right of Inspection and Rejection

Material and equipment supplied by CP USA shall be received subject to Purchaser's inspection and approval within a reasonable amount of time after delivery. Purchaser has the right to reject and refuse any equipment not meeting requirements. Materials may be returned to CP USA at CP USA's expense.

Equipment Modifications and Resolution

In the event a product or panel does not fully meet the need or intent of project, controlled equipment, or other requirements, as may become evident during startup or commissioning, due to inaccurate design information, adverse field conditions, equipment provided by others not meeting the design requirements, etc., Purchaser can work with CP USA's tech support to resolve any all issues to help ensure equipment operates as desired. CP USA will work diligently to help resolve any issues and will authorize the best course of action to timely resolve said issue, including authorizing Purchaser, local contractors, or other qualified personnel to make changes to CP USA provided panels without voiding warranties, having equipment sent back to CP USA facility for modifications, or deploying qualified CP USA personnel to the project site. CP USA reserves the right to select best course of action to help resolve any issues with such equipment.

Limited Warranty

CP USA warrants any products delivered hereunder will be free from defects in material or workmanship for a period of one year from the date of shipment. CP USA's sole obligation under this warranty shall be to repair or replace, at CP USA's option, any product which is non-conforming provided any such product failure was not caused by a subsequent modification of the product, misuse or a failure to follow any applicable instructions for the product.

Limitation of Liability

CP USA'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM ANY BREACH OR DEFAULT BY CP USA IN CONNECTION WITH THE SALE OF GOODS HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE THEREOF, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, AND IN NO EVENT SHALL CP USA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. NO REPRESENTATIVE OF CP USA, NOR ANY OF CP USA'S DISTRIBUTORS OR DEALERS, IS AUTHORIZED TO MODIFY THIS SECTION OR TO ISSUE ANY WARRANTY REGARDING GOODS DELIVERED HEREUNDER ON BEHALF OF CP USA. BUYER AGREES THAT ANY CIVIL ACTION AGAINST CP USA RELATING TO OR ARISING OUT OF THE SALE OF GOODS HEREUNDER SHALL BE COMMENCED WITHIN ONE (1) YEAR OF THE DATE THE CAUSE OF ACTION ACCRUED; OTHERWISE IT SHALL BE BARRED.

Entire Agreement

These Terms of Sale constitute the entire and exclusive agreement between Purchaser and CP USA.

Governing Law

These Terms and Conditions shall be construed, interpreted and performed exclusively according to the laws, excluding conflict of law rules, of the State of Texas.

In order of Total Cost of Installation

		Sure Tec				
		CPUSA	MEERS	TraCntrl	Alterman	DataFlow
Proposed Standard Rates						
Hourly Field Service (Not including Travel)	\$__ / hour	\$ 85.00	\$ 125.00	\$ 125.00	\$ 140.00	\$ 90.00
Minimum Field Service Charge (Including Travel)	\$/ daily trip	\$ 380.00	\$ 125.00 *	\$ 250.00	\$ 420.00	\$ 190.00
Telephone Support (if applicable)	\$/ hour	\$ -	\$ 125.00 **	\$ 125.00 *	\$ 100.00	N/A
* Plus Mileage						
** 1st 15 Min. Free						
* 1st 30 Min. Free						
after is hrly rate						
after is hrly rate						
Flat Rate Bids						
Water Treatment Plants #1 and #2		\$ 24,700.00	\$ 33,900.00	\$ 45,075.00	\$ 38,817.00	\$ 45,000.00
Water Wells (4)		\$ 31,200.00	\$ 50,400.00	\$ 43,978.00	\$ 45,200.00	\$ 80,000.00
Water Tower s #1 and #2 and Elgin Oaks RTU		\$ 23,400.00	\$ 37,800.00	\$ 32,675.00	\$ 41,200.00	\$ 51,000.00
Ground Storage Tank Sites		\$ 14,700.00	\$ 13,000.00	\$ 15,040.00	\$ 39,600.00	\$ 40,000.00
Underground Storage Tank Sites		\$ 12,300.00	\$ 13,000.00	\$ 12,415.00	\$ 15,200.00	\$ 20,000.00
Master Control Unit		\$ 9,200.00	\$ 16,700.00	\$ 23,210.00	\$ 9,500.00	\$ 7,500.00
Total		\$ 115,500.00	\$ 164,800.00	\$ 172,393.00	\$ 189,517.00	\$ 243,500.00
Proposed Hardware/Software purchase, installation						
Annual License and Maintenance Fee:		\$ 19,700.00	\$ 37,700.00	\$ 35,750.00	\$ 40,315.00	\$ 17,500.00
		N/A	\$ 2,900.00 *	\$ 2,100.00	\$ 9,065.00	N/A
* for HMI Software						
		\$ 135,200.00	\$ 202,500.00	\$ 208,143.00	\$ 229,832.00	\$ 261,000.00



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Adjourn into Executive Session pursuant to Section §551.087 Deliberation Regarding Economic Development Negotiations and pursuant to Section §551.072 Deliberations about Real Property: A Real Estate Contract between the City of Elgin Economic Development Corporation and Elgin Endeavors NH, LLC

DEPARTMENT: City Manager

PROPOSED ACTION:

Consider information presented by staff in Executive Session.

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

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

ATTACHMENTS:

None.

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

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