AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JANUARY 7, 2020
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 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 Planned Development District (PDD), The Property Being Approximately 65.643 Acres Of Land And Being Described In Exhibit "A", Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

   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. **PRESENTATION**

1. **PROCLAMATION FOR 31st ANNUAL WALK FOR PEACE JUSTICE AND EQUALITY**

   Documents:

   EXECUTIVE SUMMARY PROCLAMATION MLK DAY .PDF
   2020 PROCLAMATION FOR MLK DAY.PDF

VIII. **CITY MANAGERS REPORT**

1. **REQUEST STREET CLOSURE ON DEPOT STREET FROM AVENUE C TO MAIN STREET, ON SATURDAY APRIL 25 FROM 4 PM TO 1 AM, REQUEST TO WAIVE THE OPEN CONTAINER ORDINANCE FROM 6 PM TO MIDNIGHT IN VETERANS MEMORIAL PARK AND ON DEPOT STREET, AND REQUEST WAIVER OF RENTAL AND ASSOCIATED FEES FOR RELAY FOR LIFE OF ELGIN RELAY FEST.**

   Documents:

   EXECUTIVE SUMMARY RELAY FOR LIFE EVENT REQUESTS .PDF
   ELGIN CITY COUNCIL REQUEST.PDF
   DOC_20191122144341.PDF

2. **General Activity Report And/Or Project Update**

   Documents:

   EXSUMMARY - GENERAL ACTIVITY REPORT.PDF

IX. **CONSENT AGENDA**

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

1. **City Council Regular Meeting Minutes - December 3, 2019.**

   Documents:

   EXSUMMARY SHEET MINUTES.PDF
   CITY COUNCIL MINUTES 12-03-19.PDF

X. **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 FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

   Documents:

   COUNCIL COVERSHEET.PDF
   ANNEXATION PACKET.PDF
   LETTER OF INTENT_ELGIN_SCR DEC 11_2019.PDF

2. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

   Documents:

   COUNCIL COVERSHEET.PDF
   WARD ASSIGNMENT ORDINANCE.PDF
   MAP.PDF
   LETTER OF INTENT_ELGIN_SCR DEC 11_2019.PDF

3. **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 Planned Development District (PDD), The Property Being Approximately 65.643 Acres Of Land And Being Described In Exhibit "A", Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

   Documents:

   COUNCIL COVERSHEET.PDF
   REZONING PACKET.PDF

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO DESIGN OF A VACTOR TRUCK DUMP BASIN AND ENVIRONMENTAL SERVICES IN CONJUNCTION WITH EXPANSION OF THE CITY'S WASTEWATER TREATMENT PLANT AND MAKING CERTAIN FINDINGS RELATED THERETO.**

   Documents:

   EXSUMMARY TRC ENG SERVICES VAC TRUCK DUMP SITE.PDF
   RESOTRCDESIGN DUMP SITE.PDF
   WWTP VACTOR TRUCK DUMP BASIN ENVIRONMENTAL SERVICES.PDF

5. **AN RESOLUTON ENTERING INTO AN AGREEMENT OF SERVICES BETWEEN THE CITY AND NATIONAL SIGN PLAZAS INC. FOR PLACEMENT OF SIGNAGE IN THE RIGHT-OF-WAY WITHIN THE CITY AND ITS EXTRATERRITORAL JURISDICTION FOR PROVIDING DIRECTION TO SUBDIVISIONS, DEVELOPERS, HOMEBUILDERS, AND PUBLIC FACILITIES.**

   Documents:

   COUNCIL COVERSHEET.PDF
   ELGIN PLAZA SIGN AGREEMENT.PDF
   SIGNS IN ROW RESOLUTION.PDF

6. **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
   COMMUNITY SUPPORT CONTRIBUTIONS 2015-2020.PDF
   NON-PROFIT ORGANIZATIONS 2019-20.PDF

7. **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

8. **Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including:**

   - Board of Adjustments
   - Building Standards Commission
   - Economic Development Corporation Board of Directors
   - Historic Review Board
   - Library Advisory Board
   - Main Street Board
   - Planning and Zoning Commission
   - Parks and Recreation Advisory Board
   - Public Safety Advisory Committee

Documents:

EX SUMMARY APPOINTMENTS.PDF
MEMO BOARDS AND COMMISSIONS LIST TO COUNCIL (002).PDF
AMY MILLER MEMO MAIN STREET AND HISTORIC BOARD .PDF
ORD2017-10-10-19 RULES AND PROCEDURES FOR BOARDS AND COMMISSIONS (002).PDF
VICKI DUNBECK.PDF
PATRICK GADIANO.PDF
JAKE CARTER.PDF
CYNTHIA BURCHFIELD.PDF
DENISE HALTER.PDF
MARLA JENSEN.PDF
JACK REID.PDF
TIFFANY FINLEY.PDF
JOY CASNOVSKY.PDF
CHARLES MCINNIS 2.PDF

XI. EXECUTIVE SESSION

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

1. **Adjourn Into Executive Session Pursuant To Section §551.087 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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. ADJOURMENT

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

I, Amelia Sanchez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, January 3, 2020, 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 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 Planned Development District (PDD), the property being approximately 65.643 acres of land and being described in Exhibit "A", attached hereto and providing a savings clause and repealing conflicting ordinances and resolutions.

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 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 Planned Development District (PDD), the property being approximately 65.643 acres of land and being described in Exhibit "A", attached hereto and providing a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND:

The Planning & Zoning Commission held a public hearing on the requested rezoning on December 16, 2019. At that meeting the Commission recommended approval of the request.

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: PROCLAMATION FOR 31st ANNUAL WALK FOR PEACE JUSTICE AND EQUALITY.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve proclamation for 31st Annual Walk for Peace Justice & Equality and have a photo with volunteers.

BACKGROUND:
The City of Elgin and the Bastrop County Martin Luther King, Jr. Holiday Commission work together to host the annual Walk for Peace Justice and Equality in Bastrop County. The walk rotates each year occurring in Bastrop, Smithville and Elgin. For January 20, 2020 the walk will be in Elgin. The walk will start at 10am the Depot Museum 14 Depot Square with brief welcome and remarks from Councilwoman Mary Penson. The Walk will leave from the Depot Museum travel South on Main Street to Alamo Street, turn left to Martin Luther King Boulevard, where it will turn right and terminate at Booker T Washington Elementary School. There will be a program in the gymnasium which includes greetings from the Mayors of Bastrop, Smithville and Elgin as well as presentations from scholarship recipients from each high school in the County. Approximately 200 people participate in the walk. The walk is held in recognition of Martin Luther King Jr.and includes the motto – Celebrate! Remember! Act! A Day on Not a Day Off!

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

RECOMMENDATION: Approve proclamation for 31st Annual Walk for Peace Justice & Equality and have a photo with volunteers.

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.
{ } 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.

PROCLAMATION

Whereas, *Dr. Martin Luther King, Jr. was felled by an assassin's bullet on April 4, 1968, at the age of thirty-nine; and,*

Whereas, *the President and the Congress of the United States of America, the Governor of the State of Texas, the County Judge and Commissioners of Bastrop County and the Mayor and City Council of the City of Elgin have declared the birthday of Dr. Martin Luther King, Jr. as a National, State and Local Holiday; and,*

Whereas, *Dr. King gained acclaim through his work to bring about social, political and economic equality for all Americans by peaceful means and nonviolent resistance; and,*

Whereas, *despite the honors bestowed upon him, including the Nobel Peace Prize, he wanted most to be remembered as a servant to others; and,*

Whereas*, Coretta Scott King died on January 30, 2006 at age 78 after almost forty years of carrying on the legacy established by her husband; and,*

Whereas*, Coretta Scott King is worthy of honor in her own right as she did not hesitate to pick up the mantle of her late husband by continuing to honor his work; and,*

Whereas*, Mrs. King helped lead the effort to establish a national holiday in her husband's honor and in founding the Martin Luther King Jr. Center for Non-Violent Social Change in Atlanta ; and,*

Whereas, *the theme for this holiday is*
"Remember! Celebrate! Act! A Day on…Not a Day Off!!!" and

Whereas, *the 31st annual walk and program will be held in Elgin on Monday, January 20, 2020*

NOW THEREFORE *be it proclaimed by the Mayor and City Council of the City of Elgin, Bastrop County, Texas, that* ***Monday, January 20, 2020*** *be recognized as*

Dr. Martin Luther King, Jr. and Coretta Scott King Day

AND THAT, *all citizens are urged to unite with the* ***Cities of Bastrop, Elgin and Smithville, County of Bastrop, and the Bastrop County Martin Luther King, Jr. Holiday Commission*** *in their 31st annual walk for universal peace, justice, human rights, and social and economic progress for all people; and to join with the* ***Bastrop Martin Luther King, Jr. Scholarship Committee in their 33rd Anniversary*** *and others in preserving the memory of these truly remarkable Americans.*

IN WITNESS WHEREOF *I have set my hand and caused the seal of the City of Elgin to be affixed this 7th day of January, 2020.*

_____

Chris Cannon,
Mayor, City of Elgin

12/02/19

Mayor Chris Cannon
301 N Main Street
Elgin, TX 78621

Dear Mayor Cannon and the entire City Council of Elgin,

On behalf of the American Cancer Society and the Relay For Life of Elgin, we want to thank you for your time and consideration. With 15 years of Relay For Life under our belt and over $1 million raised, we have such an enthusiasm for what is to come this year. Through last year alone, the community of Elgin raised $78,285.49. These funds helped the American Cancer Society fund over $38 million into cancer research this year in Texas, as well as provide free rides to treatment and free nights of lodging for patients who must travel outside of their community. The Elgin community's generous support has also helped provide cancer information, advice and hope to patients, caregivers, and community members through our toll-free Cancer Helpline and live chat that is available 24 hours a day, 7 days a week. In addition, we partner with health clinics across Texas to increase screening rates and early detection so that we are leading the fight for a world without cancer.

This year our event, RelayFest2020, will be on April 25th, 2020 running from 6pm-12am. We are coming to you to request the following:

- Use of Veteran's Memorial Park from 12:00pm-1:00am
- Depot Street be closed between Main St. and N Avenue C from 4:00pm until 1:00am
- The noise ordinance to be waived until 12:00am
- The open container ordinance be waived from 6:00pm-12:00am
- The rental fees be waived. Each dollar we save is another dollar funding the fight against cancer.

If you have any questions, please feel free to reach out.

Sincerely,
Jacquelyn Harvey, Shelley Buchman, and Krista Marx

Jacquelyn Harvey
Community Development Manager
Email: Jacquelyn.Harvey@cancer.org
O: 512.919.1805
M: 708.548.1628

City of Elgin

Parks & Recreation Department

Special Event Permit

310 North Main Street
P.O. Box 591 Elgin, TX 78621
Phone (512) 285-6434 Fax (512) 285-5962
www.elgintx.com

Name of Park/Facility Veteran's Memorial Park

Name of Event RelayFest 2020 Date of Event April 25, 2020

Responsible Party Shelley Buchman & Krista Lee/American Cancer Society

Address 119 Briarwood Ln/11000 N Mopac Expwy #100 City Elgin/Austin State TX

Phone ACS Office 512-919-1800 Cell Phone Shelley 512-627-7195
Krista 512-632-2342

Email syoungmk24@yahoo.com OR kristalee316@gmail.com

Refundable Deposit Total=_____ **Cash** **Credit/Debit Card** **Check #**_____

Rental Fee Total=_____ **Cash** **Credit/Debit Card** **Check #**_____

Special Event Fee Total=_____ **Cash** **Credit/Debit Card** **Check #**_____

Signature [signature] Date 11/22/19

The Special Event Permit is a non-refundable processing fee. The party signing this agreement acknowledges that they have read the rules and guidelines for Parks and Recreation found in City Ordinance no. 2007-11-06-26 & City Ordinance no. 2007-11-06-25.

PARKS & REC
ELGIN, TX

City of Elgin
Parks & Recreation Department
Special Event Check List

This document is to assist you in preparing the information needed to inform the City of Elgin of your request. Please meet with the Parks & Recreation Department at least 2-6 months in advance of your event.

Annual Events shall have preference in the reservation of a special events venue over other requested reservations for an upcoming year. Event sponsors must submit a letter not later than thirty (30) days after the conclusion of the event to reserve the upcoming year's event dates. Reservations for event dates are subject to cancellation if fees, agreements, permits and other required submissions are not timely received by the City of Elgin.

Please provide a detailed description of the event RelayFest 2020 is a volunteer lead community event dedicated to raising awareness & funds for the American Cancer Society. Center stage will be Survivors & Caregivers...and music!...as we Celebrate! Remember! and Fight Back!! Live music, a silent auction, performances by kids & adults alike, team & individual activities to involve all participants & guests. Special guests/participants will be highlighted with a Survivor lap/ceremony. Teams will set up "campsites" for site based fundraisers/awareness/education.

Name of Event RelayFest 2020 Date of Event 4/25/20

Location of Event Veteran's Memorial Park Expected Attendance 400

Primary Contact Jacquelyn Harvey/Shelley Buchman/Krista Lee Phone Jacquelyn 512-919-1805 Shelley 512-627-7195 Krista 512-632-2342

Email jacquelyn.harvey@cancer.org; syoungmk24@yahoo.com; kristalee316@gmail.com

Secondary Contact _____ Phone _____

Email _____

Organization(s) American Cancer Society (ACS)

Non-Profit ID 13-1788491 Person/Organization Responsible for Fees ACS

Billing Address 11000 N Mopac Expwy #100 City Austin State TX

PARKS & REC
ELGIN, TX

City of Elgin

Parks & Recreation Department

361 N Hwy 95
Elgin, TX 78621
(512) 285-6434
parks@ci.elgin.tx.us

What will you need?

- [X] Usage of streets
- [X] Usage of parks
- [ ] Usage of parking areas
- [X] Barricades
- [X] Trash & Clean up
- [ ] Port-A-Potties
- [X] Electricity
- [X] Electrical Outlets
- [X] Water
- [ ] Water/Sewer Outlets
- [X] Will food be served: _____
- [ ] Other Requests: Requesting waiver for noise ordinance + park fees (since we're non profit)

- [ ] Security
- [ ] Traffic Control
- [ ] Signs
- [ ] EMS Stand-By
- [ ] Fire Control
- [ ] Insurance
- [ ] Inspection
- [ ] Assistance of city crews
- [ ] Other equipment

Fees for park use and City facilities will apply. Please meet with the Parks & Recreation Department at least 2 -6 months in advance of your event.

PARKS & REC
ELGIN, TX

ACTIVITY LOG (ICS 214)

1. Incident Name:	2. Operational Period: Date From: 04/25/2020 Date To: 04/26/2020 Time From: 1200 Time To: 0100	
#RelayFest2020		
3. Name:	**4. ICS Position:**	**5. Home Agency** (and Unit):
Shelley Buchman	Event Lead/IC	ACS - Relay For Life Elgin

6. Resources Assigned:

Name	ICS Position	Home Agency (and Unit)
Krista Lee Marx	Event Co-Lead	Cara Farnsworth - Kids Area
Mimi Klemm	Logistics, Design & Decor	Stephen Kylberg - Sound & Music
Rhonda West, Ruth Hyatt	Luminarias	Karen Peace - Team Activities
Alyson Glass, Mimi Klemm	Entertainment	
Monica & Stephen Kylberg	Survivors/Caregivers	
Christina Howard, Jana Bone	Accouting	
Krista Marx, Renee Barker	Team Leads	
Heather Carlos, Jen Concienne	Silent Auction	

7. Activity Log:

Date/Time	Notable Activities
4/25/20, 1800	Opening Ceremony with Cheerleaders, High School & Middle School Band, Dance Team
	Flag Ceremony led by BSA
1845-1915	Ballet Folklorica Performance
1945-2045	Chubby Knuckle Choir Performance
2100-2130	Luminaria Ceremony - recognize survivors & caregivers
2145-2215	Elgin Middle School Choir Performance
2200	Silent Auction Closes
2230-2245	Zumba
2300-2330	Fight Back Ceremony
2345-2359	Closing Ceremony
	Decorating of the park will begin at 12pm, set up for teams will begin at 4pm. Depot St blocked at 4p
	Teams will be set up along the North side of the park with fundraisers, cancer awareness/education
	messaging. They will utilize canopies with buckets of water & rope to tether them down.
	Performances will happen in front of the gazebo on the east side closest to Main St. Music will be
	played throughout the evening, asking the noise ordinance be waived so we can last until 12am.
	We may need extra trash cans, but will haul off trash at the end of the night. As a lifelong Girl Scout
	I believe in leaving the park better than I found it. Portajohns will be provided by an outside
	company. Extra lighting with generators will be provided throughout the park by ASCO Rentals
	based out of Manor. This year, since we are not on school property, Circle Brewing is offering
	to sale beer under their liquor license during our event and donate the proceeds to RFL Elgin;
	this is pending final approval from the ACS office legal team.
	Moonwalks and other children's activities will be set up on Depot St closest to N Ave C. The local
	scouts and NJHS will volunteer to help with set up and break down. Breakdown/cleanup will be
	complete by 1230am, 4/26/20. A map is attached for a basic diagram set up of the event.

8. Prepared by: Name: Shelley Buchman Position/Title: Event Lead/IC Signature: Shelley Buchman

Date/Time: 11/22/19

Google Maps **Veterans' Memorial Park**

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

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

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

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

RECOMMENDATION:
N/A

ATTACHMENTS:
None.

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes –December 3, 2019.

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the December 3, 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 December 3, 2019 Meeting Minutes.

ATTACHMENTS: December 3, 2019Meeting 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 N MAINSTREET
TUESDAY, DECEMBER 3, 2019

CALL TO ORDER

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

ROLL CALL

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

Mayor Cannon certified there was a quorum and all Members present.

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

Mayor Cannon recessed the Regular Meeting and opened the Public Hearing at 7:03 p.m.

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.

With no one wishing to speak during the Public Hearing Mayor Cannon closed the Public Hearing at 7:04 p.m.

PUBLIC COMMENT

Mayor Cannon opened Public Comments.

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

CITY MANAGER'S REPORT

1. Presentation and Discussion of the New City of Elgin Personnel Policy.

HR Manager Pam Sanders briefly discussed some of the proposed changes to the Personnel Policy and Mr. Mattis stated that it would be brought back at a meeting in January or February for adoption after Council had a chance to review.

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.

City Manager Thomas Mattis stated that they had spoken at the last meeting about establishing a policy for the distribution of the non-profit support funding. Mr. Mattis stated that Taylor, Bastrop and Smithville had been contacted and got feedback from them and there was no real uniform procedure. He stated a form was located that was used before but did not find the specific scoring criteria.
Mayor Canon stated that since this would be a discussion item and people were waiting outside, he was going to move to the presentation of the citizen of the quarter. Mayor Cannon introduced the fourth quarter recipient of the award to Dale Herrera, a member of the Fire Department, and thanked him for his service.

Mr. Mattis continued with the discussion on the non-profits and stated he felt they could use the same criteria and then come up with a scoring mechanism and guidance from Council on who would be the decision makers for this. Council Member Brashar mentioned that at the last meeting it was decided that she, along with Council Members Gonzalez and Penson would be the committee and everyone agreed.

3. (Discussion Only) Appointment/Re-Appointment of Members to Committees/Commissions with Expiring Terms.

City Manager Thomas Mattis stated this was just a reminder of the re-appointments to the Council Committees that would be on the next agenda on January 7th.

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.

Mr. Mattis stated that this item was a possible amendment to the City Code to eliminate Mobile Homes or Mobile Home Parks as a permitted use under R-3 Zoning. He stated they had discussed this before where there had been a little conflict in the sense the developers of the Stone Creek Ranch project are ready to take the conventional approach and annex their property to the city under the R-3 Zoning is what they need to build this development with the lot sizes that they predicated all of their plans on. He stated the city realized in the discussion process that R-3 Zoning category allows for mobile homes and mobile home parks. He stated he had spoken to the developer about how to address this and through that process and discussing it with the City Attorney, the Attorney felt like it is quite possible when the code was adopted that it was just a mistake and did not intend to allow mobile homes or parks in R-3. He stated the solution would be to amend the Zoning Code to eliminate that as a permitted use, and the project could then go forward. He stated there would need to be public hearings before starting the process, and staff recommended proceeding in this fashion but needed the Council to acknowledge that.

5. Departmental Monthly Reports – October.

There were no questions or discussion on the Monthly Reports.

CONSENT AGENDA

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, MAY 14, JUNE 11, JULY 9, AUGUST 13, SEPTEMBER 10, OCTOBER 8, NOVEMBER 12, DECEMBER 10 FROM 5 PM TO 8 PM FOR SIP SHOP AND STROLL.

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

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

Mayor Cannon moved down to item #5.

NEW BUSINESS

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 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.

Grant Hennig spoke and stated that the street lights were very bothersome and requested that Council try to mitigate street lighting with caps or some sort of topping on the street lights; and on sidewalks he noticed they were enlarging to 5 feet wide from 4 feet which is ADA requirement and cannot go below 5 feet as long as you have 60 inch radius to turn.

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

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

Council Member Penson moved to approve the Annexation Agreement as presented. Council Member Jones seconds the motion. Motion carried 9-0.

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.

No action was taken on this item.

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.

Council Member Dennis moved to approve the Resolution to execute the lease agreement. Council Member Penson seconds the motion. Motion carried 9-0.

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.

Council Member Penson moved to cast its 121 votes for David Glass. Council Member Brashar seconds the motion. Motion carried 9-0.

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.

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

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.

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

EXECUTIVE SESSION

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.

No Executive Session held.

ANNOUNCEMENTS

Mayor Cannon mentioned the Christmas parade on Saturday, the City Party next Friday, and a civics project at the school.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 8:37p.m.

_____
Chris Cannon, Mayor

ATTEST:

_____
Amelia Sanchez, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: 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.

DEPARTMENT: Planning and Community Development

PROPOSED ACTION: Discussion, consideration, and action on an ordinance for a voluntary annexation of 68.992 acres of land located along the north side of FM 1100 just south of Elgin High School.

BACKGROUND: Currently this parcel is located within the City ETJ and is contiguous with the municipal boundaries along the FM 1100 right-of-way and at the Elgin High School Parcel and has the ability to be annexed into the City. The parcel is currently vacant with an abandoned home on the property. The Council tabled this item at their November 5, 2019 meeting.

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 approval of this item on October 28, 2019.

ATTACHMENTS:

Planning & Zoning Commission Staff Report, Petition for Voluntary Annexation, Area Maps, Ordinance 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.

Planning & Community Development

STAFF REPORT

Voluntary Annexation of Parcel of Land

Date: October 17, 2019

Applicant: Thunder Horse Development, LLC

Representative: SAME

Hearing Dates: Planning & Zoning Commission – October 28, 2019
City Council – November 5, 2019

Location: Travis Co. Appraisal District Parcel 839520

APPLICATION SUMMARY
Recommendation of a voluntary annexation of 68.992 acres of land located along the north side of FM 1100 just south of Elgin High School.

DEPARTMENT COMMENTS
Currently this parcel is located within the City ETJ and is contiguous with the municipal boundaries along the FM 1100 right-of-way and at the Elgin High School Parcel and has the ability to be annexed into the City. Section 46-717 requires the Commission hold a hearing on the proposed annexation and make a recommendation to the City Council. The parcel is currently vacant with an abandoned home on the property.

STAFF ANALYSIS
Based on the information within the packet, staff believes there are no issues with recommending approval of the request.

ATTACHMENTS
Additional information is provided through attached exhibits.

1. Petition for Voluntary Annexation
2. Area Map
3. Ordinance

Attachment 1
Petition for Voluntary Annexation

Sharon Auvenshine

From: michael@thunderhorsedevelopment.com
Sent: Monday, October 7, 2019 9:43 AM
To: Planning and Development
Subject: Voluntary Annexation Application
Attachments: ANNEXATION APPLICATION SCAN.pdf; EXHIBIT A Legal Description.pdf

Sharon,

Here is the Voluntary Annexation Application for 18510 FM 1100 Elgin, TX 78621. We are making application as of today October 7, 2019.

Thank You,

Michael Bowen
President
512-820-2714
www.thunderhorsedevelopment.com

PETITION REQUESTING ANNEXATION
TERRITORY IN WHICH THERE ARE FEWER THAN THREE VOTERS

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF ELGIN, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include as part of the City of Elgin, Texas, the following described territory, to wit:

See Exhibit "A", attached hereto and incorporated herein.
(Here describe territory by metes and bounds.)

I ~~We~~ certify that the above described tract of land is contiguous and adjacent to the City of Elgin, Texas, is not more than one-half (1/2) mile in width and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Signed: _____ C. Michael Bowen, Sr.
Signed: X Managing Partner
Signed: X Travis Parker Associates LTD

THE STATE OF ~~TEXAS~~ Colorado
COUNTY OF EAGLE

Before me, the undersigned authority, on this day personally appeared C. Michael Bowen, Sr. and _____, known to me to be the persons whose names ~~are~~ is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21 day of August, 20 19.

_____
Notary Public, State of ~~Texas~~ Colorado

CHRISTOPHER MICHAEL SANDOVAL
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20184044617
MY COMMISSION EXPIRES NOV 16, 2022

TRAVIS PARKER ASSOCIATES, LTD.

Ste E-240 – 206 3801 N. Capital of Texas Hwy Austin, Texas 78746-1482
Voice # 970.390.3062 e-mail " mountainshine1@gmail.com "

AUTHORIZED AGENT DECLARATION

I, **C. Michael Bowen, Sr.**, the managing partner of **Travis Parker Associates, LTD**, do hereby authorize the following to act as my Agent(s) in submitting applications and executing development processes on behalf of my company, within the City of Elgin for the property located at 18510 FM 1100 Elgin, Texas 78621. I understand that I am responsible for any applications/documents as submitted by my Agent(s) and that the individual must exhibit this authorization form to the permitting staff upon request. I further acknowledge that this original authorization form can remain in my file for legal reference purposes if needed. It is agreed that the Agent(s) named below may act as the primary contact for request of information by City staff to complete applications and to execute any processes that pertain to the development of the property named herein. I understand that it is my responsibility to update my file with the City of Elgin upon change of authorized agent status. Persons named below are authorized and approved to submit application data and to obtain any approvals in regards to the Business:

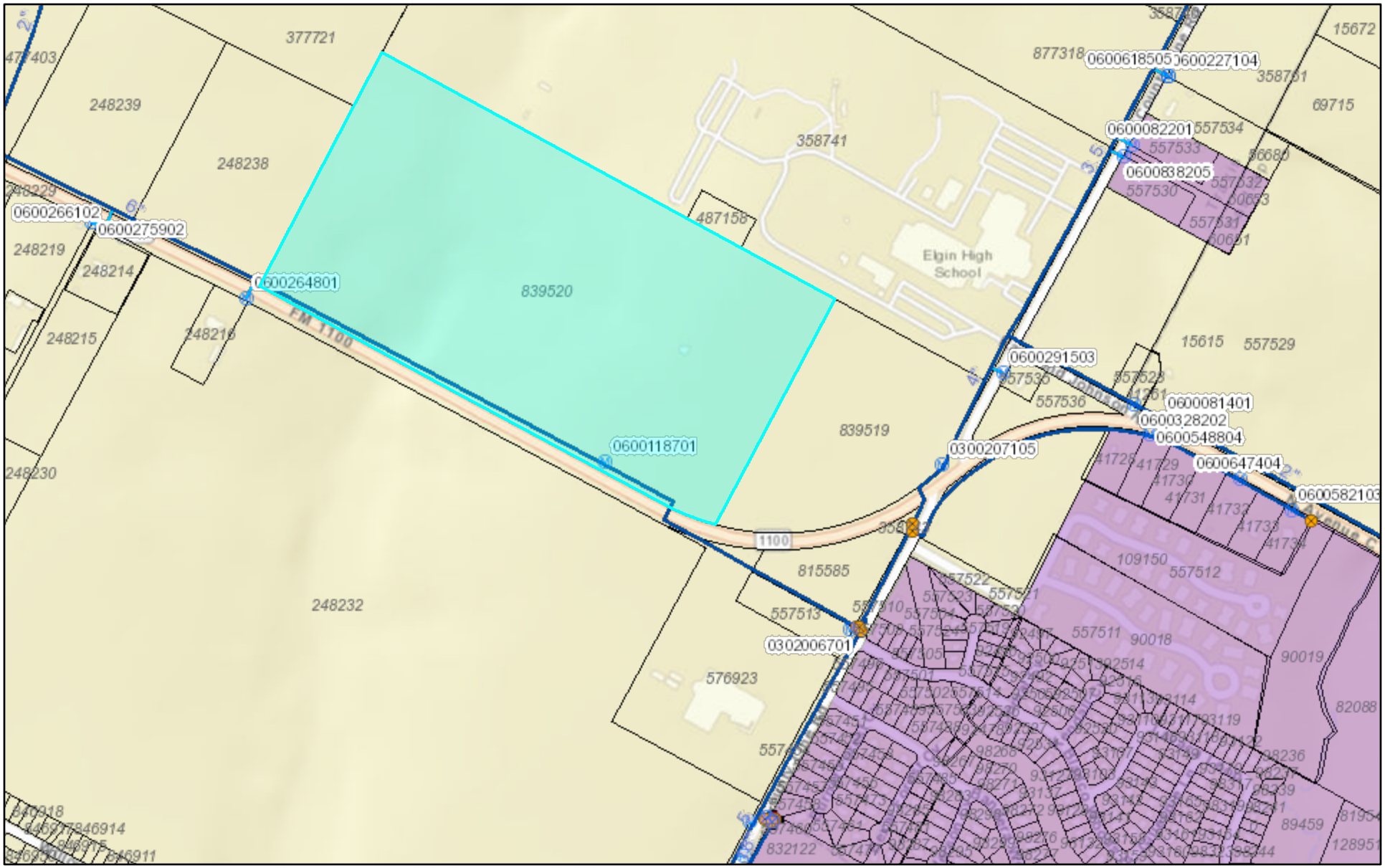
Authorized Agent: C. Michael Bowen, Jr.
Company Name: Thunder Horse Development, LLC
E-Mail Address: michael@thunderhorsedevelopment.com
Phone #: (512) 820-2714

WITNESS OUR HANDS, THIS 21st **DAY OF** August, 2019 I, the undersigned, representing the Business, do hereby affirm and swear, under oath, that all information on this form is true and correct.

C. Michael Bowen, Sr.
Managing Partner
Travis Parker Associates, LTD

Attachment 2
Area Map

Parcel # 839520



4/4/2019, 1:27:15 PM

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Bastrop Recorded Subdivisions
Sewer Manholes
Water Network Structures
Water Mains
Sewer Gravity Mains
Parcels
Water Lateral Lines
Water Hydrants

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Aqua Water Supply Corporation

Attachment 3
Ordinance

ORDINANCE NO. 2020-01-07-??

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 FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and

WHEREAS, pursuant to Section 43.028, Local Government Code, the owners of a tract of land containing 68.992 acres of land, more or less, out of the Henry Martin Survey, Abstract 518 of land (the "Property") more fully described in Exhibit "A", have petitioned the City Council in writing to annex the Property, and

WHEREAS, the property is (1) one-half mile of less in width; (2) contiguous to the City; and (3) vacant without residents, or on which less than three (3) qualified voters reside, and

WHEREAS, the Planning & Zoning Commission, at their October 28, 2019 meeting, recommended approval of the Ordinance, and

WHEREAS, the City Council has determined that all requirements of Section 43.028. Local Government Code have been complied with and hereby consider it appropriate to grant the petition for annexation, Now Therefore

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in its entirety.

II.

That the City Council has heard arguments for and against the annexation and has determined to grant the petition for annexation.

III.

That the Property described in Exhibits "A", attached hereto and incorporated herein for all proposes, be and is hereby annexed and brought within the corporate limits of the City of Elgin, Travis County, Texas, and same is hereby made an integral part hereof.

IV.

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so

as to include the aforementioned territory as part of the City of Elgin, Texas.

VI.

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after is passage

VIII.

That the City Secretary is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Travis County, Texas.

IX.

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

X.

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

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

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

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

READ, PASSED, and **ADOPTED** on first reading this the 7th day of January 2020.

_____

CHRIS CANNON, Mayor

ATTEST:

_____

Amelia Sanchez, City Secretary

Exhibit "A"

JAMES E. GARON
& ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

185 McAllister Road
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

May 31, 2019

LEGAL DESCRIPTION: BEING 68.992 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY, TEXAS AND BEING THE REMAINDER OF THAT CERTAIN 93.75 ACRE TRACT OF LAND CONVEYED TO NORRIS E. KREIG BY DEED RECORDED IN VOLUME 4211, PAGE 1291 DEED RECORDS, TRAVIS COUNTY, TEXAS; SAID 68.992 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN MAY, 2019:

BEGINNING at a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the southerly line of that certain 92.456 acre tract of land conveyed to the Elgin Independent School District by deed recorded in Volume 9331, Page 902 Real Property Records, Travis County, Texas for the northeast corner hereof and the northwest corner of that certain 18.000 acre tract of land conveyed to First Baptist Church of Elgin, Texas by deed recorded in Document #2013223733 official records, Travis County, Texas;

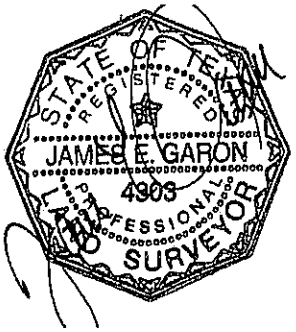
THENCE S 27°21'05" W a distance of 1200.25 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the curving, northerly right-of-way (80') line of FM 1100 for the southwest corner of said First Baptist Church of Elgin Texas 18.000 acre tract and the southeast corner hereof;

THENCE along said right-of-way line of FM 1100 a distance of 240.57 feet along the arc of said curving line to the right having a radius of 1106.53 feet and a chord bearing N 68°48'55" W a distance of 240.10 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for endpoint of curve and N 62°35'28" W a distance of 2199.38 feet to a 1/2" iron pipe found for the southwesterly corner hereof and said Krieg 93.75 acre tract and the southeasterly corner of that certain 14.795 acre tract of land conveyed to the Ernest W. Bracewell, Sr. Family Trust by deed recorded in Document #2014014538 of said official records;

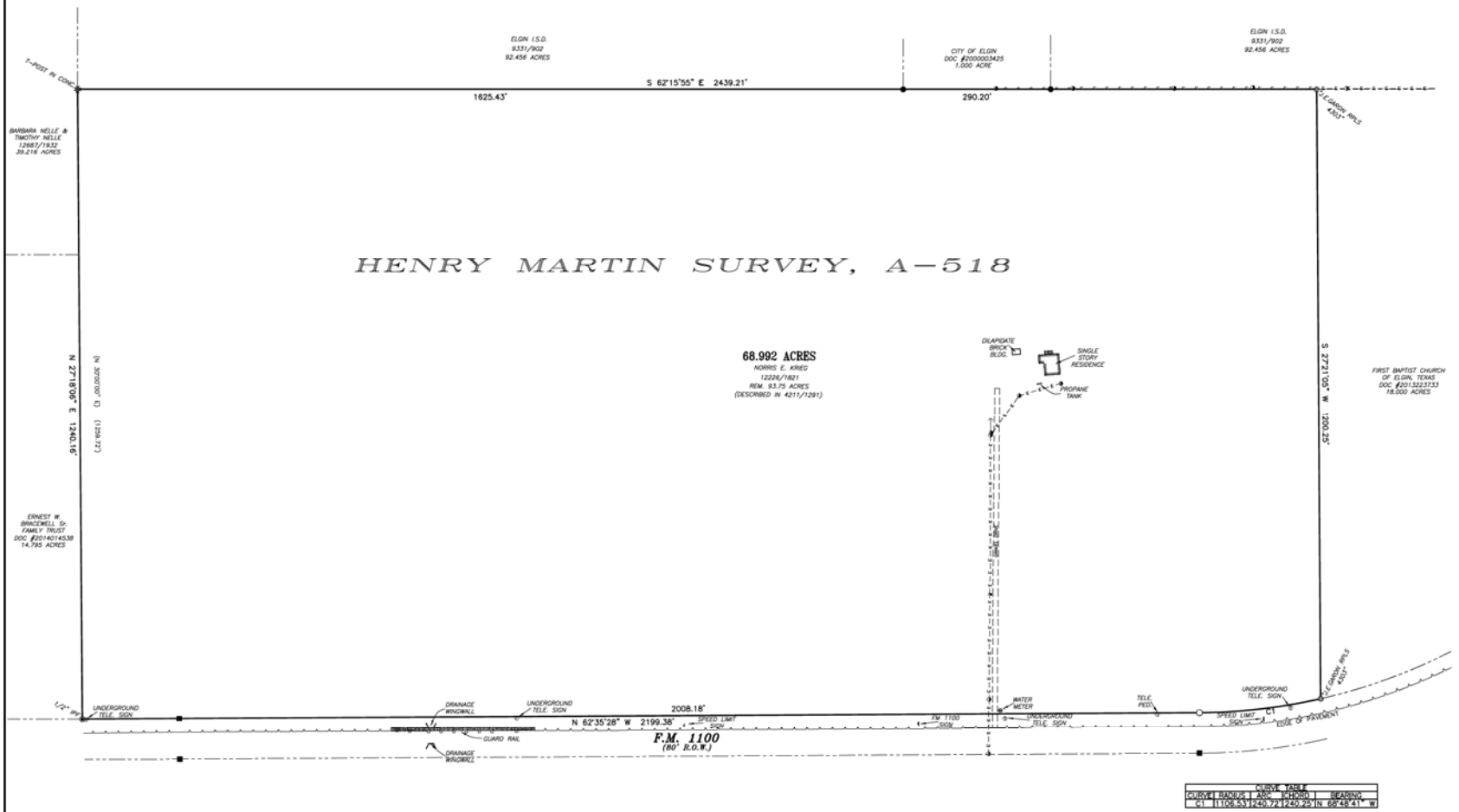
THENCE N 27°18'06" E a distance of 1240.16 feet to a "T" post in concrete found for the northwesterly corner hereof and said Krieg 93.75 acre tract and the southwesterly corner of said Elgin Independent School District 92.456 acre tract;

THENCE S 62°15'55" E a distance of 2439.21 feet to the **POINT OF BEGINNING,** containing 68.992 acres of land, more or less, and as shown on map of survey prepared herewith.

Surveyed by:



James E. Garon
Registered Professional Land Surveyor
co\Travis\sur\Henry Martin a518\40719



CURVE TABLE				
CURVE	RADIUS	ARC	CHORD	BEARING
C1	1105.53	1240.72	1240.25	N 68°48'41" W

LEGEND

- 1/2" REBAR FOUND (UNLESS NOTED)
- 1/2" REBAR SET W/CAP STAMPED J.E. GARON RPLS 4303
- 1/2" PIPE FOUND (UNLESS NOTED)
- IRON ROD W/CAP FOUND
- CONCRETE HIGHWAY MONUMENT FOUND
- COTTON SPINDLE FOUND
- 60d NAIL FOUND
- 60d NAIL SET
- FENCE POST FOUND
- CLEAN OUT
- SEPTIC LID
- WIRE FENCE
- WOOD FENCE
- CHAIN LINK FENCE
- IRON FENCE
- POWER POLE
- OVERHEAD ELECTRIC LINE
- DOWN GUY
- FIRE HYDRANT
- P.U.E. — PUBLIC UTILITY EASEMENT
- D.E. — DRAINAGE EASEMENT
- B.L. — BUILDING LINE
- (R.C.) — RESTRICTIVE COVENANTS
- (B.E.C.) — BLUEBONNET ELECTRIC COOPERATIVE
- (A.W.S.C.) — AQUA WATER SUPPLY CORPORATION
- C.M.P. — CORRUGATED METAL PIPE
- R.C.P. — REINFORCED CONCRETE PIPE
- (BRG.-DIST.) — RECORD CALL

NOTE:
THIS PROPERTY IS SUBJECT TO;
10(a) BLANKET TYPE EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOL. 2943, PG. 141, D.R.T.C.T.
10(b) 10' BLANKET TYPE EASEMENT TO AQUA WATER SUPPLY CORPORATION RECORDED IN VOL. 3816, PG. 282, D.R.T.C.T.

TO THE OWNERS, LIENHOLDERS AND INDEPENDENCE TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X", AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48453C0515H EFFECTIVE SEPTEMBER 26, 2008.

STATE OF TEXAS — JAMES E. GARON — 4303 — REGISTERED PROFESSIONAL LAND SURVEYOR

MAY 13, 2019

REFERENCE: TRAVIS PARKER ASSOCIATES, LTD G.F. NO.: 1941.3617-COM

ADDRESS: 18510 FM 1100, ELGIN, TEXAS.

LEGAL DESCRIPTION: 68.992 ACRES IN THE HENRY MARTIN SURVEY, ABSTRACT 518, TRAVIS COUNTY, TEXAS.

FIELD BOOK: B-588/45

FILE: S:\Counties\Travis\Surveys\Henry Martin Sur A-518\40719.dwg

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058400
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.rr.com
www.jamesegaron.com

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TRAVIS PARKER ASSOCIATES, LTD.

Ste E-240 – 206 3801 N. Capital of Texas Hwy Austin, Texas 78746-1482
Voice # 970.390.3062 e-mail " mountainshine1@gmail.com "

December 10, 2019

City of Elgin
Planning and Development Department
Attn: David Harrell, Planning and Development Director
1135 Swenson Boulevard
Elgin, TX 78621

RE: LETTER OF INTENT FOR VOLUNTARY ANNEXATION, WARD ASSIGNMENT AND ZONING FOR THE STONE CREEK RANCH TRACT AT 18510 FM 1100 ELGIN, TX 78621 ADDING SPECIAL CONDITIONS TO THE R-3 SINGLE FAMILY DWELLING DISTRICT OR UTILIZING ANY NEW CITY-WIDE R-3 ZONING WHICH ACCOMPLISHES THE SAME ELIMINATION OF CERTAIN CONDITIONS

Dear Mr. Harrell:

Travis Parker Associates LTD. ("Owner"), owner of the 68.992 acres of land identified by the Travis Central Appraisal District as property ID 839520 ("Property"), submitted an annexation and zoning application to the City of Elgin on August 21, 2019. This request is for a zoning change, in conjunction with a Voluntary Annexation Application and Ward Assignment, from R-1 zoning which is the zoning applied upon voluntary annexation to R-3 Single Family Dwelling District.

The City of Elgin Planning and Community Development staff presented a Staff Report dated October 17, 2019 to the City of Elgin Planning and Zoning Committee where the Planning and Community Development staff stated that they believe that there are no issues with recommending approval of property owner's request for R-3 zoning. Subsequently, the City of Elgin Planning and Zoning Committee recommended approval of this item on October 28, 2019.

During the meeting with City Council to vote on the zoning change, from R-1 zoning to R-3 Single Family Dwelling District, a concern was initiated by the Mayor. The mayor suggested that the Industrialized Housing and Manufactured Home Park as permitted uses that are allowed with the R-3 Single Family Dwelling District for this property were not appropriate relative to the City's current development goals for the subject area. On December 3, 2019, in order to codify this discussion item, the Elgin City Council asked staff to study and suggest a possible amendment to city zoning rules that would eliminate Industrialized Housing and Manufactured Home Park as a permitted use under the R-3 Zoning classification.

Due to this request by the Elgin City Council and the discussion item at December 3rd City Council meeting, Owner would like to table the August 21, 2019 request by Travis Parker Associates LTD for zoning and to wait a reasonable amount of time for the outcome of this proposed amendment to R-3 Zoning classification being currently discussed. Such amendment would mirror our offer of R-3 zoning with special provisions and eliminate City Council concern of Industrialized Housing

and Manufactured Home Park which are currently permitted use under current R-3 zoning classification.

Owner requests City Council to move forward at the January 7th City Council meeting with the Voluntary Annexation and Ward Assignment for Property.

It has been suggested by City staff that the Stone Creek Ranch Subdivision will have an impact on County Line Road. It was further discussed that the City of Elgin may request a cost sharing mechanism for the future widening of County Line Road (from FM1100 to Carlson Lane) based upon analysis of the proportionate impact of Stone Creek Ranch traffic on that portion of County Line Road which is defined by recent sharing agreements between Homestead and Altessa. While we take issue with this requirement for Stone Creek Ranch to participate in a sharing arrangement for the defined section of County Line Road (from FM1100 north to Carlson Lane), we believe that zoning is not the appropriate stage of permitting to be addressing this topic. Exactions of this nature are more appropriate and commonly deployed in the subdivision and platting process where actual development densities, infrastructure and other project details are identified with specificity. This is the appropriate stage to discuss exactions.

I appreciate the time to meet with the staff and to have a substantial review of this project. Travis Parker will move forward on this project commensurate with the ideas presented by staff. Please advise if additional information is required in order to process this request.

Respectfully,
Travis Parker Associates, LTD

C. Michael Bowen, Sr.
Managing Partner

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: 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.

DEPARTMENT: Planning and Community Development

PROPOSED ACTION: Discussion, consideration, and action on 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.

BACKGROUND: When a parcel of land is annexed into the City limits, State law requires assignment of the area to an elected representative. The closest and most likely Council Ward is No. 3. The Council tabled this item at their November 5, 2019 meeting.

BUDGET/FINANCIAL IMPACT:

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

ATTACHMENTS:

Ward Map.

{ } 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.

ORDINANCE NO. 2020-01-07-??

AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 3; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Elgin, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, the territory described on Exhibit "A" (the "Property") attached hereto and made a part hereof by reference for all purposes, was unilaterally annexed by the City of Elgin by Ordinance No. 2020-01-07-_____ on January 07, 2020; and

WHEREAS, the procedures prescribed by the Charter of the City of Elgin and the applicable laws of the State of Texas have been duly followed with respect to the Property; and

WHEREAS, the Property is so situated as to be assigned to City Council Ward Area No. 3; and it is the intention of the City Council to add this parcel to Ward Area No. 3; now, therefore,

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

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

That the Property described in the attached Exhibit "A" is hereby assigned to Council Ward Area No. 3.

III.

That this Ordinance shall become effective after its passage.

IV.

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

V.

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 thereof 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 7th day of January 2020.

_____

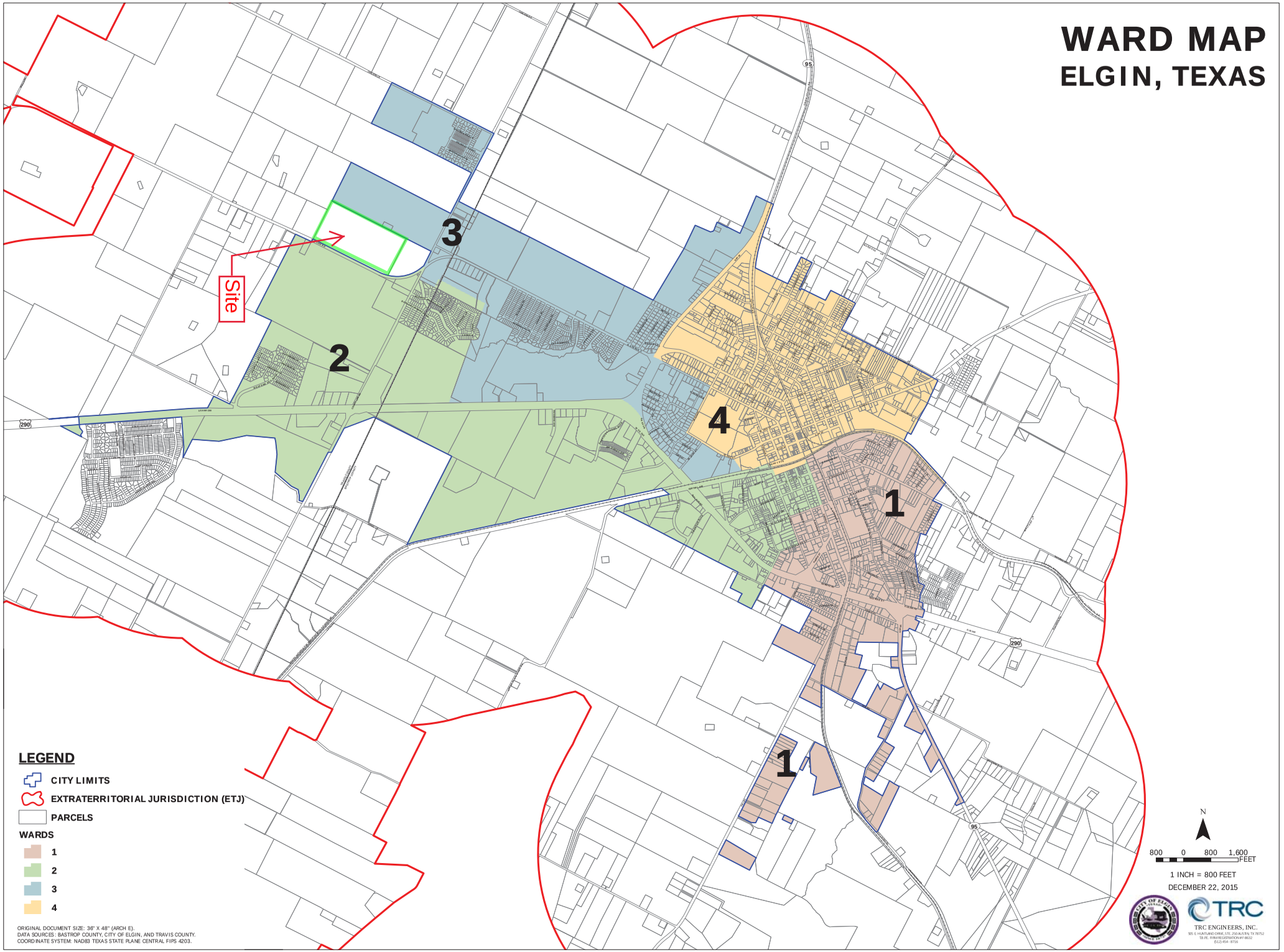
Chris Cannon, Mayor
City of Elgin, Texas

ATTEST:

_____

Amelia Sanchez, City Secretary

WARD MAP
ELGIN, TEXAS



LEGEND

- CITY LIMITS
- EXTRATERRITORIAL JURISDICTION (ETJ)
- PARCELS

WARDS

- 1
- 2
- 3
- 4

ORIGINAL DOCUMENT SIZE: 36" X 48" (ARCH E).
DATA SOURCES: BASTROP COUNTY, CITY OF ELGIN, AND TRAVIS COUNTY.
COORDINATE SYSTEM: NAD83 TEXAS STATE PLANE CENTRAL FIPS 4203.

N

800 0 800 1,600 FEET

1 INCH = 800 FEET

DECEMBER 22, 2015

TRC ENGINEERS, INC.
505 E. HUNTLAND DRIVE, STE. 250 AUSTIN, TX 78752
TBPE: FIRM REGISTRATION #F-8032
(512) 454 - 8716

TRAVIS PARKER ASSOCIATES, LTD.

Ste E-240 – 206 3801 N. Capital of Texas Hwy Austin, Texas 78746-1482
Voice # 970.390.3062 e-mail " mountainshine1@gmail.com "

December 10, 2019

City of Elgin
Planning and Development Department
Attn: David Harrell, Planning and Development Director
1135 Swenson Boulevard
Elgin, TX 78621

RE: LETTER OF INTENT FOR VOLUNTARY ANNEXATION, WARD ASSIGNMENT AND ZONING FOR THE STONE CREEK RANCH TRACT AT 18510 FM 1100 ELGIN, TX 78621 ADDING SPECIAL CONDITIONS TO THE R-3 SINGLE FAMILY DWELLING DISTRICT OR UTILIZING ANY NEW CITY-WIDE R-3 ZONING WHICH ACCOMPLISHES THE SAME ELIMINATION OF CERTAIN CONDITIONS

Dear Mr. Harrell:

Travis Parker Associates LTD. ("Owner"), owner of the 68.992 acres of land identified by the Travis Central Appraisal District as property ID 839520 ("Property"), submitted an annexation and zoning application to the City of Elgin on August 21, 2019. This request is for a zoning change, in conjunction with a Voluntary Annexation Application and Ward Assignment, from R-1 zoning which is the zoning applied upon voluntary annexation to R-3 Single Family Dwelling District.

The City of Elgin Planning and Community Development staff presented a Staff Report dated October 17, 2019 to the City of Elgin Planning and Zoning Committee where the Planning and Community Development staff stated that they believe that there are no issues with recommending approval of property owner's request for R-3 zoning. Subsequently, the City of Elgin Planning and Zoning Committee recommended approval of this item on October 28, 2019.

During the meeting with City Council to vote on the zoning change, from R-1 zoning to R-3 Single Family Dwelling District, a concern was initiated by the Mayor. The mayor suggested that the Industrialized Housing and Manufactured Home Park as permitted uses that are allowed with the R-3 Single Family Dwelling District for this property were not appropriate relative to the City's current development goals for the subject area. On December 3, 2019, in order to codify this discussion item, the Elgin City Council asked staff to study and suggest a possible amendment to city zoning rules that would eliminate Industrialized Housing and Manufactured Home Park as a permitted use under the R-3 Zoning classification.

Due to this request by the Elgin City Council and the discussion item at December 3rd City Council meeting, Owner would like to table the August 21, 2019 request by Travis Parker Associates LTD for zoning and to wait a reasonable amount of time for the outcome of this proposed amendment to R-3 Zoning classification being currently discussed. Such amendment would mirror our offer of R-3 zoning with special provisions and eliminate City Council concern of Industrialized Housing

and Manufactured Home Park which are currently permitted use under current R-3 zoning classification.

Owner requests City Council to move forward at the January 7th City Council meeting with the Voluntary Annexation and Ward Assignment for Property.

It has been suggested by City staff that the Stone Creek Ranch Subdivision will have an impact on County Line Road. It was further discussed that the City of Elgin may request a cost sharing mechanism for the future widening of County Line Road (from FM1100 to Carlson Lane) based upon analysis of the proportionate impact of Stone Creek Ranch traffic on that portion of County Line Road which is defined by recent sharing agreements between Homestead and Altessa. While we take issue with this requirement for Stone Creek Ranch to participate in a sharing arrangement for the defined section of County Line Road (from FM1100 north to Carlson Lane), we believe that zoning is not the appropriate stage of permitting to be addressing this topic. Exactions of this nature are more appropriate and commonly deployed in the subdivision and platting process where actual development densities, infrastructure and other project details are identified with specificity. This is the appropriate stage to discuss exactions.

I appreciate the time to meet with the staff and to have a substantial review of this project. Travis Parker will move forward on this project commensurate with the ideas presented by staff. Please advise if additional information is required in order to process this request.

Respectfully,
Travis Parker Associates, LTD

C. Michael Bowen, Sr.
Managing Partner

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: 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 Planned Development District (PDD), the property being approximately 65.643 acres of land and being described in Exhibit "A", attached hereto and providing a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Planning and Community Development

PROPOSED ACTION: Discussion, consideration, and action on 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 Planned Development District (PDD), the property being approximately 65.643 acres of land and being described in Exhibit "A", attached hereto and providing a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND: The parcel of land is currently zoned as R-1 Single Family District. The applicant wishes to rezone the land to a PDD. The Planning & Zoning Commission staff report has been included which provides additional information concerning Dept. Comments & Staff Analysis.

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 approval of this item on December 16, 2019.

ATTACHMENTS:

Planning & Community Development Staff Report to Planning & Zoning Commission, Rezoning Application, Ordinance with Exhibit "A", Staff Added Comprehensive Plan Exhibit 4.4, Staff Added Zoning Map.

{ } 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.

Planning & Community Development

STAFF REPORT

Rezoning from R-1 to PDD

Date: December 9, 2019

Applicant: Ranch Road Peppergrass, LLC

Representative: SAME

Hearing Dates: Planning & Zoning Commission – December 9, 2019
City Council – January 7, 2020

Location: Travis Co. Appraisal District Parcel 557529 & Bastrop Co. Appraisal District Parcel R15615

APPLICATION SUMMARY

Recommendation of a rezoning of 65.643 acres of land located along the north side of FM 1100 and to the east of County Line Road (a change to the official zoning map). The proposal is to change the zoning from R-1 Single Family District to PDD Planned Development District in order to develop 285 single family residential homes.

DEPARTMENT COMMENTS

Since the parcel is being rezoned to a PDD it has separate development standards, these have been included in attachment 1 under exhibit C as a development plan. With the exception of certain uses, any changes not listed in this exhibit will defer to the R-2 zoning standard. Some deviations include allowing of larger blocks which is limited by Code to 1,500 sq. ft and must have a break within the block, increase in cut and fill balancing from 8 feet to 12 feet, creation of special signs inside the development where present code doesn't allow, allowing of private parkland along the floodway to count as parkland dedication versus not being allowed by Code, and deviation from environmental buffers to not allow these standards.

The applicant proposes preservation of space for reserved right-of-way of 25 feet along County Line Road and 42 feet along FM 1100 (Ave. C). A traffic impact analysis (TIA) would not be required for the project since contribution to the improvements of County Line Road of $754,479 are proposed in this PDD to be paid at the time of final platting of the final plat or December 31, 2024 whichever occurs first.

Parkland will be within the 100-year floodplain and will be improved by the developer and maintained by a homeowner association. This will allow for public access to the site with no contribution of maintenance by the taxpayers and allow continuation of the future trail system along the creek. The plan also allows for the City to potentially upsize a main trunk sewer line and passes costs of these infrastructure upgrades to the developer. Access to the development will occur along County Line Road and FM 1100

with a stub out to the Altessa (Harvest Ridge) development to the immediate north. Changes to the development plan which do not alter the street circulation, increase lot counts, or alter residential standards may be approved by the City, with any changes to these mentioned standards requiring a Commission recommendation and Council consideration.

STAFF ANALYSIS

In review of the Elgin Comprehensive Plan the parcel is located within the Traditional Neighborhood Development Land Use category. This categories primary land usage is single family residential (see attachment 3) according to the provided map and associated land use language. The proposed zoning category will allow for single family homes as a use by right. When seeking a rezoning, the Commission/Council should consider the uses that could occur on the land by rezoning to another zoning category. There are no additional uses but a subtraction in permitted uses with the proposed rezoning request.

R-1 District	Planned Development District
Detached single-family dwelling.	Detached single-family dwelling.
Churches, but not including revival tents or arbors.	
Public school offering general educational courses the same as ordinarily given in public schools and having no rooms regularly used for housing and sleeping.	
Public park and playground.	Public park and playground
Library.	
Growing of farm products.	
Municipal use	
Telephone exchanges.	
Home occupations.	
Transportation and utility easements, alleys and rights-of-way	
Accessory building which is not a part of a main building, including one private garage, or accessory building which is a part of a main building, including one private garage.	Accessory building which is not a part of a main building, including one private garage, or accessory building which is a part of a main building, including one private garage.
Accessory uses, which shall include the following where the primary use is residential: Customary home occupations, if done inside of building, such as dressmaking, babysitting, seamstress, tailoring, millinery, tutoring, when engaged in by members of the resident family and employing not more than one person, not a member of the resident family, but not including beauty culture, barbering or appliance repairing.	Accessory uses, which shall include the following where the primary use is residential: Customary home occupations, if done inside of building, such as dressmaking, babysitting, seamstress, tailoring, millinery, tutoring, when engaged in by members of the resident family and employing not more than one person, not a member of the resident family, but not including beauty culture, barbering or appliance repairing.

Below is a list of zoning standards for each zoning category, changes are highlighted in yellow between zoning categories:

	R-1 (exist. zoning)	**PDD(proposed zoning)**
Height	2.5 stories or 35 feet	35 feet.
Front Setback	25 feet; garage at 25 feet	15 feet, garage at 20 feet.
Side Setback	7.5 feet for 1 story; 10 feet for more than 1 story	5 feet
Rear Setback	10 feet	10 feet
Lot Width	75 feet	40 feet
Lot Area	9,000 sq. ft.	4,000 sq. ft.
Impervious Cover on Lot	45% interior; 50% corner	45% interior; 50% corner

Based on the information within the packet, staff has no issues or concerns regarding the proposal. The zoning request is the same as another PDD in the general area (see attachment 3) and the underlying land use in the Comprehensive Plan of Traditional Neighborhood Residential is supportive of single family homes as the primary use of the category (see attachment 2). Also the subtraction of uses by right and maintenance of single-family homes would maintain the development pattern of the area and of the present R-1 Single Family Home District zoning (see attachment 3).

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Ordinance
2. Staff Added Comprehensive Plan Exhibit 4.4
3. Staff Added Zoning Map

Attachment 1
Ordinance

ORDINANCE NO. 2020-01-07-??__

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 PDD PLANNED DEVELOPMENT DISTRICT THE PROPERTY BEING APPROXIMATELY 65.643 ACRE OUT OF THE THOMAS CHRISTIAN SURVEY, SECTION 26, ABSTRACT 20, OF TRAVIS COUNTY AND BASTROP COUNTY, TEXAS [O.P.R.B.C.T]; AND BEING THE REMAINDER OF A CALLED 77 ACRE TRACT DESCRIBED TO RAYMOND JOHNSON IN VOLUME 123, PAGE 121, OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS [D.R.B.C.T], SAID 65.643 TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated here in, from R-1 Single Family District, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on December 16, 2019, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" is PDD Planned Development District, and

WHEREAS, on January 7, 2020, after proper notification, the City Council held a public hearing on the requested zoning, and

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

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

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

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is classified as PDD Planned Development District.

II.

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

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

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

READ, PASSED, and **ADOPTED** on first reading this the 7th day of January 2020.

_____

CHRIS CANNON, MAYOR

ATTEST:

_____

Amelia Sanchez, City Secretary

AGREEMENT AND DEVELOPMENT PLAN

PEPPERGRASS

PLANNED DEVELOPMENT DISTRICT ("PDD")

THE STATE OF TEXAS §
COUNTY OF BASTROP / TRAVIS §

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

WHEREAS, the Owner is the owner of certain real property consisting of approximately 66 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the "Property") attached hereto and made a part hereof.

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

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

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

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

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

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

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

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

2. CHANGES AND MODIFICATIONS

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

3. ZONING VIOLATION

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

4. MISCELLANEOUS PROVISIONS

4.1 Assignment.

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

4.2 Necessary Documents and Actions.

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

4.3 Severability.

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

4.4 Entire Agreement.

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

4.5 Applicable Law.

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

4.6 Venue.

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

4.7 No Third-Party Beneficiaries.

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

4.8 Duplicate Originals.

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

4.9 Notices.

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

OWNER	CITY OF ELGIN, TEXAS
Ranch Road Peppergrass, LLC 3951 Hwy 71 Bldg. A Bastrop, Texas 78602 Attn: Scott Miller	City of Elgin, Texas P.O. Box 591 Elgin, Texas 78621 Attn: City Manager

5.10 Effective Date.

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

5.11 Appeal of Administrative Decisions.

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

5.12 Binding Effect.

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

5.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within five (5) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to R-1 (the zoning ordinances in effect at the time of approval of this PDD).

II

DEVELOPMENT PLAN ("Plan")

1. DEFINITIONS

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

2. PROPERTY

This Development Plan (hereinafter referred to as "Plan") covers approximately 66 acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"**, attached hereto.

3. PURPOSE

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

4. APPLICABILITY OF CITY ORDINANCES

4.1 Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. This PDD serves to augment and/or modify the standards for development outlined in the Code to implement the vision for the Property and ensure a quality development not otherwise achieved solely by the underlying base zoning district. Refer to **Exhibit "C", Development Standards,** for additional design standards set forth in the PDD document. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code. If there is a conflict between this Agreement and Exhibit "C", this Agreement shall supersede the specific conflicting provisions of the Exhibit "C".

4.2 Other Ordinances

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

5. PERMITTED USES

The Property shall be used and developed as shown in the Concept Plan, **Exhibit "B"** attached hereto and incorporated herein. The Concept Plan may be altered to accommodate the inclusion of the out-parcel along FM 1100/Ave C with written consent from the City Manager.

Exhibit "C", Development Standards, depicts the development standards for the Residential parcels within the Property.

6. UNDERGROUND UTILITY SERVICE

All utility lines must be underground to connection points provided by the utility service provider.

7. COUNTY LINE ROADWAY IMPACT

7.1 City Participation

City agrees to pay for all costs related to the design and construction of the Project ("Project Costs") in accordance with the design plans as approved by the City, which shall include curbed and guttered roadway and associated storm sewer. City shall award a contract fully complying with the Texas Competitive Bidding Act as soon as funding is available, but in any event no later than December 31, 2024.

7.2 Developer Participation

Developer agrees to contribute to the Project Fund an amount not to exceed $754,479.00 (the "Participation Amount"), conditioned upon City commencing construction of the Project by December 31, 2024.

7.3 Developer Participation Schedule

The Developer Participation Amount shall be contributed as follows: $150,895.80 (20%) shall be deposited into an Escrow Account by Developer on or before the recordation of the first plat, which is estimated to contain 125 lots. $226,343.70 (30%) shall be deposited into an Escrow Account by Developer on or before the recordation of the second plat, which is estimated to contain 100 lots, and $377,239.50 (50%) shall be deposited by Developer into the Escrow Account upon the recordation of the third plat, which is estimated to contain 54 lots, or by December 31, 2024, whichever occurs earliest. Developer, his successors and assigns agree that no plat recordation of any portion of the Property will occur without compliance with this Agreement.

7.4 Escrow Amount

On or before recordation of the first plat and Developer making the initial deposit into the Escrow Account, Developer and City shall execute an Escrow Agreement outlining the terms and conditions of the release of the escrow funds to be used for the construction of County Line Road.

8. PARKLAND DEDICATION

The parkland dedication requirements for the Property shall be met in full by providing the following:

8.1 Open Space Plan

The Project will provide approximately 17.7 acres of public open space (26.4% of the Project) as shown on **Exhibit "D", Public Open Space Plan**. The open space lands and associated improvements shall be accessible to the public. Improvements to the public open space shall include approximately 2,307 linear feet of six foot (6') wide mulch trail along Elm Creek (see Exhibit "D" for the trail detail). Park improvements shall include a minimum of three (3) sets of public tables/benches, trash cans and pet waste stations shall be installed along the trail. The location of the park improvements shall be field located based on-site conditions during construction of the mulch trail.

Ownership and maintenance of the public open space shall be the responsibility of the private Homeowner's Association (HOA).

9. SIGNS

The Project shall incorporate the Development Standards as depicted on **Exhibit "C"**.

10. WATER, STORMWATER, AND WASTEWATER

Existing infrastructure for water and sewer is currently in place and no additional extensions are required by the City. The Owner is responsible for all costs associated with re-alignment of the existing wastewater infrastructure (including the 8-inch line which extends through the property) within right-of-way or easements to serve the property. Furthermore, any costs associated with increasing the size of the existing infrastructure in addition to the re-alignment as necessary to serve this development shall be paid for by the Owner. The City of Elgin will cost participate in the event they elect to upsize the required infrastructure.

It is recognized that existing stormwater from offsite conveys across a portion of the property. The Owner is responsible for continuing to convey only the existing flows through the property. The City of Elgin will cost participate in the event they elect to upsize the required infrastructure to convey future improvements along County Line Road through this infrastructure.

11. WATER QUALITY

The Project will not be required to provide water quality facilities.

12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS

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

project will however provide connectivity to the Altessa project directly to the north via a stub street as shown on **Exhibit "B"** and the approved preliminary plat by Altessa.

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

13.1 Development Standards

The Project shall incorporate the Development Standards as depicted on **Exhibit "C"**.

13.2 Buffer Zones

The City of Elgin required buffer zones per Sec. 36-312(b)(2) are hereby removed where Single Family Lots are located per the concept plan and preliminary plan.

13.3 Sidewalk-In-Lieu Fees

The Project shall not be subject to the Sidewalk-In-Lieu Fee for frontage along County Line Road as this portion of sidewalk is included in the scope of the County Line Road improvements and therefore included in the County Line Roadway Impact Fee noted above in Section 7. For the frontage along FM 1100/Avenue C, the Project will be responsible for either (1) constructing a sidewalk from the existing sidewalk to a termination point located West of the Elm Creek bridge to align with the existing trail head south of FM 1100/Avenue C or (2) paying the City's defined Sidewalk-In-Lieu Fee for the designated length of the sidewalk as described in this paragraph.

13.4 Traffic

The Owner shall not be required to perform a Traffic Impact Analysis for the Project.

14. PERIMETER IMPROVEMENTS

The project will dedicate the required Right of Way for the future widening of County Line Road (25') to the City and future widening of FM 1100/Avenue C to TXDOT (42' from centerline to a point approximately 115 feet east of the Garza tract, from then to a point approximately 289 feet east of the Garza tract it varies from 42'-27', then to the property line 27') including the 45-degree flared corner at the intersection and the area north of the Elm Creek culvert crossing as shown on **Exhibit "F" Right of Way Dedication Plan and per the approved TxDOT Preliminary Design Schematic for FM 1100**. The Project Homeowner's Association will maintain these areas until the widening work commences. The perimeter fencing shall be six (6) foot stained enhanced wood fence with metal posts per Elgin Code for which the Homeowner's Association will be responsible to maintain the exterior appearance.

15. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

15.1 Minor Changes

Minor changes to this Agreement or Plan, which do not substantially alter the proposed street circulation, increase the lot count above the limit set in Exhibit "C" or alter the Residential Development Standards in Exbibit "B.1", may be approved administratively, if approved in writing, by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

15.2 Major Changes

All changes not permitted under section 15.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the "Rezoning Owner") to obtain the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

15.3 Deed Restrictions and Creation of a Homeowner's Association

The Owner shall create a Homeowner's Association responsible for, among other things, enforcement of deed restrictions required under this Agreement. The Association shall be created and deed restrictions recorded before the issuance of building permits for residential building construction on the Property. The Association shall be duly authorized, under applicable laws, to enforce the deed restrictions against all owners and developers of land within the Property. Any deed restrictions, and amendments thereto, regulating development of the Property shall be recorded in the Official Public Records of Travis and Bastrop Counties, Texas. Any deed restrictions regulating development of the Property, and any amendments thereto, shall be subject to this Agreement. Such deed restrictions shall further include a statement that they are subject to this Agreement and that, in the event of a conflict between the deed restrictions and this Agreement, this Agreement shall govern.

OWNER:

RANCH ROAD PEPPERGRASS, LLC

By: _____
SCOTT MILLER, Manager

STATE OF TEXAS

_____ COUNTY

Sworn and subscribed before me this the ___ day of _____, 2019 by Scott Miller, Manager of Ranch Road Development Peppergrass, LLC.

SEAL **_____**
Signature of Notary

CITY OF ELGIN

By: _____
CHRIS CANNON, Mayor

ATTEST:

By: _____
AMELIA SANCHEZ, City Secretary

STATE OF TEXAS

_____ COUNTY

Sworn and subscribed before me this the ___ day of _____, 2019 by Chris Cannon, Mayor, City of Elgin, Texas.

SEAL **_____**
Signature of Notary

STATE OF TEXAS

_____ COUNTY

Sworn and subscribed before me this the _____ day of _____, 2019 by Amelia Sanchez, City Secretary, City of Elgin, Texas.

SEAL **_____**
Signature of Notary

LIST OF EXHIBITS

EXHIBIT "A" – Metes & Bounds Description of the Property

EXHIBIT "B" – Concept Plan

EXHIBIT "C" - Development Plan

EXHIBIT "D" – Public Open Space Plan

EXHIBIT "E" – Master Sign Plan

EXHIBIT "E-1" – Community Signage

EXHIBIT "F" – Right of Way Dedication Plan

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

DESCRIPTION
65.643 Acre [2,859,419 Square Feet] Tract

BEING A 65.643 ACRE [2,859,419 SQUARE FEET] TRACT OUT OF THE THOMAS CHRISTIAN SURVEY, SECTION 26, ABSTRACT 20 OF BASTROP COUNTY, AND ABSTRACT 2296 OF TRAVIS COUNTY, TEXAS; SAID 65.643 ACRE TRACT BEING ALL OF A CALLED 67 ACRE TRACT DESCRIBED TO CYNTHIA J. KRIEG & SHELDON RAY JOHNSON JOINT LIVING TRUST IN DOCUMENT NUMBER 201810089 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS [O.P.R.B.C.T.]; AND BEING THE REMAINDER OF A CALLED 77 ACRE TRACT DESCRIBED TO RAYMOND JOHNSON IN VOLUME 123, PAGE 121 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS [D.R.B.C.T.], SAID 65.643 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1-inch iron stake found for the east corner of said 77 acre tract and the herein described tract, same being the common interior corner of a called 103 acre tract and a called 89.96 acre tract described to Kelly Wayne Kastner in Document Number 201401408 [O.P.R.B.C.T.],

THENCE, S27°01'24"W, with the line common to said 77 acre tract and to said 103 acre and 89.96 acre tracts, for a distance of 1,428.72 feet to 1/2-inch iron rod with "Doucet" cap set for the south corner of the herein described tract, same being at the common corner of said 103 acre and 89.96 acre tracts, and same being in the northeast line of Farm to Market Road 1100 (FM 1100), a called 80 foot wide right-of-way per Volume 140, Page 493 [D.R.B.C.T.], and a plat or map of record described as Cannon Addition in Document Number 200200184 of the Official Public Records of Travis County Texas [O.P.R.T.C.T.];

THENCE, N62°29'18"W, with the northeast right-of-way line of FM 1100 and the southwest line of said 77 acre tract, passing at a distance of 1,069.71 feet a 1/2-inch iron rod with "LCRA" cap found for reference in the southwest line of the herein described tract, continuing for a total distance of 1,349.79 feet to a 1/2-inch iron rod with "Doucet" cap set at the beginning of a curve to the left;

THENCE, with the southwest line of said 77 acre tract, the northeast right-of-way line of FM 1100, and said curve to the left, having a radius of 995.37, a delta angle of 11°29'18", a chord which bears N68°13'57"W, for a distance of 199.25 feet, passing at an arc length of 164.13 feet a 1/2-inch iron rod with "LCRA" cap found for reference, continuing for a total arc length of 199.58 feet to a 1/2-inch iron rod with "Doucet" cap set for an angle point in the southwest line of the herein described tract, same being at the intersection of the northerly right-of-way lines of said FM 1100 and Raymond Johnson Road, a called 50 foot wide right-of-way per said Document Number 200200184 [O.P.R.T.C.T.];

(CONTINUED ON NEXT PAGE)

THENCE, N62°29'18"W, with the northeast right-of-way of Raymond Johnson Road, and the southwest line of said 77 acre tract and the herein described tract for a distance of 110.45 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior corner of the herein described tract, same being at the south corner of a called 1.000 acre tract described to Ramiro G. & Amparo Garza in Volume 486, Page 89 [D.R.B.C.T.]

THENCE, with the exterior lines of said 1.000 acre tract and the interior lines of said 77 acre tract, the following four (4) courses and distances:

1) N26°01'09"E, passing at a distance of 20.00 feet, a 1/2-inch iron rod with "LCRA" cap found for reference, and continuing for a total distance of 196.54 feet to a found 1/2-inch iron rod,

2) N07°16'27"W, a distance of 87.19 feet to a found 1/2-inch iron rod (bent),

3) N64°44'41"W, passing the Bastrop County and Travis County line at 61.07 feet, and continuing for a total distance of 121.06 feet to a point, from which a wire fence post bears N01°21'52"E, a distance of 2.56 feet, and

4) S26°01'55"W, a distance of 266.54 feet to a 1/2-inch iron rod with "Doucet" cap set in the northeast right-of-way of Raymond Johnson Road, and for an exterior corner of said 77 acres and the herein described tract, same being at the west corner of said 1.000 acre tract;

THENCE, N62°29'18"W, with the northeast right-of-way of Raymond Johnson Road and the southwest line of said 77 acres and the herein described tract, for a distance of 481.55 feet to a mag nail with "Doucet" shiner in concrete sidewalk set for the west corner of the herein described tract, same being in the east right-of-way line of County Line Road, a called 60 foot wide right-of-way per plat or map of record described as Ford Estates in Volume 86, Page 86C of the Plat Records of Travis County, Texas [P.R.T.C.T.], and per said Document Number 200200184 [O.P.R.T.C.T.],

THENCE, N27°01'24"E, with the southeast right-of-way of County Line Road, and a northwest line of said 77 acres and the herein described tract, for a distance of 838.31 feet to a point for a north corner of the herein described tract, same being at the west corner of Lot 1 of said Ford Estates,

THENCE, with the exterior lines of Lots 1, 2, and 3 of said Ford Estates, and the common interior lines of said 77 acre tract, the following three (3) courses and distances:

1) S62°53'09"E, passing at 2.20 feet a 1/2-inch iron rod found for reference, and passing the Bastrop County and Travis County line at 526.96 feet, and continuing for a total distance of 658.59 feet to a 3/4-inch iron pipe found for the south corner of said Lot 2 and an interior corner of the herein described tract,

2) N27°15'11"E, a distance of 197.96 feet to a 3/8 inch iron rod, found for the common corner of said Lot 2 and Lot 3,

(CONTINUED ON NEXT PAGE)

3) N27°20'21"E, a distance of 198.30 feet to a PK Nail in concrete found for the common corner of said Lot 3 and a called 3.006 acre tract described to Fausto C. Martinez and Maria Saucedo in Volume 2087, Page 441 [O.P.R.B.C.T.];

THENCE, N26°55'02"E, with the southeast line of said 3.006 acre tract and a northwest line of said 77 acre tract, for a distance of 198.59 feet to a 1/2-inch iron rod with "Doucet" cap set for the north corner of the herein described tract, same being in the south line of a called 48.827 acre tract described to Clayton Properties Group, Inc. in Document Number 2019032621 [O.P.R.B.C.T.],

THENCE, S62°58'36"E, with the northeast line of said 77 acre tract, the south line of said 48.827 acre tract, and a common line to said 103 acre and 89.96 acre tracts, for a distance of 1,648.99 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 65.643 acres [2,859,419 Square Feet].

Basis of bearings is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances shown are surface values and may be converted to grid by using the surface adjustment factor of 0.9999230059285435.
Units: U.S. Survey Feet.

I, Garrett Cavaiuolo, Registered Professional Land Surveyor, hereby certify that this legal description and accompanying plat of even date were made in accordance with the 2016 minimum standard detail requirements for ALTA/NSPS Land Title Survey, jointly established and adopted by ALTA and NSPS.

11/11/19

Garrett Cavaiuolo Date
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPLS Firm Registration No. 10105800

EXHIBIT "B"

CONCEPT PLAN

EXHIBIT "C"

DEVELOPMENT PLAN

A. Applicability and Base Zoning

All aspects regarding the development of this Property shall comply with the City of Elgin Code of Ordinances in effect on (THE EFFECTIVE DATE) except as established in this exhibit, titled **Exhibit "C"**.

The base district zoning of R-2, Single Family & Duplex Dwelling District, has been established for this Property.

All development within the Property will comply with the modified development standards of **Exhibit "C"**. In the case that this exhibit does not address a specific City requirement, the Elgin Code of Ordinances shall apply. In the event of a conflict between this exhibit and the identified base zoning district as defined in the Code of Ordinance on (THE EFFECTIVE DATE), this exhibit shall control.

B. Single Family Residential Lot Design Standards

The development of the Property will not exceed 285 single-family residential units. The potential product shall be developed in compliance with Table B.1

In addition to the design standards outlined in Table B.1, the following standards shall also apply:

1. Residential lot widths shall be measured from the front setback building line as established below.

2. Building height shall be measured as the vertical distance from the front door threshold to the highest point of the roof.

Table B.1 Residential Development Standards	
	FRONT LOAD A
Lot Width Minimum	40 ft.
Lot Depth Minimum	100 ft
Setbacks	
Front (min.)	15 ft.
Rear (min.)	10 ft.
Garage Setback (min.)	20 ft.
Side (min.)	5 ft.
Corner (min.)	15 ft.
Building Height	35 ft.
Minimum Lot Area	4,000 sq. ft.

C. Roadway Standards

1. Collector streets shall have a minimum centerline radius of 300 feet (300').

2. Minor streets shall not have a maximum centerline radius.

3. Residential streets may be designed with a six-inch (6") rollover curb consistent with the Typical Cross Section exhibits within this Agreement.

4. The block length requirements per City of Elgin Sec. 36-202 are modified as shown in the Concept Plan for the perimeter blocks of the subdivision and are approved with this agreement. Approved modifications to the Concept Plan that affect block length will also be permitted per this agreement.

5. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.

6. Sidewalks along roadways in which there is not a residential lot shall be constructed during installation of associated landscaping. Sidewalks and landscaping shall be installed along roadways within three years of construction of said roadway.

D. Drainage and Grading

1. Drainage collection facilities may be constructed with a mix of open channel and underground storm sewers. Design criteria shall be as stated in the Construction Standards.

2. All cut and fill land balancing shall be limited to a maximum of twelve feet (12'), except when filling of the existing stock tanks.

E. Signage

The control and placement of all signs is especially important to the aesthetic harmony of the Project. A critical component of a cohesive community is the sense of place and identity.

A Master Sign Plan has been prepared as a component of the Development Agreement. **Exhibit "E"** identifies the sign types, quantities and locations of signs that may be constructed within the Project. Approval of these development standards is intended to permit the number and locations for the community signs as indicated and allow a consistent signage package within the community.

Approval of the development standards shall permit signage at the indicated locations on **Exhibit "E"** but shall not be interpreted as approval of a sign permit. Each proposed sign within these development standards must be submitted to the inspection department for review and permit.

The Master Sign Plan shall include the following type of signs. The sign face area, sizes and quantities of signs shall be governed by the standards identified on **Exhibit "E"** and **Exhibit "E-1"**. The graphics included in **Exhibit "E-1"** do not depict actual sign form, but rather the scale and massing that may be constructed.

Sign face area shall be defined as the area included within the smallest rectangle that can encompass the sign letters. The sign face area does not apply to logos, which will be considered a design feature separate from the sign face area.

1. Primary Community Entry Signs

Primary community entry signs (total not to exceed two (2)) may be located at each entrance into the Project.

2. Special Signs

The Directional/Lifestyle Signs category includes a series of signs (total not to exceed six (6)) used to create a strong sense of place and guide people within the Project.

F. Sign Lighting

All signs constructed within the Project may be illuminated in order to increase visibility and/or enhance the aesthetics of the sign design. Sign lighting shall adhere to the following standards:

1. Illumination shall be shielded so there is no glare in the public right-of-way and adjacent properties.

2. Illumination may include lighted cabinet, halo lighting, wall wash up-lighting, landscape up-lighting, and under cap lighting.

3. Illumination may be white or colored.

4. Illumination must be steady. Flashing, moving, and intermittent lights are prohibited.

EXHIBIT "D"

PUBLIC OPEN SPACE PLAN

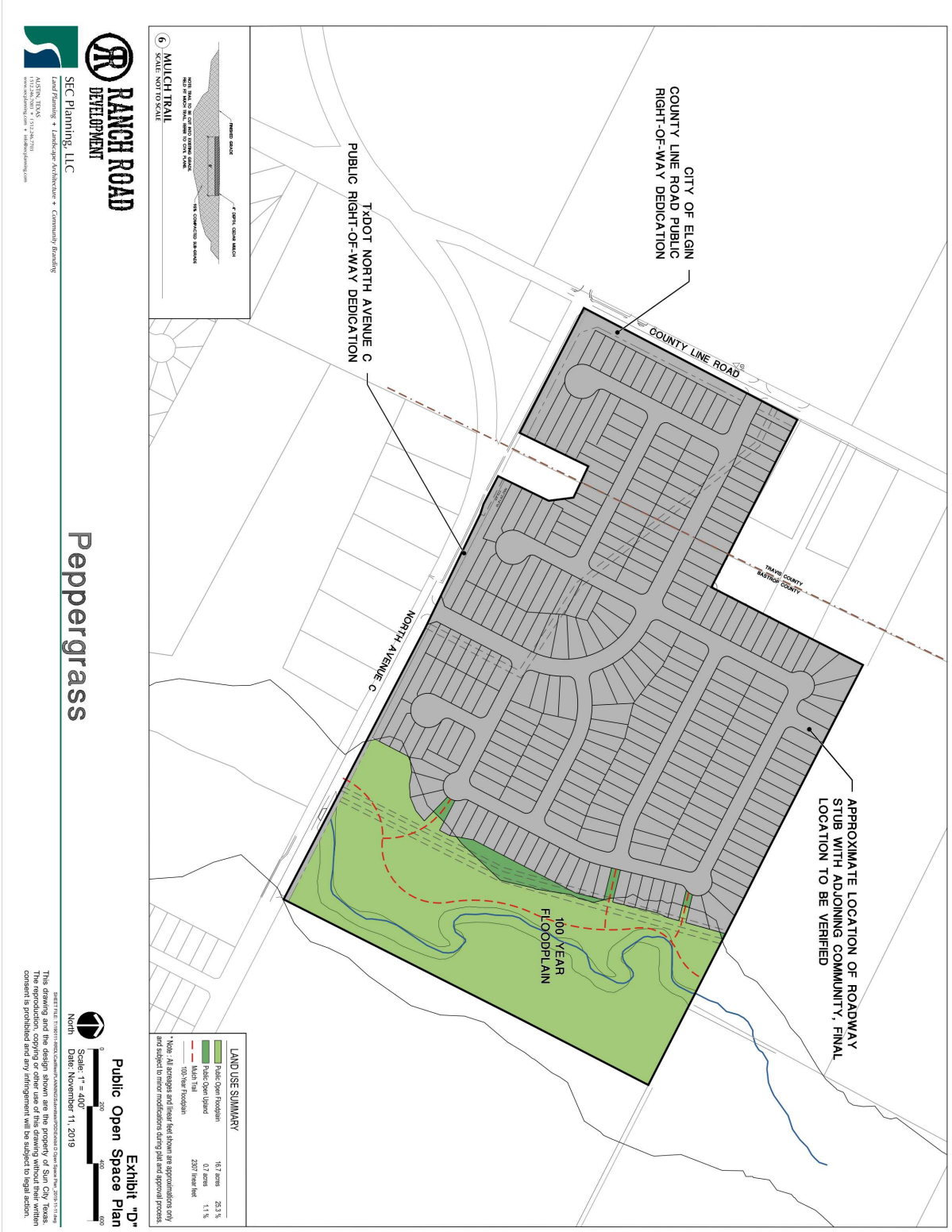


EXHIBIT "E"

MASTER SIGN PLAN

RANCH ROAD DEVELOPMENT

SEC Planning, LLC

Land Planning • Landscape Architecture • Community Branding

AUSTIN, TEXAS
(512) 246-7003 • (512) 246-7793
www.secplanning.com • info@secplanning.com

Peppergrass

Exhibit "E"
Master Sign Plan

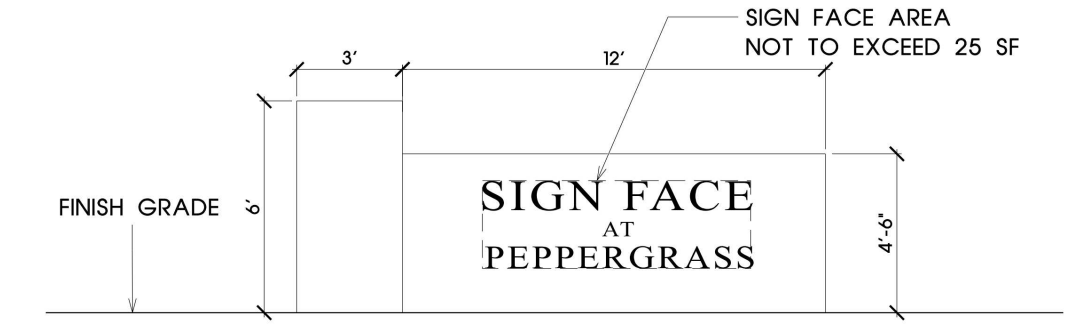
North
Scale: 1" = 400'
Date: November 11, 2019

SHEET FILE: T:\SEC\11-PROJECTS\RANCH ROAD DEVELOPMENT\Peppergrass\ACAD\Exhibit E Master Sign Plan_2019-11-11.dwg

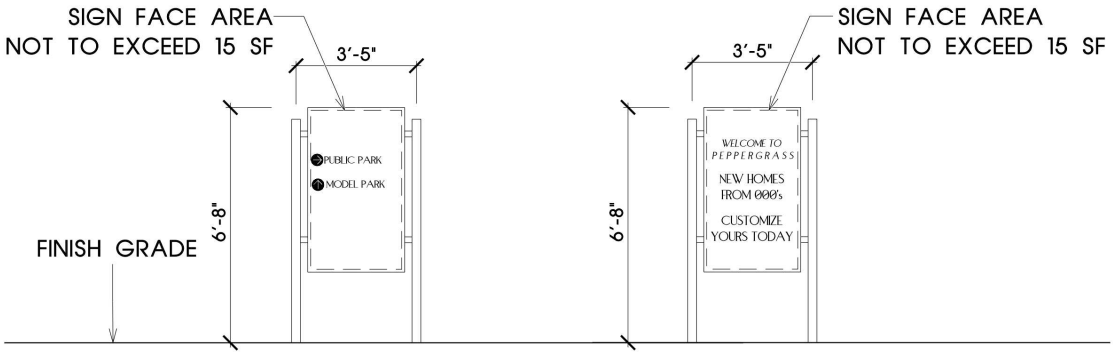
This drawing and the design shown are the property of Sun City Texas. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

EXHIBIT "E-1"

COMMUNITY SIGNAGE



PRIMARY COMMUNITY ENTRY SIGN



DIRECTIONAL / LIFESTYLE SIGN

RANCH ROAD DEVELOPMENT

SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
t 512.246.7003 + f 512.246.7703
www.secplanning.com + info@secplanning.com

Peppergrass

Exhibit E-1
Community Signage

Scale: 1" = 4'
Date: November 11, 2019

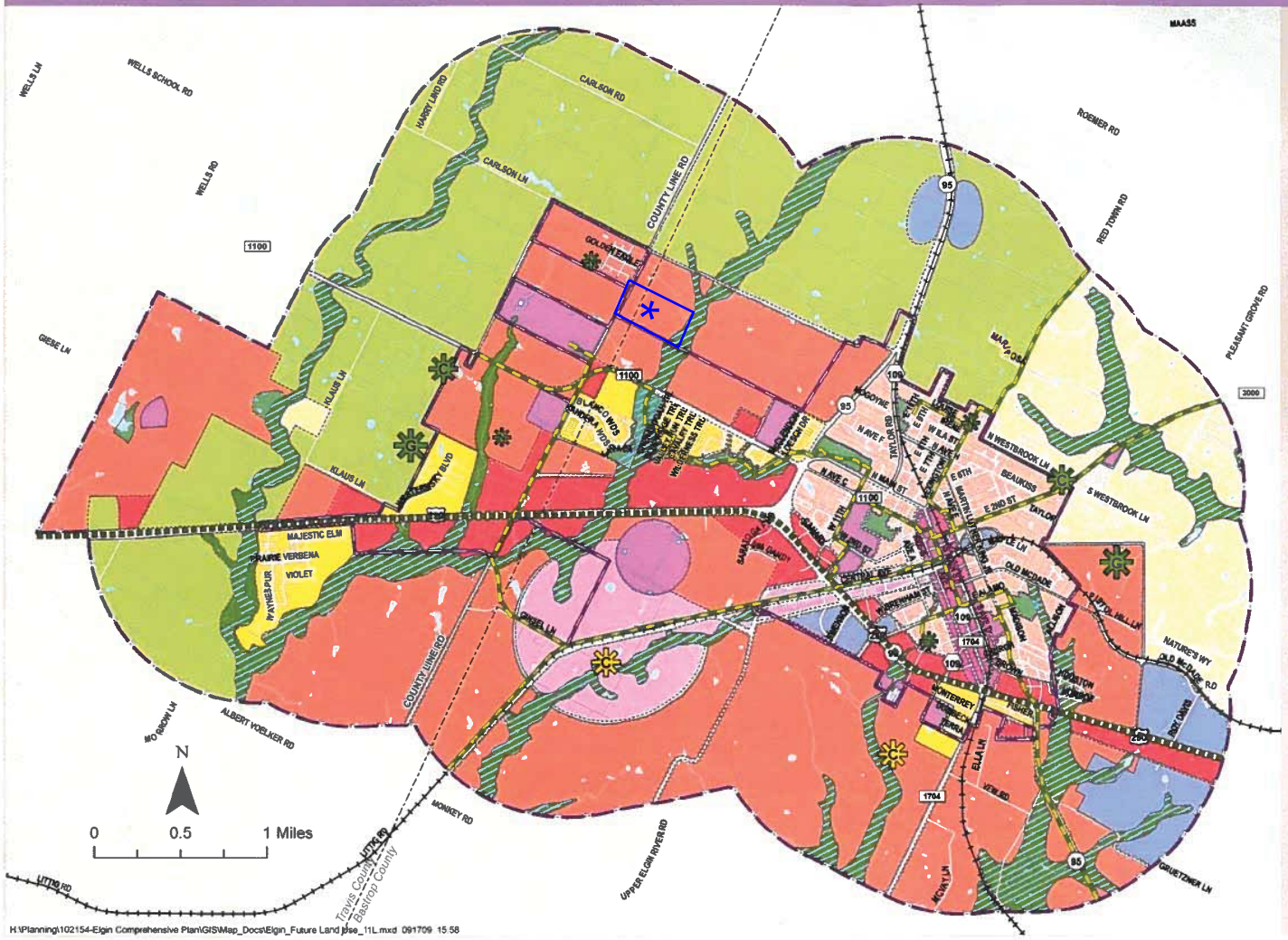
SHEET FILE: T:\190111-RROL\Cad files\PLANNING\Submittals\PDD\Exhibit E1 Community Signage_2019-11-11.dwg

This drawing and the design shown are the property of Sun City Texas. The reproduction, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

EXHIBIT "F"

RIGHT OF WAY DEDICATION PLAN

Attachment 2
Staff Added Comprehensive Plan Exhibit 4.4



Source: Wilbur Smith Associates, Inc., 2009.

Traditional Neighborhood Development

General Description: Traditional Neighborhood Development (TND) is intended to bring the character and form of Elgin's older neighborhoods (the Central Elgin Neighborhood category) to newly developing areas of the community. Key characteristics include a grid pattern of streets with pedestrian and bicycle amenities, homes that have front porches rather than front garages, a compatible mix of housing types and land uses, and high quality landscaping and building materials.

Transect Zone: General Urban (T4)

Primary Land Use: Single Family Residential

Supporting Land Uses: Attached residential (townhomes, rowhouses), small apartment buildings, neighborhood-scale retail and office, schools, parks, and community facilities. Accessory dwellings or "granny flats" are encouraged with appropriate regulations regarding lot coverage, height, and parking.

Residential Densities: Approximately 5 units per acre.

Form and Character: TND areas should be built according to a traditional grid or modified grid street pattern without the use of cul-de-sacs to promote connectivity and walkability. Homes should address the street directly with garages placed to the side or preferably the rear of the home with access from an alley or lane. Front porches should be incorporated into most homes to promote community and neighborly interaction. Buildings are typically two to three stories tall with shallow to medium setbacks that allow landscaping, while also maintaining a close connection to the street and sidewalk. Lot and home sizes vary to offer a wider range of housing choice and affordability than is typically provided in conventional subdivisions. High quality building materials and landscaping should be used to enhance the overall character of development.

Parks and Open Space: Neighborhood parks should be interspersed regularly to ensure all residents have access to park space. Smaller pocket parks, playgrounds, and greens may also be provided. Sidewalks and bike trails should provide connections to parks and playgrounds within or outside of the neighborhood. Floodplains and existing vegetated areas should be preserved and incorporated into neighborhoods as open space amenities and natural buffers from surrounding development. However, floodplains should not be used to meet the active recreation needs of the community because construction of park facilities is limited in these areas.

Attachment 3
Staff Added Zoning Map

ArcGIS Web Map

12/6/2019, 1:09:01 PM

Zoning

- R-1 Single Family
- R-2 Single Family and Garage Apartment District
- R-3 Single Family, Two-Family and Industrialized Housing District
- PDD Planned Development District
- A Multiple Family Residentail District
- C-1 Neighborhood Shopping District

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/ Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, TRC GIS, City of Elgin

Web AppBuilder for ArcGIS

USDA FSA, DigitalGlobe, GeoEye, CNES/Airbus DS | TRC GIS, City of Elgin | Esri, HERE, Garmin, iPC |

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO DESIGN OF A VACTOR TRUCK DUMP BASIN AND ENVIRONMENTAL SERVICES IN CONJUNCTION WITH EXPANSION OF THE CITY'S WASTEWATER TREATMENT PLANT AND MAKING CERTAIN FINDINGS RELATED THERETO.**

DEPARTMENT: Finance/Public Works

PROPOSED ACTION: Approve the Resolution to authorize the City Manager to execute the letter agreement with TRC Engineers for work related to design of a Vactor Dump Basin and associated environmental services.

BACKGROUND:

Recent acquisition of a vac truck to be used in the maintenance of the City's wastewater collection system provoked the need for a place to discharge wastes generated by this maintenance activity, in a manner approved by TCEQ. The solution to maximizing the utility of the vac truck operation was to design a dump basin in conjunction with expansion of the wastewater treatment plant that is scheduled to begin next year. The basin will be located adjacent to and discharge into the raw sewage lift station wet well. The dump pad design will be integrated into the plant expansion project and will be bid with the other improvements. The proposed project will require an archeological survey prior to construction, TRC is providing this proposal to fulfill the City's obligations for requirements under the Antiquities Code of Texas (Section 191.0525) and Section 106 of the National Historic Preservation Act.

BUDGET/FINANCIAL IMPACT:

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

Funding for these costs was anticipated and will come from proceeds of the 2016 Bond.

RECOMMENDATION: Approval of the proposal by TRC Engineers for design of a vactor truck dumping basin and required environmental services related thereto.

ATTACHMENTS:

Proposal for design and environmental services by TRC Engineers.

{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 OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO DESIGN OF A VACTOR TRUCK DUMP BASIN AND ENVIRONMENTAL SERVICES IN CONJUNCTION WITH EXPANSION OF THE CITY'S WASTEWATER TREATMENT PLANT AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin, Texas has contracted previously with TRC Engineers to provide engineering services related to expansion of the City's wastewater treatment plant; and

WHEREAS, the addition of a vac truck for maintaining the City's sewer collection system has resulted in the need to provide a disposal site for waste materials collected by the vac truck, in a manner that is compliant with TECQ regulations; and

WHEREAS, the site assigned for construction of a dump basin for such waste materials requires an archeological survey to be conducted prior to construction; and

WHEREAS, the City has received a proposal from TRC Engineers Inc. for professional engineering services to design the requisite dump basin and conduct the necessary archeological survey as required by Antiquities Code of Texas (Section 191.0525) and Section 106 of the National Historic Preservation Act.

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

Section 1. The above recitals are true and correct; and the City Manager is authorized to execute a Letter Agreement with TRC Engineers Inc. for professional engineering services to design a dump basin and perform the required archeological survey, a copy of said Letter Agreement being attached hereto and made part of this Resolution as if copied verbatim therein.

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

PASSED AND ADOPTED this 7th day of January, 2020.

_____
CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

_____
AMELIA SANCHEZ, City Secretary

505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

December 9, 2019

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

RE: City of Elgin
Wastewater Treatment Plant Expansion
Vactor Truck Dump Basin and Additional Environmental Services
Engineering Services Change Order

Dear Mr. Mattis:

TRC Engineers, Inc. (TRC) has prepared this Proposed Engineering Services Change Order for the Wastewater Treatment Plant Expansion including the addition of a vactor truck dump basin and the addition of an archaeological survey required by the Texas Historical Commission.

VACTOR TRUCK DUMP BASIN ENGINEERING SERVICES

The vactor truck dump basin will be designed to receive the wastewater discharge from the City's vactor truck. The basin will be located adjacent to and discharge into the raw sewage lift station wet well. The design will include a concrete basin with side walls, drain sump with grating and drain piping. Debris will be removed from the pad and transferred to a dumpster using a backhoe. The dump pad design will be integrated into the plant expansion project and will be bid with the other improvements. Design services for the dump basin will include:

1. Revision of site plans including relocation of the pipe rack building and temporary belt press and revision of paving and grading.

2. Plan and sections of the basin including grating and drain piping.

3. Structural design of the basin.

ENVIRONMENTAL SERVICES

Pursuant to the Texas Historical Commission's (THC) review that the proposed project will require an archeological survey prior to construction, TRC is providing this proposal to fulfill the City's obligations for requirements under the Antiquities Code of Texas (Section 191.0525) and Section 106 of the National Historic Preservation Act. The following Scope of Work (SOW) is proposed:

Task 1 – *Antiquities Permit Application and Research Design*
Results of the background study will be incorporated into a Research Design to accompany a Texas Antiquities Permit Application. The Research Design will detail the proposed archeological survey methodology and reporting. TRC will submit the permit application to the THC.

Task 2– *Archeological Survey and Report*
TRC will conduct an intensive archeological survey of the site. This work includes a pedestrian survey and subsurface investigations (shovel tests only) according to the THC's and Council of Texas Archeologists' (CTA) Archeological Survey Standards for Texas. Newly discovered prehistoric and historic archeological sites will be documented in compliance with THC/CTA recordation standards and requirements for assessing historical sites and cemeteries. Any structures 45 years or older located within or adjacent to the site will be photo-documented and described in the report. The report will be submitted to the THC.

ASSUMPTIONS

- Assume no more than one archeological site will be encountered during the investigation. If additional sites are discovered, a change order for additional services will be required to cover the recording of the site.
- Assume no human remains will be encountered during investigations. If human remains are encountered, TRC will stop work and immediately notify the City. Any associated services for managing the discovery of human remains will require a change order for additional services.
- This proposal covers a prescribed level of effort through the intensive survey and THC consultation. If after consultation the THC requires additional work in the form of additional survey, deep testing, archeological monitoring, archeological testing and/or data recovery then TRC will prepare a separate change order for additional services.

COMPENSATION FOR SERVICE

TRC will provide the professional services as outlined herein and within the Master Services Agreement executed between the City and TRC, for a total fee as follows:

Engineering Design:	$33,642.00	
Environmental Services:	$6,103.00	
Total:	**$39,745.00**	**lump sum**

Changes in scope, including additional scenarios or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a

formal change order process, which results in approval of the additional cost prior to executing the additional work.

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

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

Sincerely,

K. Beau Perry, P.E.
Vice President

12-10-19
Date

Thomas Mattis, City Manager
City of Seguin

Date

TRC

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A resolution entering into an agreement of services between the City and National Sign Plazas Inc. for placement of signage in the right-of-way within the City and its extraterritorial jurisdiction for providing direction to subdivisions, developers, homebuilders, and public facilities.

DEPARTMENT: Planning and Community Development

PROPOSED ACTION: Discussion, consideration, and action on a resolution entering into an agreement of services between the City and National Sign Plazas Inc. for placement of signage in the right-of-way within the City and its extraterritorial jurisdiction for providing direction to subdivisions, developers, homebuilders, and public facilities.

BACKGROUND: This proposal is similar in nature to other cities such as Manor and Pflugerville which have approved these agreements. It will allow the company to place sign structures and directional signage with any arterial or collector right-of-way, excluding the downtown historic district and local roadways, in order to advertise developments. The City would be able to advertise on the signs as well. The applicant will install and maintain the signage after permitting from the City and the County and State as necessary. Standards such as sign area, location, materials, height, advertising, and some colors would be regulated by the agreement. Removal could be required by the City per the agreement. Also, the company would pay $10.00 a month for each separate sign panel to the City. This would be a five (5) year agreement with option to renew and it includes a termination clause. There are also indemnification and mandatory insurance clauses within the document.

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.

AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") is entered into by and between the City of Elgin, Texas (the "City"), a Texas home-rule municipality, and National Sign Plazas, Inc., a California corporation ("Contractor") (collectively, the "Parties").

WHEREAS, the City's sign regulations permit the City to install directional signs within its rights-of-way, including the type of signs that are the subject of this Agreement; and

WHEREAS, the City of Elgin desires to initiate an exclusively City-controlled program ("Sign Plaza Program") to locate certain types of signs ("Plaza Signs") within public right of way or on public property for the purpose of providing direction to subdivisions, developers, homebuilders, and public facilities within the City's corporate limits or its extraterritorial jurisdiction ("ETJ"), and to contract for the installation and maintenance of the Sign Plazas and sign panels; and

WHEREAS, Contractor represents that it is a California corporation authorized to do business in the State of Texas with experience and expertise in assisting municipalities to establish efficient, effective and high-quality municipally-controlled directional sign program and that the goods, services and workmanship; and

WHEREAS, Contractor desires to install Sign Plazas as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas after their installation and to act as the City's leasing agent and lease space on the Sign Plazas to developers and homebuilders and to bill and collect fees from the developers and homebuilders to be divided between Contractor and the City in accordance with this Agreement; and

WHEREAS, Contractor submitted a proposal that meets the City's needs;

NOW, THEREFORE in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, the City and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.

2. Contract Documents. The parties shall meet and comply with all of their respective obligations under the terms, conditions and specifications contained in the Contract Documents. The Contract Documents, which set forth the entire understanding and agreement of the Parties, are as follows:

    (a) This Agreement;

    (b) Exhibit A-1: Primary Sign Plaza schematic and specifications;

    (c) Exhibit A-2: Community Sign Plaza schematic and specifications; and

    (d) Exhibit A-3: Neighborhood Sign Plaza schematic and specifications.

3. Scope of Work. Contractor shall administer certain aspects of the Sign Plaza Program by performing the work set forth in the Contract Documents (the "Work"). The Work shall be performed in a professional and safe manner and, in general, the Work shall consist of the following:

(a) Construct, install, maintain and repair approved Sign Plazas and sign panels, subject to approval by the City; and

(b) Contract with developers and/or homebuilders for the lease of sign panels (each such lease being referenced hereinafter as a "Private Lease"), subject to approval by the City; and

(c) Assist the City in determining appropriate locations for Sign Plazas; and

(d) Assist the City with identifying and removing all illegal off-premise signage; and

(e) Attend meetings as necessary with City staff and other persons when necessary to perform the Work; and

(f) Collect all lease payments and remit to the City, on a quarterly basis, an administrative fee as specified in Paragraph 7.(b) of this Agreement; and

(g) Meet its other obligations as set forth in the Contract Documents and undertake all incidental tasks that are necessary in order to complete the Work.

4. Definition, Purpose of Sign Plaza.

(a) Definition. For the purposes of this Agreement, a "Sign Plaza" is a structure placed in public right of way either within the City limits or its extraterritorial jurisdiction with approval by the City and other jurisdictions as applicable and displays sign panels in accordance with this Agreement.

(b) Purpose of Sign Plazas. The purpose of Sign Plazas is to provide municipal control over a program that provides direction for homebuyers, visitors, tourists, emergency service personnel, and the like, to the location of subdivisions, housing developments, homebuilders and public facilities within the City's corporate limits and/or ETJ, while discouraging the placement of unsightly and hazardous off-site directional signs.

5. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture or replace and install Sign Plaza structures and sign panels in accordance with the specifications in these Contract Documents and the following:

(a) Sign Plaza Structures shall not exceed twelve (12) feet above average grade. These can only be located within the right-of-way of United States (U.S.) Highway 290 excluding areas between either State Road 95 along U.S. Highway 290. Structures are more completely described in Exhibit A-1, Exhibit A-2 and Exhibit A-3.

(b) Sign Plaza Structures shall not exceed eight (8) feet above average grade on all arterial roadways as defined by the City, excluding the following: Loop 109, Farm to Market 1100 between either State Road 95, Farm to Market 1704 between either State Road 95. Structures are more completely described in Exhibit A-2 and Exhibit A-3.

(c) Sign Plaza Structures shall not exceed four (4) feet and six (6) inches above average grade on all collector and arterial roadways as defined by the City. Structures are more completely described in Exhibit A-3.

(d) Sign Plaza Structures shall not be placed within any historic district(s) as defined by the City or any other road system not defined as an arterial or collector by the City, this includes road systems in its extraterritorial jurisdiction. See also Section 6.

(e) Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, double-sided, if necessary.

(f) A City topper panel will be designed for the City, shall be prominently displayed at the top of all Sign Plazas installed under this Agreement, and shall be visible on any side of a Sign Plaza which displays directional sign panels.

(g) The color of all Sign Plazas shall be determined by the City.

(h) Subject to subsection (j), below, each sign panel shall contain only an appropriate directional arrow (and, if appropriate, directional information) and the name of one of the following: (1) a residential community; (2) a residential subdivision; (3) a homebuilder that currently has for sale lots and/or homes in the City or the City's ETJ; (4) a public facility owned or controlled by the City; (5) a development corporation created by the City; or (6) any commercial or mixed-use development; provided, however, that the City's advance written approval is required for participation by any such commercial or mixed-use development.

(i) Further, and also subject to subsection (j), below, all sign panels shall be uniform in size as approved by the City and no logos other than the City's logo shall be permitted on the header panel. Sign panels shall contain only the name of a residential community, subdivision, homebuilder, public facility, local business and logo, the builder or developer's name and/ or logo, the builder or developer's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are not allowed. Unless so authorized by City, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.

(j) Notwithstanding the foregoing or any other provision of this Agreement, the requirements and restrictions related to sign panels can be waived by the City to authorize logos and/or recognized color schemes associated with any of the entities or items listed above in subsection (h)(1)-(6), above. Such authorization can be made conditional on other requirements and is only effective if it is in writing, includes a true-to- color graphical depiction of the requested logo and/or color scheme and is signed by the City Manager. Any sign panel allowed under such authorization must be removed and replaced by Contractor if and when the City determines at its discretion that the sign panel as installed departs in appearance from the characteristics as shown in the written authorization.

(k) Contractor shall submit final design plans to the City for approval prior to installation of any Sign Plaza.

(l) No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.

(m) Sign Plaza locations shall be approved and designated only by the City with the assistance of Contractor.

(n) At the City's request and direction, Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City. At the City's request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City/County. Contractor shall provide, at no cost to the City, the equivalent of not less than ten percent (10%) of all

permitted Sign Plazas to the City for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza. Sign panels shall contain only the name of a residential community, subdivision, homebuilder, public facility, City and logo, the builder or developer's name and/or logo, the builder or developer's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by City, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.

(o) Contractor shall provide to the City: (1) a semi-annual inventory report of existing installed sign panels; and (2) full and correct copies of each Private Lease that it enters into with respect to a Sign Plaza or sign panel under this Agreement.

(p) Contractor shall, at its sole cost, maintain, repair, replace and repaint each sign panel as necessary or deemed necessary by the City. Upon notice by the City, Contractor agrees to undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice.

(q) Contractor shall not install or maintain any Sign Plazas or sign panels within the City, which are not in compliance with the terms of this Agreement.

(r) Sign Panels shall be constructed on Alpolic 360. The panels shall be vinyl coated with materials comparable to 3M High Performance Vinyl.

(s) Individual sign panels on a Primary Sign Plaza shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on a Community Sign Plaza shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Sign Plaza shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.

6. Number, Placement and Type of Sign Plazas. The City has sole discretion to determine the number, type and placement (location) of the Sign Plazas installed under this Agreement. With respect to each new housing community, Contractor shall provide a written plan for approval by the City showing precisely the proposed locations of all Sign Plazas based on each location where homebuyers would require information regarding a change of direction and likewise where homebuyers would need reassurance to continue in a certain direction. Subject to City approval of such plan(s), one or more Sign Plazas, located at least one hundred (100) feet apart, shall be installed to accommodate directional sign panels. The plans referenced in this Paragraph must be delivered to the City no later than thirty (30) days after the City provides notice requesting such plans. Contractor may submit to City at any time during the term of the Agreement subsequent requests for the approval of additional Sign Plaza locations, as may be expressed by homebuilders, developers, and residential communities over time.

7. Price and Payment Schedule. The price and payment schedule for Sign Plazas shall be as follows:

(a) Contractor will install the Sign Plazas and rotate City panels at no cost to the City.

(b) Contractor will collect, and remit to the City, an administrative fee of $10.00 per panel per month. Said fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on Contractor's fiscal cycle, beginning October 1 and ending

September 30.

8. Term of Agreement and Termination of Agreement.

   (a) The term of this Agreement is five (5) years.

   (b) Renewal. At the end of the term, this Agreement may be renewed by mutual written and fully executed agreement of the parties for a mutually agreeable term. Contractor shall not allow any Private Lease to extend beyond or grant any rights with regard to the placement of sign panels beyond the term of this Agreement.

   (c) Termination. This Agreement may be not be terminated by either party before the end of the term, except that a party may terminate this Agreement by providing a notice of termination at any time after: (1) a default remains uncured after the Cure Period set forth in Paragraph 18 of this Agreement; or (2) the occurrence of a breach that is not subject to being cured. If the City terminates this Agreement due to Contractor's breach or uncured default, Contractor agrees that all installed Sign Plazas and sign panels shall remain in place and shall become the property of the City and all Private Leases still in effect shall be deemed assigned by Contractor to the City and any receivables under such Private Leases shall be deemed the property of the City. Further, in the event of such termination, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the City, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect. Still further, in the event of such termination, at the City's option, Contractor shall remove or pay for the complete removal of any and all Plaza Signs and shall restore or pay for the restoration of the placement site to its original condition. In the event that the City requires Contractor to remove any Plaza Sign under this subsection, the ownership of the removed Plaza Sign shall vest in Contractor.

9. Placement of Sign Panels and Private Lease(s). After the City's written approval and acceptance of the installed Sign Plazas, the City agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements—which must be governed by Private Leases—as well as the exclusive right to maintain the Sign Plazas and sign panels subject to the terms of this Agreement.

   (a) Contractor agrees to offer and place sign panels for homebuilders, developers, residential communities/subdivisions and other developments if authorized by the City. Contractor further agrees to use Contractor's best efforts to place all available sign panels.

   (b) Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor may include in any Private Lease an annual lease rate increase as determined by the Consumer Price Index.

   (c) Contractor agrees to manage and maintain at its sole expense all aspects of the placement of the sign panels, including entering into Private Leases and performing all related billing, fee collections, and payment of any applicable taxes and fees.

   (d) Contractor will remit to the City on a quarterly basis the amount of the City's Administrative Fee as specified in Paragraph 7.(b) of this Agreement.

   (e) Contractor agrees to provide an annual report to the City pertaining to the number of sign panels installed within the City, the amount billed for each panel, the amount collected by Contractor for each sign panel, and the amount that Contractor has paid to the City for

each sign panel.

(f) Contractor agrees that in no event will the City be liable for any fee payment or other fees or liabilities related to any Private Lease or placement of the sign panels. Contractor further agrees that each Private Lease shall: (1) be in writing; (2) consistently refer to Contractor as "Lessor" and to the lessee as "Lessee"; (3) be signed by the lessee; and (4) contain an indemnity/hold-harmless clause that requires the lessee to fully indemnify, defend, and hold harmless the City as set forth in this subsection. Said clause shall be set forth as a material term of each Private Lease and shall be made conspicuous by its text being bolded, underlined and in upper case lettering, and shall state as follows: **"NOTWITHSTANDING ANY OTHER PROVISION IN THIS LEASE, AND AS ONE OF LESSEE'S MATERIAL OBLIGATIONS UNDER THIS LEASE, LESSEE SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF ELGIN, TEXAS, AND ITS OFFICIALS, OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM AND AGAINST: (1) ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS OR OTHER PROCEEDINGS OR ACTIONS SEEKING DAMAGES—AS WELL AS ANY AND ALL JUDGMENTS AWARDING DAMAGES—WHEN ANY SUCH DAMAGES ARE CAUSED BY, OR ARE ALLEGEDLY CAUSED, IN WHOLE OR IN PART, BY LESSOR'S BREACH OF THIS LEASE AND/OR LESSOR'S NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OR SUCH ACTS OR OMISSIONS BY LESSOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS REGARDLESS OF THE NATURE OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM, RELATED IN ANY WAY TO, OR BEING CONNECTED IN ANY MANNER WITH: (A) ANY INJURY, DEATH, PROPERTY DAMAGE AND/OR ANY ECONOMIC LOSS SUFFERED BY THE LESSEE, ITS OFFICIALS, OFFICERS, REPRESENTATIVES, AGENTS, AND/OR EMPLOYEES; (B) ANY AND ALL ASSOCIATED ATTORNEY FEES, COURT COSTS, SETTLEMENT EXPENSES AND LITIGATION EXPENSES RELATED TO ANY DAMAGES OR LIABILITY DESCRIBED IN (~~1~~A), IMMEDIATELY ABOVE, AND/OR RELATING TO ANY CLAIM, CAUSE OF ACTION, SUIT, OR OTHER PROCEEDING ASSERTING SUCH LIABILITY AND/OR DAMAGES AGAINST THE CITY, ITS OFFICIALS, OFFICERS, REPRESENTATIVES AGENTS, AND EMPLOYEES, UNLESS SAID CLAIM, CAUSE OF ACTION, SUIT, OR OTHER PROCEEDING SEEKS DAMAGES SOLELY CAUSED BY THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE CITY OF ELGIN, TEXAS OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS; AND, (C) ALL ATTORNEY FEES, COURT COSTS, SETTLEMENT EXPENSES AND LITIGATION EXPENSES RELATED TO THE ENFORCEMENT OF SAID CITY'S RIGHTS AND THE LESSEE'S OBLIGATIONS UNDER THIS PROVISION, SOLELY FOR THE PURPOSE OF ENFORCING LESSEE'S OBLIGATIONS UNDER THIS PROVISION. NOTWITHSTANDING ANY OTHER PROVISION IN THIS LEASE, INCLUDING BUT NOT LIMITED TO ANY PROVISION THAT COULD BE INTERPRETED TO INDICATE THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS LEASE, THE CITY OF ELGIN, TEXAS IS EXPRESSLY DESIGNATED BY LESSOR AND LESSEE AS A THIRD PARTY BENEFICIARY OF THIS LEASE. LESSOR AND LESSEE UNDERSTAND AND AGREE THAT NOTHING IN THIS LEASE ACTS AS A WAIVER OF THE CITY'S IMMUNITY FROM SUIT OR LIABILITY OR ANY ADDITIONAL LIMITATIONS OR DEFENSES AVAILABLE TO THE CITY UNDER LAW. LESSOR AND LESSEE AGREE THAT THE SINGULAR OR PLURAL FORMS OF ANY WORDS USED IN THE FOREGOING PROVISIONS RELATED TO THE CITY OF ANNA, TEXAS SHALL NOT BE INTERPRETED IN ANY MANNER TO LIMIT THE INDEMNIFICATION, PROTECTIONS, AND OTHER BENEFITS OTHERWISE AFFORDED THE CITY IN SAID PROVISIONS."**

(g) Contractor agrees to include in all Private Leases that place sign panels under this Agreement an assignment clause which will assign Contractor's rights to fee payment to the City in the event that this Agreement is terminated before the end of the term of this

Agreement due to Contractor's default.

(h) Homebuilders, developers, and residential communities with sites located within the City's corporate boundaries and its extraterritorial jurisdiction, shall at all times during the term of this Agreement be allowed to participate in the Sign Plaza program with respect to those sites.

(i) Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Plaza Structures.

10. Maintenance of Sign Plazas.

(a) Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.

(b) Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the City.

(c) Contractor agrees to provide to the City a telephone number and a contact person allowing the City to contact Contractor requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week. This obligation must be met before Contractor installs any Plaza signs under this Agreement.

(d) Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the City's written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the City. Sign panel will be replaced within five (5) business days of the written notification.

(e) Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.

(f) Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement, but in no event later than five (5) business days after discovery of the need to repair.

11. INDEMNIFICATION AND OTHER PROTECTIONS. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, AND AS ONE OF CONTRACTOR'S MATERIAL OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF ELGIN, TEXAS, AND ITS OFFICIALS, OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM AND AGAINST: (1) ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS OR OTHER PROCEEDINGS OR ACTIONS SEEKING DAMAGES—AS WELL AS ANY AND ALL JUDGMENTS AWARDING DAMAGES—WHEN ANY SUCH DAMAGES ARE CAUSED BY, OR ARE ALLEGEDLY CAUSED, IN WHOLE OR IN PART, BY CONTRACTOR'S BREACH OF THIS AGREEMENT AND/OR CONTRACTOR'S NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OR SUCH ACTS OR OMISSIONS BY CONTRACTOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS, REGARDLESS OF THE NATURE OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM, RELATED IN ANY WAY TO OR BEING CONNECTED IN ANY MANNER WITH: (A) ANY INJURY, DEATH, PROPERTY DAMAGE AND/OR ANY ECONOMIC LOSS; () ANY AND ALL ASSOCIATED ATTORNEY FEES, COURT COSTS, SETTLEMENT EXPENSES AND LITIGATION EXPENSES RELATED TO ANY DAMAGES OR LIABILITY DESCRIBED IN (A), IMMEDIATELY ABOVE, AND/OR RELATING TO ANY CLAIM, CAUSE OF ACTION, SUIT, OR OTHER PROCEEDING ASSERTING SUCH LIABILITY AND/OR DAMAGES AGAINST THE CITY, ITS OFFICIALS, OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES. UNLESS SAID CLAIM, CAUSE OF

ACTION, SUIT, OR OTHER PROCEEDING SEEKS DAMAGES SOLELY CAUSED BY THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE CITY OR ITS OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS; AND, (3C) ALL ATTORNEY FEES, COURT COSTS, SETTLEMENT EXPENSES AND LITIGATION EXPENSES RELATED TO THE ENFORCEMENT OF THE CITY'S RIGHTS AND CONTRACTOR'S OBLIGATIONS UNDER THIS PARAGRAPH. CONTRACTOR AGREES THAT NOTHING IN THIS AGREEMENT ACTS AS A WAIVER OF THE CITY'S IMMUNITY FROM SUIT OR LIABILITY OR ANY ADDITIONAL LIMITATIONS OR DEFENSES AVAILABLE TO THE CITY UNDER LAW. CONTRACTOR AGREES THAT THE SINGULAR OR PLURAL FORMS OF ANY WORDS USED IN THIS PARAGRAPH SHALL NOT BE INTERPRETED IN ANY MANNER TO LIMIT THE INDEMNIFICATION, PROTECTIONS, AND OTHER BENEFITS OTHERWISE AFFORDED THE CITY IN THIS PARAGRAPH.

12. Insurance. Contractor shall be responsible for all injury or damage to persons and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its employees, subcontractors, agents or employees in connection with the Work and shall be responsible for all parts of the Work, both temporary and permanent. Contractor's obligations with regard to insurance under this Agreement include the following.

    (a) Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth in subsections (b)-(d), below. Contractor shall not commence the Work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by the Agreement, Contractor shall provide the City with renewal or replacement evidence of insurance at least 30 days prior to the expiration or termination of such insurance. The policy shall name the City as an additional insured.

    (b) Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than $1,000,000 for each accident.

    (c) Comprehensive General Liability Insurance with bodily injury limits of not less than $1,000,000 for each occurrence and not less than $2,000,000 in the aggregate, and with property damage limits of not less than $1,000,000 for each occurrence and not less than $1,000,000 in the aggregate.

    (d) Automobile Liability Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $2,000,000 for each accident, and with property damage limits of not less than $1,000,000 for each accident.

    (e) Contractor shall furnish insurance certificates or insurance policies at the City's request to evidence such coverages. Except for workers compensation, the insurance policies shall name the City as an additional insured. All insurance policies shall contain a provision that such insurance shall not be canceled or reduced with respect to by coverages or endorsements without 30 days' prior written notice to the City and Contractor. In such event, Contractor shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.

    (f) Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City by any insurance maintained by Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City under this Agreement or otherwise.

(g) Neither approval nor failure to disapprove insurance furnished by Contractor shall relieve Contractor from responsibility to provide insurance as required by this Agreement.

(h) Without limiting the number or character of acts omissions that may constitute a default under this Agreement, Contractor's failure to obtain, pay for, or maintain all of the required insurance shall constitute a default.

(i) Contractor shall furnish to the City Certificates of Insurance requiring thirty (30) days' notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

(j) If the insurance policies expire during the term of this Agreement, a renewal certificate or binder shall be filed with the City at least 30 days prior to the renewal date.

(k) All insurance required under this Agreement must be procured from an insurer licensed to do business in the State of Texas with a Best's rating of "A+, A, or A-". The policy must insure against perils including, but not limited to, earthquake, fire, extended coverages, windstorm, lightning, flood, and physical loss or damage, including theft, vandalism and malicious mischief.

13. Independent Contractor. Contractor shall, at all times during the term of this Agreement, be solely an independent contractor and not an agent, employee or representative of the City. The Work shall be strictly supervised by Contractor and Contractor bears full responsibility for any and all acts, errors or omissions of those engaged in the Work on behalf of Contractor, including, but not limited to, all subcontractors and their employees. The City shall have no control over the Work, and Contractor shall be solely responsible for and have sole control over all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor hereby warrants that all laborers furnished under this Agreement shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all Work will strictly comply with the requirements of the Contract Documents. Any of the Work not strictly complying with the requirements of the Contract Documents shall constitute a breach of Contractor's warranty.

14. Notice.

(a) Any notice required to be given pursuant to this Agreement must be served upon the parties by certified U.S. mail, return receipt required, to:

CITY:

City of Elgin
301 N Main Street
PO Box 591
Elgin, TX 78621

with a copy to:

City Attorney:
CHARLES CROSSFIELD,
309 E Main St
Round Rock, TX 78664
Phone: (512) 255-8877

National Sign Plazas
Attn: Grant Hayzlett, President
16411 N. 90th, Suite 103
Scottsdale, AZ 85260
Telephone: 720-482-9293
Fax: 480-968-2988

with a copy to:

Attn: Patrick Fuller
715 Discovery Blvd, Suite# 309
Cedar Park, TX 78613
Telephone: (512) 670-3717

(b) Either party may change its addresses for notice by providing written notice of same to the other party via the manner set forth in subsection (a), above.

(c) Notice shall be deemed to be received three days after the deposit of same—properly packaged and addressed with fully prepaid postage—in a United States post office or official depository to be sent via certified U.S. mail, return receipt requested.

15. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the Work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which Contractor reasonably may not be expected to possess, without the City's prior written consent.

16. Miscellaneous. The Contract Documents represent the entire and integrated understanding and agreement between the City and Contractor and supersede~~s~~ all prior negotiations, representations or Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the City of Elgin's city council at a public meeting. This Agreement shall be governed under Texas State law, and any action relating to the Agreement shall be brought only in Bastrop County, Texas. This Agreement is exclusively between and the City and Contractor and shall in no way be interpreted as conferring any rights or benefits to any other parties.

17. Mutual Drafting. The City and Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.

18. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have ten (10) business

days after the receipt of such notice in which to cure the default ("Cure Period"). Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law. Notwithstanding the above, insolvency or any filing by Contractor in any bankruptcy proceedings shall be deemed an automatic breach under this Agreement that is not subject to being cured.

19. Approvals. Whenever it is required under this Agreement for Contractor to obtain the City's approval or authorization with respect to the Contract Documents or any aspect of the work, such approval or authorization is only effective if it is in writing, describes the extent of the approval or authorization in reasonable detail and is signed by the City Manager or another person that the City Manager has designated in writing.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

City of Elgin
301 N Main Street
PO Box 591
Elgin, TX 78621

By: _____
Chris Cannon, Mayor

Date _____

ATTEST:

_____
Amelia Sanchez,
City Secretary

National Sign Plazas, Inc.
2422 S Trenton Way, Unit H
Denver, CO 80231

By: _____
Grant Hayzlett, President

Date _____

EXHIBIT "A-1"

PRIMARY

Sign Plaza

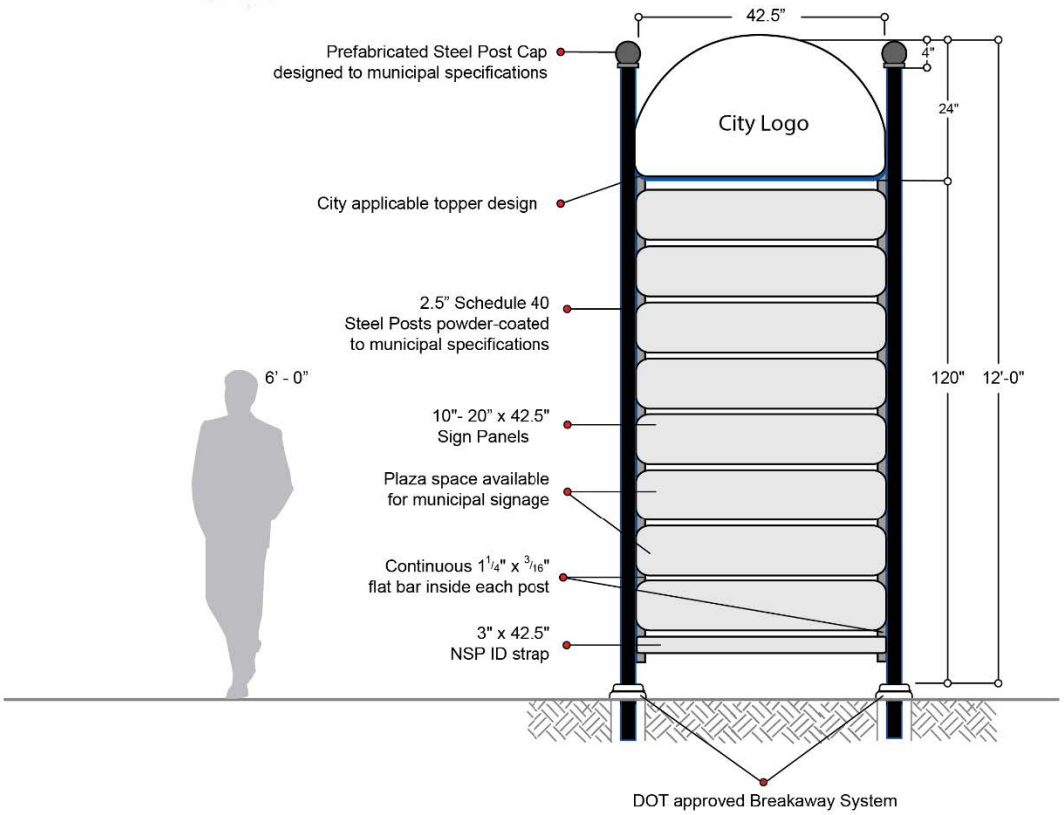


EXHIBIT "A-2"

COMMUNITY

Sign Plaza -

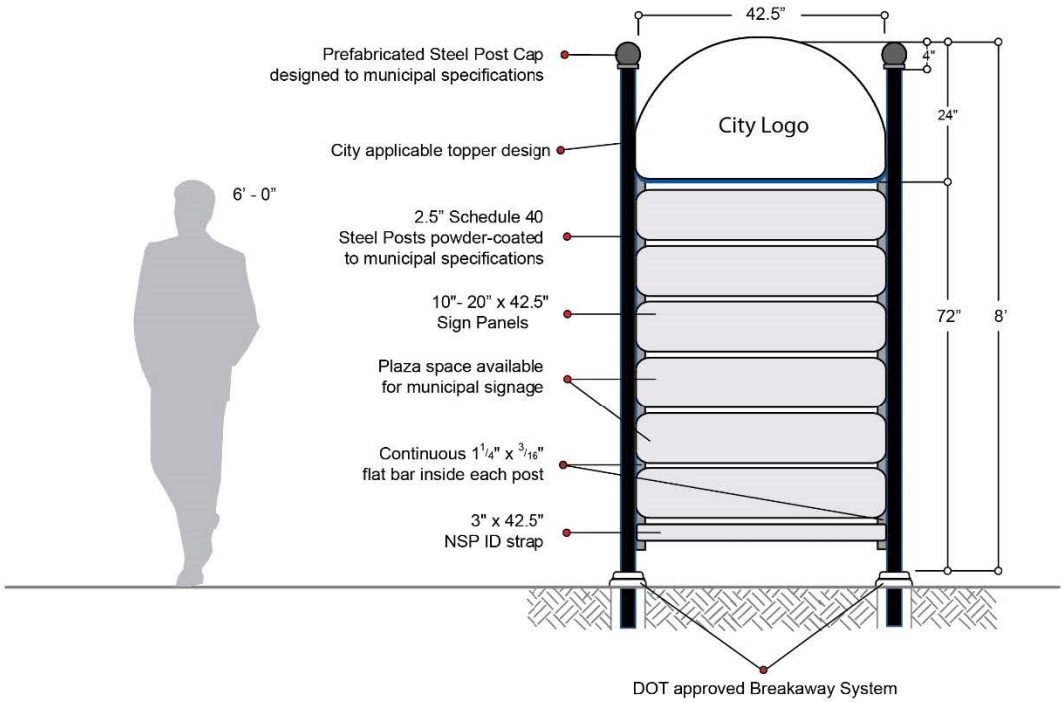
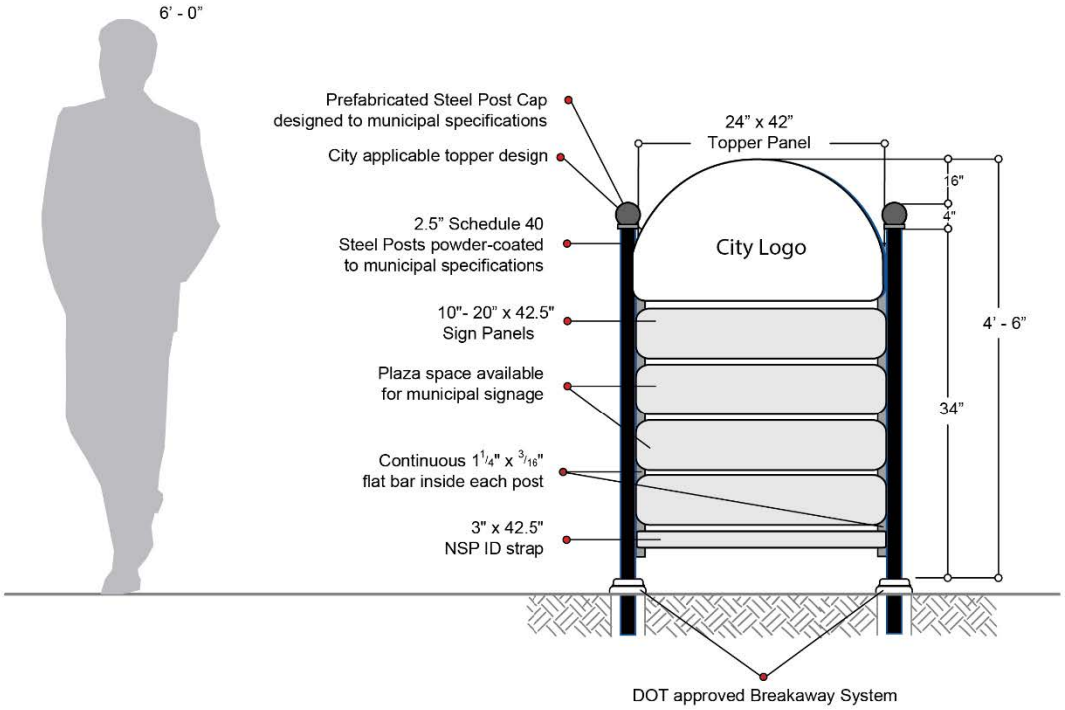


EXHIBIT "A-3"

NEIGHBORHOOD

Sign Plaza



RESOLUTION NO. 2020-01-07-??

AN RESOLUTON ENTERING INTO AN AGREEMENT OF SERVICES BETWEEN THE CITY AND NATIONAL SIGN PLAZAS INC. FOR PLACEMENT OF SIGNAGE IN THE RIGHT-OF-WAY WITHIN THE CITY AND ITS EXTRATERRITORAL JURISDICTION FOR PROVIDING DIRECTION TO SUBDIVISIONS, DEVELOPERS, HOMEBUILDERS, AND PUBLIC FACILITIES.

WHEREAS, the City of Elgin desires to initiate an exclusively City-controlled program ("Sign Plaza Program") to locate certain types of signs ("Plaza Signs") within public right of way or on public property for the purpose of providing direction to subdivisions, developers, homebuilders, and public facilities within the City's corporate limits or its extraterritorial jurisdiction ("ETJ"), and to contract for the installation and maintenance of the Sign Plazas and sign panels; and

WHEREAS, Contractor represents that it is a California corporation authorized to do business in the State of Texas with experience and expertise in assisting municipalities to establish efficient, effective and high-quality municipally controlled directional sign program and that the goods, services and workmanship; and

WHEREAS, Contractor desires to install Sign Plazas as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas after their installation and to act as the City's leasing agent and lease space on the Sign Plazas to developers and homebuilders and to bill and collect fees from the developers and homebuilders to be divided between Contractor and the City in accordance with this Agreement; and

WHEREAS, Contractor submitted a proposal that meets the City's needs;

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

PASSED, and **APPROVED** on this 7th day of January, 2020.

_____

CHRIS CANNON, MAYOR

ATTEST:

_____

Amelia Sanchez, City Secretary

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.**

As discussed at the last Regular Meeting, a Council Committee has now reviewed and scored said applications; and has made a recommendation as to the distribution of said funds.

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 and Council Committee recommendations regarding the distribution of said funds.

{ } 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 Funding Support
2016-2019

	Actual FY2015/2016	Actual FY2016/2017	Actual FY2017/2018	Actual 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**

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

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 othe1wise, 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: Appointment/re-appointment of members to various City commissions, boards, and/or committees including the Board of Adjustments, Building Standards Commission, Economic Development Corporation, Historic Review Board, Library Advisory Board, Main Street Board, Planning & Zoning Commission, Public Safety Commission and the Parks and Recreation Advisory Board.

DEPARTMENT: Administration

PROPOSED ACTION: Appointment/re-appointment of members to the Board of Adjustments, Building Standards Commission, Economic Development Corporation, Historic Review Board, Library Advisory Board, Main Street Board, Planning & Zoning Commission, Public Safety Commission and the Parks and Recreation Advisory Board as applicable.

BACKGROUND:

Ordinance 2017-10-10-19 provides for policies and procedures regarding annual appointments to various City commissions, boards, and committees. The City Secretary has previously provided a report to Council with a list of all vacancies and/or expiring terms to various City commissions, boards and committees; and now such appointments and/or re-appointments are ready for Council's consideration.

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: Appointment/re-appointment of members 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 as determined by the Mayor and City Council; 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.

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.

November 20, 2019

MEMORANDUM

TO: Tom Mattis, City Manager
Amelia Sanchez, City Secretary
FROM: Amy Miller, Director Community Services

RE: Main Street Advisory Board
Historic Review Board

Historic Review Board
The Historic Review Board has two vacancies to be filled. Those terms expire in 2020 and 2021 respectively. Skie O'Mahoney is willing and available to serve another term. His term expires December 31, 2019. He does not live in the Elgin City limits; he owns Farmers Insurance at 13 North Main Street. Two Applications were received for Historic Review Board. The city ordinance requires that at least two members of the board own property in the district, at least two be members of the Main Street Advisory board, and at least two members be members of the Elgin Historical Association. Allan Tolbert is not available to continue serving on the Historic Review Board his term expires December 31, 2021. Emily Koller resigned from the board when she moved to Amarillo.

Molly	Alexander	Property owner	12/31/2021
Ed	Rivers	Serves on Main Street board, Property owner	12/31/2021
Melissa	Cole	Property owner Member Elgin Historical Association	12/31/2020
Micah	Erwin	414 East 8th Street	12/31/2021
Robert	Ryland	810 N Avenue H	12/31/2020
Phillip	Garwood	Property Owner	12/31/2020
Skie	O'Mahoney	Business owner and member of Elgin Historical Association	12/31/2019
			12/31/2020
			12/31/2021

Main Street Board

There are two vacancies to be filled on Main Street board. There are three positions expiring with members willing to serve another term – Ed Rivers, Katy Gassaway and Joe Mallon. Four applications were received for Main Street Advisory Board. These are three-year terms. The City ordinance requires that at least two positions be filled by business owners, property owners, or employees of downtown businesses. Joe Mallon does not live within the Elgin city limits or own a business within the Elgin City limits. He has been an active volunteer with Main Street programs and the Hogeye Festival. Charles McInnis is not available to continue serving on the Main Street Board. He intends to volunteer through the Hogeye Festival in the future. Allan Tolbert is not available to continue serving on Main Street Board. He plans to continue working with the downtown revitalization program in other ways.

First	Last	Address	City	Term for 2 years	Appointment
Ed	Rivers	P O Box 1124	Elgin	Expire 12/31/2019	Property & business owner, Serves on Historic Review Board
Theresa	McShan	501 S. Main St.	Elgin	Expire 12/31/2020	property owner
Stacey	Wilhite	5738 W. FM 696	McDade	Expire 12/31/2020	
Katy	Gassaway	209 Harris Street	Elgin	Expire 12/31/2019	business owner
Joe	Mallon	2949 FM1704	Elgin	Expire 12/31/2019	
Sherri	Rivers	800 N. Main Street	Elgin	Expire 12/31/2020	
Krista	Marx	8th Street	Elgin	Expire 12/31/2020	
				Expires 12/31/2019	
				Expires 12/31/2019	

As of November 21, 2019, The Following applications were received for these boards

Name	Phone	Email	Board
Marla Jensen	512-743-2342	marlakayjensen1@gmail.com	MSB, HRB Owns a business in downtown Elgin
Cynthia Burchfield	512-804-9419	cynthiaburchfield@gmail.com	Public Safety, HRB
Jake Carter	512-785-1872	jake@jakejive.com	BOA, EE, MSB, PARD
Lauren Buescher	512-585-5930	lauren.buescher@gmail.com	EE, P&Z, Library, MSB
Nicholas Lealos	512-492-2424	nrlealoswork@gmail.com	P&Z, Public Safety, EDC, EE, MSB, Adj. PARD, Library

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

Elgin TEXAS
perfectly situated...

CITY OF ELGIN
APPLICATION FOR COMMUNITY BOARDS

APPLICANT INFORMATION

First Name: Vicki Last Name: Dumbeck

Home Phone: 5122810350 Work Phone: 5122811504 Cell Phone: 5125176061

Address: Mailing Address: P O Box 756 Elgin TX 78621 (Physical Address: 364 Pleasant Grove Loop, Elgin)

E-Mail Address: vdumbeck@frontierbankoftexas.com

Is e-mail a way of contacting you promptly? (•) Yes ( ) No If not, how? _____

BOARD/COMMISSION/COMMITTEE YOU ARE INTERESTED IN SERVING

Check all that Apply. If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.

_____ Board of Adjustment
_____ Building Standards Commission
X Economic Development Corporation
_____ Envision Elgin
_____ Historic Review Board
_____ Library Advisory Board
_____ Main Street Board
_____ Parks & Recreation Board
_____ Planning & Zoning Commission
_____ Public Safety Advisory Committee

REFERENCES

Name	Address	Contact Information
Elaine Martin	P O Box 551, Elgin	512-281-1590
Mike Davis	383 Paint Creek Rd, McDade	512-581-1748
Molly Alexander	18 N. Main, Elgin	512-736-5865

ACADEMIC/WORK EXPERIENCE

Occupation and/or Area(S) of Expertise (If retired please indicate former occupation or profession):

~~Loan Officer - Frontier Bank of Texas 2007 - present~~
~~Elgin Bank of Texas 1982 - 2006~~

Education (High School, College, etc.):

~~Elgin High School - Class of 1981~~
~~Concordia Lutheran College - 1981 - 1983~~

Elgin TEXAS
perfectly situated...

ADDITIONAL INFORMATION

1. **Do you reside within the City Limits of Elgin?** ○ Yes ◉ No
   If yes, how long? _____
   What Ward? _____

2. **Do you reside within the Elgin Independent School District?** ◉ Yes ○ No

3. **Do you own property or a business in the Elgin Area?** ◉ Yes ○ No
   If yes, please specify business name and/or property location:
   364 Pleasant Grove Loop, Elgin TX

4. **Are you a registered Voter?** ◉ Yes ○ No

5. **Are you currently serving on any other City of Elgin** Board/Commission/Committee? ○ Yes ◉ No
   If yes, please indicate name:

6. **Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?** ◉ Yes ○ No
   If no, why?

7. **Why would you like to serve on the selected Board or Commission?**
   ~~I have much training and experience in the area of financial analysis and believe I could assist the City of Elgin with decisions regarding economic development.~~

8. **Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?** ○ Yes ◉ No

9. **Do you have your employer's support to serve on a Board or Commission?** ◉ Yes ○ No

BOARD MEMBERS ARE REQUIRED TO PARTICIPATE IN TRAINING AND OBTAIN A CERTIFICATE OF COMPLETION FOR THE TEXAS OPEN MEETINGS ACT AND PUBLIC INFORMATION ACT WITHIN 90 DAYS AFTER DATE OF APPOINTMENT.

Do you agree to complete any training necessary for the Board or Commission? ◉ Yes ○ No

How did you hear of the available position(s)?

Molly Alexander informed me of the upcoming vacancy on the EDC board and recommended I think about volunteering for the position.

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for two (2) years for possible placement of an opening on a Board or Commission.

_____ 11-18-19
Signature of Applicant **Date**

THANKS FOR YOUR INTEREST!

If you have any questions, please contact City Secretary (512) 281-5724. Submit original application to City Secretary/City of Elgin, P.O. Box 591, Elgin, Texas 78621 or deliver to 310 North Main Street.

Amelia Sanchez

From: noreply@civicplus.com
Sent: Monday, September 16, 2019 4:26 PM
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards

Application for Community Boards

Step 1

First Name	Patrick
Last Name	Gadiano
Telephone	*Field not completed.*
Telephone	*Field not completed.*
Telephone	5127400767
Address	13029 Amaryllis Trail
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	13029 Amaryllis Trail
City	Elgin
State	Texas
Zip Code	78621
Email Address	patrick.gadiano@g.austincc.edu
Is email a way of contacting you promptly?	Yes
If not, how?	*Field not completed.*
Which of the Following Boards or Commissions Would You Like to Serve On	Public Safety Advisory Committee, Economic Development Corporation, Envision Elgin, Parks and Recreation Board

If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1: Parks and Recreation Board 2:Economic Development Corporation 3:Envision Elgin 4:Public Safety Advisory Committee
	(Section Break)
Reference 1	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*
Fax Number	*Field not completed.*
	(Section Break)
Reference 2	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*
Fax Number	*Field not completed.*
	(Section Break)
Reference 3	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*

Zip Code	*Field not completed.*
Phone Number	*Field not completed.*
Fax Number	*Field not completed.*
	(Section Break)
Occupation and/or Area(s) of Expertise	- Hospitality - Business type environment
Education	Austin Community College at Elgin

Additional Information

Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	5 years
What Ward?	*Field not completed.*
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	No
If yes, please specify business name and/or property location	*Field not completed.*
Are you a registered voter?	No
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	*Field not completed.*
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes, No
If not, why?	Depends on my school and work schedule
Why would you like to serve on the selected Board or Commission?	Im honestly looking for volunteer work every week or so

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's support to serve on a Board or Commission?	No

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	- Online

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Patrick Gadiano
Date	9/16/2019

Email not displaying correctly? View it in your browser.

Amelia Sanchez

From: noreply@civicplus.com
Sent: Friday, August 23, 2019 10:42 AM
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards

Application for Community Boards

Step 1

First Name	JAKE
Last Name	CARTER
Telephone	5127851872
Telephone	5127851872
Telephone	5127851872
Address	534 Old McDade Rd
City	Elgin
State	TX
Zip Code	78621
Mailing Address	534 Old McDade Rd
City	Elgin
State	TX
Zip Code	78621
Email Address	JAKE@JAKEJIVE.COM
Is email a way of contacting you promptly?	Yes
If not, how?	or text
Which of the Following Boards or Commissions Would You Like to Serve On	Board of Adjustment, Envision Elgin, Main Street Board, Parks and Recreation Board

If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	Envision Elgin, B of A, Main St, Parks and Rec, and P&Z I'm very interested in but I have yet to attend a meeting. The rest I have been to.
	(Section Break)
Reference 1	Kathy Green
Email Address	kgreen@centraltexasfoodbank.org
Address	*Field not completed.*
City	Austin
State	TX
Zip Code	*Field not completed.*
Phone Number	5126577407
Fax Number	*Field not completed.*
	(Section Break)
Reference 2	Marc Holm
Email Address	MarcKevinTX@gmx.com
Address	*Field not completed.*
City	Lockhart
State	TX
Zip Code	*Field not completed.*
Phone Number	5126805722
Fax Number	*Field not completed.*
	(Section Break)
Reference 3	Matt Macioge
Email Address	mmacioge@gmail.com
Address	*Field not completed.*
City	Austin
State	TX

Zip Code	*Field not completed.*
Phone Number	2159321172
Fax Number	*Field not completed.*

(Section Break)

Occupation and/or Area(s) of Expertise	Director of Project Management at OnePointe Solutions (an Elgin-based company), former member of Austin-Travis County Food Policy Board (appointed by TC Commissioner Brigid Shea) and former committee chair Farmland Preservation and Access Working Group, former member of City of Austin's East MLK Combined Area Contact Team, founder and former chair of Evergreen Heights Neighborhood Association, founder of Moontower Community Agricultural Co-op, former board member of Black Star Co-op Pub and Brewery, founding member of Austin Cooperative Business Alliance, committee member of NCBA CLUSA, current board member of Mary Christian Burleson Preservation and Development Foundation, member of/director at many non-profits and co-ops including Dare to Dream charter school
Education	PMP, LSSBB, Agile Scrum Master, LEED Green Associate

Additional Information

Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	1 year
What Ward?	1
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	528 and 534 Old McDade Rd
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No

If yes, please indicate name	*Field not completed.*
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	*Field not completed.*
Why would you like to serve on the selected Board or Commission?	To get involved in our new community. We were very involved in Austin (it's how I met my wife!) and I would like to use my experience in Elgin.
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's support to serve on a Board or Commission?	Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	Not sure what positions are available. Are they posted somewhere?

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Jacob M Carter
Date	2/2/1979

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards
Date: Monday, August 12, 2019 11:42:16 AM

Application for Community Boards

Step 1

First Name	Cynthia
Last Name	Burchfield
Telephone	5128049419
Telephone	*Field not completed.*
Telephone	*Field not completed.*
Address	319 Gettysburg Loop
City	Elgin
State	TX
Zip Code	78621
Mailing Address	319 Gettysburg Loop
City	Elgin
State	TX
Zip Code	78621
Email Address	cynthiaburchfield@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	*Field not completed.*
Which of the Following Boards or Commissions Would You Like to Serve On	Public Safety Advisory Committee, Historic Review Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1. Public Safety Advisory Committee 2. Historic Review Board

	(Section Break)
Reference 1	Cathy Eckhoff
Email Address	cleckhoff@sbcglobal.net
Address	3318 Big Bend Drive
City	Austin
State	Texas
Zip Code	78731
Phone Number	512-633-8486
Fax Number	*Field not completed.*
	(Section Break)
Reference 2	Susan Marshall-Winslow
Email Address	swinslow@austin.rr.com
Address	411 W. Saint Elmo Rd., #3
City	Austin
State	Texas
Zip Code	78745
Phone Number	512-940-0380
Fax Number	*Field not completed.*
	(Section Break)
Reference 3	Naomi Mikus
Email Address	mikusnaomi76@gmail.com
Address	*Field not completed.*
City	Georgetown
State	Texas
Zip Code	*Field not completed.*
Phone Number	512-689-9343

Fax Number	*Field not completed.*
	(Section Break)
Occupation and/or Area(s) of Expertise	Team Building Management Accounting HR Marketing Director Certified - Child Care Licensing Employee Conflict Resolution
Education	Some College
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	7 years
What Ward?	Cynthia Burchfield
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	1969
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	Yes
If yes, please indicate name	ECPAAA
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	*Field not completed.*
Why would you like to serve on the selected Board or	My mother was on of the first women on patrol in Travis County and lost a battle of brain cancer at 36

Commission?	years of age back in 1977. Her career was just beginning and giving back in the capacity is my way of honoring her. I want to serve in honor of my parents, grandfather and all the family members who have proudly served their community.
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's support to serve on a Board or Commission?	Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	Website

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Cynthia A. Burchfield
Date	8/12/2019

Email not displaying correctly? View it in your browser.

Amelia Sanchez

From: noreply@civicplus.com
Sent: Tuesday, March 5, 2019 8:35 AM
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards

Application for Community Boards

Step 1

First Name	Denise
Last Name	Halter
Telephone	512
Telephone	281
Telephone	2897
Address	1125 ROBIN RD
City	Elgin
State	TX
Zip Code	78621
Mailing Address	1125 Robin Road
City	Elgin
State	TX
Zip Code	78621
Email Address	dahalter@hotmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	*Field not completed.*
Which of the Following Boards or Commissions Would You Like to Serve On	Library Advisory Board

If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	*Field not completed.*
Reference 1	Ashley Rawson
Email Address	ashley.rawson@elginisd.net
Address	1002 West 2nd Street
City	Elgin
State	Texas
Zip Code	78621
Phone Number	512/281-3457
Fax Number	*Field not completed.*
Reference 2	Sandy Ott
Email Address	*Field not completed.*
Address	404 North Main Street
City	Elgin
State	Texas
Zip Code	78621
Phone Number	512/281-5678
Fax Number	*Field not completed.*
Reference 3	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	Elgin
State	TX
Zip Code	78621
Phone Number	5122812897
Fax Number	*Field not completed.*

Occupation and/or Area(s) of Expertise	EISD Substitute Teacher with library experience
Education	College level

Additional Pertinent Information

Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	25 Years
What Ward?	4
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	*Field not completed.*
If yes, please specify business name and/or property location	*Field not completed.*
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	*Field not completed.*
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	*Field not completed.*
Why would you like to serve on the selected Board or Commission?	To emphasize the impact a Public Library can make to all who reside in our community.
Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	*Field not completed.*
Do you have your employer's support to serve on a Board or Commission?	Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	*Field not completed.*

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Denise Halter
Date	3/5/2019

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards
Date: Wednesday, November 20, 2019 10:15:54 AM

Application for Community Boards

Step 1

First Name	Marla
Last Name	Jensen
Telephone	512-743-2342
Telephone	*Field not completed.*
Telephone	*Field not completed.*
Address	17817 Floribundas
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	17817 Floribundas
City	Elgin
State	TX
Zip Code	78621
Email Address	marlakayjensen1@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	*Field not completed.*
Which of the Following Boards or Commissions Would You Like to Serve On	Main Street Board, Historic Review Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1.Main Street Board 2. Historical Review Board

	(Section Break)
Reference 1	Joanna Jennings
Email Address	jjennings@cityscapepg.com
Address	5900 Shoal Creek
City	Austin
State	Texas
Zip Code	78757
Phone Number	512-773-0209
Fax Number	*Field not completed.*
	(Section Break)
Reference 2	Christi Cunningham
Email Address	tac67tac@yahoo.com@ymail.com
Address	523 Upper Elgin River Rd.
City	Elgin
State	Texas
Zip Code	78621
Phone Number	512-567-3331
Fax Number	*Field not completed.*
	(Section Break)
Reference 3	Patsy Graham
Email Address	patsy@paloent.com
Address	5804 Shoal Creek
City	Austin
State	Texas
Zip Code	78757
Phone Number	512-777-8762

Fax Number	*Field not completed.*
	(Section Break)
Occupation and/or Area(s) of Expertise	Hairstylist and Business Owner of RED Boutique Salon & Spa (Historic District)
Education	Dripping Springs HS, Univ. Mary Hardin Baylor, Academy of Hair Design
Additional Information	
Do you reside within the City Limits of Elgin?	No
If yes, how long?	*Field not completed.*
What Ward?	Marla Kay Jensen
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	Red Boutique LLC
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	*Field not completed.*
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	*Field not completed.*
Why would you like to serve on the selected Board or Commission?	I love downtown Elgin and would appreciate the opportunity to contribute to its improvement and beautification!
Do you or your employer have any business dealings with the	No

City of Elgin that might present a conflict of interest?	
Do you have your employer's support to serve on a Board or Commission?	Yes
Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.	
Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	I attended the last meeting of the Historic Review Board.
Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.	
Signature of Applicant	Marla Kay Jensen
Date	11/20/2019

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards
Date: Friday, October 25, 2019 3:14:52 PM

Application for Community Boards

Step 1

First Name	Jack
Last Name	Reid
Telephone	5125653741
Telephone	*Field not completed.*
Telephone	*Field not completed.*
Address	820 Old McDade Road
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	820 Old McDade Road
City	Elgin
State	Texas
Zip Code	78621
Email Address	jack.reid.law@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	*Field not completed.*
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	*Field not completed.*

	(Section Break)
Reference 1	Michael Gonzales
Email Address	mgonzales@ci.elgin.tx.us
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	(512) 285-6434
Fax Number	*Field not completed.*
	(Section Break)
Reference 2	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*
Fax Number	*Field not completed.*
	(Section Break)
Reference 3	*Field not completed.*
Email Address	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Phone Number	*Field not completed.*

Fax Number	*Field not completed.*
	(Section Break)
Occupation and/or Area(s) of Expertise	Attorney
Education	BA, JD
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	10 Months
What Ward?	1
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	820 Old McDade Road
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	*Field not completed.*
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	*Field not completed.*
Why would you like to serve on the selected Board or Commission?	I was asked to serve, and I enjoy helping to improve Elgin parks,
Do you or your employer have any business dealings with the	No

City of Elgin that might present a conflict of interest?	
Do you have your employer's support to serve on a Board or Commission?	Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	It was mentioned in the course of my volunteer work with the parks department consulting on the disc golf course at Thomas Memorial Park.

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Jack K. Reid
Date	10/25/2019

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards
Date: Monday, September 2, 2019 11:12:15 AM

Application for Community Boards

Step 1

First Name	Tiffany
Last Name	Finley
Telephone	5122974199
Telephone	*Field not completed.*
Telephone	*Field not completed.*
Address	136 spence lane
City	elgin
State	TX
Zip Code	78621
Mailing Address	136 spence lane
City	Elgin
State	Texas
Zip Code	78621
Email Address	finfam4@att.net
Is email a way of contacting you promptly?	Yes
If not, how?	*Field not completed.*
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	*Field not completed.*

	(Section Break)
Reference 1	Morgan Louvier
Email Address	kaffifilu@gmail.com
Address	300 Youngs Prairie Road
City	Elgin
State	texas
Zip Code	78621
Phone Number	512-961-2699
Fax Number	*Field not completed.*
	(Section Break)
Reference 2	Simi Denson
Email Address	simi@simidenson.com
Address	3211 Breeze Terrace
City	Austin
State	Texas
Zip Code	78722
Phone Number	512-923-6756
Fax Number	*Field not completed.*
	(Section Break)
Reference 3	Eileen Niswander
Email Address	niswander.eileen@yahoo.com
Address	4600 CR 467
City	Elgin
State	Texas
Zip Code	78621
Phone Number	817-929-2789

Fax Number	*Field not completed.*
	(Section Break)
Occupation and/or Area(s) of Expertise	I own and run two businesses. The first is a local soap making business and the second is a surrogacy agency in Austin. I have lived in Elgin for 20 years.
Education	High school, some college
Additional Information	
Do you reside within the City Limits of Elgin?	No
If yes, how long?	*Field not completed.*
What Ward?	*Field not completed.*
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	136 Spence Lane and Sweet Life Soap Company
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	*Field not completed.*
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	*Field not completed.*
Why would you like to serve on the selected Board or Commission?	I love attending the city's park events. I would like to be of service to my community and be a member of one of its working parts.
Do you or your employer have any business dealings with the	No

City of Elgin that might present a conflict of interest?	
Do you have your employer’s support to serve on a Board or Commission?	Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	I haven't heard anything. I was curious what might be available and looked at the city's website.

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Tiffany Finley
Date	9/2/2019

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards
Date: Monday, November 11, 2019 6:19:19 PM

Application for Community Boards

Step 1

First Name	Joy
Last Name	Casnovsky
Telephone	*Field not completed.*
Telephone	*Field not completed.*
Telephone	5125891090
Address	534 Old McDade Road
City	Elgin
State	TX
Zip Code	78621
Mailing Address	534 Old McDade Road
City	Elgin
State	TX
Zip Code	78621
Email Address	soyjoyc@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	*Field not completed.*
Which of the Following Boards or Commissions Would You Like to Serve On	Board of Adjustment, Planning and Zoning Commission, Envision Elgin, Main Street Board, Parks and Recreation Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1st-Parks and Rec; 2nd-Envision Elgin; 3rd Planning and Zoning; 4th Board of Adjustment; 5th Main Street Board

	(Section Break)
Reference 1	Ronda Rutledge
Email Address	ronda@sustainablefoodcenter.org
Address	*Field not completed.*
City	Austin
State	TX
Zip Code	78702
Phone Number	512.484.5853
Fax Number	*Field not completed.*
	(Section Break)
Reference 2	Patience Blythe
Email Address	patience.meliora@gmail.com
Address	901 OLD MCDADE RD
City	Elgin
State	TX
Zip Code	78621
Phone Number	512.680.9869
Fax Number	*Field not completed.*
	(Section Break)
Reference 3	Edwin Marty
Email Address	Edwin.Marty@austintexas.gov
Address	*Field not completed.*
City	Austin
State	TX
Zip Code	*Field not completed.*
Phone Number	205.914.8742

Fax Number	*Field not completed.*
	(Section Break)
Occupation and/or Area(s) of Expertise	Deputy Director of Sustainable Food Center. Expertise: Program management, grant applications and management, community engagement, food systems, city planning and zoning; former National Park Service Park Ranger; bilingual Spanish/English speaker.
Education	BA-UT Austin; MPaff-UT Austin.
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	1.25 years
What Ward?	1
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	*Field not completed.*
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	*Field not completed.*
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	*Field not completed.*
Why would you like to serve on the selected Board or Commission?	Civic engagement is a strong value of mine. I enjoy meeting fellow community members and working together to steward a great place to live.

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's support to serve on a Board or Commission?	Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	I attended a city council meeting and learned of open positions.

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Joy Casnovsky
Date	11/11/2019

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From: noreply@civicplus.com
To: Amelia Sanchez
Subject: Online Form Submittal: Application for Community Boards
Date: Wednesday, November 20, 2019 11:17:20 AM

Application for Community Boards

Step 1

First Name	Charles
Last Name	McInnis
Telephone	5126633305
Telephone	5126633305
Telephone	5126633305
Address	804 Savannah Cv
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	804 Savannah Cv
City	Elgin
State	Texas
Zip Code	78621
Email Address	charliemcinnis@gmail.com
Is email a way of contacting you promptly?	No
If not, how?	text or phone call
Which of the Following Boards or Commissions Would You Like to Serve On	Public Safety Advisory Committee
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	*Field not completed.*

	(Section Break)
Reference 1	Neil Beyer
Email Address	*Field not completed.*
Address	100 E 11th St
City	Elgin
State	TX
Zip Code	78621
Phone Number	5127846362
Fax Number	*Field not completed.*
	(Section Break)
Reference 2	Elizabeth Beyer
Email Address	*Field not completed.*
Address	*Field not completed.*
City	Elgin
State	Texas
Zip Code	78621
Phone Number	5122840074
Fax Number	*Field not completed.*
	(Section Break)
Reference 3	Pastor Jerry Edmon
Email Address	jerryedmon@gmail.com
Address	FM 1704
City	Elgin
State	TX
Zip Code	78621
Phone Number	5127973292

Fax Number	*Field not completed.*
	(Section Break)
Occupation and/or Area(s) of Expertise	19 yrs experience with Texas Department of Public Safety, 13 of those as a crime analyst in the Intelligence and Counter-terrorism Division.
Education	19 yrs law enforcement training in facial recognition, Fraud, Identity Theft, Fraudulent Documents, Organized Criminal Enterprises, Cell Phone Exploitation and Analysis
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	14
What Ward?	4
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	Home - 804 Savannah Cv
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	Yes
If yes, please indicate name	Main Street Board - Exp 12/31/2019
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	*Field not completed.*
Why would you like to serve on the selected Board or Commission?	I would like to serve my community by offer perspective based on my background and training in Law Enforcement.

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
Do you have your employer's support to serve on a Board or Commission?	Yes

Board members are required to participate in training and obtain a certificate of completion for the Texas Open Meetings Act and Public Information Act within 90 days after date of appointment.

Do you agree to complete any training necessary for the Board or Commission?	Yes
How did you hear of the available position(s)?	Served on Main Street Board for 2 years

Completing and submitting this application does not guarantee your placement on a city board. Your application will be reviewed and kept on file for 2 years for possible placement of an opening on a Board or Commission.

Signature of Applicant	Charles Stanley McInnis II
Date	11/20/2019

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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