



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 3, 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 R-2 Single Family And Garage Apartment District On Property Being Approximately 0.34 Acres Of Land And Located In Martinson, Block 2, Lot 30 (FR) & Lot 31 And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

Documents:

[PUBLIC HEARING COUNCIL COVERSHEET.PDF](#)

2. **Public Hearing On An Ordinance Of The City Council Of The City Of Elgin, Texas, Providing For The Disannexation Of Certain Territory Consisting Of 131.19 Acres In The Garretson Thomas Survey A178 And The Richard Young Survey A373 And Adjacent Roadways As Described In Exhibits "A" Thru "J" Herein; Repealing Conflicting Ordinances And Resolutions; Including A Severability Clause; And Establishing An Effective Date.**

Documents:

[PUBLIC HEARING COUNCIL COVERSHEET.PDF](#)

[AREA 3 MAP.PDF](#)

[DISANNEXED AREA320.PDF](#)

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

Documents:

[EXSUMMARY - PUBLIC HEARING BRICKSTON SPA320.PDF](#)

[RESOBRICKSTONSPA320.PDF](#)

[BRICKSTON MUD - STRATEGIC PARTNERSHIP AGREEMENT320.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. **2020 CENSUS AND THE COMPLETE COUNT INITIATIVE FOR BASTROP COUNTY.**

Documents:

[EXECUTIVE SUMMARY 2020 CENSUS .PDF](#)

[BASIC CENSUS FACTS .PDF](#)

VIII. CITY MANAGERS REPORT

1. **ELGIN'S 2019 TRANSPORTATION ALTERNATIVE SET ASIDE (TA)/SAFE ROUTES TO SCHOOLS (SRTS) PROJECT**

Documents:

[EXECUTIVE SUMMARY SRTS PROJECT.PDF](#)

[20190814 OVERALL EXISTING AND PROPOSED - 8.5X11.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 these items unless a council member removes an item from the Consent Agenda and places it on the New Business section for Discussion and action.

1. City Council Meeting Minutes - February 18, 2020.

Documents:

[EXSUMMARY SHEET MINUTES.PDF](#)
[CITY COUNCIL MINUTES 02-18-20.PDF](#)

2. OPEN CONTAINER WAIVER FOR THE MUSIC IN THE PARK SERIES FRIDAY, APRIL 3, 10, 17, AND 24 FROM 6PM To 10PM In VETERANS MEMORIAL PARK.

Documents:

[EXECUTIVE SUMMARY OPEN CONTAINER WAIVER MUSIC IN THE PARK.PDF](#)
[FRIENDS OF ELGIN PARKS - MUSIC IN PARK. 2020.PDF](#)

X. NEW BUSINESS

1. An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone As R-2 Single Family And Garage Apartment District On Property Being Approximately 0.34 Acres Of Land And Located In Martinson, Block 2, Lot 30 (FR) & Lot 31 And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

Documents:

[COUNCIL COVERSHEET.PDF](#)
[PACKET \(REZONING\).PDF](#)

2. An Ordinance Of The City Council Of The City Of Elgin, Texas, Providing For The Disannexation Of Certain Territory Consisting Of 131.19 Acres In The Garretson Thomas Survey A178 And The Richard Young Survey A373 And Adjacent Roadways As Described In Exhibits "A" Thru "J" Herein; Repealing Conflicting Ordinances And Resolutions; Including A Severability Clause; And Establishing An Effective Date.

Documents:

[COUNCIL COVERSHEET.PDF](#)
[ELGIN_DISANNEX_COMPARE.PDF](#)
[ORDINANCE - DISANNEXATION OF CERTAIN TERRITORY \(00439248XA08F8\).PDF](#)
[EXHIBITS A-K OF DISANNEXATION ORD..PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FM1704 WASTEWATER EXTENSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - TRC FM1704 WWATER.PDF](#)
[RESOTRCFM1704WWATER320.PDF](#)
[TRC PROPOSAL - FM 1704 WW EXTENSION320.PDF](#)
[AREA 2 MAP.PDF](#)

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE ANNEXATION OF CERTAIN PROPERTY INTO BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - BRICKSTON MUD CONSENT ANX.PDF](#)
[RESOBRICKSTONCONSAX320.PDF](#)
[BRICKSTON CONSENTANX320 EXHIBIT A.PDF](#)
[BRICKSTON CONSENTANX320 EXHIBIT B.PDF](#)

5. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CREATING A YOUTH ADVISORY COUNCIL AND PROVIDING FOR THE COUNCIL'S ORGANIZATION, MEMBERSHIP, RESPONSIBILITIES, AND RESOURCES; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, CODIFICATION, AND PROPER NOTICE AND MEETING

Documents:

[EX SUMMARY - YOUTH ADVISORY COUNCIL.PDF](#)
[ORDYOUTHADVCOUNCIL320.PDF](#)

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

Documents:

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. 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, February 28, 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 R-2 Single Family and Garage Apartment District on property being approximately 0.34 acres of land and located in Martinson, Block 2, Lot 30 (FR) & Lot 31 and providing for a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services.

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 R-2 Single Family and Garage Apartment District on property being approximately 0.34 acres of land and located in Martinson, Block 2, Lot 30 (FR) & Lot 31 and providing for a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND:

The Planning & Zoning Commission held a public hearing on the requested rezoning on February 24, 2020. 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: Public hearing on an ordinance of the City Council of the City of Elgin, Texas, providing for the disannexation of certain territory consisting of 131.19 acres in the Garretson Thomas Survey A178 and the Richard Young Survey A373 and adjacent roadways as described in Exhibits “A” thru “J” herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

DEPARTMENT: Development Services

PROPOSED ACTION:

No Council action proposed or requested at this time; this item is to allow for public comments on the requested ordinance of the City Council of the City of Elgin, Texas, providing for the disannexation of certain territory consisting of 131.19 acres in the Garretson Thomas Survey A178 and the Richard Young Survey A373 and adjacent roadways as described in Exhibits “A” thru “J” herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

BACKGROUND:

This would be the only public hearing for this item.

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.
- {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

AREA 3 OPTION

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

LEGEND:

- ANNEXATION
- DEVELOPMENT AGREEMENT



JULY 2014



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

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

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

	Property ID No.	Map No.	Initial Acreage	Current Acreage	Situs Address	First Name	Last Name	Mailing Address			
1	68959	1	3.40	3.40	132 S SH 95	Seventh Day Adventist	Church	P.O. Box 588	Elgin	Texas	78621
2	13249	4	0.50	0.50	156 S SH 95	Johnnie	Williams	156 S SH 95	Elgin	Texas	78621
3	12991	5	1.00	1.00	164 S SH 95	John	Garza c/o Billie Webster	RT 3 Box 428B1	Elgin	Texas	78621
4	14817	7	9.50	9.50	n/a	Veterans of Foreign Wars	Post # 6115	P.O. Box 188	Elgin	Texas	78621
5	45322	8	1.83	1.83	186 S SH 95 Unit A	Elgin FFA Chapter	n/a	Elgin High School	Elgin	Texas	78621
6	13227	9	6.74	6.74	118 Old Sayers Rd.	Veterans of Foreign Wars	Post # 6115	P.O. Box 188	Elgin	Texas	78621
7	45233	11	0.31	0.31	218 S SH 95	Martha & Crispin Soto	Garcia	561 Old Sayers Unit B	Elgin	Texas	78621
8	13255	12	5.75	5.75	222 S SH 95	Fay Evelyn	Wilson	222 Hwy 95 S	Elgin	Texas	78621
9	13199	14	4.19	4.19	274 S SH 95	Bombshell Speed & Custom LLC	n/a	274 Hwy 95 S	Elgin	Texas	78621
10	13025	17	1.00	0.54	330 S SH 95	Mattie Lee	Hawkins c/o Billie Ray Hawkins	10811 Faircroft	Houston	Texas	77048
11	57301	18	1.38	1.38	Hwy 95 Frontage West	Kenneth W.	Davis	5658 Belmark	Houston	Texas	77033
12	14554	22	10.11	10.11	273 Old Sayers Rd.	Nectali G. & Anabel Perez Mendoza	Villa	273 Old Sayers Rd.	Elgin	Texas	78621
13	14644	25	7.01	7.01	231 Old Sayers Rd.	Elicia	Saucedo	P.O. Box 128	Elgin	Texas	78621
14	13253	26	1.07	1.07	183 Old Sayers Rd.	Sam & Ericka A.	Greenfield	183 Old Sayers Rd.	Elgin	Texas	78621
15	93237	27	1.07	1.07	183 Old Sayers Rd.	Sam & Ericka A.	Greenfield	183 Old Sayers Rd.	Elgin	Texas	78621
16	61502	28	1.00	1.00	175 Old Sayers Rd.	Maria Del Rosario	Gallegos	175 Old Sayers Rd.	Elgin	Texas	78621
17	70375	29	1.00	1.00	171 Old Sayers Rd.	Maximo & Maria E, Sr	Campuzano	171 Old Sayers Rd.	Elgin	Texas	78621
18	13251	30	2.00	2.00	167 Old Sayers Rd.	Ernestino & Paula	Pruneda	167 Old Sayers Rd.	Elgin	Texas	78621
19	66605	31	1.71	1.71	156 Old Sayers Rd.	Sandra S	Freitag	156 Old Sayers Rd.	Elgin	Texas	78621
20	13097	32	1.00	1.00	201 VFW Rd.	Michael E & Jo Ann	Clements	201 VFW Rd.	Elgin	Texas	78621
21	13241	37	10.74	10.74	150 VFW Rd.	Chandra	Volkmar	150 VFW Rd.	Elgin	Texas	78621
22	12943	38	3.82	3.84	133 Ella Lane	Gail Theresa	Ernes	133 Ella Lane	Elgin	Texas	78621
23	45352	39	2.05	2.05	128 VFW Rd.	Isreal Douglas	Resendez	P.O. Box 717	Elgin	Texas	78621
24	13123	40	2.00	2.00	126 Ella Lane	Renee Davis	Owens	126 Ella Lane	Elgin	Texas	78621
25	13211	41	6.00	6.00	126 VFW Rd.	Ruby	Cara c/o Willie Thomas	11605 Melstone Dr.	Manor	Texas	78653
26	13119	42	2.80	2.96	176 Ella Lane	Alejandro & Octavia	Suazo	176 Ella Lane	Elgin	Texas	78621
27	13195	43	1.00	1.00	140 Ella Lane	Loren	Mayfield	140 Ella Lane	Elgin	Texas	78621
28	13189	44	0.63	0.63	144 Ella Lane	Linda	Bowman	144 Ella Lane	Elgin	Texas	78621
29	12907	45	1.00	1.00	164 Ella Lane	Margaret	Alexander	164 Ella Lane	Elgin	Texas	78621
30	13191	46	1.00	1.00	158 Ella Lane	R Tilghman IV & Tonya	Nalle c/o Chester O'Neil	499 Arbors Circle	Elgin	Texas	78621
31	13193	47	1.00	1.00	164 Ella Lane	Tonya Alexander	Nalle	499 Arbors Circle	Elgin	Texas	78621
32	75629	48	0.64	0.64	n/a	Patricia E	Ramirez	507 N. Ave. H	Elgin	Texas	78621
33	75633	49	1.73	1.73	n/a	Gary W	Pena	P.O. Box 988	Elgin	Texas	78621
34	75630	50	1.11	1.11	104 Fisher St.	Carlos & Lisa	Vizcarra	104 Fisher St.	Elgin	Texas	78621
35	75632	51	1.11	1.12	n/a	Adam	Pena Jr.	108 Fisher St.	Elgin	Texas	78621
36	13169	52	2.45	1.25	112 Fisher St.	Juan & Rosa	Loredo	112 Fisher St.	Elgin	Texas	78621
37	13231	53	1.00	1.00	165 Ella Lane	Larry Koi	Vincent	P.O. Box 1023	Elgin	Texas	78621
38	13083	54	1.00	1.00	159 Ella Lane	David Wayne & Rosemary	Townsend	159 Ella Lane	Elgin	Texas	78621
39	90033	55	0.50	0.50	151 Ella Lane	Peter L	McFarlin c/o Ramona K. Hendricks	151 Ella Lane	Elgin	Texas	78621
40	13039	56	0.51	0.50	147 Ella Lane	Robbie Jo	Hendricks	147 Ella Lane	Elgin	Texas	78621
41	ROW	57	13.76	13.76							
	Subtotal		117.42	115.93							



Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: City Council

PROPOSED ACTION:

No Council action related to this specific agenda item; This item is to allow for public comments on a proposed Resolution authorizing a Strategic Partnership Agreement (SPA) with the Brickston Municipal Utility District (MUD).

BACKGROUND:

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

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

As part of said agreement, the developers also agreed to a “Limited Purpose Annexation” in conformity with state law. Through this action, the City will annex all land within the MUD for limited purposes, including (a) imposing and collecting sales tax within the MUD and (b) subjecting the MUD to the development standards of the City (or as otherwise stipulated in our Development Agreement).

Included as part of this annexation, the City will provide “limited” city services to the MUD (namely Police and Library services), for which the MUD will pay for at a rate comparable to city residents.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: N/A

ATTACHMENTS: (a) Resolution, (b) Strategic Partnership Agreement

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING
A STRATEGIC PARTNERSHIP AGREEMENT WITH THE
BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING
CERTAIN FINDINGS RELATED THERETO**

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

WHEREAS, the Texas Local Government Code, Section 43.0751 authorizes the City and certain utility districts, such as the Brickston MUD, to negotiate and enter into a strategic partnership agreement by mutual consent; and,

WHEREAS, the proposed Strategic Partnership Agreement provides for annexation of all land within the MUD for limited purposes, including, but not limited to, imposing and collecting sales and use taxes within the MUD and subjecting the MUD to the development standards of the City; and,

WHEREAS, the Mayor and City Council have found and determined that the proposed Strategic Partnership Agreement with the Brickston Municipal Utility District will further the public interest and welfare.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Strategic Partnership Agreement between the City of Elgin, Texas and Brickston Municipal Utility District*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this ____ day of _____, 2020.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE CITY OF ELGIN, TEXAS AND
BRICKSTON MUNICIPAL UTILITY DISTRICT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Strategic Partnership Agreement (this “Agreement”) is entered into by and between the City of Elgin, Texas (the “City”) and Brickston Municipal Utility District (the “District”).

RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Travis and Bastrop Counties, Texas; and

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59 of the Texas Constitution; Chapter 8038 of the Texas Special District Local Laws Code (the “Enabling Legislation”); and Chapters 49 and 54 of the Texas Water Code, all as amended; and

WHEREAS, the City and the District are individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Chapter 43 of the Texas Local Government Code (the “Act”) and, specifically, Section 43.0751 of the Act authorize the City and the District to negotiate and enter this Agreement; and

WHEREAS, the District encompasses approximately _____ acres, more or less, located within the extraterritorial jurisdiction of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the “Development”); and

WHEREAS, Texas Bridle Trails, LLC (the “Owner”) is the current owner of the Development, as reflected in the current tax rolls of the appraisal district of Travis County; and

WHEREAS, pursuant to Section 43.0751 of the Act, the City desires to annex the all the land in the Development for limited purposes, including, but not limited to, imposing and collecting sales and use taxes within the Development and subjecting the Development to the development standards of the City, subject to the limitations set forth in Section 2.4 hereof; and

WHEREAS, subject to the terms and conditions of this Agreement and for the health, safety, and welfare of the residents within the District, the District is willing to allow the City to annex the Development for the limited purposes set forth herein; and

WHEREAS, to facilitate the limited purpose annexation by the City of the Development, and for the health, safety, and welfare of the residents of the District, the Owner has submitted to

the City a petition requesting and consenting to the limited purpose annexation of the Development; and

WHEREAS, pursuant to the Act and the Owner's petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the annexation by the City of the Development for the limited purposes set forth herein; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the "Board") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on _____, 2020, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the City Council of the City (the "City Council") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 2020, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the City and the District that are reasonable and equitable; and

WHEREAS, the Parties agree and acknowledge that this Agreement is not intended to and does not void, modify or impact in any manner the Development Agreement dated February 6, 2019 between the Owner and the City (the "Development Agreement") and

WHEREAS, it is the intention of the Parties that the District shall continue in existence during the period of limited purpose annexation and, if applicable, after any dis-annexation of the Development, should the City determine not to annex the Development for full purposes as provided for herein.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the District and the City agree as follows:

ARTICLE I. RECITALS

Section 1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the “Effective Date”) is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Travis County, Texas.

Section 2.4 Limited Purpose Annexation of the Development. For the health, safety, and welfare of the residents of the District, the Parties agree that the City may annex the Development for the limited purposes of the following:

(a) Sales and Use Tax. Subject to the provisions set forth in this Agreement and to the extent permitted by applicable law, the City may impose and collect sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the “Tax Code”) on sales consummated within the Development.

(b) Imposition of Development Standards. The limited purpose annexation contemplated in this Agreement shall specifically subject the Development to the City’s jurisdiction in regards to development standards and land use regulations. From and after the date of the limited purpose annexation *and except as modified by the Development Agreement*, the Development shall be subject to all in-City development regulations, including zoning and subdivision regulations, as if the Development were completely within the municipal limits and had been annexed for full purposes. To the extent of a conflict between the Development Agreement and any development standards, land use or zoning regulations, or subdivision regulations of the City, the terms of the Development Agreement shall apply. It is understood by the Parties that except as modified in the Development Agreement, the Development shall be considered zoned MF4 from and after the date of the limited purpose annexation.

The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation

ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date. The Parties further agree and acknowledge that this Agreement does not void, modify or otherwise impact the Development Agreement.

(c) Library and Police Services. From and after the date of the limited purpose annexation, the City shall provide library and police services to the Development to the same extent it provides such services to in-City properties. The Parties shall enter into an agreement for the provision of such services and for the payment of such services at a cost comparable to the costs incurred by the City for the provision of such services.

(d) Public Infrastructure. Subject to the subsections (a)-(c) above, from and after the date of the limited purpose annexation and except as modified by the Development Agreement, the District shall be fully responsible for all design, construction, funding, maintenance, and ownership of any and all infrastructure improvements within the boundaries of the District, including but not limited to streets, roadways, alleys, sidewalks, street lighting, public and private parkland facilities (unless conveyed to Home Owners Association {HOA} whereupon HOA is responsible), stormwater drainage facilities, retention walls, public landscaping/irrigation (unless conveyed to HOA whereupon HOA is responsible), and related engineering and design during the term of this Agreement or upon full annexation whichever occurs first. Upon the expiration of this Agreement resulting in full purpose annexation of the District, the City agrees to acquire, operate and maintain the Public Infrastructure.

Section 2.5 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, all property within the Development may sometimes be referred to as “Limited Purpose Property”; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the “Sales and Use Tax Revenues”.

Section 2.6 Consent to Limited Purpose Annexation. The District on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Limited Purpose Property solely for the purposes provided in this agreement. The District consents to such limited purpose annexation and to the collection of sales and use tax revenues by the City within the Limited Purpose Property. Such consent shall bind the District and, upon recording of this Agreement in the appropriate county records, each Owner and future Owner of land within the District.

Section 2.7 Limited District. The District is not a limited district as defined in Subsection 43.0751(a)(2) of the Act and shall not be a limited district after the date of the limited purpose annexation. After the limited purpose annexation, the District shall continue in full force and effect under Subsection 43.0751(f)(2) of the Act, with all the powers and duties of the District surviving.

Section 2.8 Property Taxes and District Liability for Debts of the City. During the term of this Agreement, (i) neither the District, nor any owners of taxable property within the District, are liable for any present or future debts of the City; and (ii) the City’s current and future ad valorem taxes will not be levied on any taxable property in the Development. The City acknowledges that pursuant to Subsection 43.130(c) of the Act and other applicable law, the City is not permitted to impose a tax on any property annexed for limited purposes, including the Development.

Section 2.9 Powers and Functions Retained by the District. The District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto, including the District's Enabling Legislation. Nothing in this Agreement or the limited purpose annexation shall affect, modify or alter the District's power to finance and/or develop, own, operate or maintain a water, wastewater, drainage or roadway system to serve the District or to contract with entities to develop, own, operate or maintain water, wastewater, drainage and road systems to serve the District.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection 43.0751(k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code.

Section 3.2 Payment of Sales and Use Tax. The Parties agree and acknowledge that the District will not share directly in the revenue derived from the City's Sales and Use Tax on the Commercial Property.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 Subsection C-1 Full Purpose Annexation. The Development is exempt from the municipal annexation plan requirements pursuant to Section 43.052 of the Act. Consequently, the District consents, on its behalf and on behalf of all current and future owners of land included within the District, to the full purpose annexation of the Development in accordance with the procedures set forth in Chapter 43, Subchapter C-1, of the Texas Local Government Code upon the expiration of the term of this Agreement and on the Full Purpose Annexation Conversion Date, as defined in Section 4.2 of this Agreement.

Section 4.2 Full Purpose Annexation Conversion Date. Pursuant to Subsection (h) of the Act, the Limited Purpose Property shall be deemed to be within the full-purpose boundary limits of the City upon the Full Purpose Annexation Conversion Date without any further action by the City Council. The "Full Purpose Annexation Conversion Date" is the date upon which the City Council adopts an ordinance that includes the Development within the full-purpose boundary limits of the City, which date shall in no event occur prior to the expiration of the term of this Agreement. The Full Purpose Annexation Conversion Date may be altered only by mutual written agreement of the District and the City.

Section 4.3 No Full-Purpose Annexation During Term of Agreement. On the thirty-ninth anniversary date of the Effective Date, the City Manager shall evaluate whether the City should negotiate a new strategic partnership agreement with the District, annex the District for full purposes upon the termination of this Agreement, or allow this Agreement to expire. Within six (6) months following the thirty-ninth anniversary date, the City Manager shall make a recommendation to the City Council regarding the negotiation of a new strategic partnership agreement, the full purpose annexation of the District, or the expiration of this Agreement. If the City Manager recommends that the City negotiate a new strategic partnership agreement or annex the District and the City Council approves the recommendation, the City shall begin negotiations

to enter into a new strategic partnership agreement or commence annexation of the District for full purposes at the expiration of this Agreement, as applicable. If the City Manager recommends that the City neither negotiate a new strategic partnership agreement nor annex the District for full purposes, and the City Council agrees, or if the City Council rejects the City Manager's recommendation to negotiate a new strategic partnership agreement or to annex the District for full purposes, the City may begin proceeding to dis-annex the Limited Purpose Property, if authorized under the applicable provisions of the Local Government Code. If the City decides to dis-annex the Limited Purpose Property and has the authority to dis-annex, the City may institute proceedings to accomplish such dis-annexation to be effective upon the expiration of the term of this Agreement. Such dis-annexation of the Limited Purpose Property shall not affect the existence, powers, or duties of the District, which shall remain in full force and effect.

ARTICLE V. TERM

Section 5.1 This Agreement commences on the Effective Date and continues for forty (40) years.

ARTICLE VI. BREACH, NOTICE AND REMEDIES

Section 6.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice, as defined in Section 7.2 herein, to the breaching Party that describes the breach in reasonable detail.

Section 6.2 Cure of Breach. The breaching Party shall commence curing the breach within fifteen (15) calendar days after receipt of the Notice of the breach and shall complete the cure within thirty (30) days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such thirty (30)-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such thirty (30)-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 6.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting; Municipal Office. Pursuant to Section 43.130(a) of the Act, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election

or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43.130(b) of the Act, residents of the Property will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a “Notice”) required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid or; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

CITY:

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

With Required Copy to:

Charlie Crossfield
Sheets & Crossfield
309 E. Main Street
Elgin, Texas 78664-5264

DEVELOPER:

Texas Bridle Trails LLC
c/o Garrett Rajkovich
6475 Camden Ave #202
San Jose, California 95120

With Required Copy to:

Ranch Road Development
c/o Scott Miller
3951 Hwy 71 Bldg. A
Bastrop, Texas 78602

With Required Copy to:

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

Section 7.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Parties. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties hereby submit to the jurisdiction of the courts of Bastrop County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 7.5 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 7.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 7.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 7.8 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 7.9 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 7.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the City and the District.

Section 7.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 7.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 7.14 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development

Section 7.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**APPROVED AND ADOPTED BY THE CITY COUNCIL
OF THE CITY OF ELGIN ON _____, 20__.**

CITY OF ELGIN

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

APPROVED AS TO FORM:

CHARLES CROSSFIELD, City Attorney

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 20__, by
_____, the _____ of the City of _____, Texas on behalf of the
city.

Notary Public, State of Texas

**APPROVED AND ADOPTED BY THE BRICKSTON MUNICIPAL
UTILITY DISTRICT ON _____, 20__.**

**BRICKSTON MUNICIPAL UTILITY
DISTRICT**

By: _____

Printed Name: _____

Title: President, Board of Directors

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by
_____, the President, Board of Directors of the Brickston Municipal Utility District on
behalf of the district.

Notary Public, State of Texas

Exhibit A - Depiction of the Development

Exhibit B - Legal Description of the Development



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 2020 CENSUS AND THE COMPLETE COUNT INITIATIVE FOR BASTROP COUNTY.

DEPARTMENT: Community Services

PROPOSED ACTION: Receive update on the 2020 Census and the Complete Count Initiative for Bastrop County

BACKGROUND: Bastrop County and Bastrop County Cares are leading a Complete Count Initiative for the 2020 Census. The City of Elgin is participating in this effort to educate and encourage our community to participate in the Census. Staff will provide a short presentation about the Census the Complete Count Initiative, and efforts in Elgin to ensure a complete count.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Receive update on the 2020 Census and the Complete Count Initiative for Bastrop County

ATTACHMENTS:

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

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

The Census – Everybody counts!!!

By: The US Census Bureau

The 2020 Census will mark the 24th time that the country has counted its population since 1790.

The United States Constitution: Article 1, Section 2, mandates that the country conduct a count of its population once every 10 years.

The Census counts the population in all 50 states, the District of Columbia, and five U.S. territories (Puerto Rico, American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, and the U.S. Virgin Islands).

Every household receives an invitation to respond to a short questionnaire. You can respond online, by phone or by mail.

Look for your invitation around March 12 – please respond as soon as possible!

You can respond to the Census at the Elgin Public Library – a computer workstation will be designated for anyone to use to take the Census.

The Census Bureau is bound by Title 13 of the U.S. Code to keep your information confidential. Under Title 13, the Census Bureau cannot release any identifiable information about you, your home, or your business, even to law enforcement agencies. The law ensures that your private data is protected and that your answers cannot be used against you by any government agency or court.

The U.S. Census Bureau is bound by law to protect your answers and keep them strictly confidential. In fact, every employee takes an oath to protect your personal information for life.

Everyone living in each household, including newborns, older individuals, and people who are not family members, should be counted on the household's 2020 Census.

Children count in the Census!

All children who live in your home, including foster children, grandchildren, nieces and nephews, and the children of friends (even if they are living with you temporarily). Children who split their time between homes, if they are living with you on April 1, 2020. Newborn babies, even those who are born on April 1, 2020, or who are still in the hospital on this date.

College students who are living at home should be counted at their home address. What about college students living at home? College students who live away from home should be counted at the on- or off-campus residence where they live and sleep most of the time, even if they are at home on April 1, 2020.

More information available at www.2020census.gov The Elgin Public Library and Advocacy Outreach



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: ELGIN'S 2019 TRANSPORTATION ALTERNATIVE SET-ASIDE (TA)/SAFE ROUTES TO SCHOOLS (SRTS) PROJECT

DEPARTMENT: Community Services

PROPOSED ACTION: Receive update on the Elgin's 2019 Transportation Alternative Set-Aside (TA)/Safe Routes to Schools (SRTS) Project.

BACKGROUND: The City of Elgin was approved for funding sidewalk improvements in the Booker T Washington Elementary School area. The City of Elgin SRTS grant is \$415,059 and requires no local match to construct sidewalks on Nina Street, Alamo Street, and Martin Luther King Boulevard. This project will create a safe Route from the new Maple Lane Apartments, the Elgin Public Housing authority to Booker T Washington Elementary School, Thomas Memorial park and South Main Street. In addition, TxDOT through its Design Division (DES) using TxDOT's *Statewide Curb Ramp and Pedestrian Improvement Program* will be completing sidewalk improvements on Main Street from Alamo street to 11th street valued at \$362,683 and does not require financial participation from the City of Elgin.

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

RECOMMENDATION:

ATTACHMENTS:

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

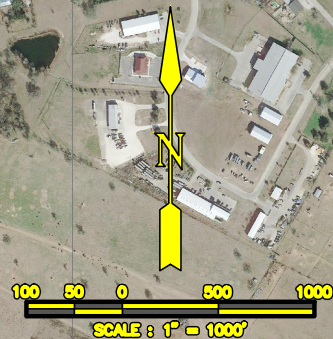
Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

CITY OF ELGIN, TEXAS SCHOOL TO DOWNTOWN CONNECTIONS PROJECT (SHEET 1 OF 2)

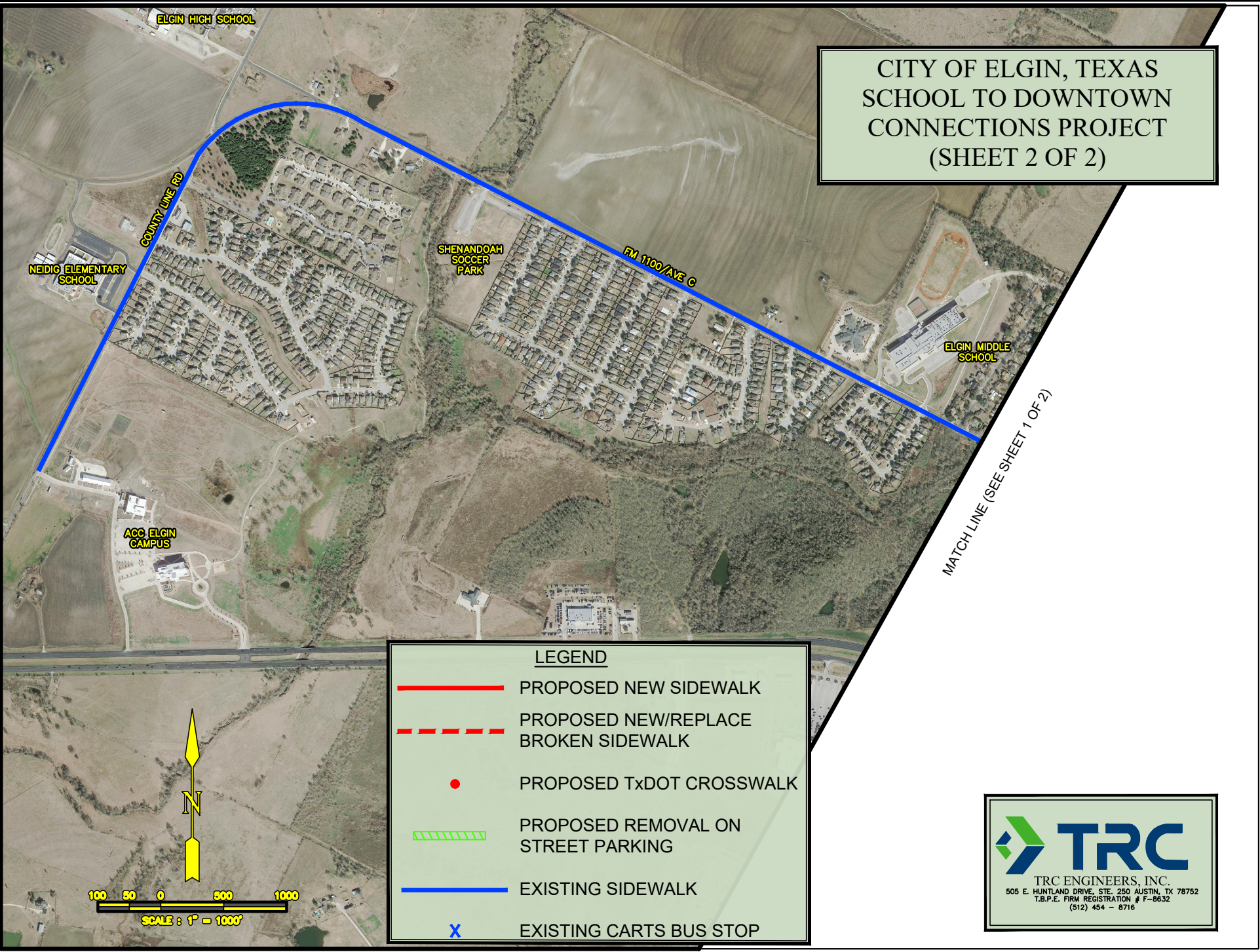
LEGEND

- PROPOSED NEW SIDEWALK
- - - PROPOSED NEW/REPLACE
BROKEN SIDEWALK
- PROPOSED TxDOT CROSSWALK
- ▨ PROPOSED REMOVAL ON
STREET PARKING
- EXISTING SIDEWALK
- X EXISTING CARTS BUS STOP

MATCH LINE (SEE SHEET 2 OF 2)



CITY OF ELGIN, TEXAS
SCHOOL TO DOWNTOWN
CONNECTIONS PROJECT
(SHEET 2 OF 2)



LEGEND

- PROPOSED NEW SIDEWALK
- PROPOSED NEW/REPLACE BROKEN SIDEWALK
- PROPOSED TxDOT CROSSWALK
- PROPOSED REMOVAL ON STREET PARKING
- EXISTING SIDEWALK
- EXISTING CARTS BUS STOP

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



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 –February 18, 2020.

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the February 18, 2020 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 February 18, 2020 Meeting Minutes.

ATTACHMENTS: February 18, 2020 Meeting Minutes.

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

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

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

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

**ELGIN CITY COUNCIL
REGULAR MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAINSTREET
TUESDAY, FEBRUARY 18, 2020**

CALL TO ORDER

Mayor Cannon called the meeting to order at 7:05 p.m.

ROLL CALL

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

Mayor Cannon certified there was a quorum and that Council Member Penson and Council Member Arreaga were absent. He stated they knew Council Member Arreaga would not be in attendance, and Council Member Penson notified Mayor Pro Tem Bega that she would not be attending tonight due to illness.

Council Member Brashar moved to excuse Council Member Penson and Council Member Arreaga. Mayor Pro Tem Bega seconds the motion. Motion carried 7-0.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Patrick South, Chief of Police
Michael Gonzalez, Asst Public Works Director
David Harrell, Planning Director

INVOCATION

Council Member Lopez gave the invocation.

PLEDGE OF ALLEGIANCE

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

CITY MANAGER’S REPORT

1. First Quarter Investment Report - December 31, 2019

Charles Cunningham provided the First Quarter Investment Report to Council

2. General Activity Report and/or Project Update.

City Manager Thomas Mattis mentioned that Friday was the final day to sign up for available seats coming up on May 2nd election. He stated that as of 5:00 p.m. on Friday there were 3 contested races, but as of late this afternoon one individual that signed up for a position had since withdrawn, leaving 2 contested races. He stated that no one had filed for Ward 3, and that he had never seen this happen, but our Attorney was looking into it. Mr. Mattis stated that the de-annexation project was almost ready to complete and at the next meeting there would be a public hearing and ordinance to complete this project. Mr. Mattis stated he had passed out a memo regarding a dance at the middle school and he had spoken to the Superintendent. He stated if there were any issues, they were school issues and nothing to do with the City or the Police Department.

3. Departmental Monthly Reports - January

There were no questions or comment on the monthly reports.

CONSENT AGENDA

1. City Council Meeting Minutes – February 4, 2020.

Council Member Lopez moved to approve the minutes with corrections. Council Member Jones seconds the motion. Motion carried 7-0.

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, TO APPROVE A LICENSING AND SERVICES AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION (SCPDC) TO PROVIDE, INSTALL AND MAINTAIN SOFTWARE APPLICATIONS THAT WILL FACILITATE THE PROCESSING OF DEVELOPMENT PERMITS, PLANNING AND ZONING AND CODE ENFORCEMENT ACTIVITIES OF THE DEVELOPMENT SERVICES DEPARTMENT; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

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

CITY COUNCIL REGULAR MEETING

February 18, 2020 – Page 3

City Annex Council Chambers

2. A RESOLUTION TO APPROVE AN AGREEMENT WITH SOUTH CENTRAL PLANNING & DEVELOPMENT COMMISSION (SCPDC), TO PROVIDE SOFTWARE MODULES FOR PLANNING AND ZONING, BUILDING, AND CODE ENFORCEMENT TO THE CITY OF ELGIN, TEXAS, FOR A MINIMUM PERIOD OF TWO (2) YEARS AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

No action taken on this item. Duplicate of item #1.

3. A RESOLUTION TO REAPPOINT COUNCILOR JESSICA BEGA TO A TWO (2) YEAR TERM ON THE CLEAN AIR COALITION (CAC) AS A COMMITTEE MEMBER REPRESENTING THE CITY OF ELGIN FROM JANUARY 1, 2020 TO JANUARY 1, 2022.

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

4. AN ORDINANCE APPROVING NEW MUNICIPAL MAINTENANCE AGREEMENT (MMA) BETWEEN THE STATE OF TEXAS AND THE CITY OF ELGIN FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY; AND PROVIDING THE EXECUTION OF SAID AGREEMENT AND DECLARING AN EMERGENCY.

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

ANNOUNCEMENTS

Mayor Cannon mentioned that Senator Watson had resigned. Mr. Mattis stated the new QT Store was open.

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 7:29 p.m.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: OPEN CONTAINER WAIVER FOR THE MUSIC IN THE PARK SERIES FRIDAY, APRIL 3, 10, 17, AND 24 FROM 6PM to 10PM in VETERANS MEMORIAL PARK.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve open container waiver for the Music in the Park series Friday, April 3, 10, 17, and 24 from 6PM to 10PM in Veterans Memorial Park.

BACKGROUND:

The Friends of Elgin Parks and the Parks & Recreation Department host the Music in the Park Series on Friday nights in April. Sponsors include the Friends of Elgin Parks, Elgin Main Street Board, Texas Commission on the Arts, and Walmart Elgin. Bands performing include Two Hoots and A Holler, Nick Swift, Beto and the Fairlanes and The Derailers. Performances begin at 7pm. The public is invited to enjoy this free series and bring their own blankets, lawn chairs, and beverages. Friends of Elgin Parks was formed in 1997 and started the Music in the Park Series in 2003. The Friends of Elgin Parks request that the Open Container Ordinance be waived for the Music in the Park series Friday, April 3, 10, 17, AND 24 from 6PM to 10PM in Veterans Memorial Park.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve open container waiver for the Music in the Park series Friday, April 3, 10, 17, and 24 from 6PM to 10PM in Veterans Memorial Park.

ATTACHMENTS:

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

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



To: Elgin City Council Members

The Friends of Elgin Parks is hosting the Music in the Park Series every Friday in April in Veterans' Park. We are requesting a waiver of the open container ordinance for these events.

The dates are: April 3, April 10, April 17 and April 24. The time requested for the waiver is 6pm-10pm.

The Friends of Elgin Parks is a 501C-3 organization through membership dues, fundraising events, and grants, currently provides funding for park activities. Our organization was formed in 1997 and has been providing support to the City of Elgin for over 20 years. The Music in Park Series began in 2003. Each year the music event brings people to the park for family entertainment. In addition to the music series, the organization provides financial support to the Parks and Recreation Department. We have purchased trash cans, benches, trees, landscaping plants and Christmas lights for all the parks in Elgin. The organization has provided volunteers for the annual park clean up days, and tree planting work days in the parks.

We all share a passion for the Elgin Parks and invite you to join us for the Music in Park Series. Thank you for your consideration of waiving the open container ordinance for this event.

Sincerely,

Gena Carter
President
Friends of Elgin Parks



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 R-2 Single Family and Garage Apartment District on property being approximately 0.34 acres of land and located in Martinson, Block 2, Lot 30 (FR) & Lot 31 and providing for a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services

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 R-2 Single Family and Garage Apartment District on property being approximately 0.34 acres of land and located in Martinson, Block 2, Lot 30 (FR) & Lot 31 and providing for a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND: See attached Planning & Zoning Commission Staff Report

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 February 24, 2020.

ATTACHMENTS:

Ordinance with Map, Rezoning Application, Applicant Pictures of Surrounding Area, Staff Added Comprehensive Plan Exhibit 4.4, Staff Added Zoning Map, Applicant Proposed Building Plans.

{ } 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.



Development Service Department

STAFF REPORT

Rezoning from R-1 to R-2

Date: February 13, 2020

Applicant: Judy Matetzschk-Campbell

Representative: SAME

Hearing Dates: Planning & Zoning Commission – February 24, 2020
City Council – March 3, 2020

Location: 1130 N. Main St.

APPLICATION SUMMARY

Recommendation of a rezoning of 0.34 acres of land located at 1130 N. Main St. The proposal is to change the zoning from R-1 Single Family District to R-2 Single Family and Garage Apartment District in order to develop a proposed garage apartment.

DEPARTMENT COMMENTS

Presently a single-family home exists on the property. The owner proposes to build a two (2) story accessory building with a garage on the first floor and an 800 square foot apartment on the second floor. These plans have been provided within the packet. Be aware the building plans are being provided as information only and cannot be considered as part of the rezoning request. The applicant has provided pictures as evidence of pre-existing garage apartments within the area. Since the area is zoned R-1 and doesn't allow garage apartments, these uses could have legally existed under the R-1 zoning category at an earlier point in time and be grandfathered into that zoning category.

STAFF ANALYSIS

In review of the Elgin Comprehensive Plan (see attachment 4) the parcel is located within the Central Elgin Neighborhood Land Use category. Supporting land uses include accessory dwelling units which should be allowed within this category. Also, it acknowledges the form and character of the neighborhood have garages at the rear and side of the homes along with some accessory dwelling units on the properties.

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 subtracted uses but an addition in permitted uses with the proposed rezoning request as shown in **green lettering**.

R-1 District	R-2 District
Detached single-family dwelling.	Detached single-family dwelling.
Churches, but not including revival tents or arbors.	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 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.	Library.
Growing of farm products.	Growing of farm products.
Municipal use	Municipal use
Telephone exchanges.	Telephone exchanges.
Home occupations.	Home occupations.
Transportation and utility easements, alleys and rights-of-way	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.
	Garage Apartments

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

	R-1 (exist. zoning)	R-2 (proposed zoning)
Height	2.5 stories or 35 feet	2 stories and 35 feet.
Front Setback	25 feet; garage at 25 feet	25 feet, garage at 25 feet.
Side Setback	7.5 feet for 1 story; 10 feet for more than 1 story	5 feet for 1 story; 7.5 feet for more than 1 story
Rear Setback	10 feet	10 feet
Lot Width	75 feet; street abut for	60 feet; street abut for

	45 feet	35 feet
Lot Area	9,000 sq. ft.	7,500 sq. ft.
Impervious Cover on Lot #	45% interior; 50% corner; 10% accessory	45% interior; 50% corner; 10% accessory
Accessory Buildings #	25 feet front yard, 5 feet side yard, 0 feet rear yard.	25 feet front yard, 5 feet side yard, 0 feet rear yard.

These categories reflect the additional proposed use of the property.

Rezoning of this parcel is regarded as spot zoning. Typically spot zoning is viewed unfavorably and case law exists regarding it. In consultation with the City Attorney, there are several findings from the Texas Supreme Court that should be considered when making your decision:

1. Whether the City has disregarded the zoning ordinance or long-range master plans and maps that have been adopted by ordinance;
2. The nature and degree of an adverse impact on surrounding properties; i.e. is the change substantially inconsistent with surrounding properties;
3. Whether the use of the property as presently zoned is suitable or unsuitable; and,
4. Whether the rezoning ordinance bears a substantial relationship to the public health, safety, morals or general welfare or protect and preserve historical and cultural places and areas.

Based on the information within the packet, staff has no issues or concerns regarding the proposal. The Elgin Comprehensive Plan (long-range master plan) is being complied with because the Central Elgin Neighborhood Land Use category indicates accessory dwelling units should be allowed within this category (see attachment 4) and this zoning would allow for the accessory dwelling unit (garage apartment). With the zoning change the only permitted use being added is garage apartments. This should not be an issue since the neighborhood has existing legally non-conforming garage apartments in the area (see attachments 3 & 7). The use of the property is suitable for a garage apartment due to the size and the openness of the parcel (see attachment 1, survey). Also, since the zoning will only allow for garage apartments and they exist within the area (see attachments 3 & 7)

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Ordinance.
2. Application.
3. Applicant Pictures of Surrounding Area.
4. Staff Added Comprehensive Plan Exhibit 4.4.
5. Staff Added Zoning Map.
6. Applicant Proposed Building.
7. Applicant Letters of Support.

Attachment 1

Ordinance

ORDINANCE NO. 2020-03-03-??

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS R-2 SINGLE FAMILY AND GARAGE APARTMENT DISTRICT ON PROPERTY BEING APPROXIMATELY 0.34 ACRES OF LAND AND LOCATED IN MARTINSON, BLOCK 2, LOT 30 (FR) & 31 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 herein, from R-1 Single Family Dwelling District to R-2 Single Family and Garage Apartment 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 February 24, 2020, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" is R-2 Single Family and Garage Apartment District, and

WHEREAS, on March 3, 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 located in Martinson, Block 2, Lot 30 (FR) & 31 is rezoned from R-1 Single Family Dwelling District to R-2 Single Family and Garage Apartment 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 3rd day of March 2020.

CHRIS CANNON, MAYOR

ATTEST:

Amelia Sanchez, City Secretary

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

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

October 20, 2017

LEGAL DESCRIPTION: BEING 0.342 ACRE OF LAND LYING IN AND BEING WEST 20' OF LOT 30 AND ALL OF LOT 31, BLOCK 2; MARTINSON ADDITION TO THE CITY OF ELGIN, TEXAS AS SHOWN ON MAP OR PLAT RECORDED IN CABINET 1, PAGE 8-B OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND BEING THAT SAME TRACT OF LAND CONVEYED TO JUANITA OWEN BY DEED RECORDED IN VOLUME 210, PAGE 458 DEED RECORDS, BASTROP COUNTY, TEXAS; SAID 0.342 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN OCTOBER, 2017:

BEGINNING at a 3/4" iron pipe found on the southerly line of North Main Street for the common corner of Lots 31 and 32, Block 2 of said Martinson Addition and the northwest corner hereof;

THENCE S 60°02'46" E a distance of 70.20 feet along North Main Street to a 1/2" iron rod found for the northeast corner hereof;

THENCE S 30°24'24" W a distance of 212.96 feet, crossing Lot 30, to a 1/2" iron rod found on the north line of a 20' alley for the southeast corner hereof;

THENCE N 59°32'16" W a distance of 70.01 feet along said alley to a 3/4" iron pipe found for the common corner of Lots 31 and 32 for the southwest corner hereof;

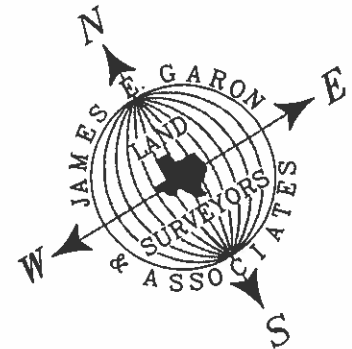
THENCE N 30°21'21" E a distance of 212.34 feet to the **POINT OF BEGINNING**, containing 0.342 acre of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:



James E. Garon
Registered Professional Land Surveyor
Server; co\Bastrop\City of Elgin\Martinson Addn\70217

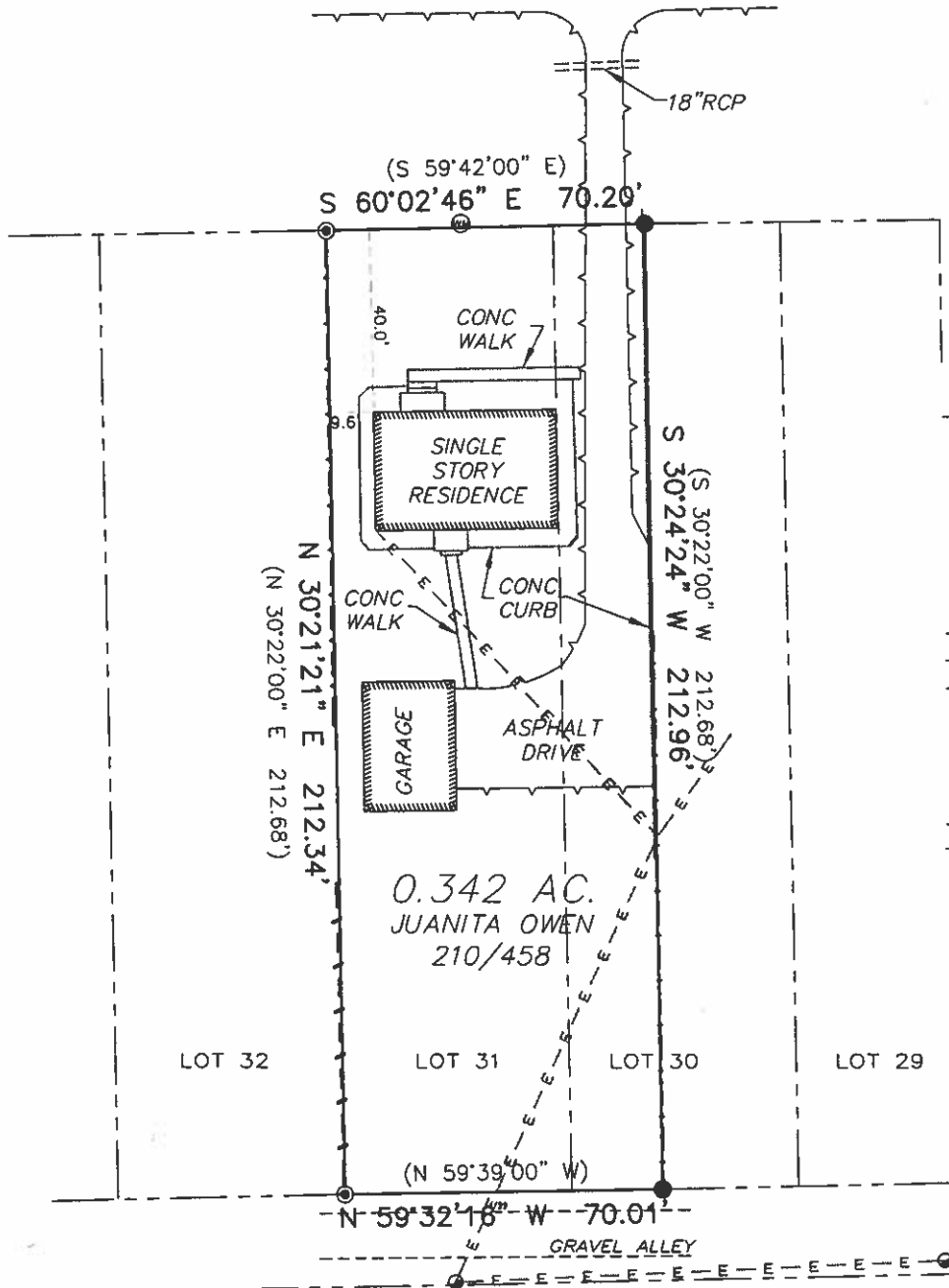
NORTH MAIN STREET



SCALE: 1" = 40'

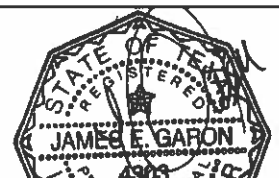
LEGEND

⊕	CALCULATED POINT
●	1/2" REBAR FOUND
○	1/2" REBAR SET W/CAP
⊙	STAMPED J.E. GARON RPLS 4303
⊗	IRON ROD W/CAP FOUND
⊙	1/2" PIPE FOUND (UNLESS NOTED)
✱	FENCE POST FOUND
—	WOOD FENCE
—X—	WIRE FENCE
—+—+—	CHAIN LINK FENCE
P.U.E.	PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING LINE
⊙	POWER POLE
—E—	OVERHEAD ELECTRIC LINE
—G—	DOWN GUY
(BRG.-DIST.)	RECORD CALL



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 PUBLIC ROADWAY EXCEPT AS



Attachment 2

Application

City of Elgin
Application to appear before the Planning and Zoning Commission

Date of Application: 12/10/19

REQUEST FOR: (check one)

 X
ZONING

SPECIAL USE

Volume and page of deed(s) to property and size of tract(s):

Shown on map or plat recorded in Cabinet 1, Page 8-B of the Plat records of Bastrop County, volume 210, page 458 Deed Records, Bastrop County Being .342 acres of land lying in and being west 20' of Lot 30 and all of Lot 31.

(If property is described as acreage, three copies of metes and bounds are to accompany this application)

LEGAL DESCRIPTION

31 & 30 (Fraction)	2	Martinson Addition	N/a
Lot	Block	Subdivision	Section Phase

1130 N. Main St, Elgin, TX 78621

Street Address

Zone

DIMENSIONS OF LOT:

70.2	212.96	14,949.79
Frontage	Depth	Square Feet

Present use of property:

personal use/weekend home

Proposed use of property:

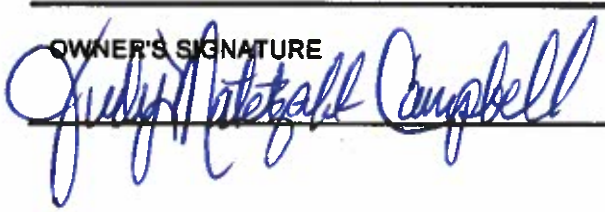
creation of garage apartment for family use and potential rental property by expanding existing garage

Date of purchase of property:

11/22/17

Existing Building On Property?: xxx Yes No

APPLICATION CONTINUED

OWNER'S NAME (printed) Judy Matetzschk-Campbell	AGENT'S NAME (IF APPLICABLE) (printed)
ADDRESS 13813 Field Spar Dr.	ADDRESS
CITY Manor ZIP 78653	CITY ZIP
PHONE (512) 394-6962 FAX n/a	PHONE FAX
OWNER'S SIGNATURE 	AGENT'S SIGNATURE

Officers or principals and positions held (if applicable)

n/a

Note: Copies of all correspondence from to or to the Building Official of the City of Elgin related to this appeal will be submitted with this application form at the time of filing.

Attachment 3

Applicant Pictures of Surrounding Area

1116 B N. Main St.



1129 N. Ave. C



1208 N Main St.



Attachment 4

Staff Added Comprehensive Plan Exhibit 4.4



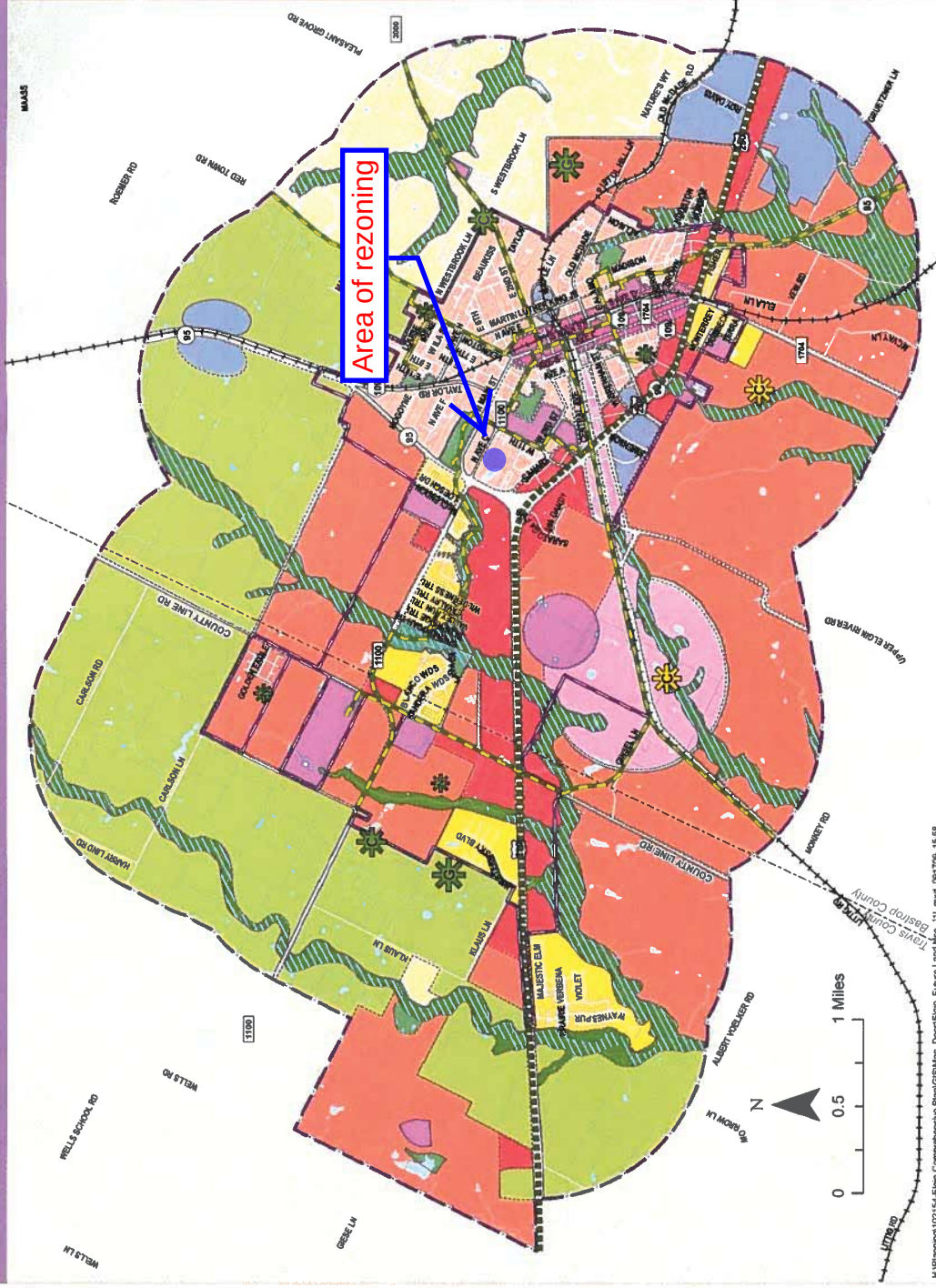
Exhibit 4.4: Future Land Use and Development Plan

- Parcel Boundary
- Elgin City Limits
- Elgin Planning Area

Future Land Use

- Natural Area
- Agriculture
- Low Density Residential
- Existing Single-Family Residential
- Traditional Neighborhood Residential
- Central Elgin Neighborhoods
- Mixed Use
- Main Street Elgin
- Commercial
- Light Industrial
- Institutional
- Parks and Recreation
- 100-Year Flood Plain
- Proposed Park from Parks Master Plan
- Proposed Park from WSA
- Proposed Trail from Parks Master Plan
- US 290 Corridor Greenscaping

Note: A Comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.



H:\Planning\102154-Elgin Comprehensive Plan\GISMap_Docs\Elgin_Future Land Use_11.mxd 09/17/09 15:58
Source: Wilbur Smith Associates, Inc., 2009.



Central Elgin Neighborhoods

General Description: This area includes Elgin’s existing historic neighborhoods surrounding the Main Street area, which are characterized by a variety of housing styles built throughout the decades. This diversity of housing style and character, along with slight variations in lot size give these neighborhoods a unique feel not often found in newer subdivisions. As growth occurs in the area, older homes will likely be renovated and vacant lots will be developed. This should be encouraged provided that new development and renovations are sensitive to the surrounding context by maintaining a similar urban form, character, and neighborhood use.

Transect Zone: General Urban (T4)

Primary Land Use: Single family residential

Supporting Land Uses: Public and semi-public uses such as schools, churches, libraries, parks, and community centers are integrated with residential uses. Neighborhood-scale retail and home occupations are appropriate if the scale and character of the building fits with the surrounding area and negative impacts such as traffic, parking, lighting, and signage are mitigated through appropriate design and buffering. Accessory dwellings (also referred to as granny flats, garage apartments, carriage houses, etc.) should be allowed with appropriate regulations regarding lot coverage, height, and parking. These dwelling types provide an affordable option for renters as well as extra income for the homeowner.

Residential Densities: Approximately 4 units per acre.

Form and Character: The City’s traditional grid street pattern provides the basic foundation for this area’s urban form. As such, the area is very walkable with good connectivity. Homes generally have garages at the rear or side of the home rather than the front. Some existing homes have small accessory dwellings, or “granny flats”, over the garages that provide additional housing options in the neighborhood. Buildings are typically one or two stories tall with ample setbacks and landscaping to create a sense of space and privacy between buildings. Homes in these neighborhoods represent a variety of architectural styles, colors, and building materials. This diversity, along with variations in building and lot size add to the unique character in the area.

Parks and Open Space: Community and neighborhood parks, as well as school playgrounds exist throughout the area and most homes are within the service area of existing park facilities. Vacant lots in the area provide additional opportunities for pocket parks or community gardens.

Attachment 5
Staff Added Zoning Map

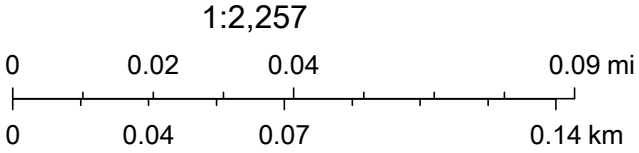
ArcGIS Web Map



2/13/2020, 10:51:35 AM

Zoning

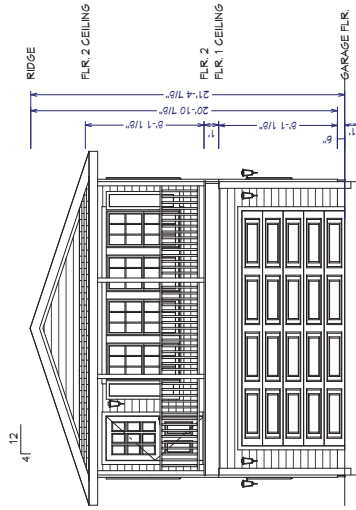
- R-1 Single Family
- R-2 Single Family and Garage Apartment District
- R-3 Single Family, Two-Family and Industrialized Housing District
- PDD Planned Development District
- A Multiple Family Residentail District
- C-1 Neighborhood Shopping District
- C-2 General Commercial District
- C-3 Highway Commercial District
- I General Industrial District
- Bastrop County Parcels



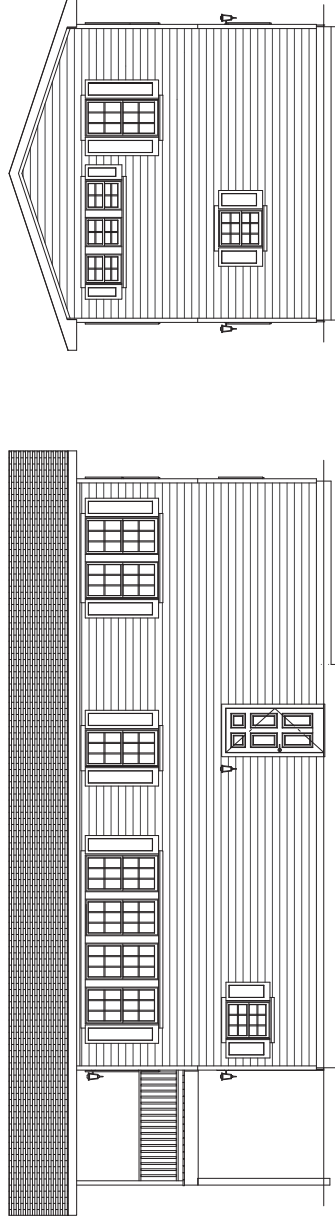
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, TRC GIS, City of Elgin

Attachment 6

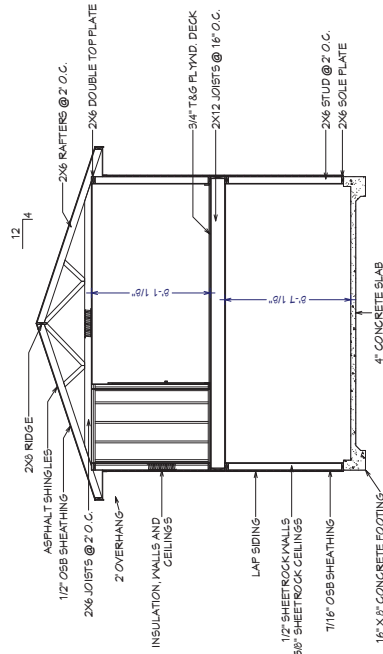
Applicant Proposed Building Plans



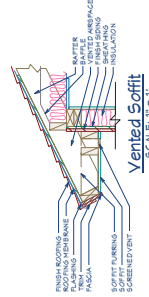
FRONT ELEVATION
SCALE: 1/4" = 1'



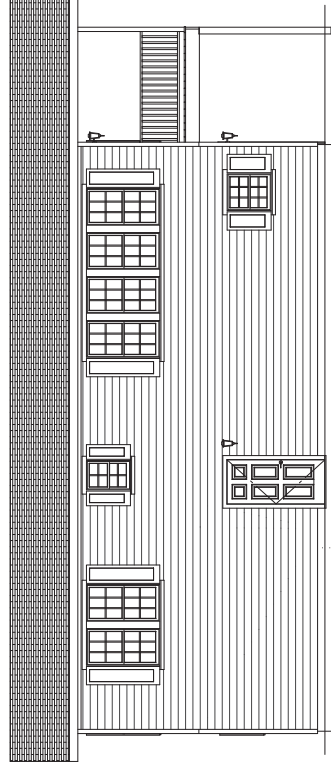
RIGHT ELEVATION
SCALE: 1/4" = 1'



CROSS SECTION
SCALE: 1/4" = 1'



Vented Soffit



LEFT ELEVATION
SCALE: 1/4" = 1'



**BUILDING CONTRACTOR/HOME OWNER
TO REVIEW AND VERIFY ALL DIMENSIONS,
AND SPECS BEFORE CONSTRUCTION
BEGINS. BUILDING TO BE BUILT AS
PER LOCAL CODE REQUIREMENTS**

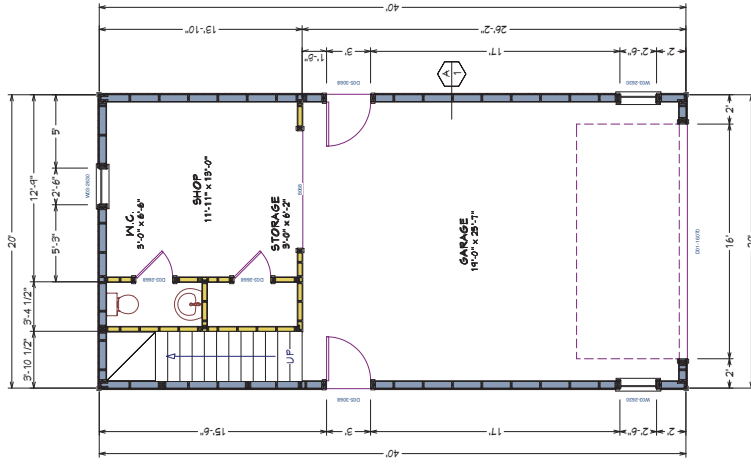
To the best of my knowledge these plans are drawn to comply with owner's and/or builder's specifications and any changes made on them after prints are made will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. E.F.P. is not liable for errors. While every effort has been made in the preparation of this plan to avoid mistakes, the maker cannot guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter. All calculations and member sizing should be verified for your building by a certified building official.

SQUARE FEET: 965 (219 1st (w.c., shop, storage), 746 2nd)
WIDTH: 20'
DEPTH: 48'
EXTERIOR WALL STRUCTURE: 2X6 STUDS

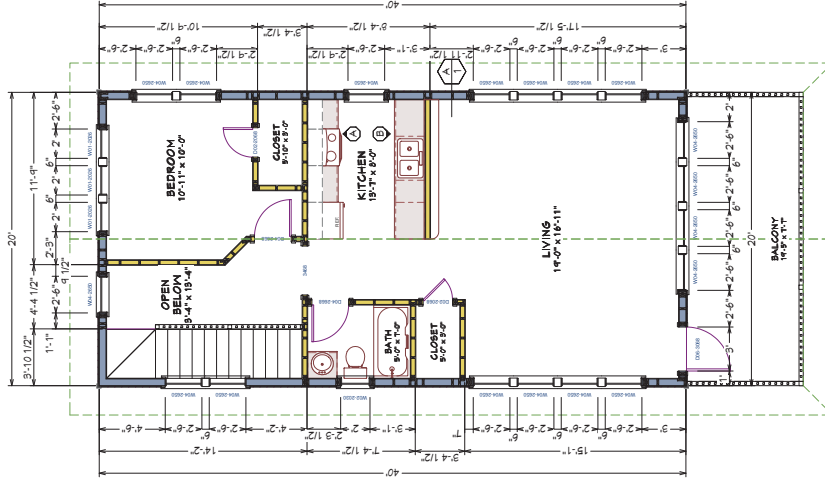
20x40 House
#20X40H7G

These plans were not prepared by nor checked by a licensed architect and/or engineer. E.F.P. does not represent or imply itself to be a licensed architect and/or engineer. Repsale of these plans, in whole or part, is strictly prohibited.

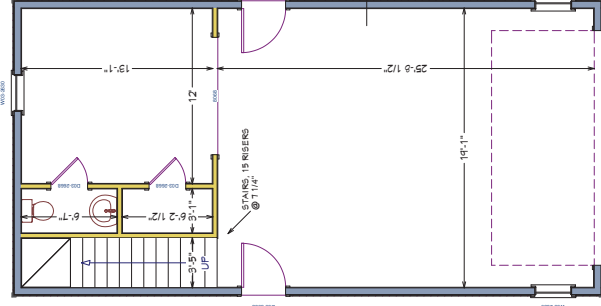
Excellent Floor Plans



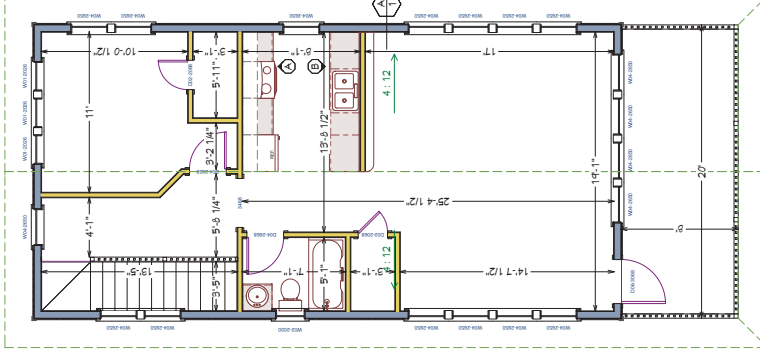
MAIN FLOOR PLAN
SCALE: 1/4" = 1'



2ND FLOOR PLAN
SCALE: 1/4" = 1'



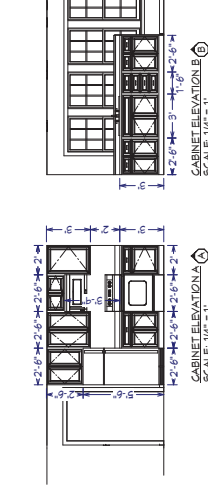
MAIN FLOOR PLAN
SCALE: 1/4" = 1'



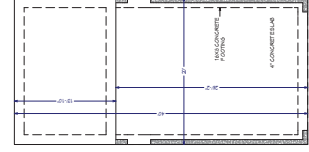
2ND FLOOR PLAN
SCALE: 1/4" = 1'

DOOR SCHEDULE		
NUMBER	LABEL	QTY FLOOR SIZE COMMENTS
D01	D01-2643	2 2643
D02	D02-2643	2 2643
D03	D03-2643	2 2643
D04	D04-2643	2 2643
D05	D05-2643	2 2643
D06	D06-3043	1 3043

KINDOX SCHEDULE		
NUMBER	LABEL	QTY FLOOR SIZE COMMENTS
K01	K01-2643	1 2643
K02	K02-2643	1 2643
K03	K03-2643	3 1 2643 DOUBLE HUNS
K04	K04-2643	1 2643 DOUBLE HUNS
K05	K05-2643	1 2643 DOUBLE HUNS



CABINET ELEVATION A
SCALE: 1/4" = 1'



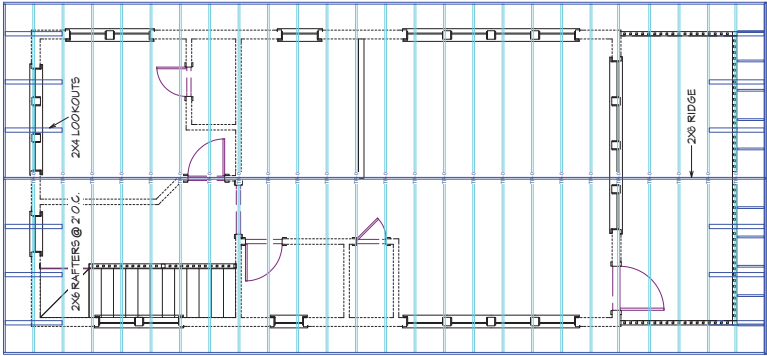
CABINET ELEVATION B
SCALE: 1/4" = 1'

FOUNDATION PLAN
SCALE: 1/4" = 1'

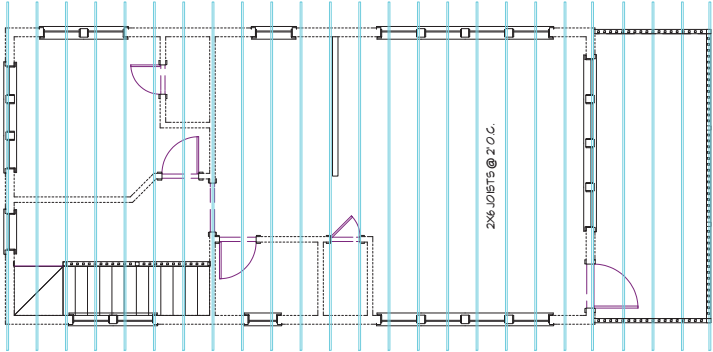
20x40 House
#20X40H7G

These plans were not prepared by nor checked by a licensed architect and/or engineer.
E.P.F. does not represent or imply itself to be a licensed architect and/or engineer.
Resale of these plans, in whole or part, is strictly prohibited.

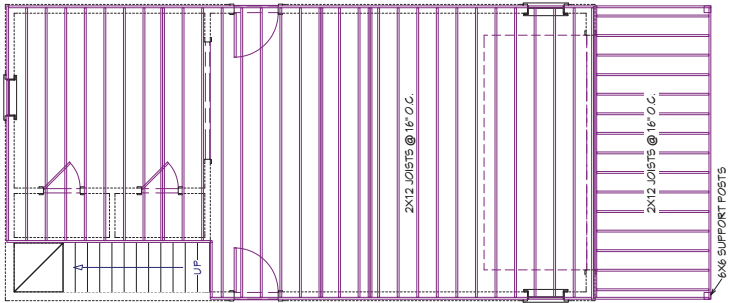
Excellent Floor Plans



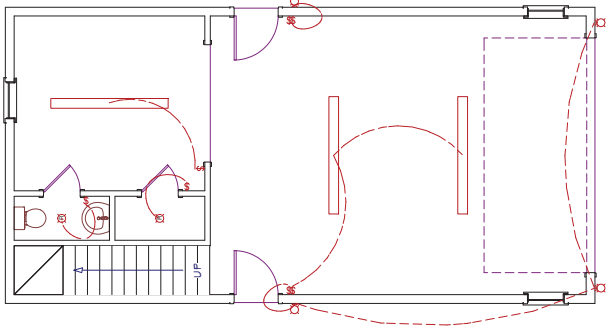
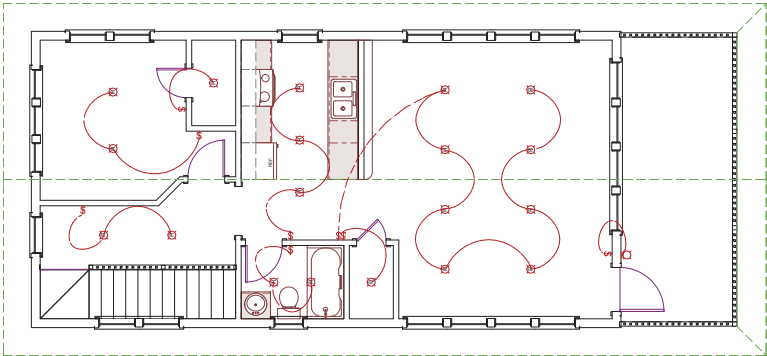
ROOF FRAMING PLAN
SCALE: 1/4" = 1'



CEILING FRAMING PLAN
SCALE: 1/4" = 1'



FLOOR FRAMING PLAN
SCALE: 1/4" = 1'

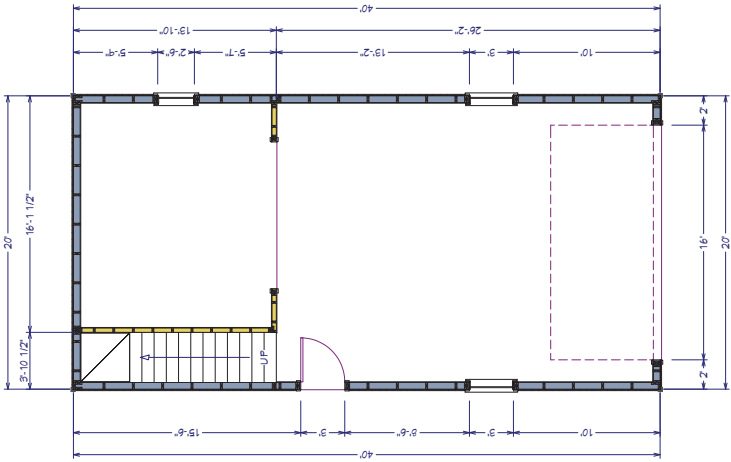
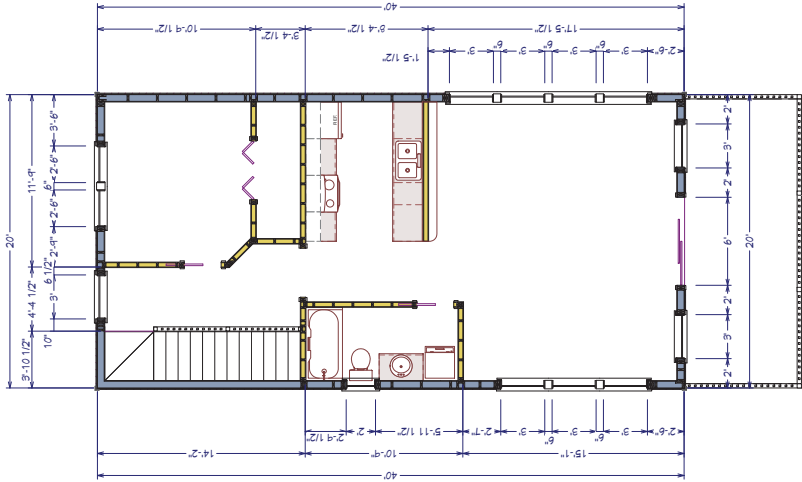


ALL WIRING TO BE INSTALLED AS PER ACTUAL JOBSITE CONDITIONS. ELECTRICAL CODE AND HOMEOWNER OR INTERESTED PARTY MUST BE ADVISED OF ANY CHANGES TO PLACEMENT OF LIGHTING AND SWITCHES AND MUST BE APPROVED BY HOMEOWNER PRIOR TO WORK.

- RECESSED DOWN LIGHT
- PORCH LANTERN
- 48" FLUORESCENT LIGHT

20x40 House
#20X40H7G

IDEAS
20x40 House
#20X40HTG



Attachment 7

Applicant Letters of Support

December 5, 2019

To Whom It May Concern:

We have lived at 1128 N. Main St in Elgin, Tx since Oct 2016. Judy Matetzschk-Campbell, who owns the property next to us at 1130 N Main St, has plans to create a garage apartment on her property.

Please know that we are in full support of this plan and we believe that it would be beneficial to our community.

Please feel free to reach out if you have any questions.

Thank you,

Two handwritten signatures in blue ink. The first signature is a stylized 'JP' for Jennifer Phillips, and the second is a stylized 'JM' for Janice Montalvo.

**Jennifer Phillips
Janice Montalvo
(602)318-2373**

To the City of Elgin Zoning Commission ,

January 1,2020,

We live at 1132 N Main St, Elgin TX 78621. My house is next door to "Juanita's House", 1130 N Main, now owned by Judy M. and Frank Cambell. They have talked with us about planning to create a garage apartment on the property . We have no problem with the idea. There is another garage apartment behind us, that has been there for years with no incidents. This structure will be a benefit to the community, offering another available, reasonably priced rental property in Elgin.

Respectfully,

Clay and Debbie Gaston

A handwritten signature in black ink, appearing to be 'DJ' followed by a long horizontal stroke, positioned over the printed names 'Clay and Debbie Gaston'.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: An Ordinance of the City Council of the City of Elgin, Texas, providing for the disannexation of certain territory consisting of 131.19 acres in the Garretson Thomas Survey A178 and the Richard Young Survey A373 and adjacent roadways as described in Exhibits “A” thru “J” herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action of the City Council of the City of Elgin, Texas, providing for the disannexation of certain territory consisting of 131.19 acres in the Garretson Thomas Survey A178 and the Richard Young Survey A373 and adjacent roadways as described in Exhibits “A” thru “J” herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

BACKGROUND: In December 2015 the City annexed several portions of property. This allowed the City to also expand not only its limits but its extraterritorial jurisdictional (ETJ) boundaries to the southeast. At that time, the primary objective of the City Council was largely to prevent further expansion north of the City of Bastrop’s ETJ. Since then State law has changed in such a way as to effectively eliminate this concern, as all cities are now essentially precluded from engaging in involuntary annexations.

Under State law services must be provided to the annexed areas. Since then the City has provided law enforcement, trash/recycling collection, street maintenance, planning, zoning, building, code enforcement, library, and other basic services. However, the City has not provided sanitary sewer services and it is now faced with providing this service by December 31, 2020. For informational purposes, water service is provided by the Aqua Water Supply Corporation and not the City.

This proposed Ordinance would dis-annex the areas shown in green cross-hatching on the attached map. The extraterritorial jurisdiction boundary changes are only shown for reference and is independent of the City limits.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: City staff recommends approval of the Ordinance.

ATTACHMENTS: Ordinance with Exhibits “A” and “B”, City limits and ETJ 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.

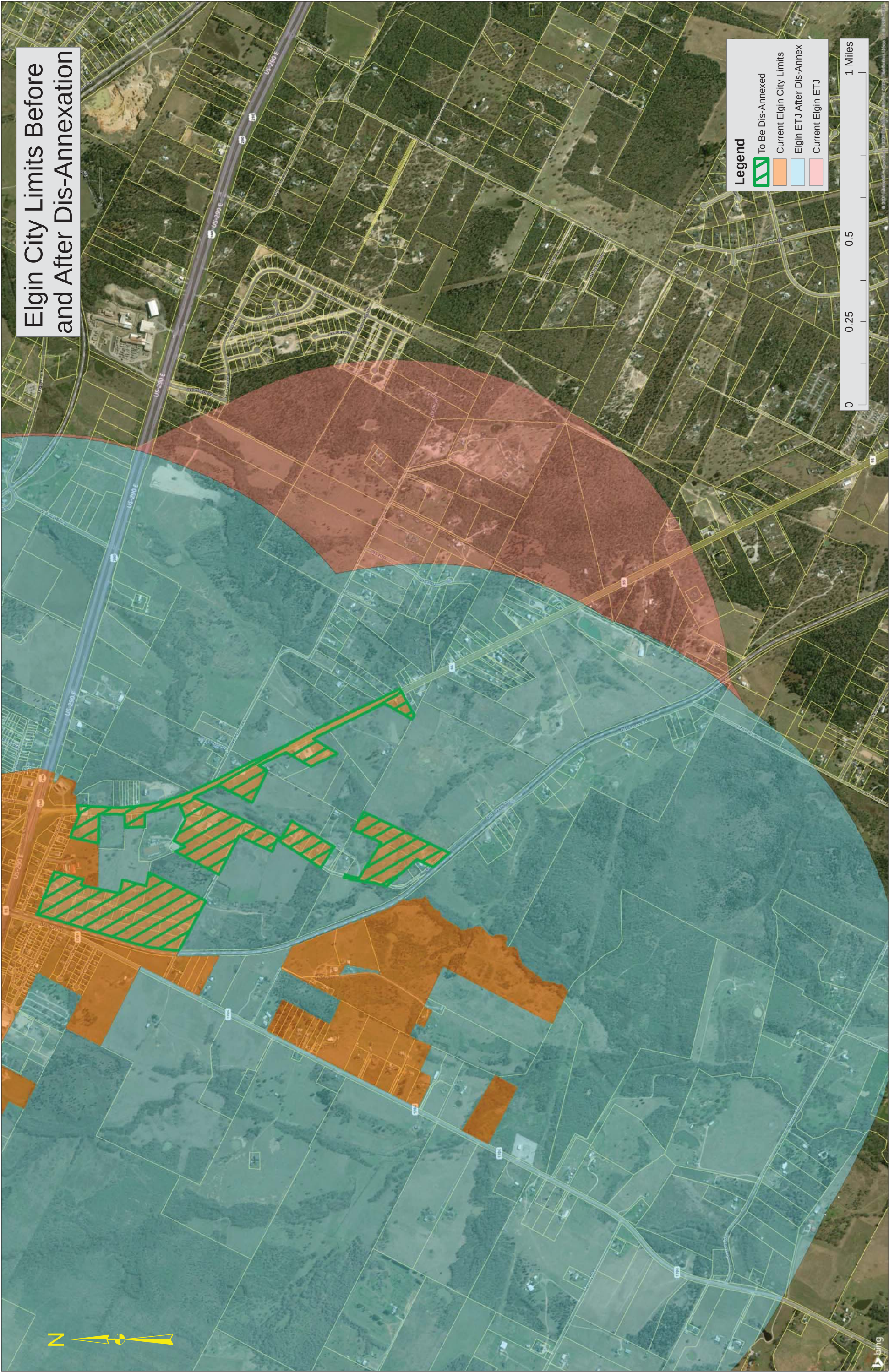
Elgin City Limits Before and After Dis-Annexation



Legend

- To Be Dis-Annexed
- Current Elgin City Limits
- Elgin ETJ After Dis-Annex
- Current Elgin ETJ

0 0.25 0.5 1 Miles



Ordinance No. 2020-03-03-??

An Ordinance of the City Council of the City of Elgin, Texas, providing for the disannexation of certain territory consisting of 131.19 acres in the Garretson Thomas Survey A178 and the Richard Young Survey A373 and adjacent roadways as described in Exhibits “A” thru “J” herein; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

WHEREAS, owners of the area proposed for disannexation requested disannexation of the area by the City of Elgin (“City”), pursuant to Local Government Code Section 43.142 and Article II of the City Charter; and

WHEREAS, all of the herein-described property lies within the municipal boundaries of the City; and

WHEREAS, all prerequisites of State law and the City Charter have been complied with;

Now, Therefore, be it ordained by the City Council of the City of Elgin, Texas that:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 2. The City Council hereby dis-annexes certain territory consisting of 131.19 acres in the Garretson Thomas Survey A178 and the Richard Young Survey A373 as described in Exhibits “A” thru “J” herein. The City’s official boundary map and the City Council Ward map shall be amended accordingly.

Section 3. The Property’s zoning classification will no longer be in effect. The City’s Official Zoning Map shall be amended accordingly.

Section 4. Upon disannexation of the Property, the City shall have no obligation to provide services to the Property.

Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

Section 6. The Mayor is hereby authorized to sign this Ordinance and the City Secretary to attest. This Ordinance shall become effective and be in full force and effect in accordance with the City Charter.

Section 7. The effective date of this Ordinance shall be January 1, 2020.

Passed and Approved on the 3rd day of March, 2020.

The City of Elgin:

Attest:

Chris Cannon, Mayor

Amelia Sanchez, City Secretary

FIELD NOTES

CITY OF ELGIN

SECTION 3A

42.94 - ACRE ANNEXATION

BEING 42.94 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 42.94 ACRES BEING COMPRISED OF TWENTY-ONE (21) ADJOINING AND ADJACENT TRACTS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the NORTH corner of the 0.48 acre Elliott, David B tract;

THENCE, S 13°08'52" W, along the east boundary line of the 0.48 acre Elliott, David B tract, to the southeast corner on said tract, for a total distance of 471.47 feet;

THENCE, N 75°24'25" W, along the south boundary line of the 0.48 acre Elliott, David B tract, to the southwest corner on said tract, for a total distance of 89.38 feet;

THENCE, S 13°38'23" W, along the east boundary line of the 1.00 acre Vincent, Larry Koi tract, to a point on the north boundary line of the 3.82 acre Helmenstein, Volkmar tract, for a total distance of 603.53 feet;

THENCE, S 77°22'07" E, along the north boundary line of the 3.82 acre Helmenstein, Volkmar tract, to the northeast corner on said tract, for a total distance of 222.56 feet;

THENCE, S 14°54'19" W, along the east boundary line of the 3.82 acre Helmenstein, Volkmar tract, to the southeast corner on said tract, for a total distance of 387.26 feet;

THENCE, S 77°35'56" E, along the north boundary line of the 10.74 acre Volkmar, Chandra and Marcus Ward tract, to the northeast corner on said tract, for a total distance of 218.86 feet;

THENCE, S 26°06'40" W, along the east boundary line of the 3.82 acre Helmenstein, Volkmar tract, to the southeast corner on said tract, for a total distance of 959.40 feet;

THENCE, N 62°33'32" W, along the south boundary line of the 3.82 acre Helmenstein, Volkmar tract, to the southwest corner on said tract, for a total distance of 450.33 feet;

THENCE, N 13°57'34" E, along the west boundary line of the 3.82 acre Helmenstein, Volkmar tract, to a point on the south boundary line of the 2.45 acre Loreda, Juan and Rosa tract, for a total distance of 1868.13 feet;

THENCE, N 66°28'23" W, along the south boundary line of the 2.45 acre Loreda, Juan and Rosa tract, to the northeast corner of the 2.96 acre Suazo, Alejandro and Octavia tract, for a total distance of 240.49 feet;

THENCE, S 15°09'14" W, along the east boundary line of the 2.96 acre Suazo, Alejandro and Octavia tract, to the northwest corner of the 1.00 acre Thomas, Mary tract, for a total distance of 27.37 feet;

THENCE, S 67°13'47" E, along the north boundary line of 1.00 acre Thomas, Mary tract, to the northeast corner on said tract, for a total distance of 207.42 feet;

THENCE, S 13°32'32" W, along the east boundary line of 1.00 acre Thomas, Mary tract, to the southeast corner of the 2.05 acre Resendez, Isreal Douglas tract, for a total distance of 1844.67 feet;

THENCE, N 62°17'01" W, along the south boundary line of 2.05 acre Resendez, Isreal Douglas tract, to the southwest corner of the 6.00 acre Cara, Ruby tract, for a total distance of 438.84 feet;

THENCE, along a curve with radius 2652.54 feet and an arc length of 693.99 feet and whose chord bears N 8°56'50" E, along the west boundary line of the 6.00 acre Cara, Ruby tract, to a point on said tract;

THENCE, N 16°29'49" E, along the west boundary line of 6.00 acre Cara, Ruby tract, to the northwest corner of the 0.64 acre Ramirez, Patricia E tract, for a total distance of 1601.31 feet;

THENCE, S 66°58'18" E, along the north boundary line of 0.64 acre Ramirez, Patricia E tract, to the north corner of the 0.84 acre Elliott, David B tract, for a total distance of 728.56 feet to the Point of Beginning containing 42.94 acres.

FIELD NOTES

CITY OF ELGIN

SECTION 3B

3.40 - ACRE ANNEXATION

BEING 3.40 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 3.40 ACRES BEING SOLELY COMPRISED OF ADJACENT TRACT TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the NORTHEAST corner of the 3.40 acre Seventh Day Adventist tract;

THENCE, N 65°51'15" W, along the north boundary line of the 3.40 acre Seventh Day Adventist tract, to the north corner on said tract, for a total distance of 351.60 feet;

THENCE, S 11°35'16" W, along the north boundary line of the 3.40 acre Seventh Day Adventist tract, to the north corner on said tract, for a total distance of 10.03 feet;

THENCE, N 66°36'23" W, along the north boundary line of the 3.40 acre Seventh Day Adventist tract, to the northwest corner on said tract, for a total distance of 43.76 feet;

THENCE, S 11°17'15" W, along the west boundary line of the 3.40 acre Seventh Day Adventist tract, to the southwest corner on said tract, for a total distance of 453.80 feet;

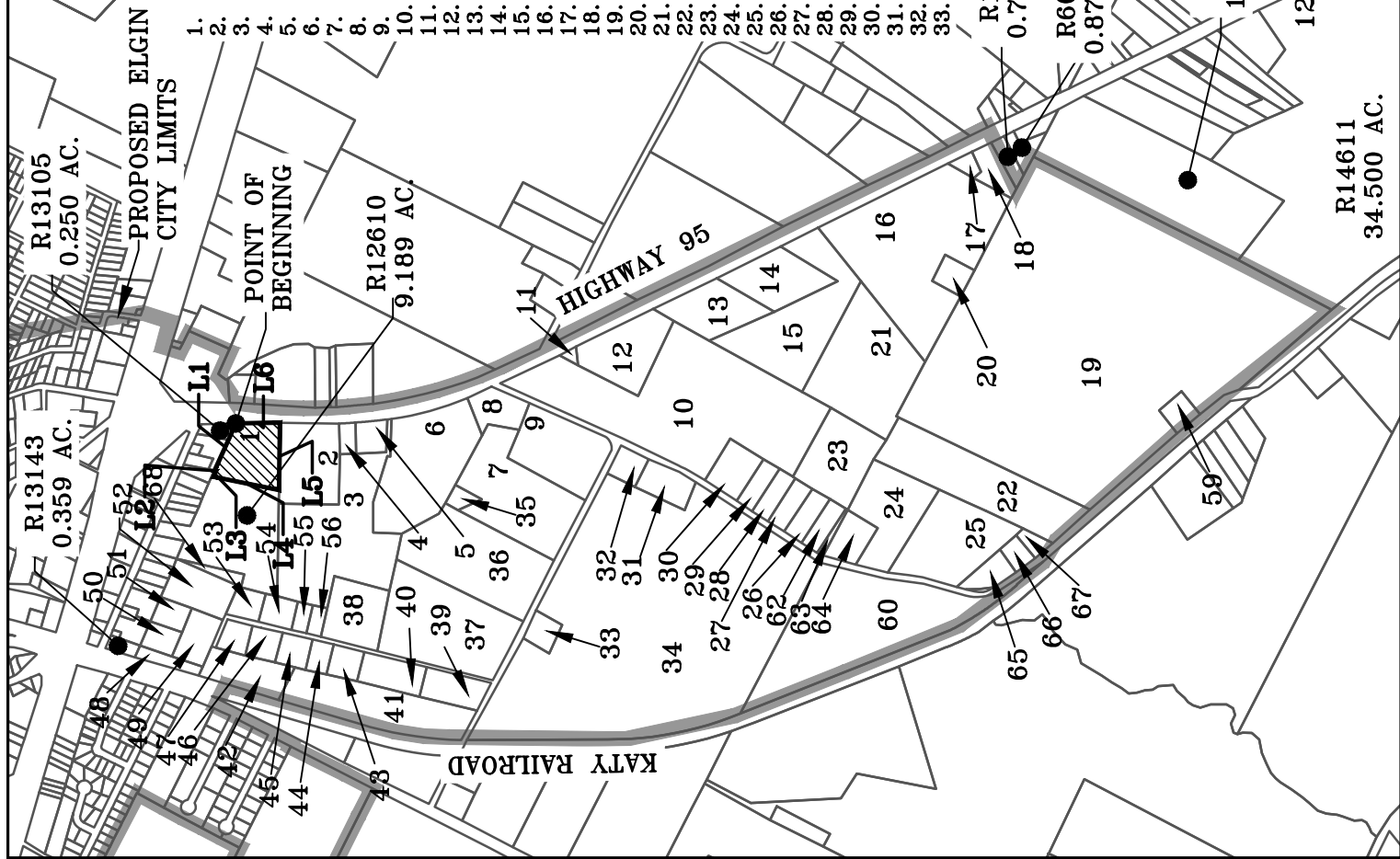
THENCE, S 89°10'10" E, along the south boundary line of the 3.40 acre Seventh Day Adventist tract, to the southeast corner on said tract, for a total distance of 456.73 feet;

THENCE, N 0°55'30" W, along the east boundary line of the 3.40 acre Seventh Day Adventist tract, to the northeast corner on said tract, for a total distance of 300.30 feet to the Point of Beginning containing 3.40 acres.

CITY OF ELGIN
PROPOSED ANNEXATION
SECTION 3B

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	351.60'	N65° 51' 15"W
L2	10.03'	S11° 35' 16"W
L3	43.76'	N66° 36' 23"W
L4	453.80'	S11° 17' 15"W
L5	456.73'	S89° 10' 10"E
L6	300.30'	N0° 55' 30"W

1. R68959 3.40 AC.
2. R13033 5.00 AC.
3. R12933 12.41 AC.
4. R13249 0.50 AC.
5. R12991 1.00 AC.
6. R45539 10.57 AC.
7. R14817 9.50 AC.
8. R45322 1.83 AC.
9. R13227 6.74 AC.
10. R52471 25.00 AC.
11. R45233 0.31 AC.
12. R13255 5.75 AC.
13. R13265 4.00 AC.
14. R13199 4.19 AC.
15. R68771 9.72 AC.
16. R12927 19.00 AC.
17. R13025 1.00 AC.
18. R57301 1.38 AC.
19. R14617 99.00 AC.
20. R12929 1.00 AC.
21. R68935 10.75 AC.
22. R14554 10.11 AC.
23. R49323 5.41 AC.
24. R60988 5.70 AC.
25. R14644 7.01 AC.
26. R13253 1.07 AC.
27. R93237 1.07 AC.
28. R61502 1.00 AC.
29. R70375 1.00 AC.
30. R13251 2.00 AC.
31. R66605 1.71 AC.
32. R13097 1.00 AC.
33. R13171 1.00 AC.
34. R13173 61.34 AC.
35. R126246 0.50 AC.
36. R13175 10.21 AC.
37. R13241 10.74 AC.
38. R12943 3.82 AC.
39. R45352 2.05 AC.
40. R13123 2.00 AC.
41. R13211 6.00 AC.
42. R13119 2.80 AC.
43. R13195 1.00 AC.
44. R13189 0.63 AC.
45. R12907 1.00 AC.
46. R13191 1.00 AC.
47. R13193 1.00 AC.
48. R75629 0.64 AC.
49. R75630 1.73 AC.
50. R75632 1.12 AC.
51. R75630 1.11 AC.
52. R13169 2.45 AC.
53. R13231 1.00 AC.
54. R13083 1.00 AC.
55. R90033 0.50 AC.
56. R13039 0.51 AC.
57. ROW 21.23 AC.
58. R14614 1.00 AC.
59. R14497 20.44 AC.
60. R103277 1.01 AC.
61. R63051 0.43 AC.
62. R14638 1.57 AC.
63. R69877 1.30 AC.
64. R10724 0.70 AC.
65. R14653 0.43 AC.
66. R19836 0.48 AC.



PROPOSED
ELGIN ETJ

APRIL 2015



TRC ENGINEERS, INC.
505 E. HURLAND AVE. STE. 200 AUSTIN, TX 78752
TEL: (512) 454-1170 FAX: (512) 454-8716

FIELD NOTES

CITY OF ELGIN

SECTION 3C

1.50 - ACRE ANNEXATION

BEING 1.50 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 1.50 ACRES BEING COMPRISED OF TWO (2) TRACTS ADJOINING AND ADJACENT TRACTS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the NORTHWEST corner of the 0.50 acre Williams, Johnnie tract;

THENCE, S 2°38'48" E, along the west boundary line of the 0.50 acre Williams, Johnnie tract, to the southwest corner of the 1.00 acre Garza, John tract, for a total distance of 313.21 feet;

THENCE, S 87°57'40" E, along the south boundary line of the 1.00 acre Garza, John tract, to the southeast corner on said tract, for a total distance of 223.25 feet;

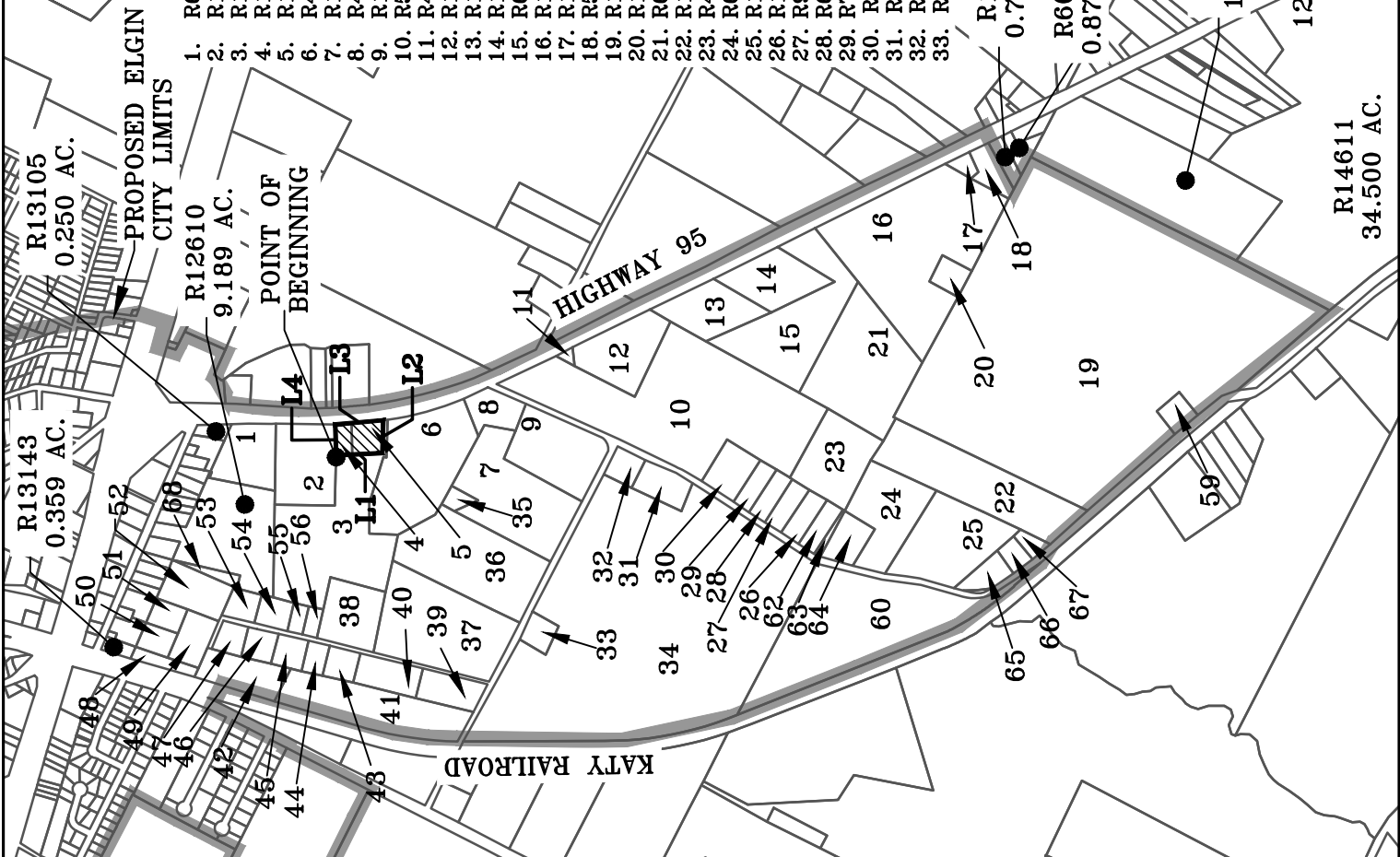
THENCE, N 4°59'50" W, along the east boundary line of the 1.00 acre Garza, John tract, to the northeast corner of the 0.50 acre Williams, Johnnie tract, for a total distance of 328.06 feet;

THENCE, S 88°21'20" W, along the north boundary line of the 0.50 acre Williams, Johnnie tract, to the northwest corner of said tract, for a total distance of 209.09 feet to the Point of Beginning containing 1.50 acres.

CITY OF ELGIN
PROPOSED ANNEXATION
SECTION 3C

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	313.21'	S2° 38' 48"E
L2	223.25'	S87° 57' 40"E
L3	328.06'	N4° 59' 50"W
L4	209.09'	S88° 21' 20"W

- 1. R68959 3.40 AC.
- 2. R13033 5.00 AC.
- 3. R12933 12.41 AC.
- 4. R13249 0.50 AC.
- 5. R12991 1.00 AC.
- 6. R45339 10.57 AC.
- 7. R14817 9.50 AC.
- 8. R45322 1.83 AC.
- 9. R13227 6.74 AC.
- 10. R52471 25.00 AC.
- 11. R45233 0.31 AC.
- 12. R13255 5.75 AC.
- 13. R13265 4.00 AC.
- 14. R13199 4.19 AC.
- 15. R68771 9.72 AC.
- 16. R12927 19.00 AC.
- 17. R13025 1.00 AC.
- 18. R57301 1.38 AC.
- 19. R14617 99.00 AC.
- 20. R12929 1.00 AC.
- 21. R68935 10.75 AC.
- 22. R14554 10.11 AC.
- 23. R49323 5.41 AC.
- 24. R60988 5.70 AC.
- 25. R14644 7.01 AC.
- 26. R13253 1.07 AC.
- 27. R93237 1.07 AC.
- 28. R61502 1.00 AC.
- 29. R70375 1.00 AC.
- 30. R13251 2.00 AC.
- 31. R66605 1.71 AC.
- 32. R13097 1.00 AC.
- 33. R13171 1.00 AC.
- 34. R13173 61.34 AC.
- 35. R126246 0.50 AC.
- 36. R13175 10.21 AC.
- 37. R13241 10.74 AC.
- 38. R12943 3.82 AC.
- 39. R45352 2.05 AC.
- 40. R13123 2.00 AC.
- 41. R13211 6.00 AC.
- 42. R13119 2.80 AC.
- 43. R13195 1.00 AC.
- 44. R13189 0.63 AC.
- 45. R12907 1.00 AC.
- 46. R13191 1.00 AC.
- 47. R13193 1.00 AC.
- 48. R75629 0.64 AC.
- 49. R75633 1.73 AC.
- 50. R75630 1.11 AC.
- 51. R75632 1.12 AC.
- 52. R13169 2.45 AC.
- 53. R13231 1.00 AC.
- 54. R13083 1.00 AC.
- 55. R90033 0.50 AC.
- 56. R13039 0.51 AC.
- 57. ROW 21.23 AC.
- 59. R14614 1.00 AC.
- 60. R14497 20.44 AC.
- 62. R103277 1.01 AC.
- 63. R63051 0.43 AC.
- 64. R14638 1.57 AC.
- 65. R69877 1.30 AC.
- 66. R110724 0.70 AC.
- 67. R14653 0.43 AC.
- 68. R119836 0.48 AC.



FIELD NOTES

CITY OF ELGIN

SECTION 3D

18.07 - ACRE ANNEXATION

BEING 18.07 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 18.07 ACRES BEING COMPRISED OF THREE (3) ADJOINING AND ADJACENT TRACTS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the SOUTHWEST corner of the 9.50 acre Veterans of Foreign Wars tract;

THENCE, N 27°42'58" E, along the west boundary line of the 9.50 acre Veterans of Foreign Wars tract, to the lower northwest corner of said tract, for a total distance of 735.75 feet;

THENCE, S 24°30'19" E, along the northwest boundary line of the 9.50 acre Veterans of Foreign Wars tract, to the corner of said tract, for a total distance of 177.71 feet;

THENCE, N 28°41'55" E, along the boundary line of the 9.50 acre Veterans of Foreign Wars tract, to the far northwest corner of said tract, for a total distance of 206.48 feet;

THENCE, S 61°22'59" E, along the north boundary line of the 9.50 acre Veterans of Foreign Wars tract, to the west corner of the 1.83 acre Elgin FFA Chapter tract, for a total distance of 381.56 feet;

THENCE, N 68°33'57" E, along the northwest boundary line of the 1.83 acre Elgin FFA Chapter tract, to the north corner of said tract, for a total distance of 274.52 feet;

THENCE, S 24°50'55" E, along the northeast boundary line of the 1.83 acre Elgin FFA Chapter tract, to the east corner of said tract, for a total distance of 181.79 feet;

THENCE, S 23°46'09" W, along the east boundary line of the 1.83 acre Elgin FFA Chapter tract, to a point on the southeast boundary of the 6.74 acre Veterans of Foreign Wars Post #6115, for a total distance of 842.07 feet;

THENCE, along a curve with radius 91.35 feet and an arc length of 108.48 feet and whose chord bears S 63°56'47" W, along the south boundary line of the 6.74 acre Veterans of Foreign Wars Post #6115 tract to a point on said tract;

THENCE, N 62°24'59" W, along the southwest boundary line of the 6.74 Veterans of Foreign Wars Post #6115 tract, to the southwest corner of the 9.50 acre Veterans of Foreign Wars tract, for a total distance of 846.97 feet to the Point of Beginning containing 18.07 acres.

CITY OF ELGIN
PROPOSED ANNEXATION
SECTION 3D

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	735.75'	N27° 42' 58"E
L2	177.71'	S24° 30' 19"E
L3	206.48'	N28° 41' 55"E
L4	381.56'	S61° 22' 59"E
L5	274.52'	N68° 33' 57"E
L6	181.79'	S24° 50' 55"E
L7	842.07'	S23° 46' 09"W
L9	846.97'	N62° 24' 59"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	108.48'	91.35'	68.04°

PROPOSED
ELGIN ETJ

APRIL 2015



TRC ENGINEERS, INC.
505 E. HURLAND AVE., SUITE 100
AUSTIN, TEXAS 78752
(512) 454-8716

PROPOSED ELGIN
CITY LIMITS

1. R68959 3.40 AC.
2. R13033 5.00 AC.
3. R12933 12.41 AC.
4. R13249 0.50 AC.
5. R12991 1.00 AC.
6. R45539 10.57 AC.
7. R14817 9.50 AC.
8. R45322 1.83 AC.
9. R13227 6.74 AC.
10. R52471 25.00 AC.
11. R45233 0.31 AC.
12. R13255 5.75 AC.
13. R13265 4.00 AC.
14. R13199 4.19 AC.
15. R68771 9.72 AC.
16. R12927 19.00 AC.
17. R13025 1.00 AC.
18. R57301 1.38 AC.
19. R14617 99.00 AC.
20. R12929 1.00 AC.
21. R68935 10.75 AC.
22. R14554 10.11 AC.
23. R49323 5.41 AC.
24. R60988 5.70 AC.
25. R14644 7.01 AC.
26. R13253 1.07 AC.
27. R93237 1.07 AC.
28. R61502 1.00 AC.
29. R70375 1.00 AC.
30. R13251 2.00 AC.
31. R66605 1.71 AC.
32. R13097 1.00 AC.
33. R13171 1.00 AC.
34. R13173 61.34 AC.
35. R126246 0.50 AC.
36. R13175 10.21 AC.
37. R13241 10.74 AC.
38. R12943 3.82 AC.
39. R45352 2.05 AC.
40. R13123 2.00 AC.
41. R13211 6.00 AC.
42. R13119 2.80 AC.
43. R13195 1.00 AC.
44. R13189 0.63 AC.
45. R12907 1.00 AC.
46. R13191 1.00 AC.
47. R13193 1.00 AC.
48. R75629 0.64 AC.
49. R75633 1.73 AC.
50. R75630 1.11 AC.
51. R75632 1.12 AC.
52. R13169 2.45 AC.
53. R13231 1.00 AC.
54. R13083 1.00 AC.
55. R90033 0.50 AC.
56. R13039 0.51 AC.
57. ROW 21.23 AC.
59. R14614 1.00 AC.
60. R14497 20.44 AC.
62. R103277 1.01 AC.
63. R63051 0.43 AC.
64. R14638 1.57 AC.
65. R69877 1.30 AC.
66. R110724 0.70 AC.
67. R14653 0.43 AC.
68. R119836 0.48 AC.

POINT OF
BEGINNING

KATY RAILROAD

HIGHWAY 95

R14611
34.500 AC.

R14500
18.570 AC.

R13087
0.750 AC.

R60158
0.873 AC.

1" = 1200'

1200 600 0 1200 2400

FIELD NOTES

CITY OF ELGIN

SECTION 3E

6.06 - ACRE ANNEXATION

BEING 6.06 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 6.06 ACRES BEING COMPRISED OF TWO (2) ADJOINING AND ADJACENT TRACTS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the WEST corner of the 5.75 acre Wilson, Faye Evelyn tract;

THENCE, N 27°13'20" E, along the northwest boundary line of the 5.75 acre Wilson, Faye Evelyn tract, to the north corner of the 0.31 acre Garcia, Martha and Crispin tract, for a total distance of 601.30 feet;

THENCE, S 26°30'22" E, along the east boundary line of the 0.31 acre Garcia, Martha and Crispin tract, to the east corner of the 5.75 acre Wilson, Faye Evelyn tract, for a total distance of 710.39 feet;

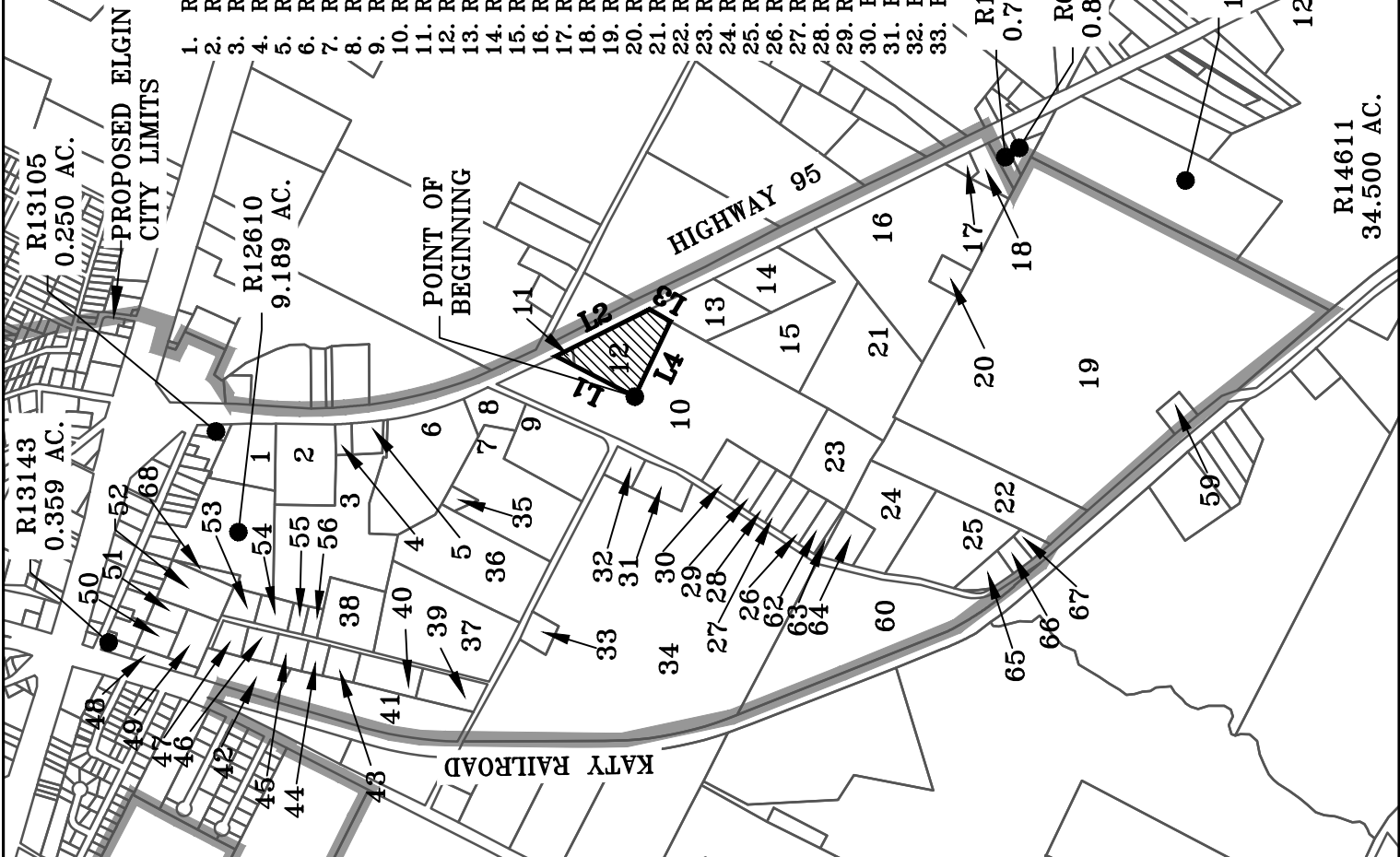
THENCE, S 30°24'26" W, along the southeast boundary line of the 5.75 acre Wilson, Faye Evelyn tract, to the south corner on said tract, for a total distance of 163.22 feet;

THENCE, N 64°36'45" W, along the southwest boundary line of the 5.75 acre Wilson, Faye Evelyn tract, to the west corner on said tract, for a total distance of 563.95 feet to the Point of Beginning containing 6.06 acres.

CITY OF ELGIN
PROPOSED ANNEXATION
SECTION 3E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	601.30'	N27° 13' 20"E
L2	710.39'	S26° 30' 22"E
L3	163.22'	S30° 24' 26"W
L4	563.95'	N64° 36' 45"W

- 1. R68959 3.40 AC.
- 2. R13033 5.00 AC.
- 3. R12933 12.41 AC.
- 4. R13249 0.50 AC.
- 5. R12991 1.00 AC.
- 6. R45539 10.57 AC.
- 7. R14817 9.50 AC.
- 8. R45322 1.83 AC.
- 9. R13227 6.74 AC.
- 10. R52471 25.00 AC.
- 11. R45233 0.31 AC.
- 12. R13255 5.75 AC.
- 13. R13265 4.00 AC.
- 14. R13199 4.19 AC.
- 15. R68771 9.72 AC.
- 16. R12927 19.00 AC.
- 17. R13025 1.00 AC.
- 18. R57301 1.38 AC.
- 19. R14617 99.00 AC.
- 20. R12929 1.00 AC.
- 21. R68935 10.75 AC.
- 22. R14554 10.11 AC.
- 23. R49323 5.41 AC.
- 24. R60988 5.70 AC.
- 25. R14644 7.01 AC.
- 26. R13253 1.07 AC.
- 27. R93237 1.07 AC.
- 28. R61502 1.00 AC.
- 29. R70375 1.00 AC.
- 30. R13251 2.00 AC.
- 31. R66605 1.71 AC.
- 32. R13097 1.00 AC.
- 33. R13171 1.00 AC.
- 34. R13173 61.34 AC.
- 35. R126246 0.50 AC.
- 36. R13175 10.21 AC.
- 37. R13241 10.74 AC.
- 38. R12943 3.82 AC.
- 39. R45352 2.05 AC.
- 40. R13123 2.00 AC.
- 41. R13211 6.00 AC.
- 42. R13119 2.80 AC.
- 43. R13195 1.00 AC.
- 44. R13189 0.63 AC.
- 45. R12907 1.00 AC.
- 46. R13191 1.00 AC.
- 47. R13193 1.00 AC.
- 48. R75629 0.64 AC.
- 49. R75633 1.73 AC.
- 50. R75630 1.11 AC.
- 51. R75632 1.12 AC.
- 52. R13169 2.45 AC.
- 53. R13231 1.00 AC.
- 54. R13083 1.00 AC.
- 55. R90033 0.50 AC.
- 56. R13039 0.51 AC.
- 57. ROW 21.23 AC.
- 59. R14614 1.00 AC.
- 60. R14497 20.44 AC.
- 62. R103277 1.01 AC.
- 63. R63051 0.43 AC.
- 64. R14638 1.57 AC.
- 65. R69877 1.30 AC.
- 66. R110724 0.70 AC.
- 67. R14653 0.43 AC.
- 68. R119836 0.48 AC.



FIELD NOTES

CITY OF ELGIN

SECTION 3F

4.19 - ACRE ANNEXATION

BEING 4.19 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 4.19 ACRES BEING COMPRISED SOLELY OF ADJACENT TRACT TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the WEST corner of the 4.19 acre Bombshell Speed and Custom LLC tract;

THENCE, S 25°35'53" E, along the southwest boundary line of the 4.19 acre Bombshell Speed and Custom LLC tract, to the south corner of said tract, for a total distance of 477.67 feet;

THENCE, N 31°22'44" E, along the southeast boundary line of the 4.19 acre Bombshell Speed and Custom LLC tract, to the east corner of said tract, for a total distance of 455.19 feet;

THENCE, N 26°27'59" W, along the northeast boundary line of the 4.19 acre Bombshell Speed and Custom LLC tract, to the north corner of said tract, for a total distance of 483.95 feet;

THENCE, S 30°12'41" W, along the northwest boundary line of the 4.19 acre Bombshell Speed and Custom LLC tract, to the west corner of said tract, for a total distance of 452.53 feet to the Point of Beginning containing 4.19 acres.

CITY OF ELGIN
PROPOSED ANNEXATION
SECTION 3F

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	477.67'	S25° 35' 53"E
L2	455.19'	N31° 22' 44"E
L3	483.95'	N26° 27' 59"W
L4	452.53'	S30° 12' 41"W

1. R68959 3.40 AC.

2. R13033 5.00 AC.

3. R12933 12.41 AC.

4. R13249 0.50 AC.

5. R12991 1.00 AC.

6. R45539 10.57 AC.

7. R14817 9.50 AC.

8. R45322 1.83 AC.

9. R13227 6.74 AC.

10. R52471 25.00 AC.

11. R45233 0.31 AC.

12. R13255 5.75 AC.

13. R13265 4.00 AC.

14. R13199 4.19 AC.

15. R68771 9.72 AC.

16. R12927 19.00 AC.

17. R13025 1.00 AC.

18. R57301 1.38 AC.

19. R14617 99.00 AC.

20. R12929 1.00 AC.

21. R68935 10.75 AC.

22. R14554 10.11 AC.

23. R49323 5.41 AC.

24. R60988 5.70 AC.

25. R14644 7.01 AC.

26. R13253 1.07 AC.

27. R93237 1.07 AC.

28. R61502 1.00 AC.

29. R70375 1.00 AC.

30. R13251 2.00 AC.

31. R66605 1.71 AC.

32. R13097 1.00 AC.

33. R13171 1.00 AC.
34. R13173 61.34 AC.

35. R126246 0.50 AC.

36. R13175 10.21 AC.

37. R13241 10.74 AC.

38. R12943 3.82 AC.

39. R45352 2.05 AC.

40. R13123 2.00 AC.

41. R13211 6.00 AC.

42. R13119 2.80 AC.

43. R13195 1.00 AC.

44. R13189 0.63 AC.

45. R12907 1.00 AC.

46. R13191 1.00 AC.

47. R13193 1.00 AC.

48. R75629 0.64 AC.

48. R75633 1.73 AC.

50. R75630 1.11 AC.

51. R75632 1.12 AC.

52. R13169 2.45 AC.

53. R13231 1.00 AC.

54. R13083 1.00 AC.

55. R90033 0.50 AC.

56. R13039 0.51 AC.

57. ROW 21.23 AC.

59. R14614 1.00 AC.

60. R14497 20.44 AC.

62. R103277 1.01 AC.

63. R63051 0.43 AC.

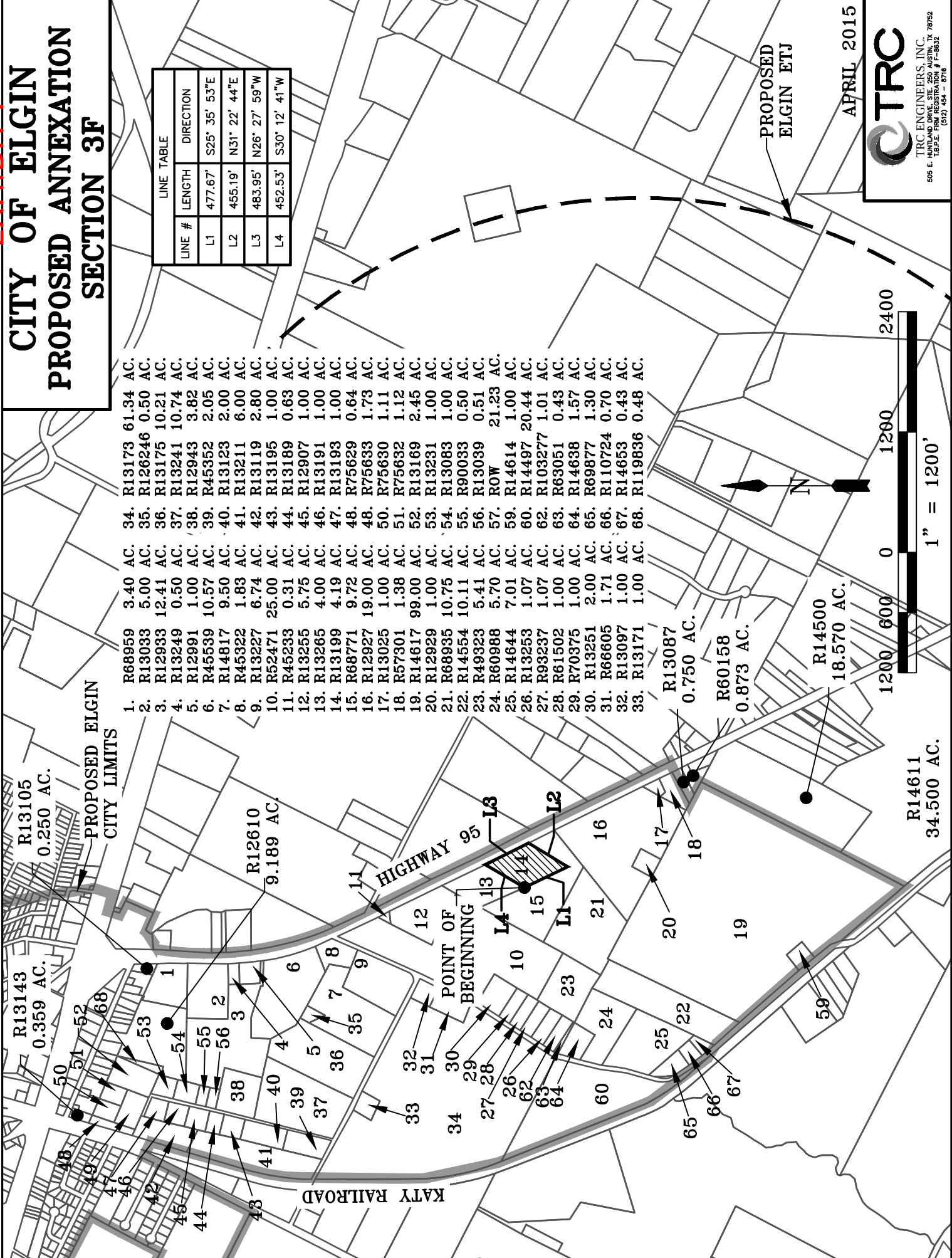
64. R14638 1.57 AC.

65. R69877 1.30 AC.

66. R110724 0.70 AC.

67. R14653 0.43 AC.

68. R119836 0.48 AC.



FIELD NOTES

CITY OF ELGIN

SECTION 3G

2.38 - ACRE ANNEXATION

BEING 2.38 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 2.38 ACRES BEING COMPRISED OF TWO (2) ADJOINING AND ADJACENT TRACTS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the WEST corner of the 1.38 acre Davis, Kenneth W tract;

THENCE, N 28°45'28" E, along the northwest boundary line of the 1.38 acre Davis, Kenneth W tract, to the north corner of the 1.00 acre Hawkins, Mattie Lee tract, for a total distance of 493.88 feet;

THENCE, S 25°50'00" E, along the northeast boundary line of the 1.00 acre Hawkins, Mattie Lee tract, to the east corner of the 1.38 acre Davis, Kenneth W tract, for a total distance 326.52 feet;

THENCE, S 61°11'06" W, along the southeast boundary line of the 1.38 acre Davis, Kenneth W tract, to the south corner on said tract, for a total distance of 360.42 feet;

THENCE, N 61°14'32" W, along the southwest boundary line of the 1.38 acre Davis, Kenneth W tract, to the west corner on said tract, for a total distance of 72.86 feet to the Point of Beginning containing 2.38 acres.

CITY OF ELGIN
PROPOSED ANNEXATION
SECTION 3G

LINE TABLE	
LINE #	DIRECTION
L1	N28° 45' 28"E
L2	S25° 50' 00"E
L3	S61° 11' 06"W
L4	N61° 14' 32"W

1. R68959 3.40 AC.

2. R13033 5.00 AC.

3. R12933 12.41 AC.

4. R13249 0.50 AC.

5. R12991 1.00 AC.

6. R45539 10.57 AC.

7. R14817 9.50 AC.

8. R45322 1.83 AC.

9. R13227 6.74 AC.

10. R52471 25.00 AC.

11. R45233 0.31 AC.

12. R13255 5.75 AC.

13. R13265 4.00 AC.

14. R13199 4.19 AC.

15. R68771 9.72 AC.

16. R12927 19.00 AC.

17. R13025 1.00 AC.

18. R57301 1.38 AC.

19. R14617 99.00 AC.

20. R12929 1.00 AC.

21. R68935 10.75 AC.

22. R14554 10.11 AC.

23. R49323 5.41 AC.

24. R60988 5.70 AC.

25. R14644 7.01 AC.

26. R13253 1.07 AC.

27. R93237 1.07 AC.

28. R61502 1.00 AC.

29. R70375 1.00 AC.

30. R13251 2.00 AC.

31. R66605 1.71 AC.

32. R13097 1.00 AC.

33. R13171 1.00 AC.
34. R13173 61.34 AC.

35. R126246 0.50 AC.

36. R13175 10.21 AC.

37. R13241 10.74 AC.

38. R12943 3.82 AC.

39. R45352 2.05 AC.

40. R13123 2.00 AC.

41. R13211 6.00 AC.

42. R13119 2.80 AC.

43. R13195 1.00 AC.

44. R13189 0.63 AC.

45. R12907 1.00 AC.

46. R13191 1.00 AC.

47. R13193 1.00 AC.

48. R75629 0.64 AC.

49. R75633 1.73 AC.

50. R75630 1.11 AC.

51. R75632 1.12 AC.

52. R13169 2.45 AC.

53. R13231 1.00 AC.

54. R13083 1.00 AC.

55. R90033 0.50 AC.

56. R13039 0.51 AC.

57. ROW 21.23 AC.

59. R14614 1.00 AC.

60. R14497 20.44 AC.

62. R103277 1.01 AC.

63. R63051 0.43 AC.

64. R14638 1.57 AC.

65. R69877 1.30 AC.

66. R110724 0.70 AC.

67. R14653 0.43 AC.

68. R119836 0.48 AC.

PROPOSED ELGIN
CITY LIMITS

HIGHWAY 95

KATY RAILROAD

POINT OF
BEGINNING

PROPOSED
ELGIN ETJ

APRIL 2015



TRC ENGINEERS, INC.
505 E. HURLAND AVE. STE. 1000 AUSTIN, TX 78752
TEL: 512.454.1100 FAX: 512.454.1101



FIELD NOTES

CITY OF ELGIN

SECTION 3H

19.56 - ACRE ANNEXATION

BEING 19.56 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 19.56 ACRES BEING COMPRISED OF FIVE (5) ADJOINING AND ADJACENT TRACTS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the NORTHEAST corner of the 10.11 acre Villa, Nectali G tract;

THENCE, S 25°42'38" W, along the east boundary line of the 10.11 acre Villa, Nectali G tract, to the south corner on said tract, for a total distance of 1443.68 feet;

THENCE, N 41°26'30" W, along the southwest boundary line of the 10.11 acre Villa, Nectali G tract, to the west corner of the 0.44 acre Joiner, Brenda S tract, for a total distance of 498.75 feet;

THENCE, N 35°29'44" W, along the southwest boundary line of the 0.44 acre Joiner, Brenda S tract, to a point on the boundary line of the 1.30 acre Saucedo, Elicia tract, for a total distance of 341.38 feet;

THENCE, along a curve with radius 209.76 feet and an arc length of 200.36 feet and whose chord bears N 4°19'05" W, along the east right of way line of Old Sayers Road to a point on the 1.30 acre Saucedo, Elicia tract;

THENCE, N 15°44'07" E, along the Northwest boundary line of the 1.30 acre Saucedo, Elicia tract, to a point on the northwest boundary line of the 7.01 acre Saucedo, Elicia tract, for a total distance of 304.48 feet;

THENCE, N 7°36'49" E, along the Northwest boundary line of the 7.01 acre Saucedo, Elicia tract, to the northwest corner on said tract, for a total distance of 240.74 feet;

THENCE, S 58°14'25" E, along the Northeast boundary line of the 7.01 acre Saucedo, Elicia tract, to the east corner on said tract, for a total distance of 665.02 feet;

THENCE, N 24°47'22" E, along the Northwest boundary line of the 10.11 acre Villa, Nectali G tract, to the northwest corner on said tract, for a total distance of 490.06 feet;

THENCE, S 59°05'28" E, along the North boundary line of the 10.11 acre Villa, Nectali G tract, to the northeast corner on said tract, for a total distance of 330.73 feet to the Point of Beginning containing 19.56 acres;



FIELD NOTES

CITY OF ELGIN

SECTION 31

9.15 - ACRE ANNEXATION

BEING 9.15 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 9.15 ACRES BEING COMPRISED OF EIGHT (8) ADJOINING AND ADJACENT TRACTS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the NORTH corner of the 2.00 acre Pruneda, Ernestino and Paula tract;

THENCE, S 58°21'07" E, along the northeast boundary line of the 2.00 acre Pruneda, Ernestino and Paula tract, to the east corner on said tract, for a total distance of 329.66 feet;

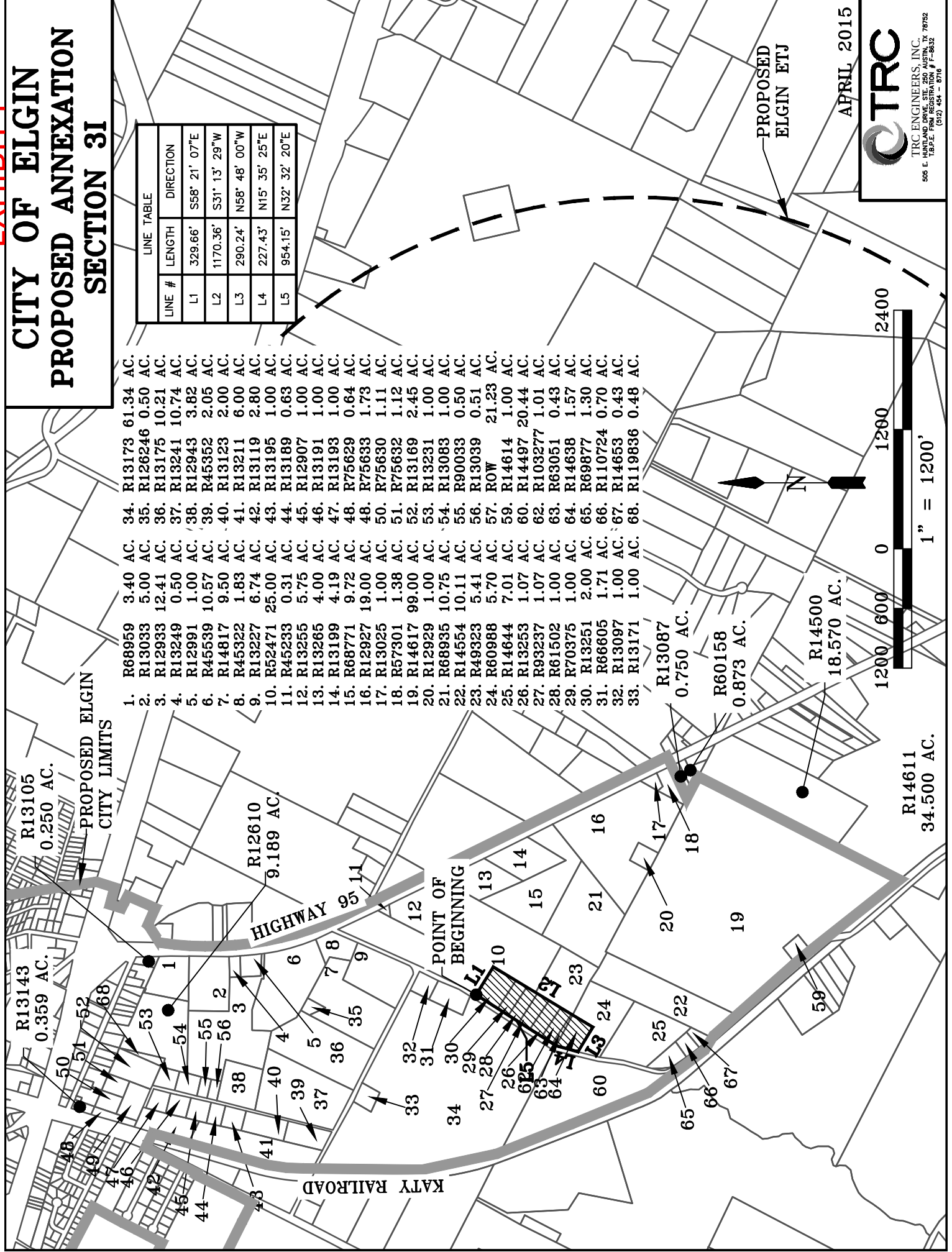
THENCE, S 31°13'29" W, along the east boundary line of the 2.00 acre Pruneda, Ernestino and Paula tract, to the south corner of the 1.58 acre Hernandez, Pete tract, for a total distance of 1170.36 feet;

THENCE, N 58°48'00" W, along the south boundary line of the 1.58 acre Hernandez, Pete tract, to the west corner on said tract, for a total distance of 290.24 feet;

THENCE, N 15°35'25" E, along the west boundary line of the 1.58 acre Hernandez, Pete tract, to the northwest corner on said tract, for a total distance of 227.43 feet;

THENCE, N 32°32'20" E, along the northwest boundary line of the 1.02 acre Gonzalez, Francisco tract, to the north corner of the 2.00 acre Pruneda, Ernestino and Paula tract, for a total distance of 954.15 feet to the Point of Beginning containing 9.15 acres.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	329.66'	S58° 21' 07"E
L2	1170.36'	S31° 13' 29"W
L3	290.24'	N58° 48' 00"W
L4	227.43'	N15° 35' 25"E
L5	954.15'	N32° 32' 20"E



~~APRIL 2015~~



FIELD NOTES

CITY OF ELGIN

SECTION 3J

2.71 - ACRE ANNEXATION

BEING 2.71 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 2.71 ACRES BEING COMPRISED OF TWO (2) ADJOINING AND ADJACENT TRACTS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ELGIN AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the NORTH corner of the 1.00 acre Clements, Michael E and Jo Ann tract;

THENCE, S 63°08'25" E, along the north boundary line of the 1.00 acre Clements, Michael E and Jo Ann tract, to the east corner on said tract, for a total distance of 211.95 feet;

THENCE, S 24°31'43" W, along the east boundary line of the 1.00 acre Clements, Michael E and Jo Ann tract, to a point on the east boundary line of the 1.71 acre Freitag, Sandra S tract, for a total distance of 434.18 feet;

THENCE, S 31°55'25" W, along the east boundary line of the 1.71 acre Freitag, Sandra S tract, to the south corner on said tract, for a total distance of 131.62 feet;

THENCE, N 68°05'32" W, along the south boundary line of the 1.71 acre Freitag, Sandra S tract, to the southwest corner on said tract, for a total distance of 204.56 feet;

THENCE, N 25°27'49" E, along the northwest boundary line of the 1.71 acre Freitag, Sandra S tract, to the north corner of the 1.00 acre Clements, Michael E and Jo Ann tract, for a total distance of 582.77 feet to the Point of Beginning containing 2.71 acres.

CITY OF ELGIN
PROPOSED ANNEXATION
SECTION 3J

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	211.95'	S63° 08' 25"E
L2	434.18'	S24° 31' 43"W
L3	131.62'	S31° 55' 25"W
L4	204.56'	N68° 05' 32"W
L5	582.77'	N25° 27' 49"E

1. R68959 3.40 AC.

2. R13033 5.00 AC.

3. R12933 12.41 AC.

4. R13249 0.50 AC.

5. R12991 1.00 AC.

6. R45539 10.57 AC.

7. R14817 9.50 AC.

8. R45322 1.83 AC.

9. R13227 6.74 AC.

10. R52471 25.00 AC.

11. R45233 0.31 AC.

12. R13255 5.75 AC.

13. R13265 4.00 AC.

14. R13199 4.19 AC.

15. R68771 9.72 AC.

16. R12927 19.00 AC.

17. R13025 1.00 AC.

18. R57301 1.38 AC.

19. R14617 99.00 AC.

20. R12929 1.00 AC.

21. R68935 10.75 AC.

22. R14554 10.11 AC.

23. R49323 5.41 AC.

24. R60988 5.70 AC.

25. R14644 7.01 AC.

26. R13253 1.07 AC.

27. R93237 1.07 AC.

28. R61502 1.00 AC.

29. R70375 1.00 AC.

30. R13251 2.00 AC.

31. R66805 1.71 AC.

32. R13097 1.00 AC.

33. R13171 1.00 AC.
34. R13173 61.34 AC.

35. R126246 0.50 AC.

36. R13175 10.21 AC.

37. R13241 10.74 AC.

38. R12943 3.82 AC.

39. R45352 2.05 AC.

40. R13123 2.00 AC.

41. R13211 6.00 AC.

42. R13119 2.80 AC.

43. R13195 1.00 AC.

44. R13189 0.63 AC.

45. R12907 1.00 AC.

46. R13191 1.00 AC.

47. R13193 1.00 AC.

48. R75629 0.64 AC.

49. R75633 1.73 AC.

50. R75630 1.11 AC.

51. R75632 1.12 AC.

52. R13169 2.45 AC.

53. R13231 1.00 AC.

54. R13083 1.00 AC.

55. R90033 0.50 AC.

56. R13039 0.51 AC.

57. ROW 21.23 AC.

59. R14614 1.00 AC.

60. R14497 20.44 AC.

62. R103277 1.01 AC.

63. R63051 0.43 AC.

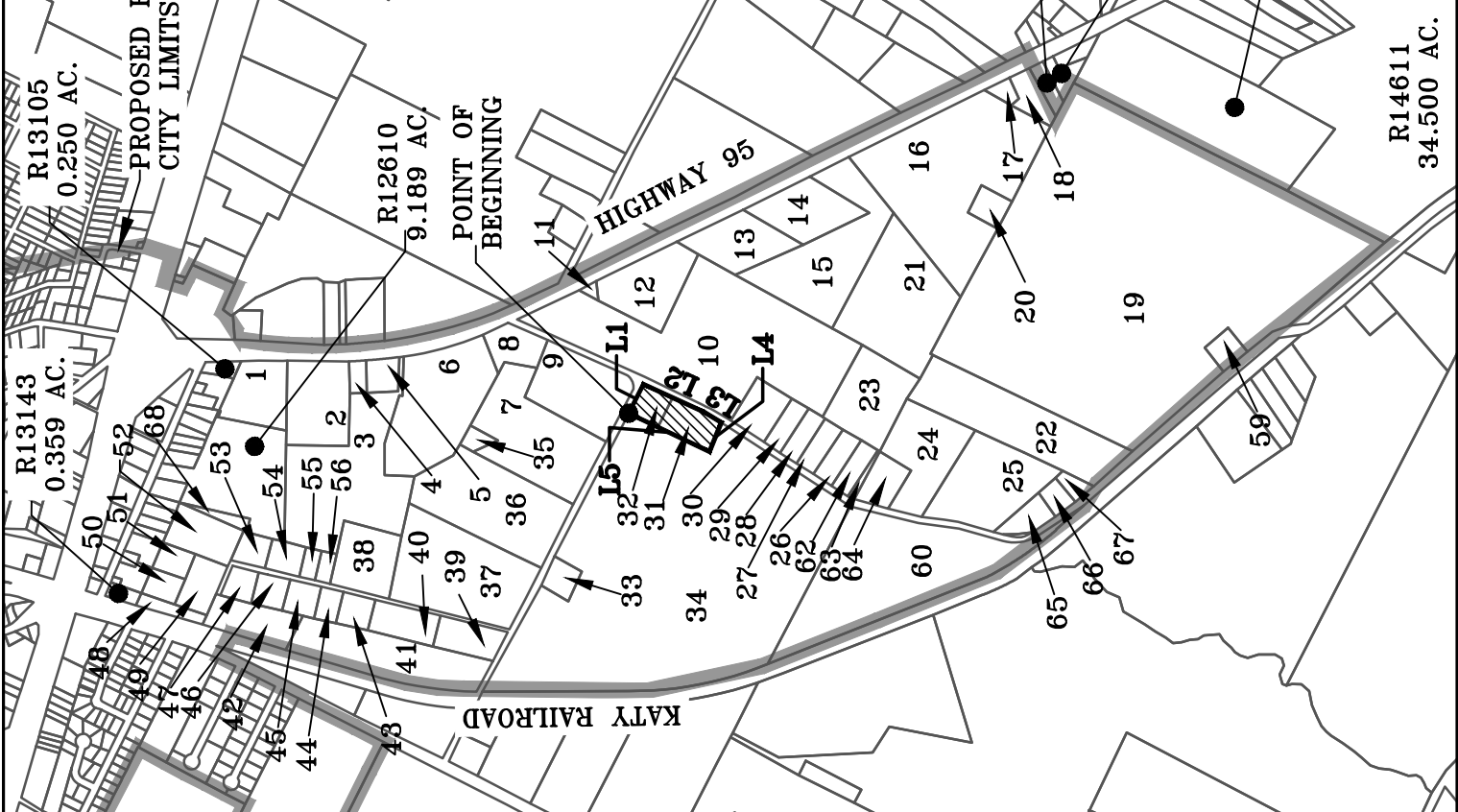
64. R14638 1.57 AC.

65. R69877 1.30 AC.

66. R110724 0.70 AC.

67. R14653 0.43 AC.

68. R119836 0.48 AC.



FIELD NOTES

CITY OF ELGIN

SECTION 3K

21.23 - ACRE ANNEXATION

BEING 21.23 ACRES OUT OF THE GARRETSON THOMAS SURVEY A178 AND THE RICHARD YOUNG SURVEY A373, BASTROP COUNTY, TEXAS; SAID 21.23 ACRES BEING COMPRISED OF THE OLD SAYERS ROAD, VFW ROAD AND HIGHWAY RIGHT-OF WAYS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a point in the NORTH right of way line of Ella Lane, same being the northeast corner of the 2.96 acre Suazo, Alejandro and Octavia tract;

THENCE, S $66^{\circ}13'15''$ E, along the north right of way line of Ella Lane, for a total distance of 240.68 feet to a point on said right of way;

THENCE, S $13^{\circ}57'34''$ W, along the east right of way line of Ella Lane, for a total distance of 1867.05 feet to a point on VFW Road;

THENCE, S $62^{\circ}40'36''$ E, along the north right of way line of VFW Road, for a total distance of 1760.80 feet to a point on said right of way;

THENCE, along a curve with radius 91.35 feet and an arc length of 108.48 feet and whose chord bears N $63^{\circ}56'47''$ E, along the west right of way of Old Sayers Road to a point on said right of way;

THENCE, N $23^{\circ}46'09''$ E, along the west right of way line of Old Sayers Road, for a total distance of 842.07 feet to a point on Highway 95;

THENCE, along a curve with radius 2281.36 feet and an arc length of 1075.45 feet and whose chord bears N $13^{\circ}37'27''$ W, along the west right of way of Highway 95 to a point on said right of way;

THENCE, along a curve with radius 171128.96 feet and an arc length of 745.77 feet and whose chord bears N $0^{\circ}00'20''$ E, along the west right of way of Highway 95 to a point on said right of way;

THENCE, S $89^{\circ}44'15''$ E, across the right of way line of Highway 95, for a total distance of 141.50 feet to a point on said right of way;

THENCE, S $3^{\circ}23'01''$ W, along the east right of way line of Highway 95, for a total distance of 584.20 feet to a point on said right of way;

THENCE, along a curve with radius 3091.76 feet and an arc length of 1257.05 feet and whose chord bears S $12^{\circ}01'07''$ E, along the east right of way of Highway 95 to a point on said right of way;

THENCE, S $26^{\circ}11'51''$ E, along the east right of way line of Highway 95, for a total distance of 3704.38 feet to a point on said right of way;

THENCE, S 64°12'45" W, across the right of way line of Highway 95, for a total distance of 102.32 feet to a point on said right of way;

THENCE, N 26°08'26" W, along the west right of way line of Highway 95, for a total distance of 3713.35 feet to a point on said right of way;

THENCE, S 24°13'55" W, along the east right of way line of Old Sayers Road, for a total distance of 911.06 feet to a point on said right of way;

THENCE, S 25°57'15" W, along the east right of way line of Old Sayers Road, for a total distance of 432.69 feet to a point on said right of way;

THENCE, S 32°12'37" W, along the east right of way line of Old Sayers Road, for a total distance of 1104.14 feet to a point on said right of way;

THENCE, S 25°04'24" W, along the east right of way line of Old Sayers Road, for a total distance of 45.38 feet to a point on said right of way;

THENCE, S 14°52'16" W, along the east right of way line of Old Sayers Road, for a total distance of 452.36 feet to a point on said right of way;

THENCE, S 7°36'49" W, along the east right of way line of Old Sayers Road, for a total distance of 240.74 feet to a point on said right of way;

THENCE, S 15°44'07" W, along the east right of way line of Old Sayers Road, for a total distance of 304.48 feet to a point on said right of way;

THENCE, along a curve with radius 195.50 feet and an arc length of 183.53 feet and whose chord bears S 1°15'36" E, along the east right of way of Old Sayers Road to a point on said right of way;

THENCE, S 34°30'48" E, along the east right of way line of Old Sayers Road, for a total distance of 200.48 feet to a point on said right of way;

THENCE, S 38°08'09" E, along the east right of way line of Old Sayers Road, for a total distance of 305.19 feet to a point on said right of way;

THENCE, S 49°03'26" W, across the right of way line of Old Sayers Road, for a total distance of 51.66 feet to a point on said right of way;

THENCE, N 40°56'34" W, along the west right of way line of Old Sayers Road, for a total distance of 120.27 feet to a point on said right of way;

THENCE, N 33°15'49" W, along the west right of way line of Old Sayers Road, for a total distance of 370.97 feet to a point on said right of way;

THENCE, along a curve with radius 310.32 feet and an arc length of 252.57 feet and whose chord bears N 4°18'37" W, along the west right of way of Old Sayers Road to a point on said right of way;

THENCE, N 15°51'25" E, along the west right of way line of Old Sayers Road, for a total distance of 267.17 feet to a point on said right of way;

THENCE, N 7°42'43" E, along the west right of way line of Old Sayers Road, for a total distance of 266.41 feet to a point on said right of way;

THENCE, N 13°42'04" E, along the west right of way line of Old Sayers Road, for a total distance of 455.97 feet to a point on said right of way;

THENCE, N 32°52'02" E, along the west right of way line of Old Sayers Road, for a total distance of 1134.62 feet to a point on said right of way;

THENCE, N 24°31'43" E, along the west right of way line of Old Sayers Road, for a total distance of 434.18 feet to a point on said right of way;

THENCE, N 62°43'07" W, along the south right of way line of VFW Road, for a total distance of 1261.02 feet to a point on said right of way;

THENCE, N 65°20'24" W, along the south right of way line of VFW Road, for a total distance of 208.52 feet to a point on said right of way;

THENCE, N 60°59'53" W, along the south right of way line of VFW Road, for a total distance of 791.32 feet to a point on said right of way;

THENCE, N 0°00'03" W, along the south right of way line of VFW Road, for a total distance of 37.36 feet to a point on said right of way;

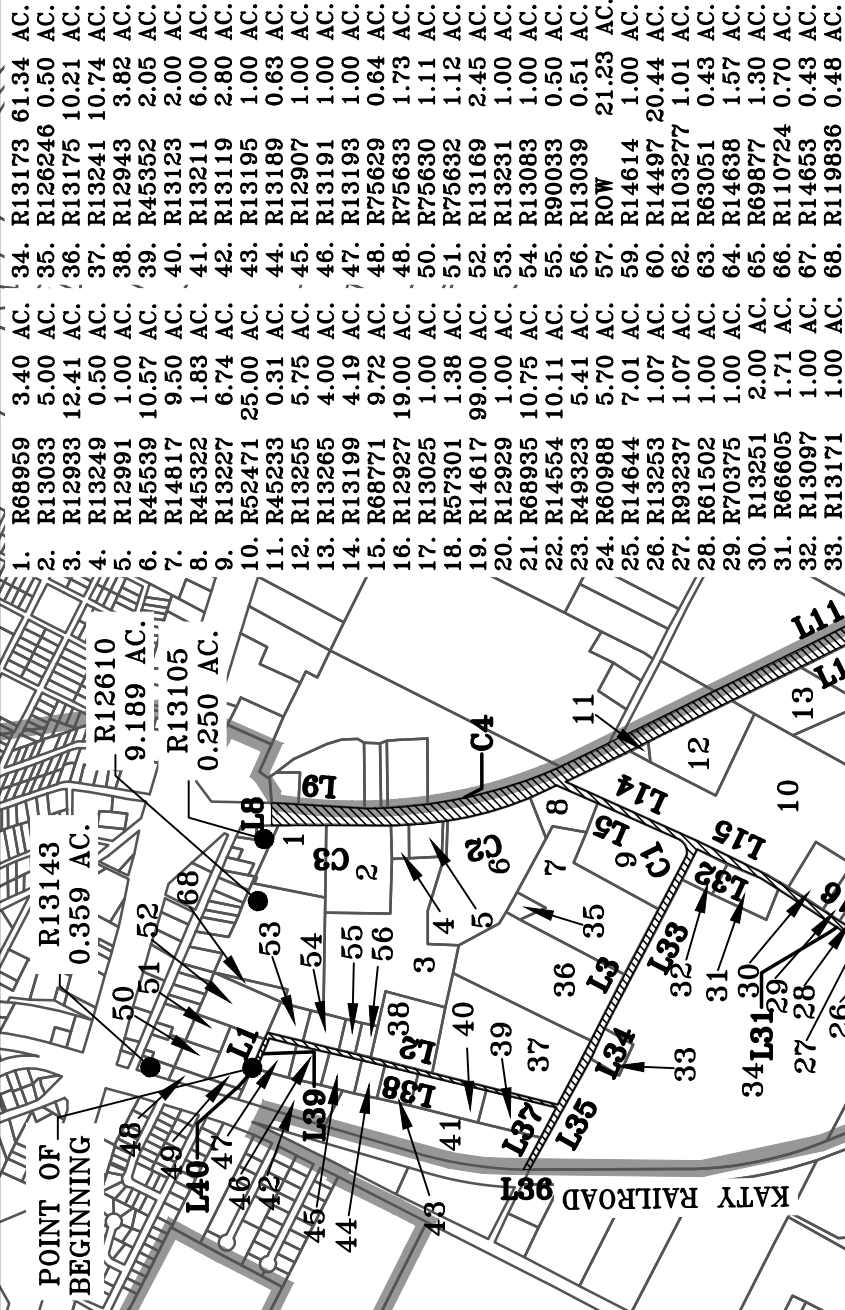
THENCE, S 62°17'01" E, along the north right of way line of VFW Road, for a total distance of 438.84 feet to a point on said right of way;

THENCE, N 13°32'32" E, along the west right of way line of Ella Lane, for a total distance of 1844.67 feet to a point on said right of way;

THENCE, N 67°13'47" W, along the west right of way line of Ella Lane, for a total distance of 207.42 feet to a point on said right of way;

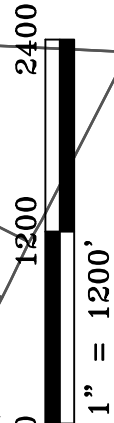
THENCE, N 15°09'14" E, along the east boundary line of the 2.96 acre Suazo, Alejandro and Octavia tract, to the northeast corner of said tract for a total distance of 27.37 feet to the Point of Beginning containing the 21.23 acres.

CITY OF ELGIN
PROPOSED ANNEXATION
SECTION 3K



LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	240.68'	S66° 13' 15"E	L26	370.97'	N33° 15' 49"W
L2	1867.05'	S13° 57' 34"W	L28	267.17'	N15° 51' 25"E
L3	1760.80'	S62° 40' 36"E	L29	266.41'	N7° 42' 43"E
L5	842.07'	N23° 46' 09"E	L30	455.97'	N13° 42' 04"E
L8	141.50'	S89° 44' 15"E	L31	1134.62'	N32° 52' 02"E
L9	584.20'	S3° 23' 01"W	L32	434.18'	N24° 31' 43"E
L11	3704.38'	S26° 11' 51"E	L33	1261.02'	N62° 43' 07"W
L12	102.32'	S64° 12' 45"W	L34	208.52'	N65° 20' 24"W
L13	3713.35'	N26° 08' 26"W	L35	791.32'	N60° 59' 53"W
L14	911.06'	S24° 13' 55"W	L36	37.36'	N0° 00' 03"W
L15	432.69'	S25° 57' 15"W	L37	438.84'	S62° 17' 01"E
L16	1104.14'	S32° 12' 37"W	L38	1844.67'	N13° 32' 32"E
L17	45.38'	S25° 04' 24"W	L39	207.42'	N67° 13' 47"W
L18	452.36'	S14° 52' 16"W	L40	27.37'	N15° 09' 14"E
L19	240.74'	S7° 36' 49"W			
L20	304.48'	S15° 44' 07"W			
L22	200.48'	S34° 30' 48"E			
L23	305.19'	S38° 08' 09"E			
L24	51.66'	S49° 03' 26"W			
L25	120.27'	N40° 56' 34"W			

CURVE TABLE				CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	108.48'	91.35'	68.04	C6	252.57'	310.32'	46.63
C2	1075.45'	2281.36'	27.01				
C3	745.77'	171128.96'	0.25				
C4	1257.05'	3091.76'	23.30				
C5	183.53'	195.50'	53.79				





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 OF AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE FM1704 WASTEWATER EXTENSION PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager/Utilities

PROPOSED ACTION: Approval of the Resolution authorizing an agreement with TRC Engineers Inc. for professional services related to the FM1704 Wastewater Extension Project.

BACKGROUND: In December of 2015, the City completed an annexation of certain real property located on the southeast side of town, with the total of all such property annexed being 131 acres that contained a variety of existing land uses.

Given the timing of the annexation, the City is now faced with issues related to the extension of wastewater services and achieving substantial compliance with applicable law by the end of calendar year 2020. In support of a staff recommendation, City Council previously authorized moving forward with a plan to de-annex those properties within “Area 3”, while extending wastewater services to those properties located within “Area 2”.

To that end, the City must first complete the design and engineering of the construction project to extend the City’s wastewater collection system to serve the properties located in “Area 2”; and staff is recommending the engagement of TRC Engineers Inc. at the total project cost of \$327,980.00 to complete this task.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution as presented authorizing the agreement with TRC Engineers Inc. for professional services and additional direction to staff by Council, if any, regarding same.

ATTACHMENTS: (1) Resolution, (2) TRC proposal, and (3) “Area 2” 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.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT
WITH TRC ENGINEERS INC. FOR PROFESSIONAL
ENGINEERING SERVICES RELATED TO THE FM1704
WASTEWATER EXTENSION PROJECT AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin, Texas annexed certain real property into the southeast portion of its corporate limits in 2015 and has provided full city services to said property at a level comparable to city services generally provided throughout the City, except for wastewater collection services; and

WHEREAS, the City is now desirous of extending and expanding its system in order to provide wastewater collection services to those properties included in said annexation; and

WHEREAS, the City has received a proposal from TRC Engineers Inc. for professional engineering services related to the design of the FM1704 Wastewater Extension Project.

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

Section 1. That the above recitals are true and correct; and the City Manager is hereby authorized to execute a Letter of Agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$279,790.00 related to the FM1704 Wastewater Extension Project, a copy of said Letter of Agreement being attached hereto and made part of this Resolution as if copied verbatim therein.

Section 2. Through the approval of this Resolution, the City Council does hereby acknowledge and agree that this item was not specifically included or approved within the *FY2019-20 City of Elgin Annual Operating Budget*; and that said budget will be amended at a future date to formally appropriate funds for this item. It is currently anticipated that said funding will come from Certificates of Obligation.

Section 3. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 3rd day of March, 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

February 10, 2020

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

**RE: City of Elgin FM 1704 Wastewater Extension
Engineering Services Proposal**

Dear Mr. Mattis:

TRC Engineers, Inc. (TRC) has prepared this Proposed Engineering Letter of Agreement for professional engineering services for the proposed FM 1704 Wastewater Extension to serve the area known as Annexation Area #2.

The project consists of approximately 6,250 linear feet of 8" and 12" wastewater gravity main, one new wastewater lift station, and 6,125 linear feet of 8" wastewater force main. The proposed improvements will extend wastewater service to recently annexed areas to the south of Elgin along FM 1704. The new wastewater facilities will collect by gravity main to a new lift station, and then discharge via force main into a new manhole on the existing 10" gravity wastewater main located on Terra Drive. The gravity wastewater main will begin approximately 500 feet south of Terra Dr at its intersection with FM 1704, and extend approximately 6,250 linear feet to the south along FM 1704, and across to the south of Little Sandy Creek. The proposed lift station will be located north of Little Sandy Creek and will allow gravity collection from the south of Little Sandy Creek.

TRC will perform the following Scope of Work:

SCOPE OF WORK

A. Preliminary Phase

1. Provide necessary field topographical data for the project limits. Research property ownership along the proposed gravity and force main alignments, and lift station site. The right of way will be determined based on monuments and record research.
2. Furnish the Owner preliminary data, including preliminary layouts and preliminary cost estimates.
3. Perform an investigation of the natural resources within the proposed project area to identify existing conditions and determine the presence of sensitive natural resources.
4. Perform a background review of existing and available data to determine the potential for protected species to occur within the project area.

5. Conduct a survey concurrent with the waters of the U.S. Delineation for T&E species habitat, vegetation communities, and other sensitive natural resources that may be present within or adjacent to the project area.
6. Perform a review to identify existing conditions and identify documented cultural resources within the area of potential effect that could potentially be impacted by the proposed work.

B. Design Phase

1. Prepare construction plans and specifications for the wastewater improvements project including the proposed 6,250 LF of 8" and 12" gravity wastewater main, one wastewater lift station, and 6,125 LF of 8" force main.
2. Prepare 20' temporary construction easement metes and bounds for ten (10) properties.
3. Prepare metes and bounds description and exhibit to be used in the acquisition of the proposed lift station site.
4. Submittal to Texas Commission Environmental Quality (TCEQ).
5. Submit draft plans to City for review and comments prior to bidding.
6. Furnish to the Owner three (3) copies of approved plans and bidding specifications.

C. Construction Phase

1. Assist the City in bid process including preparation of advertisement document, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
2. Assist Owner during construction consisting of preconstruction meeting attendance, contractor correspondence, submittal review, pay request review, periodic site visits (maximum of 12), final inspection, preparation of contractor punch list and record drawing preparation.

Assumptions:

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in additional compensation:

- The City will provide access agreements for access to all private properties (if necessary).
- TRC will coordinate with Texas One Call and the City of Elgin for all subsurface locations within the proposed project.

Exclusions:

The following items are specifically excluded from the scope of work:

- Design of improvements or relocations for gas lines, telephone lines or other franchise utilities.
- Construction staking.
- Continuous construction inspection.
- Detailed title search or title policy.
- Attendance at or preparation for condemnation hearings.
- Easements (not mentioned above) or plat documents, landowner contact or easement negotiations.
- Archaeological surveys (if applicable).
- Endangered species mitigations plans/cost (if applicable).
- Detailed ESA compliance documentation for a NWP 12 PCN submittal package (may be required).
- Clean Water Act Section 401 compliance.
- Clean Water Act Section 404 individual permit.
- Design of bank stabilization (if applicable).
- Trenching equipment needed for THC field survey (if applicable). It is assumed the City of Elgin forces will provide and operate the equipment.

Compensation for Services:

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

Surveying:	\$ 24,900.00
Temporary Easements (\$1200 per each):	\$ 12,000.00
Geotech (Alliance):	\$ 7,950.00
Environmental:	\$ 9,400.00
Engineering Design:	\$ 175,300.00
Bidding Services:	\$ 11,490.00
Construction Administration:	\$ 38,750.00
Total:	\$ 279,790.00

This fee includes labor and material costs associated with the Scope of Work identified above.

TRC's fee above is based on a continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation.

The payment schedule will be via progress billing.

Mr. Thomas Mattis, City Manager
City of Elgin
February 10, 2020
Page 4 of 4

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 Letter of Agreement 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 Letter of Agreement and, upon acceptance, sign in the space provided below, returning a copy for our files.

CITY OF ELGIN

By: _____
Mr. Thomas Mattis
City Manager

TRC ENGINEERS, Inc.

By:  _____
K. Beau Perry, P.E.
Vice President

CITY OF ELGIN

AREA 2

LEGEND:

- ANNEXATION
- DEVELOPMENT AGREEMENT

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

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

LEGEND

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

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

DECEMBER 22, 2015



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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE ANNEXATION OF CERTAIN PROPERTY INTO BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution formally consenting to the annexation of certain real property into the Brickston Municipal Utility District ("MUD")

BACKGROUND:

Discussed at previous meetings; Texas Bridle Trails ("TBT") is developing 650 +/- acres of land within City's ETJ as "Brickston", a master-planned, mixed-use community with park and recreational facilities and commercial sites; as well as land sites for public safety and public-school facilities.

The Council previously approved a Development and Consent Agreement, that is binding upon TBT and the associated Brickston MUD.

Although the land that is the subject matter of this Resolution was always part of the Brickston plan and has been included in all of our deliberations on the project to date, it was not owned by the developers at the time the Development Agreement was approved. They have since acquired said land and this action will formally authorize bringing it into the MUD.

Section 2.02 of the Development Agreement states, in part "To the extent the Developer, . . . acquires the Additional Property . . . , Developer shall provide notice to the City of such acquisition, accompanied by a legal description, and such Additional Property shall (i) be considered a part of the Property and subject to this Agreement, without the necessity of amending this Agreement,. . ."

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution formally consenting to the annexation of certain real property into the Brickston Municipal Utility District as described; and routine direction to staff, if any.

ATTACHMENTS: Resolution

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING
TO THE ANNEXATION OF CERTAIN PROPERTY INTO
BRICKSTON MUNICIPAL UTILITY DISTRICT AND MAKING
CERTAIN FINDINGS RELATED THERETO**

WHEREAS, by Resolution No. 2019-06-04-18, the City of Elgin, Texas (the “City”) consented to the creation of the Brickston Municipal Utility District, subject to certain conditions and restrictions; and,

WHEREAS, The City now consents to the addition of approximately 188.5 acres into Brickston Municipal Utility District pursuant to Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

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

Section 1. The City of Elgin, Texas consents to the addition of the property described on Exhibits A and B (attached hereto) to be annexed into Brickston Municipal Utility District.

Section 2. That the annexed property is subject to all terms and conditions contained in Resolution No. 2019-06-04-18.

Section 3. That the City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the property in Brickston Municipal Utility District within the City’s extraterritorial jurisdiction and that while the City consents to the annexation of the property on Exhibits A and B, it does not release the area from the City’s extraterritorial jurisdiction.

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

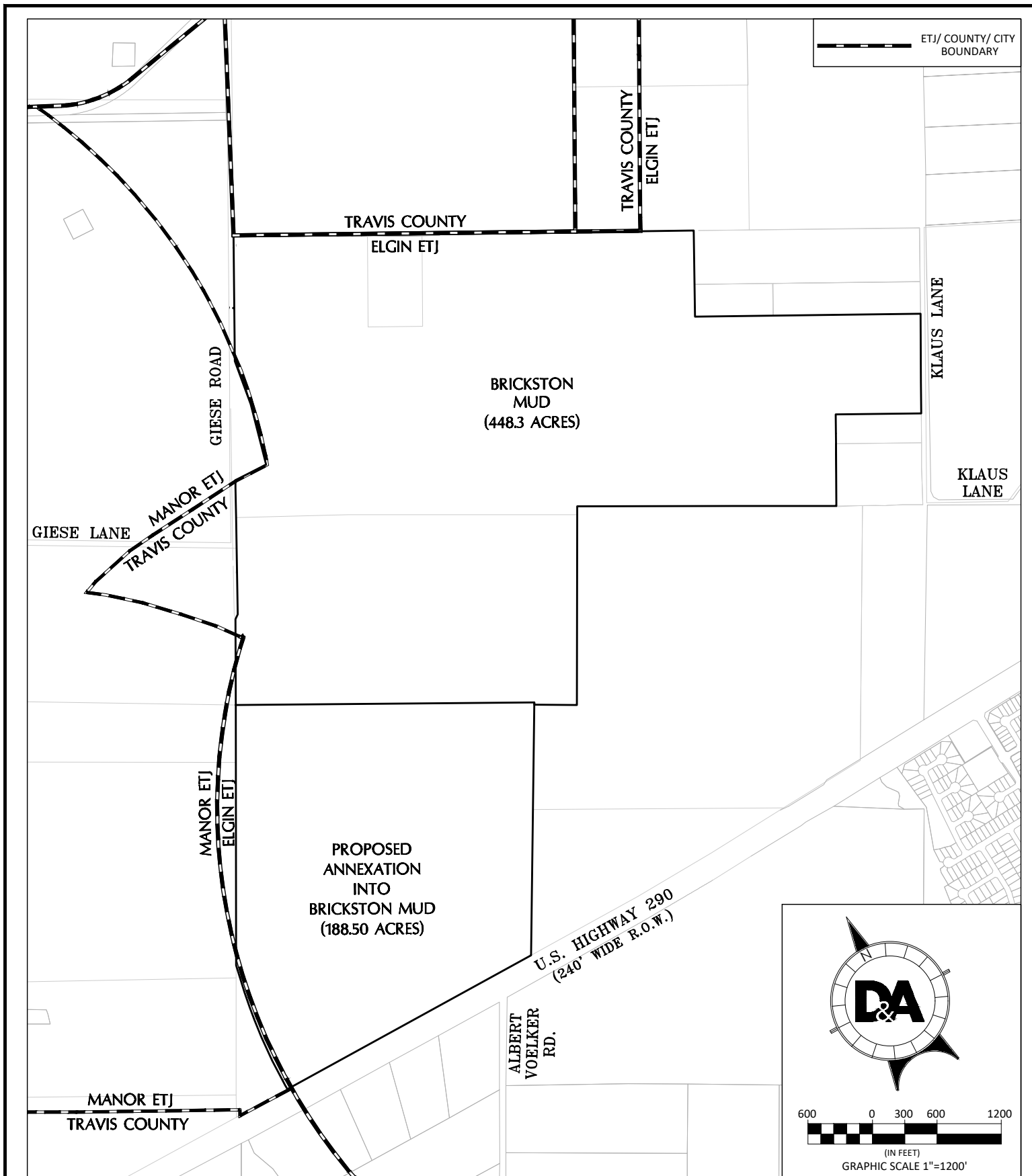
Section 8. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 4th day of June, 2019.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



TRAVIS COUNTY/
ELGIN TX
ETJ MODIFICATION

EXHIBIT A
BRICKSTON DEVELOPMENT
US HWY 290
ELGIN, TRAVIS COUNTY, TEXAS

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPE Firm Number: 3937
TBPLS Firm Number: 10105800



Exhibit “ — ”

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com
TBPLS Firm # 10105800

Elgin
Travis County, Texas

D&A Job No. 1028-004
August 26, 2019

DESCRIPTION

For a 188.5-Acre [8,210,915 Square Feet] MUD Tract

BEING A 188.5-ACRE [8,210,915 SQUARE FEET] MUD TRACT OUT OF THE WILLIAM HINES SURVEY NUMBER 53, ABSTRACT NUMBER 345, TRAVIS COUNTY, TEXAS, SAID 188.5-ACRE TRACT BEING OUT OF THAT CALLED 195.5-ACRE TRACT TO TEXAS BRIDLE TRAILS, LLC., AS RECORDED IN DOCUMENT NUMBER 2019016081 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS [O.P.R.T.C.T.]; SAID 188.5-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found for the north corner of said 195.5-acre tract, same being the common corner of a called 84.987-acre tract described in Volume 6563, Page 1580, and a called 25.04-acre tract described in Volume 6563, Page 1578, both of the Deed Records of Travis County Texas [D.R.T.C.T.], and same being the common corner of a called 127.535-acre tract, described in Document Number 2008035687 [O.P.R.T.C.T.];

THENCE, S63°05'50"E with the north line of said 195.5-acre and the south line of said 127.535-acre tract, for a distance of 2773.52 feet to a 1/2-inch iron rod with "DOUCET" cap, found for the northeast corner of said 195.5-acre tract and the herein described tract;

THENCE, S27°57'29"W with the east line of said 195.5-acre tract and a west line of said 127.535-acre for a distance of 20.48 feet to a 1/2-inch iron rod with "RPLS 2218" cap, found for the north corner of a called 175.81-acre tract described in Volume 13299, Page 2327 of the Real Property Records of Travis County, Texas [R.P.R.T.C.T.];

THENCE, S28°06'22"W, with a southeast line of said 195.5-acre tract, same being a northwest line of said 175.81-acre tract, and the northwest line of the remainder of a called 215-acre tract, Tract Two - First Tract, recorded in Document Number 1999051933 [O.P.R.T.C.T.], passing at a distance of 974.38 feet a 1/2-inch iron rod with a cap stamped "RPLS 2218" found for reference, bears S61°53'38"E, a distance of 1.41 feet, and continuing for a total distance of 2,330.42 feet to a calculated point for the southeast corner of said 195.5-acre tract, same being in the northwest of said remainder 215-acre tract, also being in the north right-of-way line of U.S. Highway 290, a 240-foot wide R.O.W., no record information found, and also being the southeast corner of the tract described herein, from which a 1/2-inch iron rod found for reference bears S28°06'22"W, a distance of 4.93 feet;

THENCE, S88°33'31"W with the south line of said 195.5-acre tract and the north right-of-way line of U.S. 290, for a distance of 2,586.01 feet to point for the southwest corner of the herein described tract, same being at a point of intersection with the apparent common Manor and Elgin Extra Territorial Jurisdiction lines;

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

THENCE, with said common Manor and Elgin Extra Territorial Jurisdiction lines, over and across said 195.5-acre tract, the following seven (7) courses and distances;

- 1) N01°38'12"W for a distance of 40.34 feet to a point;
- 2) N00°04'26"W for a distance of 259.47 feet to a point;
- 3) N02°49'37"E for a distance of 243.70 feet to a point;
- 4) N04°34'45"E for a distance of 167.51 feet to a point;
- 5) N07°26'38"E for a distance of 128.95 feet to a point;
- 6) N07°57'36"E for a distance of 147.04 feet to a point;
- 7) N10°15'13"E for a distance of 262.52 feet to a point in the west line of said 195.5-acre tract, same being in the east line of a called 113.192 acre tract described in Document Number 2012142604 [R.P.R.T.C.T.];

THENCE, N27°19'18"E, with the west line of said 195.5-acre tract, same being the east line of said 113.192-acre tract, and the east line of said 25.04 acre tract, for a distance of 2,421.89 feet to the **POINT OF BEGINNING** of the tract described herein, and containing 188.5-acres [8,210,915 Square Feet].

Basis of bearings is the Texas Coordinate System, Central Zone [4203], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000081815. Units: U.S. Survey Feet.

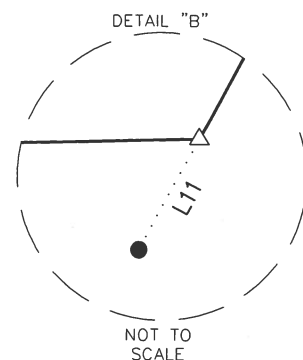
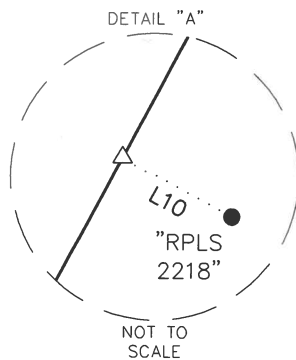
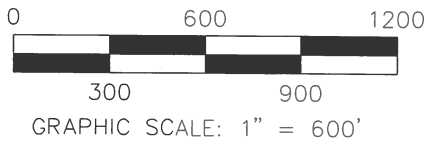
This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Garrett Cavauiolo, Registered Professional Land Surveyor, hereby certify that the legal description and accompanying plat of even date represent the facts found at the time of survey and that this professional service conforms to the Texas Society of Professional Surveyors Standards and specifications for a Category 1B Condition III Standard Land Survey.


Garrett Cavauiolo
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavauiolo@DoucetEngineers.com
TBPLS Firm Registration No. 10105800

8/26/19
Date





RUTH ANN
LOFTON KYLBERG
CALLED 84.987 ACRES
VOL. 6563, PG. 1580
D.R.T.C.T.

RUTH ANN
LOFTON KYLBERG
CALLED 25.04 ACRES
VOL. 6563, PG. 1578
D.R.T.C.T.

P.O.B.

(127.535 ACRES)
TEXAS BRIDLE TRAILS, LLC.
DOC. NO. 2008035687
O.P.R.T.C.T.

S63°05'50"E 2773.52'

WILLIAM HINES SURVEY NO. 53,
ABSTRACT NO. 345

PARACKAL
FARM-RANCH-LLC,
A TEXAS LIMITED LIABILITY
COMPANY
CALLED 113.192 ACRES
DOC. NO. 2012142604
R.P.R.T.C.T.

N27°19'18"E 2421.89'

188.5-ACRES
(8,210,915 SQ. FT.)

(195.5 ACRES)
TEXAS BRIDLE TRAILS, LLC.
DOC. NO. 2019016081
O.P.R.T.C.T.

SEE DETAIL
"A"

(175.81 ACRES)
CENTEX LAND, LTD
VOL. 13299, PG. 2327
R.P.R.T.C.T.

THE CHARLES JOSEPH POTH, JR. TRUST
TRACT TWO - FIRST TRACT
CALLED 215 ACRES
DOC. NO. 1999051933
O.P.R.T.C.T.

SEE DETAIL
"B"

U.S. HIGHWAY 290 S88°33'31"W 2586.01'
(240' WIDE R.O.W.)

BRICKSTON MUD
188.5-ACRES
[8,210,915 SQUARE FEET]

ELGIN,
TRAVIS COUNTY, TEXAS

**DA DOUCET
& ASSOCIATES**

Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPLS Firm Registration Number: 10105800
TBPE Firm Registration Number: 3937

Date:	08/26/2019
Scale:	1" = 600'
Drawn by:	SWP
Reviewer:	GC
Project:	1028-004
Sheet:	3 of 4
Field Book:	509
Party Chief:	ARM
Survey Date:	10/04/2018

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S27°57'29"W	20.48'
L2	S28°06'22"W	2,330.42'
L3	N01°38'12"W	40.34'
L4	N00°04'26"W	259.47'
L5	N02°49'37"E	243.70'
L6	N04°34'45"E	167.51'
L7	N07°26'38"E	128.95'
L8	N07°57'36"E	147.04'
L9	N10°15'13"E	262.52'
L10	S61°53'38"E	1.41'
L11	S28°06'22"W	4.93'

LEGEND

	MUD DESCRIPTION LINE
	EXISTING PROPERTY LINE
	FLY TIE
	CALCULATED POINT
	1/2" IRON ROD FOUND (UNLESS NOTED)
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
PG.	PAGE
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS

NOTES:

BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE [4203], NAD 83 (2011), EPOCH 2010. ALL DISTANCES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY USING THE SURFACE ADJUSTMENT FACTOR OF 1.000081815.

UNITS: US SURVEY FEET.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I, GARRETT CAVAIUOLO, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.



Garrett Cavauiolo 8/26/19
 GARRETT CAVAIUOLO DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS REGISTRATION NO. 6714
 DOUCET & ASSOCIATES
 GCAVAIUOLO@DOUCETENGINEERS.COM

BRICKSTON MUD
188.5-ACRES
[8,210,915 SQUARE FEET]

ELGIN,
TRAVIS COUNTY, TEXAS

DA DOUCET & ASSOCIATES

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Date: 08/26/2019
 Scale: 1" = 1000'
 Drawn by: SWP
 Reviewer: GC
 Project: 1028-004
 Sheet: 4 of 4
 Field Book: 509
 Party Chief: ARM
 Survey Date: 10/04/2018



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CREATING A YOUTH ADVISORY COUNCIL AND PROVIDING FOR THE COUNCIL'S ORGANIZATION, MEMBERSHIP, RESPONSIBILITIES, AND RESOURCES; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, CODIFICATION, AND PROPER NOTICE AND MEETING

DEPARTMENT: N/A

PROPOSED ACTION:

No Council action proposed by staff; This item has been placed on the agenda at the request of Mayor Cannon

BACKGROUND:

This item and the corresponding Ordinance have been proposed by Mayor Cannon to create a City of Elgin Youth Advisory Council.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration by the enabling Ordinance and Mayor Cannon's proposal to create a City of Elgin Youth Advisory Council; and direction to staff, if any, regarding same.

ATTACHMENTS:

Ordinance

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CREATING A YOUTH ADVISORY COUNCIL AND PROVIDING FOR THE COUNCIL'S ORGANIZATION, MEMBERSHIP, RESPONSIBILITIES, AND RESOURCES; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, CODIFICATION, AND PROPER NOTICE AND MEETING.

WHEREAS, the Elgin Mayor and City Council has the authority to establish a Youth Advisory Council in which young community members become more involved in community issues and learn about local government; and

WHEREAS, the Mayor and City Council desires to establish a Youth Advisory Council to provide such insight and community outreach; and

WHEREAS, the City is authorized by Tex. Loc. Gov't Code § 51.001 to adopt, appeal or amend any ordinance that is for the good government, peace, or order of the municipality, and for the trade and commerce of the municipality, and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the Mayor and City Council finds this Ordinance to be reasonable and prudent, and necessary for developing better community goals and outreach among Elgin's youth.

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

I.

Section 1. - Purpose.

The purpose of this Ordinance is to establish clarity as to general rules and procedures for all City of Elgin Youth Advisory Council.

Section 2. – Enactment

This Ordinance will hereby be added to the City's Code of Ordinances ("Code"), and after such addition, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. The entire attachment shall be inserted into the Code.

Section 3. – Codification

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

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.

D. This Ordinance shall take effect immediately upon passage

READ, PASSED, and ADOPTED on first reading this 3rd day of March, 2020.

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

Amelia Sanchez, City Secretary

YOUTH ADVISORY COUNCIL

I. Formation.

There is hereby created a Youth Advisory Council.

II. Membership.

- (a) Eligibility. The Youth Advisory Council ("Council") shall consist of twelve (12) students. To be eligible to serve, the students must be: (a) between the 9th-12th grades; (b) either attend Elgin Independent School District (EISD) or be registered home school students within the school district boundaries; and (c) maintain at least a 3.0 grade point average (GPA).
- (b) Appointment & Removal. The Mayor shall appoint eligible students to the Council. The Mayor shall select from a slate or pool of potential members provided to the Mayor annually by Elgin ISD. Membership may be terminated either voluntarily or involuntarily. For voluntary termination of membership, a member may submit a written resignation. A member who has resigned is eligible to reapply for future Council membership. A member may be involuntarily removed from Council by the Mayor if the Mayor determines the member: (1) behaved in a way that jeopardized the safety, credibility, or integrity of the Council; and/or (2) failed to attend four (4) consecutive general meetings without prior notice. A member may be put up for review in order to determine whether or not their membership will be terminated. Any person whose membership is involuntarily terminated may then reapply for future Council membership after one calendar year has passed since their removal.
- (c) Terms of Office. Members shall have a one (1) year term of office. Vacancies on the Council may be filled by appointment of the Mayor for the unexpired term. Nothing in this Section or Division shall be construed as creating a property interest on behalf of the Members in continued occupancy of a position on the Council.
- (d) Officers: Within the Council, there shall be the following officer positions and accompanying duties: President, who will guide and lead the Council; Vice-President, who has interim duties when President is absent; Secretary, who is responsible for notes/minutes and scheduling of meetings; Parliamentarian, who is ensured with keeping the peace, order, and efficiency of the Council. All officer positions shall be elected by a majority vote of Council members. The duration of each position shall be for the Council year for which they are elected.

- (e) Voting: A quorum for all meetings of the Council shall be nine (9) Members. On all matters, a simple majority vote is required for passage.
- (f) Comportment: Members shall not act in any way that would jeopardize the safety, credibility, or integrity of the Council, or the City of Elgin.

III. Purpose and Responsibilities.

- (a) The Council shall promote the interests of and receive input from Elgin's youth.
- (b) The Council shall research what communities outside of Elgin are doing to involve the youth in the development of the community, to expand and build upon Elgin's own community outreach.
- (c) The Council shall promote the involvement of Council to other communities.

IV. Meetings.

The Council shall conduct regular meetings once a month, as scheduled by the Secretary. Meetings shall primarily be conducted at City Hall. Other meeting times and locations can be selected by the members, as deemed necessary and appropriate. Because the Council is purely an advisory body, compliance with the Texas Open Meetings Act is not required.

V. Information.

The Council shall serve as a conduit for soliciting, comp, and submitting youth input on community activities to the City Council. The Council shall be subject to the Texas Public Information Act and Texas Records Retention Act.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO EXTEND AND REPLACE A PREVIOUS AGREEMENT WITH COMPU-DATA INC. THAT PROVIDES DOCUMENT IMAGING, DATA HOSTING AND RETRIEVAL SERVICES FOR CITY DOCUMENTS GENERATED BY ALL DEPARTMENTS IN CONDUCTING DAY TO DAY OPERATIONS; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

DEPARTMENT: Director of Finance

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

BACKGROUND:

On July 3, 2019 the City Council approved an Agreement with Compu-Data to automate the conversion, storage and retrieval of documents generated by the Police Department. With movement of the Development Services Dept to City Hall, a massive amount of documents, architectural drawings and plans that are generated through the development process will need to be stored in a easily retrievable manner as well as documents produced by the City Secretary, HR, Finance and Public Works. The service to be provided by Compu-data would satisfy requirements for electronically storing such documents and making them available as needed for all operations. Implementation of this system is designed to result in virtual paperless operations when completed.

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

BUDGET/FINANCIAL IMPACT:

Current year funding of \$90,000.00 would come from proceeds of the 2019A Certificates of Obligations. Annual payments over the next four years would be \$26,690 per year and would be shared by all participating departments in their respective budgets each year.

RECOMMENDATION: Recommended for acceptance

ATTACHMENTS: 1.) Copy of Resolution authorizing the Agreement between City and Compu-Data 2.) Copy of Agreement with Compu-data containing the scope of work, services to be provided, cost of services and other terms and conditions to be agreed to between the parties 3.) A Proposal for Financial Services to Finance the balance of \$101,111.20 over three years.

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

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

RESOLUTION NO: _____

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

WHEREAS, the City Council reviewed and approved an agreement for document management services with Compu-data on July 3, 2019, to automate the conversion storage and retrieval of documents generated by the Police Department; and

WHEREAS, a delay of this process was experienced in in-house preparation of the documents for processing that is now recommended to be done by the contractor; and

WHEREAS, owing to the availability of funds from proceeds it is possible to expand the scope of the project to include the departments of Development Services, HR, Finance and the City Secretary and extend the term of the Data On Demand-SaaS from one year to four years; and

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

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

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

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

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

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

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
ON THIS 3rd DAY OF MARCH, 2020.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

**EXHIBIT A- DOCUMENT IMAGING AND DATA HOSTING
STATEMENT OF WORK**



COMPU-DATA
International, LLC

CITY OF ELGIN

DOCUMENT IMAGING AND DATA HOSTING STATEMENT OF WORK

February 10, 2020

COMPU-DATA International, LLC

14610 Falling Creek Drive
Houston, Texas 77068

www.cdla.com

Jaime Flores

jflores@cdla.com

(713) 443-7541





COMPU-DATA INTERNATIONAL, LLC
Statement of Work



COMPU-DATA International, LLC PROPRIETARY INFORMATION

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

Copyright and Trademark Acknowledgement

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

Previous Proposal(s) Null and Void

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

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



COMPU-DATA INTERNATIONAL, LLC
Statement of Work



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Option 1: Three Additional Years	Error! Bookmark not defined.
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COMPU-DATA INTERNATIONAL, LLC Statement of Work



Background

The Unstructured Information Management Company™

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

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

Certifications & State Contracts

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

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





COMPU-DATA INTERNATIONAL, LLC Statement of Work



Statement of Work

Exhibit A

Project Scope

The City of Elgin seeks a solution where its data is stored in a central repository that is easily accessible from users' workstations and remote devices. It also requires that its data and relevant metadata is loaded into this repository in such a way as to make it easily searchable using intuitive queries.

COMPU-DATA International, LLC (CDI) will host its DigitalAsset Finder (DAF) platform, a SaaS solution, and its Virtual FileRoom™ (VFR) application in its cloud environment. VFR will allow Elgin users to easily search for its data using their associated metadata and/or content. The VFR interface will be accessible from any device with internet access, uses a 256-bit SSL connection, and requires user authentication.

CDI also will migrate Elgin's data from its current repository to the DAF repository. Data will be converted to searchable PDF (sPDF) format when possible, thus allowing Elgin users to search for documents using their contents. All relevant metadata will be captured and converted to the format required by DAF.

CDI will provide training for both local administrators and end-users on its VFR application. Finally, CDI is uniquely positioned to act as an extension of Elgin's IT department, providing support and administrative services for VFR well beyond the final delivery of this project.

Project Start Date

TBD

Estimated Project Duration

Project completion is estimated between 90 and 120 working days, depending on the volume of data to be migrated.



COMPU-DATA INTERNATIONAL, LLC
Statement of Work



Pricing

The project pricing consists of two parts:

1. Professional services related to data migration for up to 950,000 image files.
2. Data On-Demand SaaS VFR hosting.

Total Project Price:

- \$191,111.20
- Pre-Payment: \$90,000
- Amount to be financed over three years: \$101,111.20

Professional Services: Data Migration

Professional Services					
Description	Qty (Est.)	Price	Unit	Notes	Line Total
Data Migration	950,000	\$ 0.185	Per Image File	Migration includes: • Preparation of data for migration • Capture and conversion of document metadata • Conversion of data to Searchable PDF format (where applicable) • Review of data to ensure metadata accuracy • Loading of data into respective VFR libraries	\$ 175,750.00
Total *					\$ 175,750.00

* Note: Image file quantity is an estimate only. All image file migration exceeding the quantity estimated here will be invoiced at the quoted rate separately and in addition to the pricing quoted in this Statement of Work.



COMPU-DATA INTERNATIONAL, LLC
Statement of Work



Virtual FileRoom

Virtual FileRoom™ (Annual Charge) - Three-Year Contract

Item Description	Quantity *	Monthly Rate	# Months	Item Total
Data On-Demand: SaaS multi-tenant VFR Edition. 5 users, up to 50 GB of usable storage, 50 GB metered bandwidth, and 14-day backup retention period. Requires a 3-year agreement.	1	\$ 323.30	12	\$ 3,879.60
Data On-Demand: Additional 50 GB of usable storage, including 14-day backup retention period. Data usage is calculated on a monthly basis, and additional storage is automatically added, in blocks of 50 GB, as required.	4	\$ 25.85	12	\$ 1,240.80
Yearly Recurring SaaS Fee				\$ 5,120.40
Total SaaS Fee For First Three Years				\$ 15,361.20

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

* Note: Any remaining months of SaaS Hosting already purchased will be added to the end of this three-year term.



COMPU-DATA INTERNATIONAL, LLC
Statement of Work



Payment Terms and Conditions

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

Accounts Payable Contact

- Name: Kriste Trantham
- Title: A/P Clerk
- Office Phone: (512) 229-3214
- Email Address: ktrantham@ci.elgin.tx.us
- Billing Address: 310 North Main St.
- Billing City: Elgin
- Billing State: Texas
- Billing Zip: 78621

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

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

City of Elgin

COMPU-DATA International, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix A - Virtual FileRoom™

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

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

Repository Management & User Environment

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

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

Supported Text Search Modes

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

VFR Highlights Include:

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



COMPU-DATA INTERNATIONAL, LLC Statement of Work



- Administrator or user defined field definitions for content classification.
- User defined Personal and Public Collections. End users may define Collections to associated digital assets with project needs and share information with other users.
- Document level security based on existing or developed Access Control Lists.
- Reporting and audit trail options assuring data integrity.
- Searchable document content contribution capabilities.
- Version Control and much more!

Integration with other Data Sources and Applications

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

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

These are just some of the examples that are available.

Document and Application Security

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

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

EXHIBIT B- FINANCIAL SERVICES AGREEMENT

**Hewlett Packard
Enterprise**

HPE Financial Services

Financial Services Proposal

Prepared for: City of Elgin, TX

Submitted: February 6, 2020

With technology changing every day, leasing provides you with the flexibility you need to meet your ongoing business needs, as well as being a cost effective way to use operating capital and preserve bank credit lines. The following payment alternatives are available from HPE Financial Services.

Tax Exempt Installment Sale (\$1 Buyout)

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal would decline as each Lease Payment was made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor would file a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

Product cost	\$ 101,111.20
Purchase Option	TEIS
Lease Term	36 months
Payment:	\$ 2,965.59 – monthly arrears payments
Rate:	3.57%

With approved credit. Pricing is valid only if product is delivered and accepted by April 5, 2020.

We appreciate the opportunity to provide you with this proposal. Please call me if you have any questions, or if I can be of further help.

Sincerely,

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