



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 4, 2020
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
6:00 PM

In accordance with social distancing guidelines, the City Council meeting will not be open to the public. Council Members will attend virtually. The meeting will be streamed live at https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA

Members of the public wishing to submit their written comments on a listed agenda item must submit their comments by emailing asanchez@ci.elgin.tx.us by 6:00 pm August 3, 2020, or calling 512-229-3222.

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PUBLIC HEARING

1. **Project # 202000338: Public Hearing On An Ordinance Granting A Specific Use Permit For A Medical Facility Use On Property Located At 902 W. 2nd St In A18 BURLESON, JONATHAN, ACRES 17.8900, (HIGH SCHOOL), Being Approximately 17.89 Acres, City Of Elgin, Bastrop County, Texas; And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

Documents:

[PUBLIC HEARING COVER SHEET.PDF](#)

V. PUBLIC COMMENT

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

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

VI. CITY MANAGERS REPORT

1. **Update On City Of Elgin Coronavirus (COVID-19) Pandemic Response And/Or Impacts**

Documents:

[EXSUMMARY - CORONAVIRUS REPORT 4.PDF](#)
[MEM4LEVEL72920.PDF](#)
[COVID19PLAN320.PDF](#)

2. **Quarterly Financial Report - Third Quarter 19-20 April - June.**

Documents:

[01 EXEC SUMMARY 3 RD Q INVEST REPORT THRU JUNE 30,2020.PDF](#)
[02 3RD QUARTER INVESTMENT REPORT 6-30-2020.PDF](#)

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

Documents:

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

VII. 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 Virtual Regular Meeting Minutes - July 7, 2020.**

Documents:

[EXSUMMARY SHEET MINUTES.PDF](#)
[CITY COUNCIL VIRTUAL REGULAR MEETING MINUTES 7-7-20.PDF](#)

VIII. NEW BUSINESS

1. **Project #202000338: An Ordinance Granting A Specific Use Permit For A Medical Facility Use On Property Located At 902 W. 2nd St In A18 BURLESON, JONATHAN, ACRES 17.8900, (HIGH SCHOOL), Being Approximately 17.89 Acres, City Of Elgin, Bastrop County, Texas; And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

Documents:

[COUNCIL COVER SHEET.PDF](#)
[SPECIFIC USE PACKET.PDF](#)
[SPECIFIC USE ORDINANCE.PDF](#)

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH BASTROP TRINITY INVESTORS, LLC, BTR DEVELOPMENT, INC., ELGIN MUNICIPAL UTILITY DISTRICT NO. 1 AND ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - TRINITY RANCH DA2.PDF](#)
[RESOTRINTYRANCHDA8420.PDF](#)
[TRINITY RANCH -- DEVELOPMENT AND CONSENT AGREEMENT FINAL720.PDF](#)
[TRINITY RANCH CONCEPT PLAN12419.PDF](#)

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2020 FIVE -YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2020 THROUGH SEPTEMBER 2025; AND PROVIDING FOR RELATED MATTERS**

Documents:

[EXSUMMARY - 5YRCP .PDF](#)
[RESO5YRCP20.PDF](#)

4. **CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING EXECUTION OF A LEASE WITH CAPITAL AREA RURAL TRANSIT AUTHORITY (CARTS) FOR 201 CENTRAL AVENUE.**

Documents:

[EXECUTIVE SUMMARY CARTS LEASE RESOLUTION .PDF](#)
[RESOLUTION CARTS LEASE .PDF](#)
[ELGIN LEASE- CARTS \(SEPT 1 2020\)- UNSIGNED W EXHIBITS.PDF](#)

5. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK COVID-19 RESPONSE; AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK COVID-19 AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY - TXDOT SIB LOAN APP.PDF](#)
[RESOSIBAPP820.PDF](#)
[TXDOTSIB FACT SHEET.PDF](#)

6. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE MAIN STREET FUND; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

Documents:

[EXECUTIVE SUMMARY CDBG AUTHORIZED SIGNATURESRESOLUTION .PDF](#)
[RESOLUTION FOR CDBG MAIN STREET APPLICATION SUBMISSION .PDF](#)
[TCF MAIN STREET SIDEWALKS EXHIBIT.PDF](#)

7. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, DETERMINING THAT AN AREA OF THE CITY CONTAINS CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND CONSTITUTES A BLIGHTED AREA.**

Documents:

[EXECUTIVE SUMMARY CDBG SLUMANDBLIGHTRESOLUTION.PDF](#)
[ELGIN RES FOR BLIGHT DESIGNATION.PDF](#)
[TCF MAIN STREET AREA EXHIBIT.PDF](#)

8. **A RESOLUTION TO ALLOW FOR AN EXTENSION OF THE APPROVED DEVELOPMENT AGREEMENT BETWEEN THE CITY AND NOVINGER RESOURCES, INC. IN ACCORDANCE WITH SECTION 6.01 OF THE DEVELOPMENT AGREEMENT.**

Documents:

[COUNCIL COVER SHEET.PDF](#)
[MAP.PDF](#)
[ORIGINAL SIGNED DA.PDF](#)
[SIGNED AND RECORDED EXTENSION 1.PDF](#)
[RESOLUTION.PDF](#)

TO BE SIGNED EXHIBIT.PDF

9. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING ORDINANCE NO. 2020-01-21-04, THE ORDER OF THE MAY 2, 2020 ELECTION TO BE HELD ON NOVEMBER 3, 2020 FOR THE PURPOSE OF ELECTING CERTAIN OFFICIALS.

Documents:

[01 EXSUMMARY ELECTION ORDINANCE A.PDF](#)
[ORD. AMENDING THE ORDER FOR THE MAY 2 2020 GENERAL ELECTION - ELGIN \(00450831XA08F8\).PDF](#)

10. Presentation Of The Proposed FY2020-21 City Of Elgin Annual Operating Budget

Documents:

[EXSUMMARY - BUDGET PRESENTATION.PDF](#)

IX. 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.

X. RECONVENE

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

XI. ANNOUNCEMENTS

XII. ADJOURNMENT

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

I, Amelia Sanchez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, July 31, 2020 in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Project # 202000338: Public hearing on an ordinance granting a specific use permit for a medical facility use on property located at 902 W. 2nd St in A18 BURLESON, JONATHAN, ACRES 17.8900, (HIGH SCHOOL), being approximately 17.89 acres, City of Elgin, Bastrop County, Texas; 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 Specific Use Permit at 902 W. 2nd St.

BACKGROUND:

The Planning & Zoning Commission held the first of two public hearings on the requested Specific Use Permit on June 22, 2020. This is the second of the required public hearings.

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: Update on City of Elgin Coronavirus (COVID-19) Pandemic Response and/or Impacts

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed, requested, or believed necessary at this time; This item is for a briefing and general discussion with the City Council as to on-going operational response to the COVID-19 coronavirus.

BACKGROUND:

This item is for an informational report and general discussion of the City's on-going response to the Coronavirus from the

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion of City on-going response to the Coronavirus Pandemic; and direction to staff, if any, regarding same.

ATTACHMENTS:

City of Elgin Coronavirus (COVID-19) Readiness Plan
6/29/20 Staff Memorandum

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

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

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

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

Memorandum

Date: July 29, 2020

To: Department Heads

Subject: Coronavirus (COVID-19) Readiness Plan
Update – Modified Level IV Status



Due to overall circumstances and the continuing spike in Coronavirus cases in Elgin, Bastrop County, and Texas in general, City of Elgin operations will maintain its current *modified Threat Level IV* of the Coronavirus (COVID-19) Readiness Plan through at least **Friday, August 21** - at which time we will again reassess general conditions.

The specific protocols for the current *modified Threat Level IV* are described below. City Hall, Elgin Police Department, Municipal Court, and Library will remain closed to the general public; the Recreation Center, Swimming Pool, and City Parks will remain open to the public on a very limited and controlled basis. Social distancing and face coverings will continue to be required.

Department heads are to continue to monitor operations to assure the continuous provision of city services in an effective manner that is safe and responsive to both our residents and city employees.

Threat Level IV (as modified) – Normal Conditions - *Operations as usual but emphasis on hygiene and vigilance until threat is totally dissipated. All prior operational practices and protocols will be maintained except as otherwise noted below:*

CITY HALL

- (a) *Closed to the general public.* In-person utility payments can be made at the drive-thru window during normal business hours. Court Fines can be paid by Money Order or Cashier Check and may be dropped off at the drive-thru window.
- (b) Full staffing, as well as routine operations and services, will be maintained.
- (c) General no-visitor policy; Only authorized employees permitted in City Hall.
- (d) Exceptions to the no-visitor policy permitted when related to essential services. In such instances, authorized visitors are required to wear face covering upon entry.
- (e) Face covering and social distancing protocols to be maintained at all times.
- (f) Appropriate & effective use of face coverings by employees & authorized visitors required.
- (g) Engagement of Development Services staff by appointment only and on-line interaction will be strongly encouraged.

CITY HALL ANNEX

- (a) Municipal Court offices *closed to the general public.*
- (b) Court staff available for consultation by phone or e-mail during normal business hours.
- (c) Full staffing, as well as routine operations and services, will be maintained.
- (d) Same operational protocols as for City Hall.
- (e) City Council Chambers available for small, in-person staff meetings conforming with social distancing standards.

EPD STATION

- (a) *Closed to the general public.*

ADMINISTRATION

- (a) *City Council Meetings by teleconference only* (with plan to go to in-person meetings ASAP).
- (b) Commissions, boards, & advisory groups meet as needed, and only through teleconferencing.

COMMUNITY LIBRARY

- (a) *Closed to the general public.*
- (b) Sidewalk Deliveries Program continues (9:00am to 4:00pm, M-F)
- (c) Social distancing protocols to be maintained at all times.
- (d) Face covering and social distancing protocols to be maintained at all times.

RECREATION CENTER

- (a) Partial opening with very limited and controlled use.
- (b) Fitness room remains closed
- (c) Protective screens at all public counter space
- (d) Social distancing maintained with spacing markers provided.
- (e) Face covering and social distancing protocols to be maintained at all times.

FLEMING CENTER

- (a) Closed through July (City resources not available to maintain appropriate sanitization)

SWIMMING POOL

- (a) *Open to general public for limited use.*
- (b) Face covering and social distancing protocols to be maintained at all times.
- (c) Pool divided into three (3) lanes with lap lane lines - kiddie pool open
- (d) Families/groups can reserve exclusive use for up to sixty (60) minutes
- (e) Pool capacity limited to maximum of twenty (20) persons.

CITY PARKS

- (a) *All facilities open to the public with social distancing*
- (b) Face covering and social distancing protocols to be maintained at all times.
- (c) Playground equipment, sports courts, and pavilions open for general use with social distancing and at user's risk (City resources not available to assure on-going sanitization of equipment).
- (d) Restrooms closed (City resources not available to maintain appropriate sanitization)

EMPLOYEE PRACTICES

- (a) Full staffing in all departments, as well as routine operations and services, will be maintained.
- (b) Face covering and social distancing protocols to be maintained at all times.
- (c) Employees directed to not report to work if sick or show signs or symptoms of illness.
- (d) Virtual and/or on-line remote meetings encouraged in all settings.

All are encouraged to do their part to help slow the spread of COVID-19 by staying home when sick or exhibiting symptoms of illness, wearing cloth face coverings, practicing social distancing, making only essential trips from home, not gathering in groups more than ten, and washing hands frequently.

Let me know if you have any questions or comments.



Thomas L. Mattis
City Manager



City of Elgin Office of the City Manager

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

CITY OF ELGIN **CORONAVIRUS (COVID-19) READINESS PLAN**

March 18, 2020

The following plan has been developed to generally define the role of city operations and prepare the general citizenry for the potential impacts of the Coronavirus (COVID-19) Pandemic. The contents herein are a summary of more detailed plans that have been prepared for each organizational unit. City staff continues to monitor information provided by the Texas Department of State Health Services (DSHS), who is working closely with the Centers for Disease Control and Prevention (CDC) in monitoring this new disease that is causing an outbreak of respiratory illness worldwide.

Through the combined efforts of all city staff and departments, this plan has been developed to create a comprehensive *City of Elgin* response to the current pandemic that anticipates future scenarios and builds public confidence in our responding to this event appropriately. At the same time, the staff has also remained focused on not encouraging an overreaction to the situation.

It's assumed that most already have a tacit understanding of the basic Coronavirus Pandemic situation. If however, more basic information about the virus is desired, please refer to the DSHS website at <https://dshs.texas.gov/coronavirus/>

While the immediate Coronavirus risk to most Texans and Elginites remains low, steps are being taken to limit the spread of the virus, mitigate health and economic risk. City staff remains in touch with all appropriate local health authorities as well as county, state, and federal health agencies regarding the COVID-19 virus. We have also maintained regular, direct contact with the Bastrop County Judge, the City of Bastrop, the City of Smithville, and Travis County to properly coordinate consistent local efforts. We continue to seek the most up-to-date information in our efforts to help everyone stay informed and healthy.

The DSHS provides daily reports on additional cases of the Coronavirus and, as of the above date, reports a total of eighty-three (83) cases in Texas. Locally, four (4) of those cases have been attributed to being in Travis County and one (1) in Hays County. **There have been NO CASES of COVID-19 reported yet in Bastrop County and/or the City of Elgin.**

In reviewing the Readiness Threat Levels, it is important to note the following general conditions:

- The Levels provide a general plan for response; however, certain conditions may exist that could call for an advancement of response activity in individual situations or departments.
- While there are certain items listed therein as it relates to the Elgin Police Department, the EPD will strive to maintain routine operations and staffing throughout the event, with minimal, adverse impact on routine public safety services.

- Due to the critical nature of water and wastewater operations, particular emphasis has been placed on keeping treatment plant operations continuing irrespective of the Threat Level achieved.
- Trash & Recycling Curbside Collection services are also anticipated to maintain routine operations and staffing throughout the event.

Coronavirus Readiness Levels

Threat Level IV - Normal Conditions - Operations as usual but emphasis on hygiene and vigilance until threat is totally dissipated.

I. *Employee Practices:*

- (a) Wash hands often with soap and water or an alcohol-based hand sanitizer.
- (b) Avoid touching your eyes, nose, and mouth with unwashed hands.
- (c) Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- (d) Flu shots encouraged.

II. *Operational Accommodations*

- (a) Clean and disinfect workstations and frequently touched objects and surfaces.
- (b) Wipe down all counter spaces a minimum of two (2) times per day.
- (c) Monitor threat level conditions.
- (d) Follow normal operating procedures but focus on execution of critical issues to ensure continuing compliance with law.
- (e) All employees exhibiting flu-like symptoms are required to stay home.
- (f) Authorize changes to normal work schedule as necessary.
- (g) Encourage minimal participation at City Council Meetings, educating attendees to be mindful of recommended social distancing.

RECREATION CENTER

- (a) Cancel or reschedule all Spring Break and group programming
- (b) Modify senior programming to utilize social distancing of participants and limit contact to communal objects.
- (c) Cancel Passive Senior Programming for the month of March
- (d) Cancel programming and large-scale events at Elgin Recreation Center
- (e) Reschedule Community Movie Night
- (f) Reschedule Educational Sessions
- (g) Cancel fitness classes at instructor's discretion

III. *Communications*

- (a) Maintain routine updates of changing conditions to Council and/or staff as needed
- (b) Convene targeted staff members for meetings as needed to communicate changes in threat levels or discuss and solve any emerging operational issues.

- (c) Utilize City website, social media, and Elgin Courier to disseminate updated information to the general public.
- (d) Provide notice of changing Recreation Program conditions as needed
- (e) Monitor and respond to inquiries and/or notices on social media as appropriate.

Threat Level III – Increased Readiness - Increased response as appropriate if there is a greater than the normal threat of a contagious disease event. Initial conditions include confirmed cases and/or quarantine of unconfirmed instances within the Austin MSA and/or central Texas area.

I. *Continue all measures implemented under Level IV*

II. *Employee Practices:*

- (a) Practice social distancing (avoid an area within six-foot distance of others).
- (b) Self-quarantine, if possible.
- (c) All at-risk employees encouraged to work remotely or under staggered shifts.

III. *Operational Accommodations:*

GENERAL

- (a) Cancel/postpone all travel and training that is not necessary to facilitate immediate operational needs
- (b) If staffing becomes limited, arrange for coverage of critical duties and responsibilities
- (c) Monitor media to keep abreast of progress of pandemic at national, state, local level.

ADMINISTRATION

- (a) Schedule/conduct frequent staff meetings for updates on issues.
- (b) Reduce City Council Meeting schedule to one (1) per month
- (c) Coordinate time and attendance through HR for tracking purposes
- (d) Identify essential staff/operations

PUBLIC WORKS/UTILITIES

- (a) Begin rotation of maintenance crews; limit number of employees working at one time

COMMUNITY SERVICES

- (a) Cancel all programming through April 8 including Downtown Scoops, Local Lore and Sip Shop & Stroll.
- (b) Coordinate with Advocacy Outreach and Community Cupboard
- (c) Continue promoting Census 2020
- (d) Reschedule Friends of Elgin Parks Music in the Park Fridays
- (e) Develop strategy for or plans for Hip Hop Shop (Easter Weekend)
- (f) Develop strategy for or Plans for Art Studio Tour (May 29-30)
- (g) Cancel production of Spring issue Downtown 78621
- (h) Cancel event marketing and paid advertising for events
- (i) Work with Elgin Historical Association to determine appropriate the Depot Museum operational plan.

RECREATION CENTER

- (a) Cancel all fitness classes and additional programs
- (b) Cancel all private rentals, including all park facilities

LIBRARY

- (a) Establish limit of five (5) patrons at a time to search for and check out books
- (b) Cancel all spring break programming, and all regular programming
- (c) Social distancing computer use - five (5) workstations available to the public.
- (d) Rearrange employee work areas to maintain a 6-ft distance from others & the public.
- (e) Move Library Advisory Board meetings to Civic Center room
- (f) Friends of Elgin Library meetings will be electronic or use social distancing.

III. Communications

- (a) E-mail notice of changing conditions as needed to Council and/or staff.
- (b) Update COVID-19 link on City Website daily or as significant issues arise.
- (c) Update closure notices daily on web page and social media.
- (d) Collect links to Notices and announcements from staff as submitted.
- (e) Post links concerning COVID-19 from other local, state, federal agencies.

Threat Level II – High Readiness – Increased response as appropriate if there is an increased risk of a contagious disease incident. Initial conditions may include a number of confirmed cases within Bastrop County and/or eastern Travis County.

I. Continue all measures implemented under Levels III and IV**II. Employee Practices:**

- (a) Suspend all vacation requests.
- (b) All at risk, non-essential staff placed on admin leave or work remotely, if applicable
- (c) All non-essential staff encouraged to work remotely or staggered schedules
- (d) Arrange work areas to encourage social distance in the workspace

III. Operational Accommodations:ADMINISTRATION

- (a) City Hall closed to the general public; with Utility payments received at the drive-thru and Court payments at the City Hall Annex
- (b) Municipal Court canceled until further notice.
- (c) Reduce City Council Meeting schedule to as-needed Special Meetings.
- (d) Cancel or delay all non-essential meetings of City boards and advisory groups (Library Advisory Board, Parks & Recreation Advisory Board, TIRZ Board of Directors, Public Safety Advisory Committee, and Main Street Board of Directors).
- (e) Reduce schedule of mandatory City boards and advisory groups to as-needed only (Planning & Zoning Commission, Board of Adjustment, Economic Development Corporation Board of Directors, Historic Review Board, and Building Standards Commission).

POLICE

- (a) Identify leadership personnel to staff the Emergency Operations Center (EOC)
- (b) Create schedule for personnel to work at the EOC
- (c) Brief EOC personnel on current law enforcement operations
- (d) Front lobby of the EPD station closed to the general public.
- (e) Communications personnel sequestered
- (f) All walk-in complaints handled by on-duty patrol personnel
- (g) Identify and/or create potential day-care locations for dependents of emergency personnel who are deemed to be essential personnel

PUBLIC WORKS/UTILITIES

- (a) Initiate skeleton maintenance crews to begin. Crews working will put in normal 8-hour
- (b) No new construction projects, water, and/or sewer taps
- (c) Only required work will be done for necessary treatment plant operations

COMMUNITY SERVICES

- (a) Cancel all programming
- (b) Work with Juneteenth Festival Committee and Elgin Chamber of Commerce to develop plan for rescheduling June events
- (c) Develop plan for Hogeye Festival
- (d) Assess need and feasibility of staff support for mental health calls or coordinating mental health calls with volunteers

RECREATION CENTER

- (a) Close the Recreation Center to the general public
- (b) Coordinate with EPD opening of an Emergency Operations Center (EOC)
- (c) Continue staffing to ensure that Facility is ready to reopen and/or open as an emergency shelter

LIBRARY

- (a) Close the Library to the general public
- (b) Cancel all programming

IV. Communications

- (a) Conduct conference calls with the Mayor, City Council, and key staff members as warranted to provide updates on threat status and resolve emerging issues.
- (b) Enhance contact with school administration, fire department, county officials and state agencies as appropriate.
- (c) Prepare and ensure publishing of announcements for canceling City sponsored public meetings and or gatherings.
- (d) Coordinate and direct updates of social media outlets with webmaster

Threat Level I – Maximum Readiness – Increased response when there is a significant possibility of a contagious disease event within the city or immediately surrounding area. Initial conditions include confirmed case(s) of a contagious disease in the City of Elgin.

I. *Continue all measures implemented under Levels II, III, and IV*

II. *Employee Practices:*

- (a) Only authorized, essential staff report to work
- (b) Provide support to all Emergency Management operations as needed.

III. *Operational Accommodations:*

- (a) Close all city-owned buildings and facilities to the general public.
- (b) Maintain only essential city operations – Police, Water, Wastewater, Trash & Recycling and Administration

ADMINISTRATION

- (a) Reduce City Council Meeting schedule to Emergency Meetings only.
- (b) Cancel all non-essential meetings of City boards and advisory groups

POLICE

- (a) Open Emergency Operations Center (EOC) at the Recreation Center.
- (b) Alert staff of emergency operations. Notify identified essential personnel for increased staffing during primary vulnerability period
- (c) Activate minimum staffing plan for essential personnel and telecommuting for non-essential personnel
- (d) Place CID personnel in patrol rotation. Non-violent CID cases suspended.
- (e) Place executive staff in patrol rotation when not assigned to EOC
- (f) Initiate childcare plan for essential personnel
- (g) Initiate revised policy for response to calls for service:
- (h) Implement altered work schedules

PUBLIC WORKS/UTILITIES

- (a) One maintenance employee on call for each department

LIBRARY

- (a) Closed to the public and/or all patrons until further notice.
- (b) Implement organizational and facility deep cleaning

IV. *Communications*

- (a) Keep Council advised by e-mail of operational issues or changes in threat levels.
- (b) Conduct conference calls with key staff members to provide updates on threat status and resolve emerging issues.
- (c) Keep in reasonably frequent contact with school administration, fire department, county officials and state agencies as appropriate.
- (d) Issue public warnings and provide public information as necessary.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Quarterly Financial Report – Third Quarter 19-20 April-June 2020

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept

BACKGROUND: Section 2256.005 of the Texas Government Code requires that not less than quarterly, the Investment Officer shall prepare and submit to the City Council, a written, signed, investment report demonstrating a list of investment transactions for the preceding reporting period, in accordance with the Act. Reports will include the following:

- 1.) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value.
- 2.) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested.
- 3.) The maturity date of each investment.

Detailed and summary reports will be prepared and presented to the City Council and Mayor not less than quarterly. The attached Report complies with this requirement of the ACT and the City's Investment Policy.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Review and accept the report as presented.

ATTACHMENTS: Quarterly Financial Report – Third Quarter 2019-20

{ } 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.

3rd Quarter Investment Report- Fiscal Year 2019-20

OPERATING ACCOUNTS -

Financial Institution	Fund	Account Name	Ending 3/31/2020	Total Deposits / (Withdrawals)	Total Interest	Ending 6/30/2020
First National Bank						
	99	Main Checking	5,100,925.60	795,071.58	9,322.09	5,905,319
	001	Police Seizure Chapter 59	78.34	-	0.14	78
	072	General - ATS Clearing	36,951.62	(36,951.62)	16.46	16
	002	USDA Rural Dev	1.00	-	-	1
	001	Money Market General Operations	180.59	-	0.33	181
Sub-total			5,138,137.15	758,119.96	9,339.02	5,905,596
TOTAL - DEPOSITS			5,138,137.15	758,119.96	9,339.02	5,905,596

CAPITAL IMPROVEMENT FUNDS

Financial Institution	Fund	Account Name	Ending 4/1/2019	Total Deposits / (Withdrawals)	Total Interest	Ending 6/30/2019	WAM*
Logic							
		CO Series 2015- Proceeds	1.67	-	-	2	2.00
		CO Series 2016 - Proceeds	2,944,049.40	-	2,555.68	2,946,605	2.00
		CO Series 2019A - Proceeds	1,618,711.46	-	1,405.17	1,620,117	
		CO Series 2019B(TIRZ) Proceeds	147.41	-	0.05	147	
Sub-total			4,562,909.94	-	3,960.90	4,566,871	2.00
TOTAL - INVESTMENTS			4,562,909.94	-	3,960.90	4,566,871	
TOTAL - DEPOSITS AND INVESTMENTS			9,701,047.09	758,119.96	13,299.92	10,472,467	

Signature

Charles L. Cunningham
Director of Finance

* Weighted Average to Maturity (WAM)



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 Virtual Regular Meeting Minutes –July 7, 2020.

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the July 7, 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 July 7 2020 Meeting Minutes.

ATTACHMENTS: July 7, 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.

MINUTES
ELGIN CITY COUNCIL REGULAR VIRTUAL MEETING
CITY ANNEX COUNCIL CHAMBERS, 310 NORTH MAIN STREET
Tuesday, July 7, 2020

CALL TO ORDER

Mayor Cannon called the meeting to order at 6:02 p.m.

ROLL CALL

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

Mayor Canon certified there was a quorum.

Council Member Brashar and Council Member Lopez were absent.

Council Member Dennis moved to excuse Council Members Brashar and Lopez. Council Member Gonzalez seconds the motion. Motion carried 6-0

Council Member Penson arrived at 6:04 pm.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Michael Gonzalez, Parks Director
Amy Miller, Community
David Harrell, Planning Director
Pam Sanders, HR Manager

INVOCATION

Mayor Cannon gave the invocation.

PUBLIC HEARING

Mayor Cannon recessed the Regular Meeting and opened the Public Hearing at 6:05 pm.

CITY COUNCIL VIRTUAL REGULAR MEETING

July 7, 2020 – Page 2

City Annex Council Chambers

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

There were no speakers at the Public Hearing.

Mayor Cannon closed the Public Hearing and re-convened the Regular Meeting at 6:08 p.m.

PUBLIC COMMENT

There were no public comments.

CITY MANAGERS REPORT

1. Update on City of Elgin Coronavirus (COVID-19 Pandemic Response and/or Impacts.

City Manager Thomas Mattis stated that the city tried to re-open, but conditions forced the city to take a step back and had gone back to closing all of the public buildings, but still providing full services. He stated that with the library, parks, swimming pool and rec center the city continues to try keep some of those facilities and services available. He stated that July 10th had been the date set to review and reconsider some things, but he doubted that they would change many practices at this point and would continue to monitor the situation.

2. Consider a Citizen Participation Plan for the Main Street Fund Project of the Texas Community Development Block Grant (TXCDBG) program.

Mayor Pro Tem Bega moved to approve a Citizen Participation Plan for the Main Street Fund Project of the Texas Community Development Block Grant (TXCDBG) program. Council Member Penson seconds the motion. Motion carried 7-0.

3. Consider new boundaries for Main Street Area.

Council Member Dennis moved to approve the new boundaries for the Main Street area. Mayor Pro Tem Bega seconds the motion. Motion carried 7-0.

4. Departmental Monthly Reports – June

There were no questions on the Monthly Reports.

5. General Activity Report and/or Project Update.

CITY COUNCIL VIRTUAL REGULAR MEETING

July 7, 2020 – Page 3

City Annex Council Chambers

No General Activity report.

CONSENT AGENDA

1. City Council Virtual Regular Meeting Minutes – June 16, 2020.

Council Member Penson moved to approve the June 16, 2020 meeting minutes. Council Member Dennis seconds the motion. Motion carried 7-0.

NEW BUSINESS

1. (Discussion Only) AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR A MEDICAL FACILITY USE AT THE PROPERTY LOCATED AT 902 W SECOND ST. IN A18 BURLESON, JONATHAN, ACRES 17.8900, (HIGH SCHOOL) BEING APPROXIMATELY 17/89 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS..

This item was for discussion only. No action taken.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH BASTROP TRINITY INVESTORS, LLC, BTR DEVELOPMENT, INC., ELGIN MUNICIPAL UTILITY DISTRICT NO. 1 AND ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 AND MAKING CERTAIN FINDINGS RELATED THERETO.

Council Member Gonzalez moved to approve the Resolution as presented. Council Member Arreaga seconds the motion. Council Members Gonzalez, Arreaga, Penson and Mayor Cannon vote yes. Council Members Jones, Dennis and Bega vote no. Vote is 4-3 and Mayor Cannon states that it passes on a vote of 4-3 but that they would need to check with the City Attorney since there were not 5 votes, the statute would need to be checked. He stated he did not want to call it as approved and that the final voting was 4 ayes and 3 nays. (It was later determined by City Attorney that as per the City Charter 5 votes were needed to pass the Resolution.)

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING USE OF LETTERS OF CREDIT ISSUED BY WELLS FARGO BANK ON BEHALF OF LGI HOMES-TEXAS, LLC TOTALING \$1,209,357 TO GUARANTEE PAYMENT FOR PARTIAL CONSTRUCTION OF IMPROVE-MENTS TO COUNTY LINE ROAD PURSUANT TO A COST PARTICIPATION AGREEMENT BETWEEN THE TWO PARTIES DATED SEPTEMBER 26, 2019; AND MAKING CERTAIN FINDINGS RELATED THERETO.

CITY COUNCIL VIRTUAL REGULAR MEETING

July 7, 2020 – Page 4

City Annex Council Chambers

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

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A SAFE ROUTES TO SCHOOL INFRASTRUCTURE (SRTS) PROJECT.

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

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE AWARD OF PROFESSIONAL SERVICE PROVIDER CONTRACT FOR THE 2020 TEXAS CAPITAL FUND DOWNTOWN REVITALIZATION/MAIN STREET FUND PROJECT OF THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (TXCDBG) PROGRAM.

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, REQUIRING THAT THE CITY OF ELGIN PROVIDE AT LEAST ONE EXPRESSVOTE® UNIVERSAL VOTING SYSTEM AND DS200 DIGITAL® PRECINCT SCANNER IN EVERY EARLY VOTING AND ELECTION DAY POLLING PLACE USED TO CONDUCT ANY AND EVERY ELECTION ORDERED ON OR AFTER AUGUST 1, 2019; AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

7. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TRAVIS COUNTY ELECTIONS ADMINISTRATOR FOR ELECTION SERVICES FOR THE NOVEMBER 3, 2020 GENERAL ELECTION AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

ADJOURNMENT

Mayor Cannon adjourned the City Council Meeting at 8:10 pm.

CITY COUNCIL VIRTUAL REGULAR MEETING
July 7, 2020 – Page 5
City Annex Council Chambers

ATTEST:

Amelia Sanchez, City Secretary

Chris Cannon, Mayor



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Project #202000338: An ordinance granting a specific use permit for a medical facility use on property located at 902 W. 2nd St in A18 BURLESON, JONATHAN, ACRES 17.8900, (HIGH SCHOOL), being approximately 17.89 acres, City of Elgin, Bastrop County, Texas; and providing for a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services.

PROPOSED ACTION:

Discussion, consideration, and action on Project #202000338, an ordinance to grant a Specific Use Permit at 902 W. 2nd St.

BACKGROUND: After hearing public comment, the Planning and Zoning Commission voted at their June 22, 2020 meeting to recommend approval to the City Council with the following conditions:

1. The use will only operate from 8:00 A.M – 5:00 P.M. Monday – Friday ONLY.
2. No parking signs to be placed on roadway in front of the school.
3. Site plan to be revised reflecting minimum of 177 spaces for all uses versus a minimum 155 spaces for all uses.

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 with conditions of Project #202000338, an Ordinance to grant a Specific Use Permit at 902 W. 2nd St.

ATTACHMENTS:

Application, Plans, Zoning Map, Proposed Medical Building, Citizen Comments, Ordinance w/Exhibits.

{ } 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 Services Department

STAFF REPORT

Application for Specific Use Permit

File Number: 202000338

Date: June 22, 2020

Applicant: Ramtech Building Systems c/o Gary Davenport

Representative: SAME

Hearing Dates: Planning & Zoning Commission – June 22, 2020
City Council – July 7, 2020

Location: 902 W. 2nd St.

APPLICATION SUMMARY

Recommendation of the Planning & Zoning Commission and consideration (action) for City Council of a Specific Use Permit to allow for a medical facility use within the R-1 Single Family Dwelling District.

DEPARTMENT COMMENTS

The Elgin ISD is desiring to bring in a 6,536 square foot industrialized (prefabricated) building to allow for additional space for a medical facility use (see attachment 3-4) to serve the community. This would be an expansion of an existing principal use at the site. Because of the principal use expansion, it would require a specific use to be granted for the site based on the R-1 Zoning standard. A site plan has been attached which indicate the current principal uses and parking for the site (see attachment 3).

All the proposed uses on the site plan meet City Code regarding minimum parking standards except for the main school building and portable school building parking. These standards are not covered under City Code and the minimum parking standards must be decided by the Commission and Council through this site plan. The applicant has proposed a total of a minimum of twenty-seven (27) spaces based on assembly and office space for the 76,366 square foot main school building. The 1 per 300 standards for the office space and associated storage meet zoning code standards but the assembly is not recognized standards in the zoning code. The portable school buildings are requiring six (6) spaces through the 4,775 square feet of modular space. This calculation is not a recognized standard in the City Zoning Code. The Commission and Council will need to decide whether the parking minimum for these two (2) uses are sufficient for the site.

Under Section 46-138 a medical facility use must receive a specific use permit to be placed within this zoning district. As part of that request the Commission/Council may pass any requirements, conditions, or safeguards as needed to protect adjacent property in accordance with Section 46-138, City Code.

STAFF ANALYSIS

Staff has concerns with the required parking for the entire site in relation to the calculation of the main school building and portable school buildings. This should be increased in nature to allow for the maximum number of minimum parking spaces for all site uses. If the Commission and Council would approve a condition requiring an increase in parking for the entire site from 155 to the provided 177 spaces this would address the Staff concern. Staff would work with the applicant to revise the minimum parking standards of the main school building and portable school building.

Regarding the extension of the medical facility use, Staff has no concerns since the site accommodates other principal uses that are regarded as commercial or industrial in nature and the site is close to other commercial uses along U.S. Hwy 290.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Site Plan.
3. Zoning Map.
4. Proposed Medical Building.
5. Citizen Comments.

Attachment 1

Application

SPECIFIC USE APPLICATION

Date: May 15, 2015 ; amended June 11, 2020

SITE INFORMATION

Project Address: 902 W 2nd Street, Elgin, Texas

Parcel Identification Number (if no address): _____

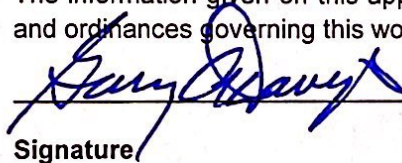
APPLICANT

Name: Ramtech Building Systems, Inc.; Gary A. Davenport AIA, VP of Architecture

Postal Address: 1400 US 287 South, Mansfield TX 76063

E-Mail Address: gdavenport@ramtechgroup.com; Phone Number: 817-473-9376

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.



Gary A. Davenport

May 15, 2020

Signature

Printed Name

Date

Project Description:

New Modular Office Medical Building for Community Health on Elgin ISD property

in accordance with current operation relocating on the current Phoenix High School

campus. The Specific Use will provide much needed medical exam, minor procedure,

dentistry vaccination and medical provider services greatly benefitting the Elgin, TX

community. This Application includes additional parking space approvals, including

existing buildings on the property that supply services to the entire Elgin school

community. The existing clinic is already in operation within the existing school and

this S.U.P. request is required as a result of relocating the services into a new building

be placed where two portable classrooms were previously removed. This new facility provides medical and dental services for the community whose absence would deny much needed health services and facilities for community citizens which is contrary to the public interest. Approval of this requested S.U.P. will enhance community services and is an

essential protection of the life, safety and welfare of the individuals using the facility meeting the spirit of the Zoning Ordinance.



310 North Main Street

P.O. Box 591

Elgin, Texas, 78621



(512) 281-0119



www.elgintx.com

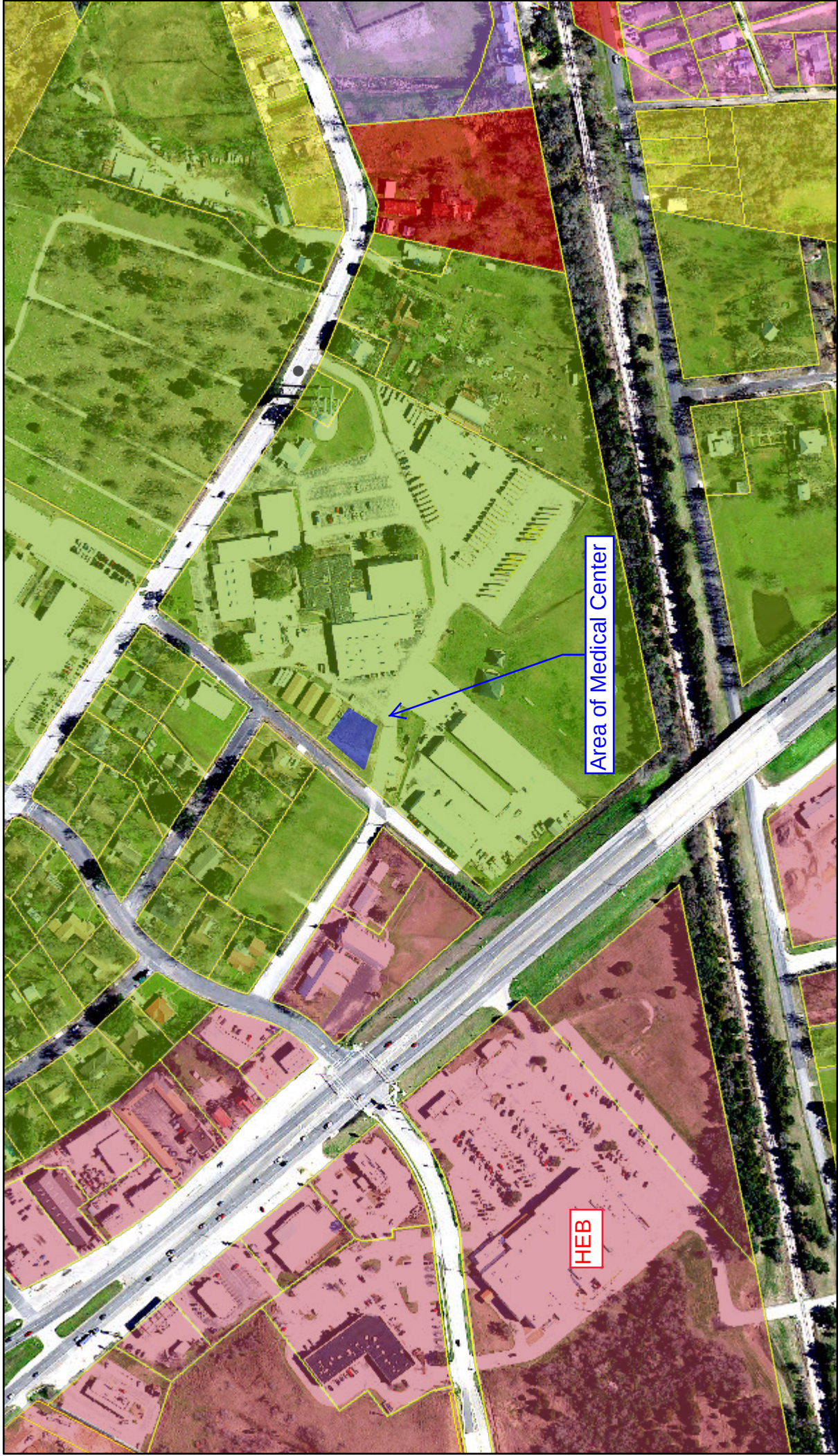
Attachment 2

Plans

Attachment 3

Zoning Map

Zoning Map



6/14/2020, 4:21:26 PM

Bastrop County Parcels

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 Residential District

C-1 Neighborhood Shopping District

1:4,163

0.12 mi

0.06

0.03

0

TRC GIS, City of Elgin

0.2 km

0.1

0.05

0

Attachment 4
Proposed Medical Building

[illegible][illegible]

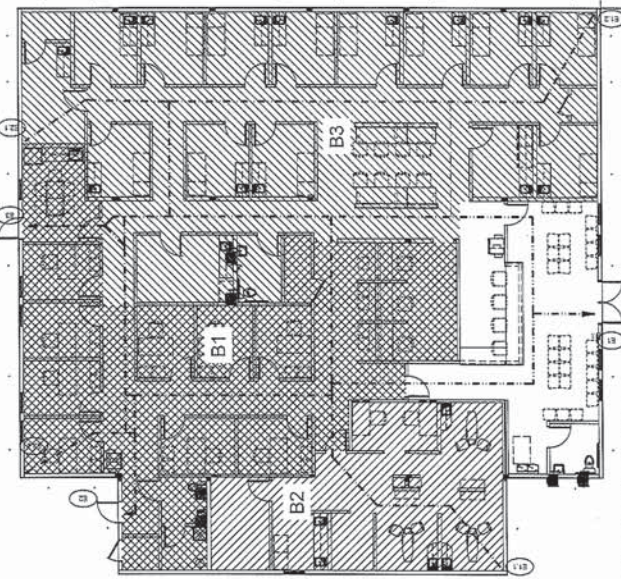
FLOOR PLAN LEGEND	DESCRIPTION
-------------------	-------------

[illegible]

TEXAS INTEGRATED BUREAU OF COLLEGE

This document is subject to payment to
the Architectural Record and Buildings
Act.

ISSA No. T-SEC-X-SEC _____
Date: 07/09/2008
Signature: [Handwritten Signature]



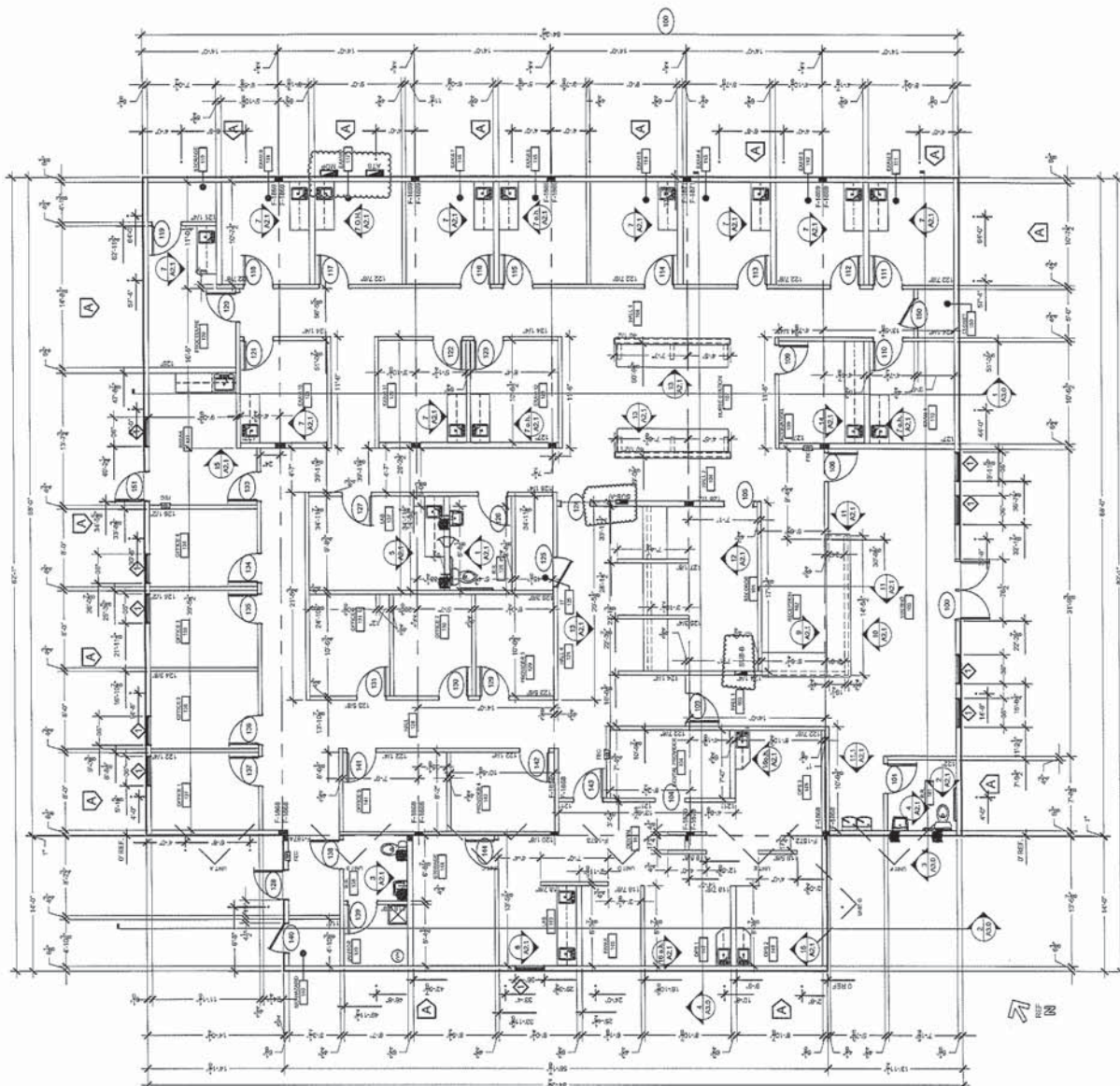
Egress Path Length (L _E)				
PATH	E1	E2	E3	
E1.1	87	80	NR	
E1.2	76	NR	105	
E2.1	111	NR	69	
E2.2	NR	30	58	
E3.1	71	70	58	
NR	Not Required			

ALL PATHS COMPLY WITH A non-Specialized Building per 2015 IBC 7107.2: Business Use (maximum allowable 211 ft)

[illegible]

OCCUPANCY DIAGRAM			
AREA	SF	CALCULATED	ACTUAL
B1	1965	20	0
B2	829	0	0
B3	2194	28	28
	507	10	19
	695	07	04

EGRESS PLAN



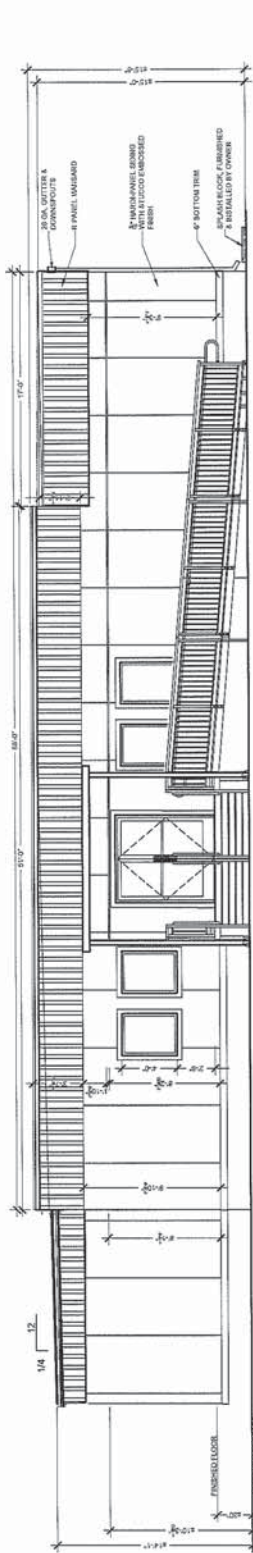
FLOOR PLAN



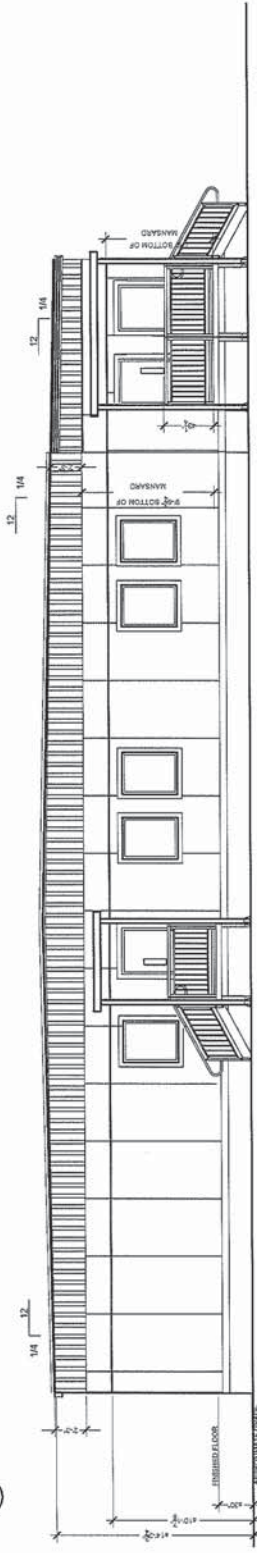
Southern Engineering Services, Inc.
Texas
Registration Number: F-13450
Expires: 06/30/2020



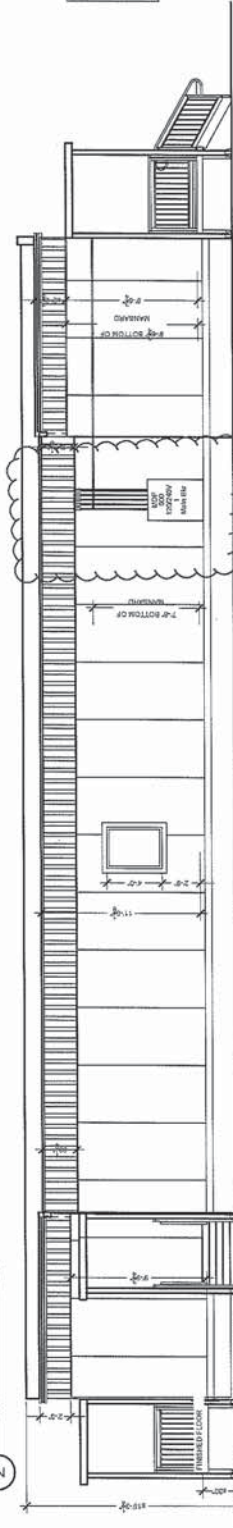
Bowers Engineering Services, Inc.
Taxes
Registration Number: F-13458
Expires: 06/30/2020



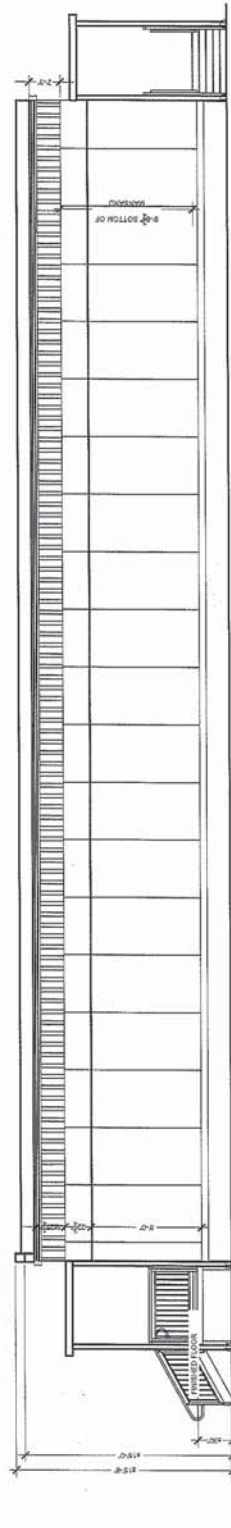
1 FRONT ELEVATION



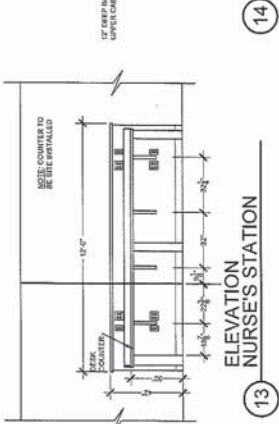
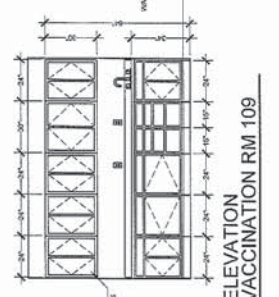
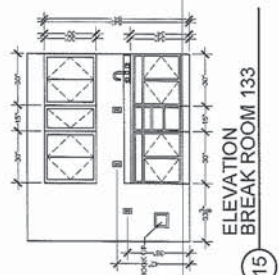
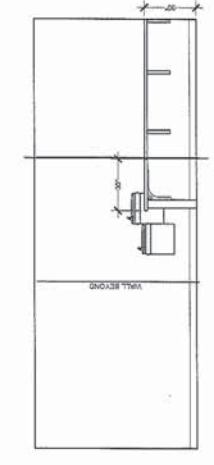
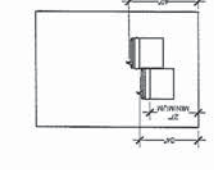
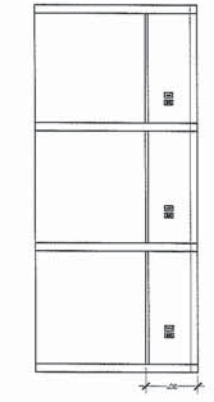
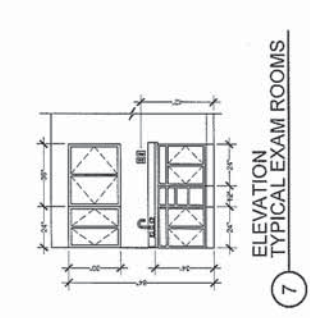
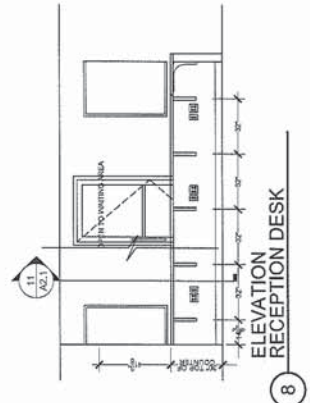
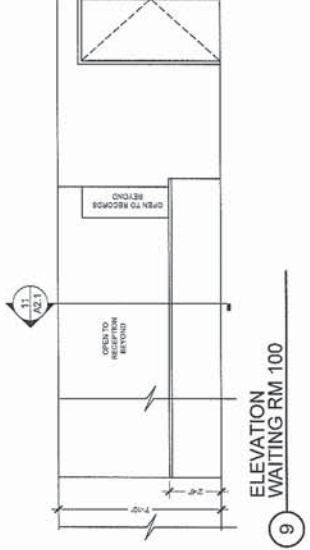
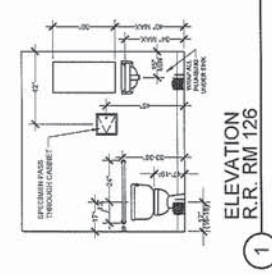
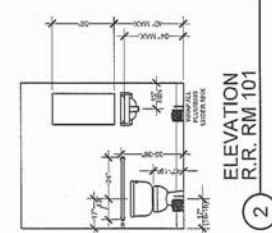
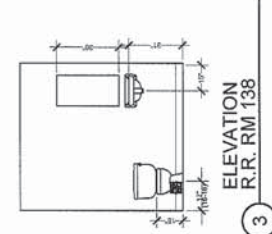
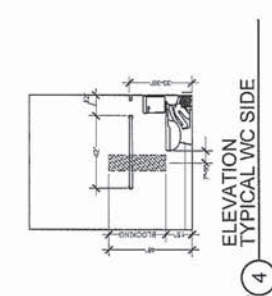
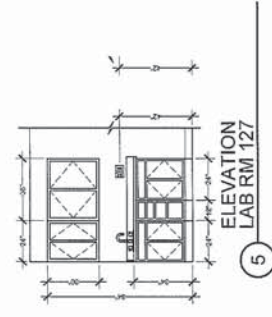
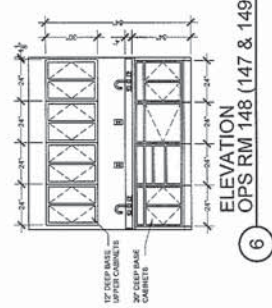
2 REAR ELEVATION



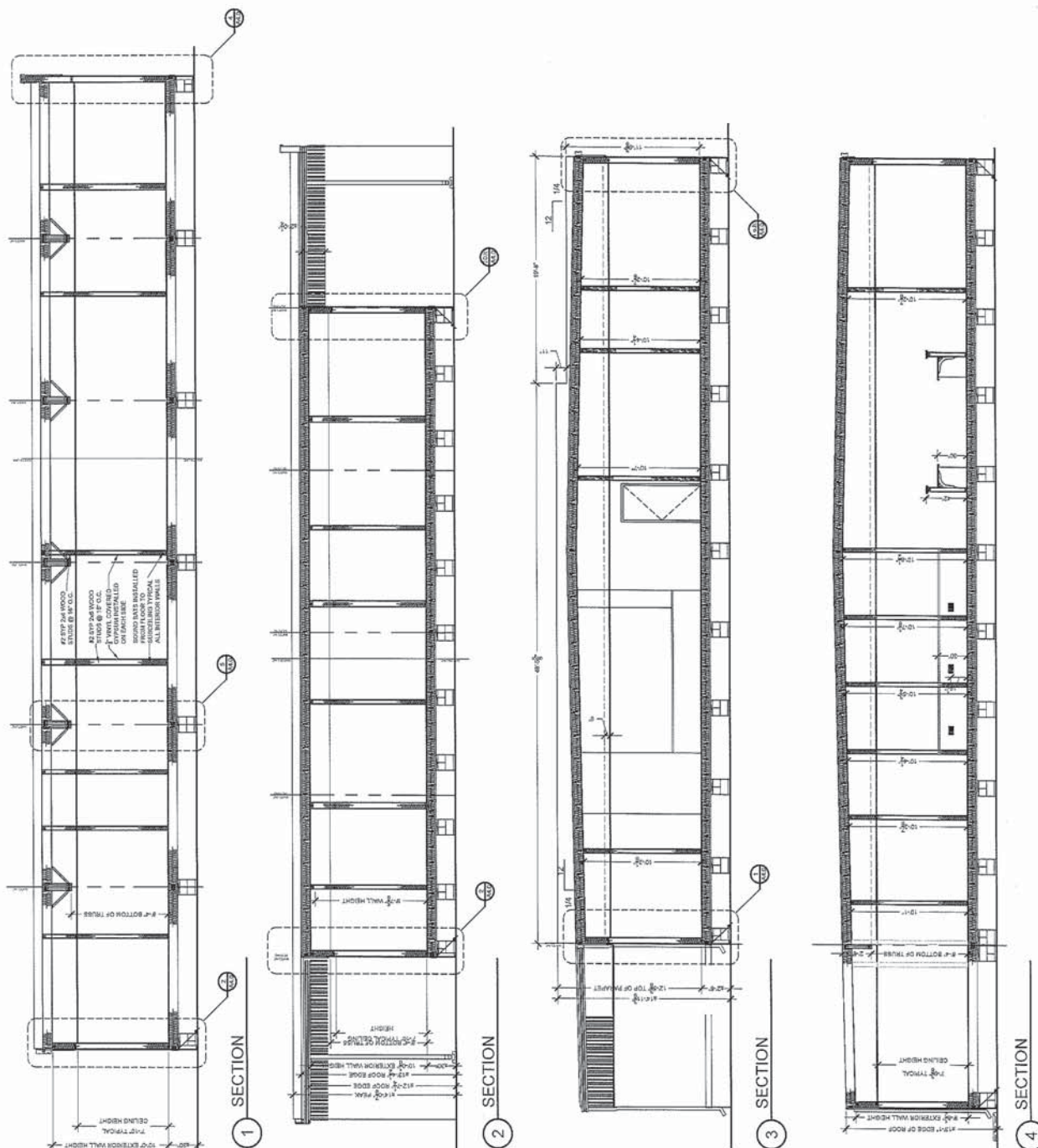
③ LEFT ELEVATION



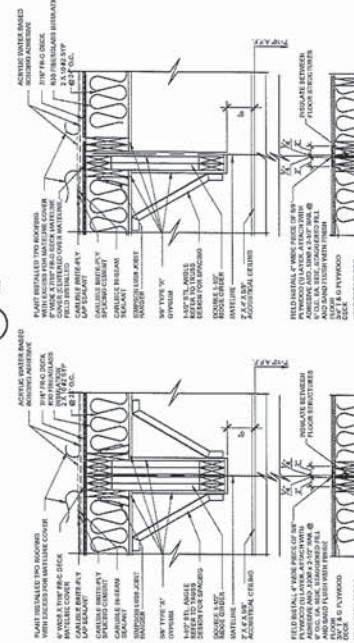
4 RIGHT ELEVATION



RamTech Building Systems, Inc.
 Registered Professional Engineer
 Registration Number: E-13499
 Expires: 06/30/2020
 1/17/2020 - BASE-CHC_ELE.dwg

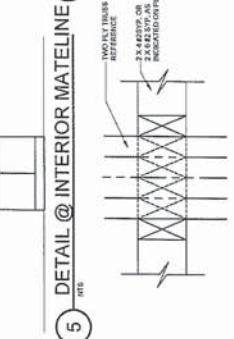


DETAIL @ EXTERIOR WALL



CONTINUOUS
BOTTOM BOARD

SEE PAGE 10 FOR DETAILS



11 PLAN DETAIL @ TRUSS





Travis Industries, Inc.
Professional Engineer
No. 13493
State of Texas
Exp. 06/30/2028



PFLUGERVILLE SD 2020												
DESCRIPTION	ROOM	EA	VA	POLE	WIRE	AMPS	POLE	VA	ROOM	DESCRIPTION	ROOM	EA
RECEPTACLES	11	6	120	1	12	12	1	120	RECEPTACLES	11	6	
RECEPTACLES	12	1	120	1	12	12	1	120	RECEPTACLES	12	1	
RECEPTACLES	13	1	120	1	12	12	1	120	RECEPTACLES	13	1	
RECEPTACLES	14	1	120	1	12	12	1	120	RECEPTACLES	14	1	
RECEPTACLES	15	1	120	1	12	12	1	120	RECEPTACLES	15	1	
RECEPTACLES	16	1	120	1	12	12	1	120	RECEPTACLES	16	1	
RECEPTACLES	17	1	120	1	12	12	1	120	RECEPTACLES	17	1	
RECEPTACLES	18	1	120	1	12	12	1	120	RECEPTACLES	18	1	
RECEPTACLES	19	1	120	1	12	12	1	120	RECEPTACLES	19	1	
RECEPTACLES	20	1	120	1	12	12	1	120	RECEPTACLES	20	1	
RECEPTACLES	21	1	120	1	12	12	1	120	RECEPTACLES	21	1	
RECEPTACLES	22	1	120	1	12	12	1	120	RECEPTACLES	22	1	
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RECEPTACLES	144	1	120	1	12	12	1	120	RECEPTACLES			

[illegible]

Robert Engineering Services, Inc.
Team
Registration Number: F-13498
Expires: 06/30/2020

Attachment 5
Citizen Comments

From: [RR Allen](#)
To: [David Harrell](#)
Subject: Special Use Request Project #202000338 - City Council Agenda July 7, 2020
Date: Tuesday, July 7, 2020 2:59:22 PM

Mr Harrell,

I had hoped to be able to address the Council in person but as that will not be possible I will try to briefly add to my previous comments that are already in the packet. As a former urban planner with 25 years of comprehensive experience, it is difficult for me to not have many thoughts, however.

I believe that I heard during the P&Z Commission meeting that the medical use is currently operating without the required specific use permit that it would have had to have had since 2014 to have been operating legitimately. I had been thinking until I received the notice for this request that I had been outside the notice area for the previous request. Then I thought perhaps I had been in a period of severe medical problems during the previous case and it had escaped my attention. I see that the application included in the Council packet appears different from the application included in the P&Z Commission packet and refers to an earlier permit from 2015. Could the staff please clarify how the medical use came to be in its current location and what its current status may be?

I noted that some of the P&Z Commissioners were appropriately concerned that a for-profit medical activity was being operated at the site. They seemed to be less concerned when they learned that most of the medical practice's clients outside of the students were aimed at low income families. While most people, including me, think that this is a good thing, technically it is a nonissue. It is always important for zoning decision makers to remember that zoning changes are granted to the land, not to the applicant or the proposed user. Once the change is made, even the most well-intended applicant can have a change of plans and transfer ownership, or at least occupancy, to someone else, who can then do anything legally allowed within the zoning, not just what was proposed by the original applicant at the time of the zone change. There is no obligation under this permit that the medical use serve any underserved population or even any students or employees of the Elgin ISD.

While I continue to have concerns about intensification of the overall activity on the parcel, I would have greatly reduced objections to the permit if the site of the medical building were to be located by the ISD technology building. This would remove all non-school traffic from the local streets, allow greater visibility for the medical use, and simplify parking issues, especially for the buses that serve the facility.

I note that the building in question is already in the location proposed. While it is certainly possible that the school district could use the building for a legitimate educational purpose

whatever the outcome of this case, I hate to see what appears to be a case of the Council's decision being taken for granted without regard to the Council's legitimate authority or the legitimate concerns of area residents.

Robert Allen

From: RR Allen

Sent: Friday, June 12, 2020 9:52 PM

To: dharrell@ci.elgin.tx.us <dharrell@ci.elgin.tx.us>

Subject: Special Use Request Project #202000338

Mr Harrell,

I am the property owner at 104 Robin Street, which appears to be designated as parcel 12171 on the supplied map. I am seeking additional information about the proposed request, most especially whether there is a site plan proposed for the project and whether it can be made available to me and others in time to make informed comments prior to the P&Z Commission meeting. The lack of an opportunity to see the staff presentation at the meeting and then make comments in person puts the public at a disadvantage, and if staff is to attempt to serve the public interest as well as I am sure that it desires to do, it puts staff at some time disadvantage as well.

Robert Allen

From: [RR Allen](#)
To: [David Harrell](#)
Subject: Special Use Project #202000338
Date: Saturday, June 20, 2020 2:59:22 PM

City of Elgin Planning & Zoning Commission,

My name is Robert Allen and I reside at 104 Robin Street. I oppose the granting of the special use request for a number of reasons.

1. The intensification of overall activity on the site by the proposed use is not compatible with the adjacent residential neighborhood. As long as the medical use was occupying unused space in the existing school building and the activity was entirely focused away from the neighborhood with all traffic for the medical use entering and exiting from the W. 2nd St. collector, there was no net impact on the neighborhood. The residents of the cemetery were unlikely to be bothered. The current proposal completely changes that.
2. The proposed location forces additional traffic down the local streets in the residential area. I know from experience and years of observation that contrary to logic, a significant portion of the traffic accessing the west side of the school site travels down Robin Street, sometimes at speeds that are in excess of the posted limit, other times at speeds that may not be technically in excess of the posted limit but that are nonetheless inappropriate for a one block-long residential side street where kids, people walking their pets and/or their babies, and old people like me are trying to walk around and live their lives.
3. Although looking at a map it may look like the site is close to the highway and other commercial zoning, the practical reality is that it is isolated from highway traffic and other commercial uses. Despite staff's comments about commercial/industrial type uses on the site, which are just school support services that are not open to the public and not subject to zoning control, almost all one can see when standing on the site of the proposed medical use are school things, churches, a very well-maintained vacant lot that is overflow parking for the Lutheran church, and houses. Part of the convenience store at the intersection of W. 11th and Highway 290 is visible at the end of Lark St. The tops of the light standards in the HEB parking lot are visible and at certain spots the HEB sign and parts of its roof can be seen. Highway 290 can be seen, but because of the grade separation, it cannot be accessed and it and the Lutheran church block most view of the commercial activity along the highway. The Lutheran church is in commercial zoning, but shows no sign of planning to move. Incrementally locating a public use activity in the middle of an area with no other public use is not a proper application of special use permits.
4. It is unclear where the additional parking spaces would be located or how the immediate site would drain. It appears likely that some folks will choose to park along

W. 10th St. As W. 10 St. has no curb and gutter the drainage is already bad and has recently been made worse by the installation of the AT&T cable to the school. Parking along W. 10th St. would cause deterioration of the road edges on both side and increase maintenance costs for the City of Elgin. The pavement is fairly narrow and any parking that took up even part of the pavement could easily cause occasional congestion, especially if there were more traffic activity in the immediate vicinity. A considerable amount of traffic uses Lark Street and W. 10th as a bypass to get around the four-way stop at W. 2nd St. and W. 11th St. If that traffic starts experiencing congestion due to parking along W. 10th, some of it will likely revert to coming down Robin St. as it did before Lark St. was given a good smooth pavement a few years ago. There are still too many folks that use Robin St. to avoid the four-way stop if they see any traffic at it once they come around the curve on W. 11th St. These folks are usually in a hurry and we don't need any more vehicles in a hurry added back onto Robin St.

5. Medical use special permits in residential zones are normally only used to allow nursing homes to exist in residential type settings or occasionally to allow doctor's offices as adaptive reuse of large residential buildings, especially on busy streets that have become somewhat undesirable for standard residential purposes. Plunking down prefab medical office buildings in residential zoning is not really an appropriate application of the special permit. It is allowed by the ordinance but so is allowing a motor raceway in residential zoning. Would any of you want that? I cannot imagine how that ever got in ordinance. Now I note that while a motor raceway can receive a special use permit in any district a horse track apparently cannot. A store selling beer can receive a special use permit in any district but if the store does not sell beer it fails to qualify. Apparently the writers of the ordinance liked to drink beer and drive fast. Perhaps they were NASCAR fans. The special use portion of the Elgin Zoning Ordinance really needs some work.
6. If it is imperative to have the medical use on this site, it would be more appropriate to site it on the north side of the lot next to where the technology office is. Of course, the school district, as most districts in my experience have done, chose to do what is most convenient for them without regard to the surrounding neighborhood. School districts, both boards and administrative staff, tend to have a very narrow focus and are unaccustomed to being subject to zoning considerations. In this case, the specific use request has been left to the last minute, with no time to implement alternate considerations. The very tone of the application is such that if their request, as submitted, is not approved then the medical use will go away to the detriment of the community thereby putting the onus on the City to approve the request. This is an improper way to do business. If the request had been submitted in a timely manner, and the ISD knew in plenty of time that they needed to move the medical use, then a more appropriate location could have been negotiated in time for any necessary utilities to be extended.

If this request is approved, the City of Elgin should at least mitigate the traffic effect on the residents of Robin Street by installing speed humps to prevent additional traffic from traveling at an unsafe speed down Robin Street. I have previously appeared before the City Council, with the support of all the residents of Robin Street to request this.

Robert Allen

From: acoatesbailey@austin.rr.com
To: [David Harrell](#)
Subject: concerns re: specific use and zoning variance request
Date: Monday, June 22, 2020 4:00:12 PM

To whom it may concern:

While I have no specific objections to the clinic proposed, I do have questions about traffic flow in that area. The reopening of the flex campus appears likely to add additional traffic problems in an area that is already congested during school opening and closing hours. What plans exist to alleviate or control traffic patterns in this area to ensure student safety as well as access to homes on the surrounding streets?

Angela Bailey
1004 W. 2nd St.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR A MEDICAL FACILITY USE AT THE PROPERTY LOCATED AT 902 W SECOND ST. IN A18 BURLESON, JONATHAN, ACRES 17.8900, (HIGH SCHOOL) BEING APPROXIMATELY 17/89 ACRES, CITY OF ELGIN, BASTROP COUNTY, TEXAS; 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 for a Specific Use Permit to allow a medical facility use at the property described in Exhibit “A” attached hereto and incorporated herein (“Property”); and

WHEREAS, the City Council has submitted the application 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 June 22, 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 a specific use permit be granted allowing for medical facility use at the Property; and

WHEREAS, on the 4th day of August 2020, after proper notification, the City Council held a public hearing on the requested application, and

WHEREAS, the City Council determines that the Specific Use Permit 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 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. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin’s Comprehensive Plan and further finds that enactment of this Ordinance is not inconsistent with or in conflict with any other polices or provisions of the Comprehensive Plan and the City’s Code of Ordinances.

II.

The Zoning District for the Property shall remain R-1 Single Family District, and the Ordinance granting a Specific Use Permit for the specific use on the property of medical facility is hereby adopted with the following conditions:

- A. The use will only operate from 8:00 A.M – 5:00 P.M. Monday – Friday ONLY.
- B. No parking signs to be placed on roadway in front of the school.
- C. Site plan to be revised reflecting minimum of 177 spaces for all uses versus a minimum 155 spaces for all uses.

III.

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 4th day of August 2020.

CHRIS CANNON, MAYOR

ATTEST:

Amelia Sanchez, City Secretary

Exhibit "A"**SPECIFIC USE APPLICATION**Date: May 15, 2015 ; amended June 11, 2020**SITE INFORMATION**Project Address: 902 W 2nd Street, Elgin, Texas

Parcel Identification Number (if no address): _____

APPLICANTName: Ramtech Building Systems, Inc.; Gary A. Davenport AIA, VP of ArchitecturePostal Address: 1400 US 287 South, Mansfield TX 76063E-Mail Address: gdavenport@ramtechgroup.com; Phone Number: 817-473-9376

The information given on this application is accurate to the best of my knowledge. All provisions of laws and ordinances governing this work will be complied with, whether specified on this application or not.



Signature

Gary A. Davenport

Printed Name

May 15, 2020

Date

Project Description:New Modular Office Medical Building for Community Health on Elgin ISD propertyin accordance with current operation relocating on the current Phoenix High Schoolcampus. The Specific Use will provide much needed medical exam, minor procedure,dentistry vaccination and medical provider services greatly benefitting the Elgin, TXcommunity. This Application includes additional parking space approvals, includingexisting buildings on the property that supply services to the entire Elgin schoolcommunity. The existing clinic is already in operation within the existing school andthis S.U.P. request is required as a result of relocating the services into a new building

be placed where two portable classrooms were previously removed. This new facility provides medical and dental services for the community whose absence would deny much needed health services and facilities for community citizens which is contrary to the public interest. Approval of this requested S.U.P. will enhance community services and is an

essential protection of the life, safety and welfare of the individuals using the facility meeting the spirit of the Zoning Ordinance.



310 North Main Street

P.O. Box 591

Elgin, Texas, 78621



(512) 281-0119



www.elgintx.com

Zoning Map

Exhibit "A"



6/14/2020, 4:21:26 PM

Bastrop County Parcels

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 Residential District

C-1 Neighborhood Shopping District

HEB

Area of Medical Center

1:4,163

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

TRC GIS, City of Elgin



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH BASTROP TRINITY INVESTORS, LLC, BTR DEVELOPMENT, INC., ELGIN MUNICIPAL UTILITY DISTRICT NO. 1 AND ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing a Development and Consent Agreement between the City and Bastrop Trinity Investors LLC, BTR Development Inc., Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2 (“the Developers”).

BACKGROUND:

Discussed at prior meetings; Harris & Straub LLC (now Bastrop Trinity Investors LLC, BTR Development Inc.) previously executed a Letter of Intent with the City Manager proposing a residential development project within City’s ETJ.

Following a due diligence process by both parties, city staff is recommending a Development and Consent Agreement, whose terms shall be binding upon the Developers.

This item was previously considered by Council at its 7/7 Meeting and although the votes were 4-3 in favor of the motion to approve, a City Charter provision stipulates “no action of the council shall be valid or binding unless adopted by the affirmative vote of five (5) or more members of the council”. This item is now being proposed for reconsideration primarily due to a full City Council not being present at this previous vote.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution authorizing a Development and Consent Agreement between the City and Bastrop Trinity Investors LLC, BTR Development Inc., Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution and (2) Development and Consent Agreement (3) Concept Plan

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH BASTROP TRINITY INVESTORS, LLC, BTR DEVELOPMENT, INC., ELGIN MUNICIPAL UTILITY DISTRICT NO. 1 AND ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City Manager previously executed a Letter of Intent (LOI) with Harris & Straub LLC in support of a conceptual plan for the development of certain real property within the City of Elgin Extraterritorial Jurisdiction; and,

WHEREAS, the LOI contemplated a project whereby Harris & Straub LLC, Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2 would construct a master-planned, residential project that will include parks and recreational facilities to serve the community; and,

WHEREAS, the city staff is now recommending authorization of a Development and Consent Agreement, that shall be binding upon Harris & Straub LLC (now Bastrop Trinity Investors LLC, BTR Development Inc.) and the associated Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No.2; and,

WHEREAS, the City Council have found and determined that the proposed Development and Consent Agreement with Bastrop Trinity Investors LLC, BTR Development Inc., Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2 will further the public interest and welfare and is necessary to promote opportunities for much needed affordable housing.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Development and Consent Agreement with Bastrop Trinity Investors LLC, BTR Development Inc., Elgin Municipal Utility District No. 1, and Elgin Municipal Utility District No. 2*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 4th day of August, 2020.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

DEVELOPMENT AND CONSENT AGREEMENT

AMONG

CITY OF ELGIN, TEXAS,

BASTROP TRINITY INVESTORS, LLC,

BTR DEVELOPMENT, INC.,

**ELGIN MUNICIPAL UTILITY DISTRICT NO. 1 AND
ELGIN MUNICIPAL UTILITY DISTRICT NO. 2**

DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This Development and Consent Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”), and **BTR Development, Inc.**, a Texas corporation (“Developer”). **Bastrop Trinity Investors, LLC**, a Texas limited liability company (“Owner”), the current fee simple owner of the Property (defined below), joins in this Agreement for the purpose of evidencing its consent to this Agreement. **Elgin Municipal Utility District No. 1** and **Elgin Municipal Utility District No. 2** (each, a “District” and, collectively, the “Districts”), each of which is a municipal utility district that has been created, will join this Agreement as set forth below and after such joinder shall become a party to this Agreement.

INTRODUCTION

The Developer has an option to purchase 385.861 acres of land described on **Exhibit A** attached hereto and made a part hereof, which land is owned by Owner as of the Effective Date (defined below).

The Developer intends to develop the land set forth on **Exhibit A** as a master-planned, residential community that will also include park and recreational facilities to serve the community. Because the Property, as hereinafter defined, constitutes a significant area that will be developed in phases under a master development plan, the Developer and the City wish to enter into this Agreement, which will provide an alternative to the City’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

The Developer and the City intend that this Agreement shall be binding upon the Districts from and after the date each District executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit B**, attached hereto and made a part hereof. Each District shall execute such joinder within ninety (90) days after the Commission issues an Order Appointing Directors to the Board of Directors of such District.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties’ contract as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City’s ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Additional Property. Any property which is contiguous to the Property which Developer wishes to be added to the Property governed by this Agreement, not to exceed fifty (50) acres in the aggregate.

Agreement: This Consent Agreement between the City, the Owner, the Developer, and, upon joinder, the Districts.

City: The City of Elgin, Texas, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas.

City Engineer: The City Engineer of the City.

City Manager: The City Manager of the City.

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

Concept Plan: The concept plan for the Property shown in **Exhibit C**, attached hereto and made a part hereof, and which may be amended from time to time in accordance with this Agreement.

County: Bastrop County, Texas.

Developer: BTR Development, Inc., or its successors and assigns under this Agreement.

Districts: Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2, each a political subdivision of the State of Texas created over the Property with the consent of the City.

Effective Date: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

Property: Approximately 385.861 acres of undeveloped land described on **Exhibit A**, being located in the City's extraterritorial jurisdiction, as well as any Additional Property that may be purchased by the Developer.

WWTP: City of Elgin Wastewater Treatment Plant No 1, located adjacent to the Property.

ARTICLE II DEVELOPMENT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Development Description. The Developer proposes to construct a master-planned, multi-phased residential project on the Property (the "Development") that is projected to include approximately 1,725 single-family residential lots, for a total of 1,725 living unit equivalents

(“LUEs”). The Development will also include: (i) approximately seven (7) acres of parkland; (ii) approximately twenty-three (23) acres of open space located within the 100-year floodplain; (iii) approximately seventeen (17) acres of open space located outside the 100-year floodplain; (iv) approximately five (5) acres of private amenity space for residents thereof; and (v) approximately two (2) acres for a public safety services site, all as initially depicted on the Concept Plan.

Section 2.02 Additional Property. To the extent the Developer, its successor or assign, or an affiliated entity of the Developer, acquires Additional Property from time to time, Developer shall provide notice of such acquisition, accompanied by a legal description, to the City and such Additional Property shall (i) be considered a part of the Property and subject to this Agreement, without the necessity of amending this Agreement, and (ii) be subject to and developed in accordance with the specifications of this Agreement. Upon such acquisition, Developer may cause to be recorded in the Bastrop County records a memorandum of this Agreement, incorporating the description of the Additional Property.

Section 2.03 Master Development Fee.

(a) **Master Development Fee.** As consideration for this Agreement, Developer agrees to pay the City a “Master Development Fee” of \$2,097,600, partially payable concurrently with and out of the proceeds of bonds issued by the Districts and partially in annual cash installments as provided for in Subsection 2.03(c) below. The Districts, however, shall not be obligated to issue bonds and shall not issue bonds until such time as the assessed value of the Property supports such issuance and the Districts’ financial advisor advises the Districts that issuing bonds is economically feasible.

(b) **Master Development Fee Payments.** The Master Development Fee will be made in installments. After each District issues its first series of bonds, ten percent (10%) of the bond reimbursements received by the Developer shall be paid to the City within ten (10) days of receipt of same. Thereafter, the Developer shall continue to pay to the City ten percent (10%) of the bond reimbursement received by Developer for each successive bond issuance. Each installment of the Master Development Fee will be paid by Developer to the City within ten (10) days of Developer’s receipt of the reimbursement. Once the City has received the entire balance of the Master Development Fee, no further payments from District bond issuances shall be due to the City. Regardless of the timing of the Districts’ bond issuances or timing of payment by the Developer of the Master Development Fee installments, no interest shall be due or owing on the Master Development Fee amount of \$2,097,600.

(c) **Advance Payments.** The initial \$300,000 of the Master Development Fee shall not be paid from bond proceeds, but shall be paid in three (3) annual cash installments of \$100,000 each. The first installment will be payable within thirty (30) days after the City approves the construction plans for the subdivision improvements required for the first subdivision plat submitted by Developer for approval. The two (2) subsequent \$100,000 payments shall be due and owing on the same day of each year thereafter. Each \$100,000 payment shall be credited against the \$2,097,600 Master Development Fee. These advance payments shall be in place of the initial \$300,000 payments that would be made concurrently out of bond proceeds, such that Developer shall not be required to pay the ten percent (10%) payment described in Subsection

2.03(b) on the initial \$3,000,000 of bond reimbursements received by Developer.

ARTICLE III WATER AND WASTEWATER SERVICE

Section 3.01 Water Utility Provider. The Property is located within the water certificate of convenience and necessity (“CCN”) held by Aqua Water Supply Corporation (“Aqua”). Wholesale water service to the Districts shall be provided by Aqua. Notwithstanding the above, wholesale or retail water service may be provided by the City if the portion of the Aqua CCN covering the Property is transferred to the City or state law permits the City the right to assume such jurisdiction.

Section 3.02 Wastewater Service. The City shall be the wholesale wastewater service provider to the Districts. As wholesale service provider, the City shall operate, maintain, and repair all components of the WWTP and wastewater system located outside the boundaries of the Districts. As the retail service providers, the Districts shall operate, maintain, and repair all components of the wastewater system within the boundaries of the Districts. The rates charged by the City for wholesale wastewater service to the Districts shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into a wholesale wastewater treatment service agreement with the Districts with the following terms:

(a) The City will provide or contract for the provision of wholesale wastewater utility services to the Districts sufficient to serve the land uses shown on the Concept Plan. The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, this Agreement does not prevent the Districts or their customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.

(b) The City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by residents within the Districts. The City will maintain an adequate wastewater treatment capacity at all times to serve the residents within the Districts at the same level these services are provided within the City. The City may limit service to the Districts in the same manner and to the same extent that service is limited inside the City limits.

(c) The Districts will have guaranteed reservation and ownership of capacity in the City’s wastewater utility system as set forth elsewhere in this Agreement.

(d) If necessary, the Developer will provide easements within the area of the Districts for all District master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure District wastewater flows. In the event wastewater mains enter the Districts from other City service areas, master meters will be installed at both ends of the system serving the Districts so that the differential flows will be measured to determine flows from District customers. The Developer and/or the Districts shall not be required to provide easements outside the area of the Districts.

The agreement may include other standard terms contained in City wholesale wastewater

service agreements that are not in conflict with the terms set forth above.

Section 3.03 Wastewater Treatment Plant Capacity Reservation. The City will expand the capacity of the WWTP as required to serve the Development and in accordance with the Concept Plan and under the following terms and conditions:

(a) Connection to WWTP. Developer, on behalf of the Districts, will design, permit and construct the wastewater line and related infrastructure necessary to connect the Property to the WWTP. Upon completion, the City will accept such wastewater line and related infrastructure for ownership, operation and maintenance as a portion of the City's wastewater system.

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

(c) Developer's Capacity Payment. Based on the Concept Plan and as set forth in that certain "Trinity Ranch Subdivision (Eglin, TX) Wastewater Demand Recommendation", dated May 6, 2019, from Brown & Gay Engineering, it is estimated that the required WWTP capacity to serve the Development at full build-out will be 0.310 MGD. Developer, on behalf of the Districts, will pay the City an amount equal to the product of \$2,550 per single-family residential lot or \$2,550 per LUE for any non-single-family residential lot [excluding any non-single-family residential lots conveyed to Aqua (defined below), the City, or the ESD (defined below)], multiplied by the actual number of single-family residential lots/LUEs within the Development, estimated to be approximately \$4,398,750 (the "Capacity Payment"), which will be applied by the City to pay the costs of such 0.310 MGD portion of the WWTP Expansion. The City is responsible for all costs of the WWTP Expansion in addition to the Capacity Payment, and all costs for any subsequent expansions to the WWTP, which will occur as the need arises per TCEQ criteria for design and construction of wastewater treatment plants. As a condition of the City's approval of each final plat for a portion of the Development, Developer will pay to the City the sum of \$2,550 per single-family residential lot or \$2,550 per LUE for any non-single-family residential lot within such final plat (excluding any non-single-family residential lots conveyed to Aqua, the City, or the ESD), which amount will fund the Capacity Payment and be utilized by the City to pay the costs of, in part, and reimburse the City for the costs of, in part, the 0.310 MGD portion of the WWTP Expansion.

(d) WWTP Plans. The WWTP Expansion will be designed by the City Engineer, or such other engineer as is selected by the City, in accordance with applicable rules and regulations.

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

conditions.

(f) Ownership of Facilities. The amount of 1,725 LUEs of capacity in the WWTP Expansion are reserved for full build out of Development on the Property. Upon completion, the WWTP Expansion shall be owned by the City, but 1,725 LUEs of capacity in the WWTP Expansion will be owned by Developer, on behalf of the Districts, and capacity sufficient to serve the Development shall be irrevocably and permanently reserved for and committed to Developer, on behalf of the Districts. Developer may, at any time, transfer such capacity to the Districts or to any subsidiary, parent company, or other affiliate of Developer upon written notice to the City. The parties agree that this Agreement shall constitute a contract that conveys an ownership interest in or a specified contractual capacity interest in the WWTP Expansion pursuant to 30 Texas Administrative Code Section 293.44(b)(3), or its successor.

(g) Impact Fees & Tap Fees. In consideration of Developer's payment of the Capacity Payment for cost participation in the WWTP Expansion as described in this Agreement, the City and Developer agree that from and after the Effective Date until the date that is five and one-half (5.5) years after the date on which the initial final plat of a portion of the Development is approved by the City the wastewater impact fee and the wastewater tap fee payable to the City for each LUE of wastewater service to the Development will be fixed at the amounts in effect as of the date of approval of such initial final plat, or the wastewater impact fee and/or the wastewater tap fee in effect at the time of City approval of the final plat of the portion of the Development to which such LUEs of wastewater service relate, whichever is less.

ARTICLE IV CONCEPT PLAN

Section 4.01 Phased Development. Developer intends to develop the Property in phases. Portions of the Property not under active development may remain in use as income- producing agricultural lands or as open space land.

Section 4.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval. The Developer shall provide to the City a copy of the engineering study that determines the location of the 100-year floodplain for the Property as of the date of the study.

Section 4.03 Development Review and Approval; Moratorium.

(a) City Review of Development; Internal Streets and Roadways. It is the parties' mutual desire that the City will have the sole responsibility for review and approval of all construction plans, development plans, preliminary plans, and subdivision plats within the

Property. However, the City's existing interlocal agreement with the County pursuant to Section 242.001(c) of the Texas Local Government Code, as amended, does not apply to the Property because it is located within the Districts and subject to this Agreement. The City and Developer agree to cooperate in pursuing the desired sole City responsibility for review and approval as set forth above, if possible, or an expedited review and approval by the County, if required by the County; provided, however, that under no circumstances will the City be obligated to accept streets, roadways, alleys, curbs, gutters/drainage systems, sidewalks, street lights, and or/related improvements within the Districts for ownership, operation and maintenance. With respect to such streets and roadways within the Districts, the parties agree that Developer will design and construct the streets and roadways solely to the City's applicable standards (*i.e.*, the Applicable Ordinances, as modified in Exhibit D hereto). The parties understand that the County will accept only the streets and roadways for operation and maintenance; the Districts will be obligated to maintain the gutters/drainage systems and street lights upon receipt of authorization from the County to utilize its right-of-way for such purposes; and the homeowners association for the Development (the "HOA") will be obligated to operate and maintain the sidewalks upon receipt of authorization from the County to utilize its right-of-way for such purposes.

(b) Moratorium. The parties acknowledge that the construction and funding of the utility and other improvements contemplated herein represent a significant investment by the Developer in the City's infrastructure. In exchange for this investment, the City agrees that any moratorium the City may impose on development or construction, whether it be imposed through the non-issuance of building permits or otherwise, shall not apply to the Property.

Section 4.04 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

Section 4.05 Amendments. Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Property (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to ten percent (10%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development. Such an increase of up to ten percent (10%) of the currently-planned unit count shall result in an increase of the Master Development Fee provided for in Section 2.04 hereof of \$1,600 per unit, payable as provided for in Section 2.04.

ARTICLE V CREATION OF DISTRICT

Section 5.01 Consent to Creation of District. The City acknowledges that Developer intends to develop the Development in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the Districts, including powers from Article III, Section 52 of the Texas Constitution. The City and Developer's predecessor-in-interest to the Property have entered into that certain Consent Agreement for Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2 dated on or about November 4, 2003, as amended (the "Original Consent Agreement"), providing for the creation of the Districts, which Districts have been created prior to the date hereof. Further, the City and Developer's predecessor-in-interest to the Property have entered into that certain Development Agreement by and between the City of Elgin, Texas and Elgin 384, L.P. dated on or about March 9, 2005 (the "Original Development Agreement"), regarding construction of the Development on the Property. The City and Developer hereby covenant and agree that, commencing on the Effective Date, this Agreement shall supersede and wholly replace the Original Consent Agreement and the Original Development Agreement, and the parties agree that on and after the Effective Date, the Original Consent Agreement and the Original Development Agreement shall have no further force or effect. The City agrees to provide a resolution affirming its consent to creation of the Districts, if requested by Developer or a District.

Section 5.02 Annexation. The City agrees that it will not annex the Districts until (i) all public infrastructure facilities (including but not limited to water, wastewater, roadway, drainage and recreational facilities) have been completed to serve 100% of the developable acreage within the Districts, and (ii) Developer has been reimbursed by the Districts for all such costs in accordance with the rules of the Commission or other laws of the State of Texas.

Section 5.03 Bonds. The Districts may issue bonds or notes for purposes authorized by applicable law, including: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the Districts; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.) of the Texas Water Code; (d) to purchase committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to Commission rules and regulations; and (e) subject to the approval of the Commission or statutory authorization to do so, to design, acquire, construct, and finance road improvements as provided in Section 54.234 of the Texas Water Code. The Districts may also issue bonds for refunding purposes. The Districts may reimburse Developer for expenditures authorized by Commission rules and regulations and this Agreement.

ARTICLE VI

DEVELOPMENT MATTERS

Section 6.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide “bundled” utilities within the Property.

Section 6.02 Public Safety Services Site. Developer and the City will work together to determine the location of the approximately 2-acre public safety services site within the Development, which the parties will endeavor to locate in an early phase of the Development (as agreed upon by Developer and the City, the “Public Safety Services Site”). Developer will, at the time of final platting the phase of the Development within which the Public Safety Services Site is located, convey the Public Safety Services Site to the City by warranty deed, at no cost to the City. The City shall not sell or convey the Public Safety Services Site to any third party, other than to an emergency services district or other public safety services entity (either, an “ESD”). Further, the Public Safety Services Site shall only be used for the construction and operation of an emergency services station or similar facility by an ESD. The City hereby agrees, and the warranty deed to the City shall state, that ownership of the Public Safety Services Site shall revert to Developer in the event that the City or a permitted successor-in-interest has not constructed and commenced operation of an emergency services station or similar facility within five (5) years of the date of conveyance from Developer to the City pursuant to this provision.

Section 6.03 Permitted Variances to City Development Requirements. In order to facilitate the development of the Property, the City agrees to provide variances to certain applicable development requirements set forth by City ordinance. No other action will be required on the part of the Developer to obtain such variances or initiate subdivision plat approvals that vary from the City’s development requirements, to the extent any variance is in conformity with **Exhibit D**, attached hereto and made a part hereof.

Section 6.04 Support for Elgin Public Schools. As further consideration for this Agreement, Developer will also pay to the City an additional fee of \$200 per single-family residential lot within the Development in general support of Elgin Public Schools, which based on the current Concept Plan would amount to \$330,000. Such fee will be paid to the City, as a condition of the City’s approval of each final plat for a portion of the Property, for each single-family residential lot within such final plat, such payments ultimately being conveyed by the City to the Elgin Independent School District for its general use.

Section 6.05 Transportation Improvements. Developer will provide a Traffic Impact Analysis (a “TIA”) providing information on the projected traffic associated with the Development, particularly as it relates to Swenson Boulevard, Upper Elgin River Road, and Central Avenue. The TIA will reflect that Upper Elgin Road is designed as the primary access point to the Development for all vehicular traffic; with Swenson Boulevard designed primarily as the secondary access point. The TIA will consider impacts of the entire Development based on the Concept Plan and will identify any potential traffic operational problems or concerns and recommend appropriate actions to address such problems or concerns. The TIA will also consider the potential traffic to be generated by other undeveloped land in the area and shall be consistent with applicable City ordinance requirements and the TxDOT Access Management Manual. In conjunction with any

such Developer improvements, the City may, at its sole discretion, cost participate in the construction of any offsite transportation improvements not identified by the TIA as it deems warranted and appropriate. In the event Developer desires to make landscape improvements to the existing section of Swenson Boulevard (plantings, lighting, pedestrian path, wayfinding, etc.), Developer and the City will work together to allow for such improvements. It is anticipated, and hereby acknowledged by both the City and Developer, that significant improvements and/or upgrades to adjacent public roadways will be required in support of the Development. Developer and/or the Districts shall be responsible for their proportionate share (based upon the impact of the Development on such traffic patterns as described in the TIA) of the costs associated with the design, engineering, and construction of improvements identified by the TIA at such times as traffic generated by the Development necessitates such improvements as set forth in the TIA.

ARTICLE VII PARK AND RECREATIONAL AMENITIES

Section 7.01 Parkland; Improvements. The Developer agrees that the park and open space shown on the Concept Plan, or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that the Developer will receive a 100% credit for such dedications against the City's parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required pursuant to the City's parkland dedication requirements. To the extent that the Developer's dedications of trails and/or parkland, if any, do not offset all City parkland dedication requirements, Developer will pay parkland fees in accordance with applicable City ordinance requirements. Developer acknowledges that the Development must also comply with the City's parkland improvement requirements. Developer will submit plans for such improvements to the City prior to installation and, to the extent that the installation of such improvements does not offset all City parkland improvement requirements, Developer will pay parkland improvement fees in accordance with City ordinance requirements.

ARTICLE VIII AUTHORITY AND VESTING OF RIGHTS

Section 8.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 402.104, Texas Local Government Code and Section 212.172 of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Agreement to guarantee the continuation of the extraterritorial status of the Property as provided in this Agreement; authorize certain land uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Property. A memorandum of this Agreement may be filed by the Developer in the real property records of Bastrop County.

Section 8.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the

Development on the Property, and initiates the subdivision and development permit process for the Development on the Property. The City acknowledges that Developer has vested authority to develop the Development on the Property in accordance with this Agreement, subject to any limitations contained in Chapter 245, Texas Local Government Code. Except as otherwise provided in this Agreement, the City rules, regulations and ordinances applicable to the development of the Development on the Property during the term of this Agreement will be those applicable City rules, regulations and ordinances (collectively, “Applicable Rules”) in force and effect as of the Effective Date (the “Vesting Date”), which is the date on which the first application was filed with the City for development of the Development. No City rules, regulations or ordinances adopted after the Vesting Date are or will be applicable to the Development, unless otherwise provided in this Agreement or applicable state law, or the application is agreed to, in writing, by Developer and the City. For the term of this Agreement, the development and use of the Development will be controlled by the terms of this Agreement and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

ARTICLE IX

TERM, ASSIGNMENT AND REMEDIES

Section 9.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

Section 9.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer and, following joinder of the Districts, the Districts, and may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owners of the portion of the Property affected by the amendment or termination and, following creation of the Districts, the District(s) containing such portion of the Property.

Section 9.03 Assignment.

(a) This Agreement, and the rights of Developer hereunder, may be assigned by Developer, with the City’s consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City’s consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to all or a portion of the Property, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of

nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

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

Section 9.04 Remedies.

(a) If the City defaults under this Agreement, Developer may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City’s consent to the creation of the Districts.

(b) If Developer defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer. If Developer fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City’s consent to the creation of the Districts.

(c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney’s fees, expenses and court costs from the non-prevailing party.

Section 9.05 Cooperation.

(a) The City and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire from Bastrop County in order to avoid the duplication of facilities or services in connection with the development of the Property.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Public Infrastructure. Except as otherwise provided herein, the Districts and/or the Developer on behalf of the Districts, as the case may be, will be fully responsible for all design, construction, funding, maintenance, and ownership of any and all public infrastructure improvements within the boundaries of the Districts, including but not limited to all internal water distribution and wastewater collection systems, sidewalks, street lighting, public and private parkland facilities (unless conveyed to the HOA, whereupon the HOA will be responsible), stormwater drainage facilities, retention walls, public landscaping/irrigation (unless conveyed to HOA, whereupon HOA will be responsible), and related engineering and design during the term of this Agreement or upon full annexation, whichever occurs first; provided, however, that the County will be responsible for the operation and maintenance of all public streets and roadways within the Development and the HOA will be responsible for the operation and maintenance of all public sidewalks, if any, within the County's right-of-way.

Section 10.02 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

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

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

DEVELOPER: BTR Development, Inc.
Attn: Joseph W. Straub
4408 Spicewood Springs Road
Austin, Texas 78759

With Required Copy to: Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 10.03 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 10.04 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 10.05 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 10.06 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 10.07 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 10.08 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

Section 10.09 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term “force majeure” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Section 10.10 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Legal Description of Property
Exhibit B – Form of District Joinders
Exhibit C – Concept Plan
Exhibit D – Permitted Variances to City Development Requirements

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

(signatures on the following page)

THE CITY:

CITY OF ELGIN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF BASTROP §

 This instrument was acknowledged before me on _____, 2020, by
_____, _____ of the City of Elgin, Texas, a home-rule city on behalf
of said City.

Notary Public Signature

(Seal)

OWNER:

BASTROP TRINITY INVESTORS, LLC,
a Texas limited liability company

By: _____
James R. Harris, Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2020, by James R. Harris, Manager of Bastrop Trinity Investors, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public Signature

(Seal)

DEVELOPER:

BTR DEVELOPMENT, INC.,
a Texas corporation

By: _____
Joseph W. Straub, President

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2020, by Joseph W. Straub, President of BTR Development, Inc., a Texas corporation, on behalf of said corporation.

Notary Public Signature

(Seal)

EXHIBIT A

LEGAL DESCRIPTION

All of that certain 385.861 acres, more or less, located in Bastrop County, Texas, comprised of the following tracts:

Tract 1: 384.406 acres, more or less, located in Bastrop County, Texas, more particularly described by metes and bounds on Exhibit A-1 attached hereto and incorporated herein; and

Tract 2: 1.455 acres, more or less, located in Bastrop County, Texas, more particularly described by metes and bounds on Exhibit A-2 attached hereto and incorporated herein.

Exhibit A-1

Tract 1

384.406 ACRES

A PARCEL OF LAND IN THE ELIZABETH STANDIFER SURVEY, ABSTRACT 59, IN BASTROP COUNTY, TEXAS, BEING A PART OF THAT 294.496 ACRE TRACT OF LAND CONVEYED TO THE RIVERS FAMILY LIMITED PARTNERSHIP D, BY DEED RECORDED IN VOLUME 917, PAGE 766 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PART OF THAT 132.1 ACRE TRACT OF LAND CONVEYED TO THE RIVERS FAMILY LIMITED PARTNERSHIP D, BY DEED RECORDED IN VOLUME 793, PAGE 577 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, SAID 132.1 ACRE TRACT OF LAND BEING THE SAME PROPERTY RECORDED IN VOLUME 94, PAGE 187 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT 10 ACRE TRACT OF LAND CONVEYED TO THE RIVERS FAMILY LIMITED PARTNERSHIP D IN THE SAID DEED RECORDED IN VOLUME 793, PAGE 557, SAID 10 ACRES BEING THE SAME PROPERTY DESCRIBED IN VOLUME 84, PAGE 438 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND BEING THE SAME PROPERTY DESCRIBED IN DEED BOOK 44, PAGE 637 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at 3" steel fence corner post in the East Line of the Upper Elgin River Road, said point being the Southwest Corner of the said 294.496 Acre Tract and also lying in the Northerly Line of that 103.11 acre tract of land conveyed to William Wesley Schmidt and wife, Alma Schmidt, by deed recorded in Volume 180, Page 650 of the Deed Records of Bastrop County, Texas;

Thence N.28°57'45"E., along the West Line of the said 294.496 Acre Tract, a distance of 2626.52 feet to a ½" iron rod set;

Thence S.61°14'10"E., crossing the said 294.496 Acre Tract, a distance of 1303.64 feet to a ½" iron rod set;

Thence N.28°50'12"E., at a distance of 594.81 feet pass the North Line of the said 294.496 Acre Tract, the same being the South Line of the said 132.1 Acre Tract, in all a total distance of 1638.56 feet to a ½" iron rod set in the North Line of the said 132.1 acre tract, the same being the South Line of that 45.063 acre tract of land conveyed to Elgin Breeding Service, a partnership, by deed recorded in Volume 319, page 257 of the Deed Records of Bastrop County, Texas;

Thence S.61°15'20"E., along the North Line of the said 132.1 Acre Tract, the same being the South Line of the said 45.063 Acre Tract, and along a fence, a distance of 965.78 feet to a fence corner post for the Southeast Corner of the said 45.063 Acre Tract and for the Southwest Corner of that 28.7345 acre tract of land conveyed to W. H. Cardwell, trustee, by deed recorded in Volume 287, Page 255 of the Deed Records

384.406 ACRES

of Bastrop County, Texas;

Thence S.61°58'32"E., along the North Line of the said 132.1 Acre Tract, the same being the South Line of the said 28.7345 Acre Tract, a distance of 1470.34 feet to a fence corner post;

Thence S.61°15'43"E., along the North Line of the said 132.1 Acre Tract, the same being the South Line of the said 28.7345 Acre Tract, at a distance of 382.18 feet pass the Southwest Corner of that 11.476 acre tract of land conveyed to the Lower Colorado River Authority by deed recorded in Volume 871, Page 687 of the Official Records of Bastrop County, Texas, in all a total distance of 836.20 feet to a ½" iron rod found for the Southeast Corner of the said 11.476 Acre Tract and for the Southwest Corner of that 2.000 acre tract of land conveyed to Conrado Jonse III and wife, Lisa Jonse, by deed recorded in Volume 423, Page 516 of the Official Records of Bastrop County, Texas;

Thence S.61°22'14"E., along the North Line of the said 132.1 Acre Tract, the same being the South Line of the said 2.000 Acre Tract, a distance of 294.42 feet to a ½" iron rod found for the Southeast Corner of the said 2.000 Acre Tract;

Thence S.61°23'02"E., along the North Line of the said 132.1 Acre Tract, the same being the South Line of the remainder of that 16.12 acre tract of land conveyed to Pedro Baga, by deed recorded in Volume 113, Page 266 of the Deed Records of Bastrop County, Texas, at a distance of 331.44 feet pass the Northeast Corner of the said 132.1 Acre Tract and continue with the North Line of the said 10 Acre Tract, a distance of 602.24 feet to a nail set;

Thence S.61°35'10"E., along the North Line of the said 10 Acre Tract, the same being the South Line of a Cemetery, a distance of 93.92 feet to a 3" steel fence corner post and the Northeast Corner of the said 10 Acre Tract;

Thence S.28°14'58"W., along the East Line of the said 10 Acre Tract, a distance of 1200.02 feet to a 3" steel fence corner post for the Southeast Corner of the said 10 Acre Tract;

Thence N.61°31'52"W., along the South Line of the said 10 Acre Tract, in part, and continuing along a South Line of the said 132.1 Acre Tract, at a distance of 97.14 feet pass a ½" iron rod found for the Northeast Corner of that 50 acre tract of land conveyed to Heine Neidig by deed recorded in Volume 160, Page 300 of the Deed Records of Bastrop County, Texas, and at a distance of 364.72 feet pass the Southwest corner of the of said 10 Acre Tract, in all a total distance of 1305.63 feet to

384.406 ACRES

a 3" steel fence corner post for the Northwest Corner of the said 50 Acre Tract and for the Southerly Northeast corner of the said 294.496 Acre Tract;

Thence S.27°09'42"W., along the East Line of the said 294.496 Acre Tract, the same being the West Line of the said 50 Acre Tract, a distance of 1489.00 feet to a 3" steel fence corner post in the North Line of that 99.294 acre tract of land conveyed to a. E. Massengale, Jr. And Linda D. Massengale, by deed recorded in Volume 825, Page 377 of the Official Records of Bastrop County, Texas;

Thence along the Easterly Line of the said 294.496 Acre Tract, the same being the Northerly and Westerly lines of the said 99.294 Acre Tract the following two (2) courses:

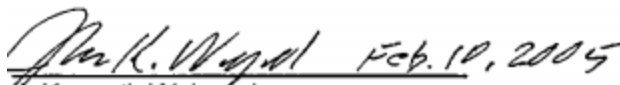
1. N.61°20'05"W., a distance of 668.18 feet to a 3" steel fence corner post;
2. S.28°20'03"W., a distance of 1610.81 feet to a 3" steel fence corner post for the Southeast Corner of the said 294.496 Acre Tract and the Southwest Corner of the said 99.924 Acre Tract;

Thence N.60°43'54"W., along the South Line of the said 294.496 Acre Tract, the same being the North Line of that 170.255 acre tract of land conveyed to Fred D. Hooper, jr., and wife, Mary E. Hooper, by deed recorded in Volume 300, Page 733 of the Deed Records of Bastrop County, Texas, a distance of 1233.64 feet to a ½" iron rod found for the Northwest Corner of the said 170.255 Acre Tract and the Northeast Corner of the said 103.11 Acre Tract;

Thence along the South Line of the said 294.496 Acre Tract, the same being the North Line of the said 103.11 Acre Tract the following two (2) courses:

1. N.60°30'22"W., a distance of 1324.64 feet to ½" iron rod set;
2. N.61°39'45"W., a distance of 1110.20 feet to the said Point of Beginning.

Containing 384.406 acres, more or less.


J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying, Inc,
1212 East Braker Lane
Austin, Texas 78753



Exhibit A-2

Tract 2

1.455 ACRES - SWENSON BOULEVARD EXTENSION

A PARCEL OF LAND IN BASTROP COUNTY, TEXAS, BEING A PART OF THE ELIZABETH STANDIFER SURVEY, ABSTRACT No. 59, AND BEING A PART OF THAT 45.063 ACRE TRACT OF LAND CONVEYED TO ELGIN BREEDING SERVICE, A PARTNERSHIP, BY DEED RECORDED IN VOLUME 319, PAGE 257 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at a 1/2" iron rod found in the North Line of the said 45.063 Acre Tract the same being the Southeast Corner of Lot 4, Elgin Business Park, according to the plat thereof recorded in Cabinet 4, Slide 20-A of the Plat Records of Bastrop County, Texas;

Thence S 81°14'04"E., along the North Line of the said 45.063 Acre Tract, the same being the Southerly Terminus of Swenson Boulevard as shown on the said plat of Elgin Business Park, a distance of 80.03 feet to a 1/2" iron rod found for the Southwest Corner of Lot 3 of the said plat of Elgin Business Park,

Thence S 30°16'51"W., crossing the said 45.063 Acre Tract, a distance of 792.32 feet to a 1/2" iron rod set in the South Line of the said 45.063 Acre Tract, the same being the North Line of that 132.1 acre tract of land conveyed to the Rivers Family Limited Partnership D, by deed recorded in Volume 793, Page 577 of the Official Records of Bastrop County, Texas from which point a fence post for the Southeast Corner of the 45.063 Acre Tract bears S 61°15'20"E., 256.83 feet,

Thence N 61°15'20"W, along the South Line of the said 45.063 Acre Tract, the same being the north line of the 132.1 Acre Tract, a distance of 80.03 feet to a 1/2" iron rod set,

Thence N 30°16'51"E, crossing the said 45.063 Acre Tract, a distance of 792.35 feet to the said Point of Beginning.

Containing 1.455 acres, more or less

John K. Weigand 2-23-2005
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying, Inc.
1212 East Braker Lane
Austin, Texas 78753

EXHIBIT B

FORM OF DISTRICT JOINDERS

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Joinder Agreement”), dated as of _____, 2020, is executed by ELGIN MUNICIPAL UTILITY DISTRICT NO. 1 (“District”), in connection with that certain Consent Agreement (the “Consent Agreement”) entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Bastrop County, Texas (the “City”), and BTR DEVELOPMENT, INC., a Texas corporation (“Developer”), dated effective as of _____, 2020. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

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

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

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

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

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

ELGIN MUNICIPAL UTILITY DISTRICT NO. 1

By: _____

Printed Name: _____

Title: _____

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, 2020, is executed by ELGIN MUNICIPAL UTILITY DISTRICT NO. 2 ("District"), in connection with that certain Consent Agreement (the "Consent Agreement") entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Bastrop County, Texas (the "City"), and BTR DEVELOPMENT, INC., a Texas corporation ("Developer"), dated effective as of _____, 2020. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with the third introductory paragraph of the Consent Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Consent Agreement. Accordingly, the District hereby agrees as follows with the City and Developer:

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

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

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

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

ELGIN MUNICIPAL UTILITY DISTRICT NO. 2

By: _____

Printed Name: _____

Title: _____

CONCEPT PLAN

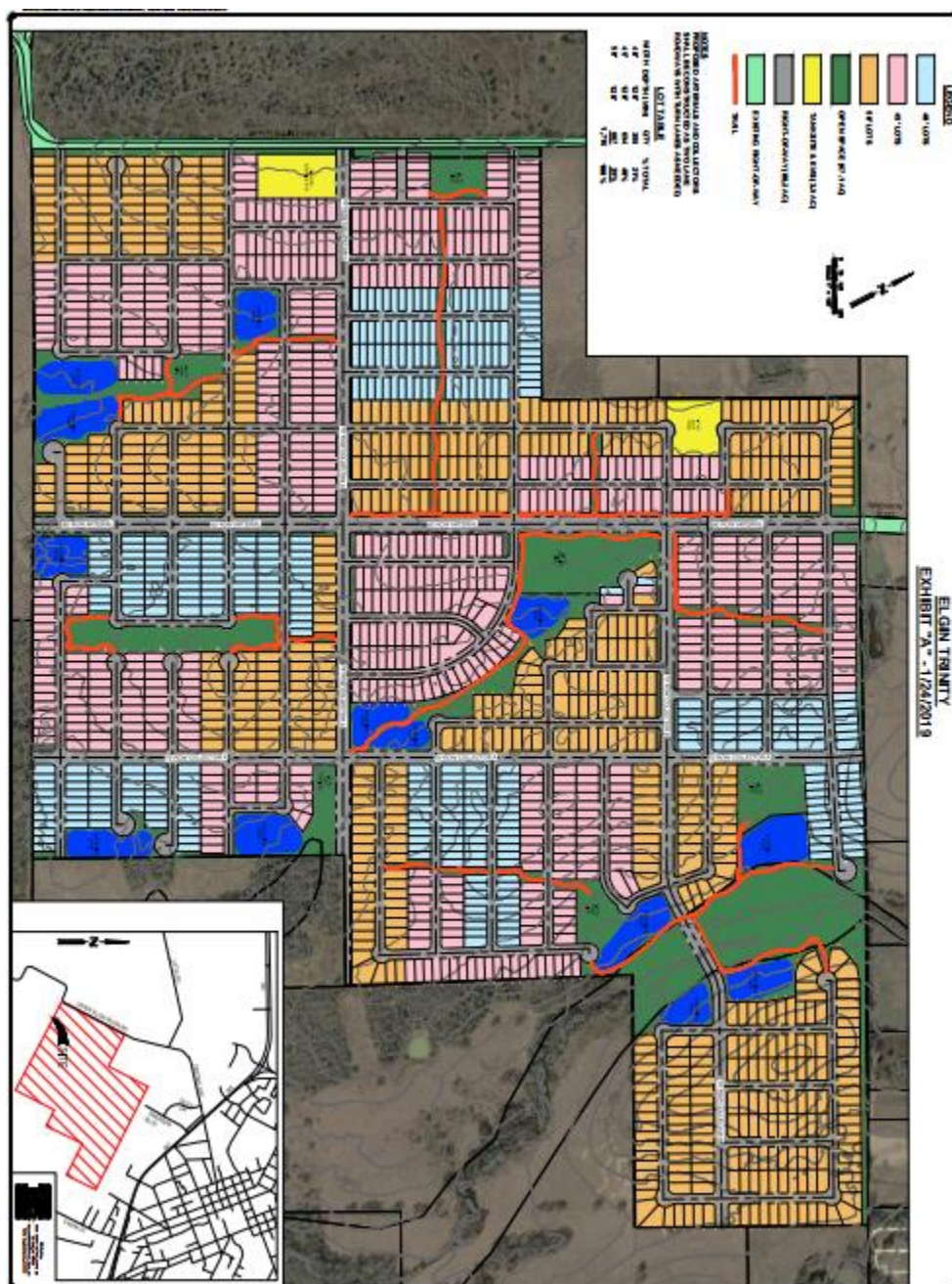


EXHIBIT D

PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

A. Applicability of Development Requirements.

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City's extraterritorial jurisdiction and the Development will be subject only to City ordinances that apply to construction and operation of single-family residential subdivisions located within the City's extraterritorial jurisdiction, which, as of the Effective Date, are Chapter 32 of the City's Code of Ordinances (Signs) and Chapter 36 of the City's Code of Ordinances (Subdivision) (together, the "Applicable Ordinances").

The City hereby grants the following variances from the Applicable Ordinances:

1. Chapter 32 of the Applicable Ordinances shall not apply to the Development.
2. All references within Chapter 36 of the Applicable Ordinances to zoning and other City ordinances that only apply within the City's corporate city limits shall not apply to the Development.
3. Sec. 36-29(h) – The Concept Plan shall expire upon termination of this Agreement.
4. Sec. 36-30(g) – A preliminary plat shall expire 10 years after the date of approval.
5. Sec. 36-79 – Alleys within the Development shall be: (i) exempt from all design criteria; (ii) public or private, at Developer's election; (iii) constructed without curb and gutter of either asphalt or concrete, at Developer's election; and (iv) a minimum of twelve feet (12') in width for one way alleys and eighteen feet (18') in width for two-way alleys.
6. Sec. 36-80 – Major Streets shall have a dedicated right-of-way of seventy five feet (75') and a paving width of forty-five feet (45'). Collector Streets shall have a dedicated right-of-way of sixty feet (60') and paving width of forty feet (40'). Minor or residential streets shall have a right-of-way width of fifty feet (50') and paving width of twenty-eight feet (28').
7. Sec. 36-80(4) – Streets with a width of less than one hundred feet (100') will not be designed with increased right-of-way on either side of any intersection with Major Streets and Minor Streets.
8. Sec. 36-82(1) – All streets, major, secondary or minor, shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).

9. Sec. 36-83(a) Cul-de-sac maximum length shall not exceed eight hundred feet (800'), measured from center of turnaround to centerline of connecting road. A maximum of thirty (30) units shall be serviced from each cul-de-sac.
10. Sec. 36-140 – Eight feet (8') wide meandering concrete trails may be utilized in lieu of street sidewalks and located on only one side of Collector Streets within the Development.
11. Sec. 36-141 – Street sidewalks and concrete trails along streets may meander outside the right-of-way in response to grading, existing trees or to create landscape planting areas along roadways. In the event that sidewalks are not located within the right-of-way, an easement shall be created to accommodate the sidewalks.
12. Sec 36-142 – Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot. Sidewalks along roadways in which there is not a residential lot shall be constructed during installation of associated landscaping. Said sidewalks and landscaping shall be installed along roadways within three years of construction of said roadway.
13. Sec. 36-170 – All lots platted in subdivisions located within the Development shall be a minimum of 3,600 square feet.
14. Sec. 36-171 – All lots platted in subdivisions located within the Development shall be a minimum of thirty feet (30') in width.
15. Sec. 36-202(a)(1) and (2) and (b)(3) – Residential blocks for through streets shall be no longer than sixteen hundred feet (1,600'), measured along the center of the block, nor shorter than five hundred feet (500'). Maximum block length along a major street shall be two thousand feet (2,000'), except under special conditions upon approval from the planning and zoning commission. There shall be no maximum length for a loop road.
16. Sec. 36-313(b) – There shall be no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, driveways, utility infrastructure, floodplain mitigation or recreational/amenity ponds or other water features.
17. Sec. 36-366 – To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter 217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development.

18. Sec. 36-370 – To the extent that the terms and provisions of Sec. 36-370 of the Applicable Ordinances and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.

Further, the City agrees that this Agreement, including all exhibits hereto, shall also serve as guidance for review and approval of any additional variances, waivers or other approvals not specifically provided in this Agreement, but necessary for construction of the Development as shown on the Concept Plan.

B. Single Family Residential Lot Design Standards.

The Following standards shall apply for all single family lots:

Front Setback: Fifteen feet (15')

Rear Setback: Ten feet (10')

Side Setback: Five feet (5')

Corner Side Setback: Fifteen feet (15')

Building Height: Thirty-five feet (35'), as measured as the vertical distance from the front door threshold to the highest point of the roof.

C. Roadway Standards.

1. Collector Streets, at Developer's election, may be designed with landscaped medians to improve aesthetic quality and preserve trees.
2. Collector Streets, at Developer's election, may be designed with a laydown or ribbon curb, so long as the runoff from such streets is captured and conveyed in a manner approved by the City Engineer.
3. Local Streets, at Developer's election, may be designed with a six inch (6") rollover curb.
4. Notwithstanding any contrary provisions of the Applicable Ordinances or this Agreement, in the event that the streets within the Development are designed and constructed pursuant to County requirements pursuant to Section 4.03 of this Agreement, the City hereby grants all required variances from the Applicable Ordinances necessary to permit construction of such streets to County standards.

D. Drainage and Grading.

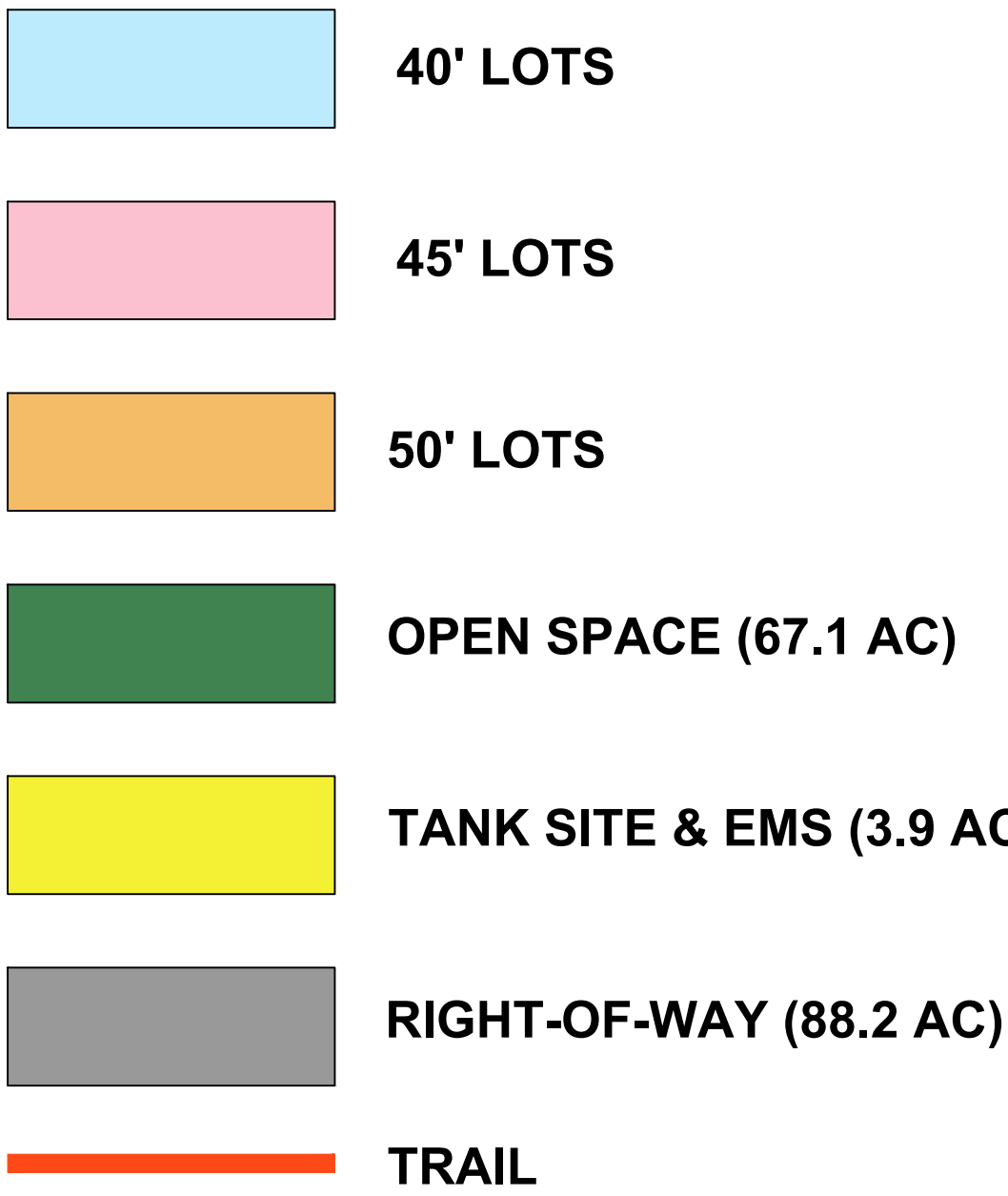
Drainage collection facilities may be constructed with a mix of open concrete-lined (flowline and side slopes) channel and underground storm sewers.

E. Parkland Dedication.

The Developer shall dedicate parkland as described in Section 7.01 of this Agreement. Due to the size, topography, natural features, aesthetics and constraints of the Property, the Developer and the City recognize some phases may dedicate more than required and others less than. Accordingly, Developer shall keep a running total with each preliminary plat of the planned and previously dedicated parkland mitigation to ensure compliance for the overall Development, rather than a plat-by-plat basis.

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

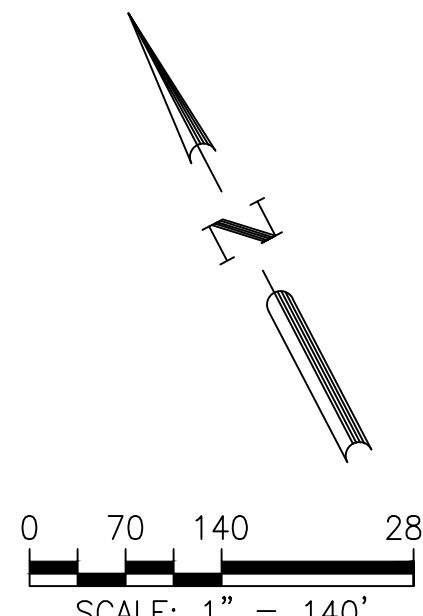
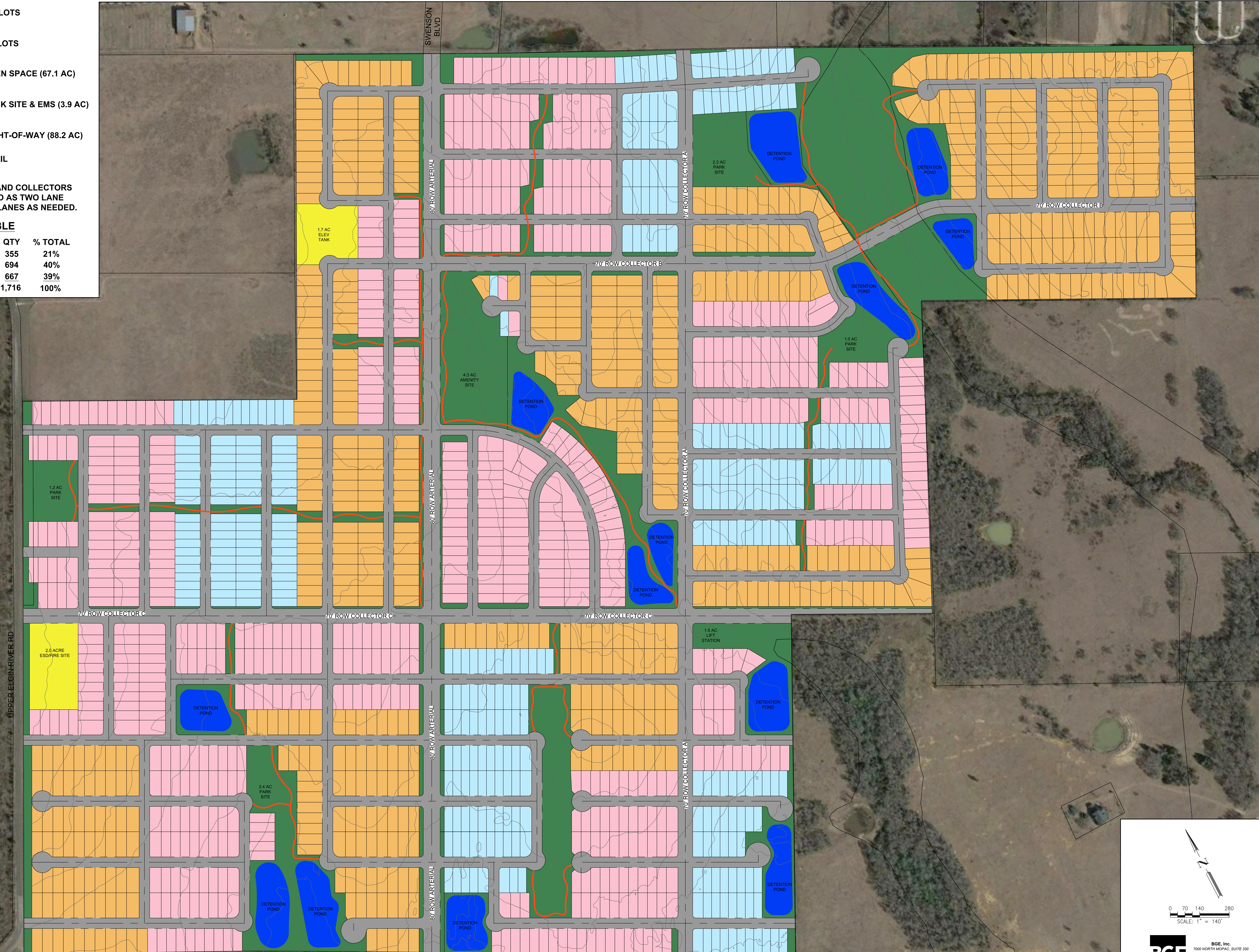
LEGEND



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

LOT TABLE

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



BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TX 78731
TEL: 512-879-0400 • www.bgeinc.com
TBBE Registration No. E-1016



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2020 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2020 THROUGH SEPTEMBER 2025; AND PROVIDING FOR RELATED MATTERS.

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and adoption of Resolution approving 2020 Five-Year Capital Plan (5YRCP) for both Capital Projects.

BACKGROUND:

Discussed at previous meetings; This action was scheduled as part of the FY2010-21 Budget Development Calendar and represents a formative step in the final development of the FY2010-21 Annual Budget.

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

The City Council conducted a Public Hearing on the Proposed 5YRCP at the July 21 Meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption of the Resolution approving 2020 Five-Year Capital Plan (5YRCP) for Capital Projects, as may or may not be amended.

ATTACHMENTS:

None (Council has already been provided copies of the 5YRCP. Copies are available for review by the public at City Hall or the Elgin Public Library or on the city website).

{ } 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 AND ADOPTING THE 2020 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2020 THROUGH SEPTEMBER 2025; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Manager has prepared and submitted the proposed *City of Elgin 2020 Five-Year Capital Improvement Plan - Capital Projects*, describing projected capital improvement expenditures and/or projects for all municipal operations the next five years ensuing; and,

WHEREAS, the Mayor and City Council has considered and reviewed this proposal, and conducted a Public Hearing to review the plan; and,

WHEREAS, the Mayor and City Council has amended the program as deemed appropriate and has now determined same to be an effective and accurate current projection of anticipated capital expenditures for the next five years.

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

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

Section 2. The *City of Elgin 2020 Five-Year Capital Improvement Plan - Capital Projects* is hereby approved and adopted, a copy of which is to be attached hereto marked "Exhibit A" and made part of this Resolution as if copied verbatim herein.

Section 4. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 4th day of August 2020

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING EXECUTION OF A LEASE WITH CAPITAL AREA RURAL TRANSIT AUTHORITY (CARTS) FOR 201 CENTRAL AVENUE.

DEPARTMENT: Community Services

PROPOSED ACTION: approve a Resolution of the city council of the City of Elgin, Texas authorizing execution of a lease with Capital Area Rural Transit Authority (CARTS) for 201 Central Avenue.

BACKGROUND

Located at 201 Central Avenue, the site is currently a vacant lot. CARTS has secured grant funding to build a facility for public transportation that would include permanent public restrooms, which would be managed and maintained by the City of Elgin. CARTS provides transportation to Austin via the Elgin Manor 990 Express Monday through Friday, and offers a variety of routes through the Interurban program as well as paratransit, and curb to curb programs for medical appointments. The permanent public restrooms would be maintained by the City of Elgin and would be open to the public on a schedule similar to the public restroom facilities at community parks. The City would provide utility infrastructure and extend the parking area related to the site in support of the overall project. The project is estimated at \$500,000. The location was a featured element in the Sustainable Places plan competed in 2014 where adding a permanent transit station was recommended for that site.

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.

RESOLUTION NO: _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS AUTHORIZING EXECUTION OF A LEASE WITH CAPITAL
AREA RURAL TRANSIT AUTHORITY (CARTS) FOR 201 CENTRAL
AVENUE.**

WHEREAS, Capital Area Rural Transit System has secured grant funding to build a facility for public transportation that would include permanent public restrooms in downtown Elgin; and

WHEREAS, the City of Elgin desires to have a permanent public transit stop and public restrooms downtown at 201 Central Avenue; and

WHEREAS, the Governing Body of the City of Elgin desires to reaffirm its support of the Project and approve and authorize the execution of a lease with Capital Area Rural Transit System .

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Elgin that City Manager Thomas Mattis is authorized to enter into a lease agreement with Capital Area Rural Transit System for this Project.

**APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE
CITY OF ELGIN, TEXAS ON THE 4th DAY OF AUGUST.**

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

LEASE AGREEMENT
Elgin Intermodal Station

Preamble

This Lease Agreement is made and entered into this 1st day of September, 2020, by and between the City of Elgin, a Texas home-rule municipal corporation (referred to in this lease as "Lessor" or "City") and Capital Area Rural Transportation System, a rural transit district created under Chapter 458 of the Texas Transportation Code ("Lessee" or "CARTS"). Lessor leases to Lessee, and Lessee leases from Lessor, the premises, referred to in this lease as the leased premises, situated at 200 Central Avenue, Elgin, Bastrop County, Texas, and more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Premises").

WHEREAS, CARTS is the recipient of Federal Transit Administration funding (the "Grant") from the State of Texas acting through the Texas Department of Transportation ("TxDOT"), which Grant is to be used for the construction of an intermodal transit facility in Elgin, Texas, which facility is to support multimodal services relating to public transportation in nonurbanized areas; and

WHEREAS, the City of Elgin has agreed that in order to promote and advance public transportation purposes, it agrees to lease the Premises to CARTS for the Term of this Lease, for the Rent and for other good and valuable consideration benefiting the citizens of Elgin, and in return CARTS shall construct upon and operate from the Premises an intermodal transit facility, offering the citizens of Elgin various transportation services from the Premises, including but not limited to, regional interurban bus service, Metro-connecting route services, local paratransit, and connections to national intercity services.

I. Definitions

1.1

(a) "Buildings": All of those certain improvements existing on the Lease Date and hereinafter constructed on the Premises, as modified or improved from time to time.

(b) "Grant Agreement": The State/Local Public Transportation Project Grant, dated January 18, 2019, between TxDOT and CARTS, evidencing the Grant for the construction of an

intermodal transit facility, a copy of which Grant Agreement is attached hereto as Exhibit "B".

(c) "Lease Year": The first Lease Year shall begin on the Commencement Date and end on the expiration of the first full calendar year after the Commencement Date. Each successive Lease Year shall consist of the twelve-month period during the Lease Term which immediately follows the preceding Lease Year.

(d) "Permitted Use": The operation of an intermodal transit facility to serve the citizens of Elgin and to support multimodal services related to public transportation, and for no other use without the prior written consent of Lessor.

II. Term

2.1 Lease Term. The term of this lease shall commence on September 1, 2020, (the "Commencement Date"), and end on the expiration date of the fortieth (40th) full calendar year after the Commencement Date.

2.2 Renewal. Upon receipt of written request from Lessee, delivered to Lessor at least one hundred eighty (180) days prior to the end of the Lease Term or any renewal lease term (but not more than three hundred sixty (360) days prior to the expiration of the Lease Term or any renewal lease term), Lessor agrees to work with Lessee in good faith to attempt to reach mutually acceptable terms for the extension and renewal of the Lease Term, taking into consideration then existing circumstances and needs of the parties.

III. Rent

3.1 Base Rent. Lessor agrees to waive any rental assessment in exchange for the public use of the facility and the benefit of those services provided by Lessee to the citizens of the City; it being understood and agreed upon by the Parties that such consideration represents fair market value for the rental of the Premises, and satisfaction of a legitimate public purpose.

IV. Permitted Use

4.1 Lessee shall use the Premises only for the Permitted Use and for no other purpose or purposes without Lessor's prior written consent. Other than for temporary periods of no more

than sixty (60) consecutive days, Lessee shall continuously operate the Permitted Use from the Premises, such use to be in accordance with the provisions of the Grant Agreement. Lessee shall not be permitted to service or repair on the Premises any vehicle used by Lessee in connection with the Permitted Use, or to store Hazardous Materials (defined below) on the Premises.

4.2 Lessee shall maintain the Premises in a clean, healthful and safe condition, in compliance with all applicable laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) with reference to the use, condition or occupancy of the Premises (collectively, the "Laws"), including but not limited to the Code of Ordinances of the City of Elgin and the Unified Development Code of the City of Elgin.

V. Improvements

5.1 Pursuant to the terms of the Grant and as partial consideration for the Lease, CARTS will construct upon the Premises an intermodal transit terminal and other facilities necessary to service such terminal and necessary for Lessee to utilize the Premises for the Permitted Use (collectively, the "Facilities"). CARTS anticipates substantial completion of the Facilities within 18 months after the Commencement Date. Attached hereto as Exhibit "C" is the current version of the architectural rendering of the proposed improvements. Lessee acknowledges and agrees that Lessor has not made, and will not make any representations or warranties, express or implied (expressly including, without limitation, warranties of habitability or fitness for a particular purpose) as to the condition of the Premises or with respect to the suitability of either for the purpose herein intended. THIS INCLUDES LATENT AND PATENT DEFECTS IN THE PREMISES, WHICH ARE EXPRESSLY WAIVED BY LESSEE. By Lessee's execution of this Lease, Lessee agrees to accept same upon delivery in their "AS IS" condition as of that date, and as suitable for the purpose herein intended. Lessee understands that Lessee may not require Lessor to maintain or repair in any manner the Premises or the Buildings.

5.2 Lessor and Lessee acknowledge and agree that upon expiration of the Lease Term, or upon earlier termination of this Lease Agreement, all improvements made to the Premises by or on behalf of Lessee shall remain a part of the Premises, and shall become the property of Lessor, without the payment of compensation to Lessee, subject to the terms of the contractual obligations to the Federal Transit Administration and the Texas

Department of Transportation, which have continuing control of the federal and state investments through the useful life of the project (40 years) Lessor and Lessee agree that Lessee may execute and record such instruments as are necessary to secure the interests Federal Transit Administration and the Texas Department of Transportation for the useful life of the project (40 years).

5.3 Lessor and Lessee acknowledge and agree that the Facilities shall include accessible restrooms that are ADA-compliant for men and women. These restrooms shall be available to the general public on a schedule determined by the Lessor, which shall be comparable to that of other restrooms at public parks throughout the community. Lessor shall open and close the restrooms on a schedule. The Lessor shall be responsible for the routine cleaning of the restrooms.

VI. Services, Maintenance, and Surrender

6.1 Lessee shall, throughout the Lease Term, keep and maintain the Buildings and the Premises in a good, clean condition of repair and maintenance and in compliance with all applicable Laws, so that Lessee may operate the Permitted Use from the Premises at all times during the Lease Term (except for temporary periods of repair, alteration or casualty) in accordance with the provisions of this Lease and of the Grant Agreement. This obligation includes but is not limited to maintaining and repairing all Buildings, driveways, parking areas, landscaping, drainage or filtration facilities or other improvements situated upon the Premises.

VII. Alterations and Improvements

7.1 All alterations, additions or improvements to the Premises shall be made by Lessee, at Lessee's sole cost and in accordance with the provisions of all applicable Laws. Any construction work done by Lessee upon the Premises shall be performed in a good and workmanlike manner, in compliance with all applicable Laws.

7.2 Save and except as provided in section 5.2 above, Lessee will not permit any mechanic's lien or liens to be placed upon the Premises, or any portion thereof, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Lessee, and in the case of the filing of any such lien, Lessee will within thirty (30) days of notification of the lien, either (i) pay and

discharge the same or (ii) bond around same to the reasonable satisfaction of Lessor. If any lien remains against the Premises for more than thirty (30) days after notification of the lien, without settlement thereof or issuance of a bond securing the payment of same reasonably satisfactory to Lessor, Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional rent hereunder due from Lessee to Lessor and shall be repaid to Lessor (together with interest at the lesser of (a) twelve percent (12%) per annum or (b) the highest rate permitted by applicable law (the "Past Due Rate"), from the date paid by Lessor), within thirty (30) days after Lessee's receipt of a statement from Lessor therefor.

VIII. Right of Inspection

8.1 Lessor and Lessor's agents have the right at all reasonable times during the term of this lease to enter the leased premises for the purpose of inspecting them and all buildings and improvements on the leased premises.

IX. Signs

9.1 All signs erected by Lessee upon the Premises shall be kept in good condition and in proper operating order at all times and shall comply with all applicable Laws.

9.2 Upon vacation of the Premises, Lessee must remove its signs from the Premises.

X. Utilities

10.1 Lessee shall timely pay all charges for electricity, water, gas, telephone service, sewer service and other utilities furnished to the Premises for Lessee's use (including without limitation all connection fees) and shall promptly pay any maintenance charges therefor.

10.2 Lessor shall not be liable for any interruption or failure whatsoever in utility service.

XI. Indemnity/Insurance

11.1 Indemnity. Lessor shall not be liable to Lessee or to Lessee's employees, agents or visitors, or to any person or

entity whomsoever, for injury to person or damage to or loss of property on or about the Premises or the Common Area caused by the negligence or misconduct of Lessee, its officers, partners, employees, agents, sublessees, licensees, concessionaires, visitors or any other person entering the Shopping Center under the express or implied invitation of Lessee, or arising out of the use of the Premises by Lessee and the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations hereunder and To the fullest extent allowed by law, Lessee hereby agrees to indemnify Lessor (including without limitation the trustee and beneficiaries if Lessor is a trust), Lessor's agents and employees and hold them harmless from any loss, expense, claims or actions arising out of such damage or injury (including without limitation any court costs and attorneys' fees). The provisions of this section shall survive the termination of this Lease with respect to any claims or liability occurring prior to such termination. However, nothing in this paragraph shall require Lessee to create an interest and sinking fund to cover its indemnified obligations set forth herein.

11.2 Liability Coverage. Lessee shall procure and maintain throughout the term of this Lease, at its sole cost and expense, (i) a policy or policies of workers' compensation, employee liability and comprehensive general liability coverage and property and casualty coverage (i.e., "insurance", with contractual liability endorsement) insuring both Lessor and Lessee against all claims, demands or actions arising out of or in connection with Lessee's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than \$1,000,000 in respect of injuries to, or death of, any one person, and in an amount not less than \$2,000,000 in respect of any one occurrence or disaster, and in an amount not less than \$1,000,000 in respect of property damaged or destroyed, (ii) fire and extended coverage insurance covering the replacement cost of (a) all Alterations, partitions and improvements installed or placed on the Premises by Lessee and (b) all of Lessee's personal property contained within the Premises, and (c) business interruption, insuring loss of profits in the event of an insured peril damaging the Premises, (iii) insurance covering glass breakage in the Premises. Said policies shall (a) name Lessor as an additional insured, (b) be issued by an insurance company which is acceptable to Lessor and (c) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to Lessor and (d) shall be delivered to Lessor by Lessee upon commencement of the term of

the Lease and upon each renewal of said insurance and (e) shall provide primary coverage to Lessor when any policy issued to Lessor is similar or duplicate in coverage, Lessor's policy shall be excess over Lessee's policies.

XII. Fire or Other Casualty

12.1 Lessee immediately shall deliver written notice to Lessor of any damage caused to the Premises or Buildings by fire or other casualty.

12.2 If the Buildings shall be damaged or destroyed by fire or other casualty, Lessee shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Buildings, and this Lease shall continue in full force and effect. However, if the Buildings are materially damaged or completely destroyed, Lessee may elect by notice in writing to Lessor within ninety (90) days of the damage, to terminate this Lease, in which event Lessee shall concurrently therewith assign to Lessor all proceeds of all property insurance over the Premises carried by Lessee (but expressly excluding such portion of any insurance proceeds that relate to Lessee's personal property, including trade fixtures, within the Premises).

12.3 Lessee agrees that during any period of reconstruction or repair of the Buildings, Lessee will continue the operation of its business within the Buildings to the extent practicable, as determined by Lessee in its sole but reasonable discretion.

XIII. Condemnation

13.1 If any portion of the Premises shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, and following such taking the remainder of the Premises shall be unsuitable for the conduct of Lessee's business in Lessee's reasonable opinion, Lessee may elect to terminate this Lease by delivering written notice of termination to Lessor within ninety (90) days after the taking.

XIV. Assignment and Subletting

14.1 Lessee shall not assign this lease or sublet the leased premises or any interest in the leased premises without first obtaining the written consent of Lessor. Consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of Lessor,

or an assignment or subletting by operation of law, shall be void and shall, at the option of Lessor, terminate this lease. Lessor shall not assign this lease without first obtaining the written consent of Lessee.

XV. Property Taxes

15.1 Lessee is a public entity exempt from the payment of real or personal property taxes. Should Lessee's tax-exempt status change during the Lease Term, Lessee shall be responsible for the payment prior to delinquency and to the extent applicable of the following (collectively, Taxes"):

- a. All taxes, if any, levied or assessed against all personal property, furniture, fixtures, or equipment placed by Lessee upon the Premises; and
- b. All real property taxes, general and special assessments, license fees and other charges of every description, if any, which during the Lease Term may be levied upon or assessed against the Premises and all interests therein and all improvements and other property thereon., whether belonging to Lessor or Lessee, or to which either of them may become liable.

15.2 If requested by Lessor and if applicable, Lessee shall furnish Lessor with copies of paid invoices for Taxes, within ten (10) days following Lessor's request for same.

XVI. Default by Lessee

16.1 The following events shall be deemed to be events of default by Lessee under this Lease:

- a. Lessee shall fail to pay when due any sums payable by Lessee hereunder such failure shall continue for thirty (30) days after written notice by Lessor to Lessee.
- b. Lessee shall fail to comply with or observe any other provision of this Lease within thirty (30) days after written notice by Lessor to Lessee specifying wherein Lessee has failed to comply with or observe such provision; provided, however, that if the nature of Lessee's obligation is such that more than thirty (30) days are required for its performance, then Lessee shall not be deemed to be in default if Lessee shall

commence such performance within such thirty-day period and thereafter diligently prosecute same to completion.

- c. Lessee shall make an assignment for the benefit of creditors.
- d. Any petition shall be filed by or against Lessee under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed thereunder; or Lessee shall admit that it cannot meet its financial obligations as they become due.
- e. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.
- f. The State of Texas acting through the Texas Department of Transportation shall notify Lessee in writing of a default under the terms, conditions or provisions of the Grant Agreement and Lessee shall fail to cure such default within the period provided for same in such notice.
- g. Lessee shall abandon the Premises.

XVII. Remedies

17.1 Upon the occurrence of any event of default by Lessee, Lessor shall have the option to pursue any and all remedies which Lessor then may have hereunder or at law or in equity, without any additional notice or demand whatsoever, including a suit for specific performance and/or damages; provided however and notwithstanding the foregoing, that prior to the termination of this Lease by Lessor due to a Lessee default, Lessor must provide written notice of the default to The State of Texas, acting through TxDOT, and shall provide TxDOT with a reasonable period of time to cure said default (not to exceed the applicable period of time allowed for Lessee to cure the breach as specified under Article XV above).

XVIII. Subordination of Lease

18.1 Other than those instruments recorded to secure the interests Federal Transit Administration and the Texas Department of Transportation for the useful life of the project (40 years) as set forth in section 5.2 above, this lease and Lessee's leasehold interest under this lease are and shall be subject, subordinate, and inferior to any lien or encumbrance placed on the leased premises by Lessor now or in the future, to all advances made under any such lien or encumbrance, to the interest payable on any such lien or encumbrance, and to any and all renewals and extensions of such liens or encumbrances.

IX. Notices

19.1 All notices or other communication required or permitted by this lease to be served on or given to either party to this lease by the other party must be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or, in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to Lessee at the address of the leased premises or to Lessor at City Manager, 310 N. Main Street, Elgin, Texas 78624. Either party to this lease may change his or her address for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

XX. Location for Rent Payment

20.1. Unless changed by written notice pursuant to the provisions in Paragraph 15 above, all rent payable under this lease shall be paid to Lessor at 310 N. Main Street, Elgin, Texas 78621.

XXI. Miscellaneous

21.1 If any litigation is commenced between the parties to this lease concerning the leased premises, this lease, or the rights and duties of either party in relation to this lease, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in that litigation.

21.2 The waiver by Lessor of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

21.3 Time is expressly declared to be of the essence in this lease.

21.4 Subject to the provisions of this lease against assignment of the Lessee's interest under this lease, all provisions of this lease shall extend to and bind, or inure to the benefits of, the parties to this lease and also to every one of the heirs, executors, representatives, successors, and assigns of Lessor or Lessee.

21.5 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

21.6 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this lease are performable in Bastrop County, Texas.

21.7 In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this lease, and this agreement must be construed as if the invalid, illegal, or unenforceable provision had never been contained in this lease.

21.8 This agreement constitutes the only agreement of the parties to this lease and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

21.9 No amendment, modification, or alteration of the terms of this lease shall be binding unless the same be in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

IN WITNESS OF THIS AGREEMENT, the undersigned Lessor and Lessee execute this agreement as of the day and year first written above.

LESSOR:

CITY OF ELGIN, TEXAS

By: _____
Thomas Mattis, City Manager

LESSEE:

CAPITAL AREA RURAL TRANSPORTATION
SYSTEM

By: _____
David Marsh, General Manager

Address: 5300 Tucker Hill Lane
Cedar Creek, Texas 78612

Exhibit A

Premises

**JAMES E. GARON
& ASSOCIATES, INC.**

PROFESSIONAL LAND SURVEYORS
& CIVIL ENGINEERS

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

June 5, 2020

CARTS LEASE TRACT – ELGIN, TX

LEGAL DESCRIPTION: BEING 0.303 ACRE OF LAND LYING IN AND BEING SITUATED OUT OF THE ORIGINAL TOWNSITE OF ELGIN AS RECORDED BY PLAT IN VOLUME "Y", PAGE 301 DEED RECORDS, BASTROP COUNTY, TEXAS AND BEING A PORTION OF THAT CERTAIN 6.107 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ELGIN BY DEED RECORDED IN VOLUME 2161, PAGE 271 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 0.303 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JUNE, 2020:

BEGINNING at a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the curving, southerly line of the Union Pacific Railroad and northerly line of said City of Elgin 6.107 acre tract for the northeasterly corner hereof from which a 5/8" iron rod with cap stamped "RPLS 4428" found in said line and the westerly line of Avenue "C" bears S 71°33'38" W, a chord length of 8.01 feet;

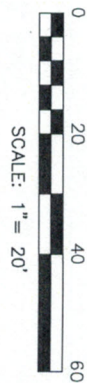
THENCE S 21°23'43" E a distance of 70.30 feet to an "X" cut in concrete curb for the southeasterly corner hereof;

THENCE S 68°36'17" W a distance of 173.00 feet generally along the northerly curb of Central Avenue to a point for southwesterly corner hereof;

THENCE N 21°23'43" W, passing a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set for reference in the northerly right-of-way line of Central Avenue at a distance of 6.50 feet and continuing for a total distance of 84.21 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS 4303" set in the curving, southerly line of the Union Pacific Railroad and northerly line of said City of Elgin 6.107 acre tract for the northwesterly corner hereof;

BEARING BASIS: NAD83 STATE PLANE COORDINATE SYSTEM,
TEXAS CENTRAL ZONE
ELEVATION BASIS: NAD83, REFERENCE LCRA HARN A-284,
ELEVATION = 535.484

RAILROAD



PT. 6.107 ACRES
CITY OF ELGIN
2161/271

N 21°23'43" W 84.21'

0.303 AC.
PT. 6.107 ACRES
CITY OF ELGIN
2161/271

R = 2889.82'
A = 173.58'
CH = 173.56'
BRG. = N 73°12'07" E

R = 2889.82'
A & C = 8.01'
BRG. = S 71°33'38" W

AVENUE "C"

PT. 6.107 ACRES
CITY OF ELGIN
2161/271

6.50'

SPEED LIMIT
SIGN

S 68°36'17" W 173.00'

80' R-O-W LINE

STORM
INLET

NO PARKING
SIGN

SITE B.M.: TRIANGLE CUT
IN TOP
OF INLET; ELEV. = 566.7'

80' R-O-W LINE
S 21°23'43" E 64.21'

NO STOP SIGN
NO PARKING
MANHOLE
PIPELINE SIGN

CENTERPOINT GAS
PIPELINE SIGN

CENTRAL AVENUE



JUNE 5, 2020



JAMES E. GARON & ASSOC.
LAND SURVEYORS & CIVIL ENGINEERS
Firm Reg. #10058400 & F-20386
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@oustin.tx.com
www.jamesegarons.com

REFERENCE: CARTS STATION
ADDRESS: NW COR. CENTRAL AVE. & AVE. "C", ELGIN, TEXAS
LEGAL DESCRIPTION 0.303 AC. PT. OF 6.107 ACRE TRACT
CONVEYED TO THE CITY OF ELGIN FROM UNION
PACIFIC RAILROAD CO., DEED RECORDED IN
VOLUME 2161, PAGE 271 OFFICIAL RECORDS,
BASTROP COUNTY, TEXAS.

FILE: C:\BASTROP\ELGIN\ ORIG. TOWNSHIP\41720

BLOCK 8
CITY OF ELGIN
7/301: 1/1008

Exhibit B

PROJECT GRANT AGREEMENT

PGA: Rural Discretionary Application - 2018 Cycle
SUBRECIPIENT: Capital Area Rural Transportation System (CARTS)
FAIN: TX-2018-030
CFDA #:
TXDOT PROJECT #: RD 1803 (14) 030_19
PROJECT ID #: 51018031419
MASTER GRANT AGREEMENT #: MGA-2017-2021-CARTS-033

NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

**RURAL AREA FEDERAL FORMULA PROGRAM
FISCAL YEAR 2019
PROJECT GRANT AGREEMENT**

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Capital Area Rural Transportation System (CARTS), called the "Subrecipient".

WITNESSETH

WHEREAS,

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS,

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to funds ; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2019 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 115241; and,

WHEREAS, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Subrecipient agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on 09/01/2018, whichever is later. This PGA shall remain in effect until 08/31/2020, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A.** The Subrecipient shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B.** If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is \$500,000 and 85,000 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ARTICLE 7. ACCESS TO INFORMATION

The Subrecipient is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

David Marsh

Signature

General Manager

Title

Jan 18 2019 10:47AM

Date

THE STATE OF TEXAS

Vanessa Owens

Signature

Public Transportation Coordinator

Title

Jan 18 2019 10:53AM

Date

List of Attachments

A – Approved Project Description

B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

The project will establish downtown transit connections as a central element of the public space, along with other civic amenities that will create a downtown destination and civic gathering place for the greater Elgin area of northern Bastrop County.

Location: Elgin Intermodal Station located at 202 Central Avenue Elgin, TX 78621.

The transit provider's response to the 2018 Coordinated Call for Projects is hereby incorporated into the project description except as amended in this attachment.

Transit provider shall comply with Article 12: Project Records and Reports and Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement and TAC 9.136, Suspension or Termination for Cause: On termination of a subgrant, the unexpended and unobligated funds awarded to the subgrantee immediately revert to the department (TxDOT).

TxDOT's Public Transportation Division's (PTN) Federal Transit Administration overall Disadvantaged Business Enterprise (DBE) goal for fiscal years 2018 - 2020 is 2.9 percent of funds expended by grantees. This is not a contract specific goal but an overall goal for annual DBE participation. PTN grantees should undertake efforts to include DBE businesses in purchasing and contracting opportunities, and are encouraged to utilize DBE business whenever practicable. The full definition of DBE program requirements is found in Article 23 of the Master Grant Agreement.

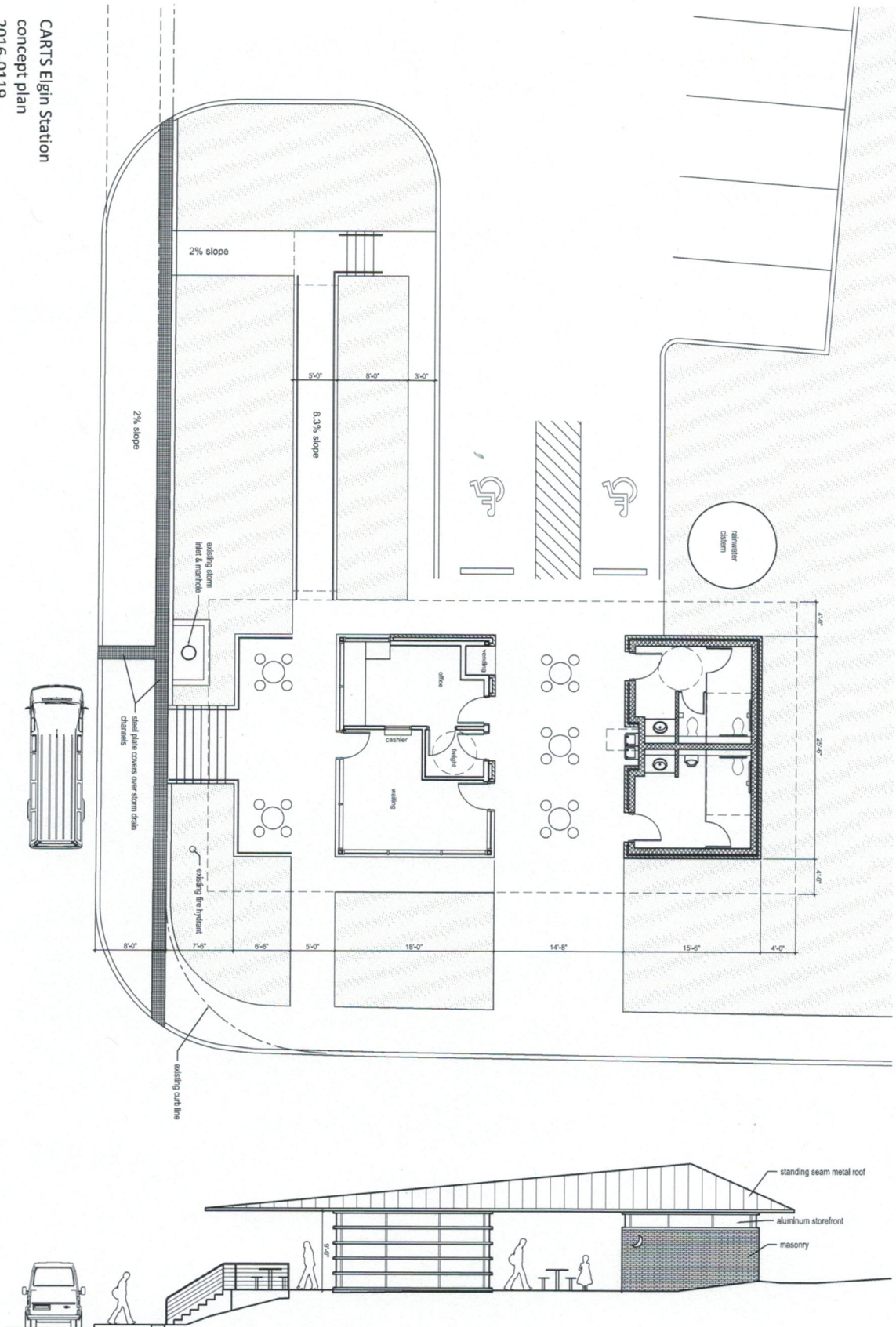
**ATTACHMENT B
PROJECT BUDGET**

#	Description	Fuel Type	Cost/ Unit	# of Units	Total Cost	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Project Administration - 11.79.00			750000		\$75,000	\$0	\$0	\$0	\$75,000			0
2	Build Terminal, Bus Station - 11.33.01			425000		\$425,000	\$0	\$0	\$0	\$425,000	X	80/20	85,000
Totals:						\$500,000	\$0	\$0	\$0	\$500,000			85,000

EXHIBIT C

ARCHITECTURAL RENDERING OF THE PROPOSED IMPROVEMENTS

CARTS Elgin Station
 concept plan
 2016-0119





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK COVID-19 RESPONSE; AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK COVID-19 AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of a Resolution authorizing a loan application with the TxDOT/State Infrastructure Bank for potential funding of the County Line Road – Phase 1 Project.

BACKGROUND: The Texas Department of Transportation currently has low-interest funding available through the State Infrastructure Bank for qualifying road construction projects ("the supervising, inspecting, actual building, and incurrence of all costs incidental to the construction or reconstruction of a highway or any project eligible for assistance under this title"). The staff is interested in pursuing this option as a possible funding mechanism for the County Line Road – Phase 1 Project.

This proposed Resolution provides formal approval of an *application* for funding and is a required part of that process. This action does not include a formal commitment or authorization of a loan or to issue debt; only to submit the application. Any determination to proceed with such loan or debt will be determined subsequent to the processing of the application.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution as presented Approval of a Resolution authorizing a loan application with the TxDOT/State Infrastructure Bank for potential funding of the County Line Road – Phase 1 Project; and additional direction to staff by Council, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) TxDOT Fact Sheet

{ } 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 COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK COVID-19 RESPONSE; AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE APPLICATION FOR FINANCIAL ASSISTANCE FROM THE STATE INFRASTRUCTURE BANK COVID-19 AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the State Infrastructure Bank, operated by the Texas Department of Transportation, is a revolving loan fund; and,

WHEREAS, the City of Elgin deems it proper and in the best interest of the City of Elgin to apply for a loan from the State Infrastructure Bank in an amount up to \$ 6,000,000.00 to be used for the County Line Road Reconstruction and Improvement Project – Phase 1; and,

WHEREAS, the City of Elgin is qualified to apply for and obtain financial assistance from the State Infrastructure Bank for this purpose;

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. SIB Loan. That the City Manager believes that it is in the best interest of the City to apply for a loan from the State Infrastructure Bank in an amount up to \$ 6,000,000.00 to finance the County Line Road Reconstruction and Improvement Project – Phase 1.

Section 3. Authorization. That the City Manager is the City Chief Executive Officer and Authorized Representative to execute an application for financial assistance from the State Infrastructure Bank and to submit the application, together with all required documentation, to the Texas Department of Transportation, a copy of which is attached hereto and made a part hereof for all purposes.

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 4th day of August, 2020.

CHRIS CANNON, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

For what costs may a borrower use Texas State Infrastructure Bank (SIB) loan proceeds?

The Texas SIB was capitalized with federal funds and state money from the State Highway Fund.

Therefore, law governing the use of the federal funds and the State Highway Fund limits the use of the loan proceeds. Section 350 of the National Highway System Designation Act of 1995 (NHS Act - PL 104-59, Sec. 350) requires all projects receiving assistance from an NHS Act SIB pilot program to comply with the Federal requirements that apply to projects under title 23 or title 49 (as appropriate) when the assistance is derived from: (1) the Federal funds deposited into the SIB; (2) the non-Federal matching funds; (3) all repayment amounts from Federal sources; and (4) any investment income generated from these funds.

Language used to create original “NHS Act” pilot program, under which the Texas SIB was created: Pursuant to federal law, “[a]n infrastructure bank ... may make loans or provide other assistance to a public or private entity in an amount equal to all or part of the cost of carrying out a project eligible for assistance under this section.” (NHS Act SIB pilot program language: PL 104-59, sec. 350(c) (Now 23 USC §610(e))

The use of State Highway Fund money is limited to “acquiring rights-of-way, constructing, maintaining, and policing such public roadways, and for the administration of such laws as may be prescribed by the Legislature pertaining to the supervision of traffic and safety on such roads....” Art. VIII, Sec. 7-a, Texas Constitution.

The SIB contains two subaccounts, the highway subaccount and the transit subaccount:

1. Highway Account

“Federal funds in the highway account of an infrastructure bank ... may be used only to provide assistance with respect to **construction of Federal-aid highways.**” (PL 104-59, Sec. 350 (d))

“**Construction**” is defined in 23 USC §101(a)(4) as: “...the supervising, inspecting, actual building, and incurrence of all costs incidental to the construction or reconstruction of a highway or any project eligible for assistance under this title, including bond costs and other costs relating to the issuance in accordance with section 122 of bonds or other debt financing instruments and costs incurred by the State in performing Federal-aid project related audits that directly benefit the Federal-aid highway program. Such term includes –

(A) preliminary engineering, engineering, and design-related services directly relating to the construction of a highway project, including engineering, design, project development and management, construction project management and inspection, surveying, and mapping (including the establishment of temporary and permanent geodetic markers in accordance

with specifications of the National Oceanic and Atmospheric Administration), and architectural-related services;

(B) resurfacing, restoration, rehabilitation, and preservation;

(C) acquisition of rights-of-way;

(D) relocation assistance, acquisition of replacement housing sites, and acquisition and rehabilitation, relocation, and construction of replacement housing;

(E) elimination of hazards of railway-highway grade crossings;

(F) elimination of roadside hazards;

(G) improvements that directly facilitate and control traffic flow, such as grade separation of intersections, widening of lanes, channelization of traffic, traffic control systems, and passenger loading and unloading areas; and

(H) capital improvements that directly facilitate an effective vehicle weight enforcement program, such as scales (fixed and portable), scale pits, scale installation, and scale houses.”

“**Federal-aid highway**” is defined in 23 USC §101(a)(6) as “a public highway eligible for assistance under this chapter other than a highway functionally classified as a local road or rural minor collector.

2. Transit Account

“Federal funds in the transit account of such bank may be used only to provide assistance with respect to capital projects” (as defined in 49 USC §5302). (PL 104-59, sec. 350 (d))

Costs of Issuance of Debt Instruments

Under 23 USC §122, assuming compliance with all applicable federal requirements, “...[t]he Secretary may reimburse a State for expenses and costs incurred by the State or a political subdivision of the State and reimburse a public authority for expenses and costs incurred by the public authority for –

(1) interest payments under an eligible debt financing instrument;

(2) the retirement of principal of an eligible debt financing instrument;

(3) the cost of the issuance of an eligible debt financing instrument;

(4) the cost of insurance for an eligible debt financing instrument; and

(5) any other cost incidental to the sale of an eligible debt financing instrument (as determined by the Secretary).”

Costs Already Incurred

SIB proceeds may not be used for costs already incurred before the execution of the financial assistance agreement evidencing the financial assistance. If permissible under state and federal law, financial assistance from the bank may be used to pay for consultant costs, if any, incurred by the applicant in the preparation of the application for the financial assistance or preparation of the financial assistance agreement. However, financial assistance from the bank may not be used to pay for costs incurred for an application that did not result in the disbursement of financial assistance to the applicant. (43 Texas Administrative Code §6.3(f))



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE MAIN STREET FUND; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve a resolution authorizing the submission of a Texas Community Development Block Grant program application to the Texas Department Of Agriculture for the Main Street Fund; and authorizing the mayor and city manager to act as the city's authorized representatives in all matters pertaining to the city's participation in the Texas Community Development Block Grant program..

BACKGROUND The City of Elgin is applying for a CDBG 2020 Main Street Program grant through the Texas Department of Agriculture. This resolution authorizes submitting the application, providing \$75,000 cash match if the grant for \$425,000 is approved, and designates the Mayor and City Manager as authorized signatories for the project if funded. The project includes new sidewalk on Central Avenue from Avenue A to Main Street and on Depot Street from Avenue A to Avenue C, as well as Avenue A, B and C from Central Avenue to Depot Street. It will provide accessibility to the Elgin Police Department , the Visitors Center and Chamber of Commerce, various businesses, the new CARTS Transit stop which will include public restrooms, and services such as Advocacy Outreach and the Elgin Community Cupboard. These sidewalks will by connecting to existing sidewalk create safe pedestrian paths from the downtown area to medical services, Texas Department of Health and Human Services office, schools, churches, parks, museum, and variety of businesses.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve a resolution authorizing the submission of a Texas Community Development Block Grant program application to the Texas Department Of Agriculture for the Main Street Fund; and authorizing the mayor and city manager to act as the city's authorized representatives in all matters pertaining to the city's participation in the Texas Community Development Block Grant program.

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.

RESOLUTION # 2020_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE MAIN STREET FUND; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of the City of Elgin, Texas desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Elgin to apply for funding under the Texas Community Development Block Grant Program.

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

1. That a Texas Community Development Block Grant Program application for the Main Street Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Main Street Fund.
3. That the application be for \$500,000 of grant funds to provide for the construction of new sidewalks, curb & gutter; construction of new ADA compliant ramps; addition of crosswalks connecting new proposed sidewalks and existing, along Avenue A, Avenue B, Avenue C, Depot Street and Central Avenue; and the replacement of existing curb & gutter on the West side of N Avenue C between the Cap Metro Tracks and Depot Street.
4. That the City Council directs and designates the Mayor and City Manager as the City's Authorized Representatives to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program.

5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City of Elgin is committing \$75,000 in cash toward the construction of new sidewalks, curb & gutter; construction of new ADA compliant ramps; addition of crosswalks connecting new proposed sidewalks and existing; along Avenue A, Avenue B, Avenue C, Depot Street and Central Avenue; and the replacement of existing curb & gutter on the West side of N Avenue C between the Cap Metro Tracks and Depot Street of this Main Street project.

PASSED AND APPROVED by a majority vote of the City Council the _____ day of _____, 2020.

Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary

Elgin Main Street Sidewalks





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, DETERMINING THAT AN AREA OF THE CITY CONTAINS CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND CONSTITUTES A BLIGHTED AREA.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve a resolution to designate slum and blight conditions within the designated Main Street Area for the 2020 Main Street Program Application to the Texas Department of Agriculture.

BACKGROUND The City of Elgin is applying for a CDBG 2020 Main Street Program grant through the Texas Department of Agriculture. This is a required designation under the Community Development Block Grant program funds. It applies to the Main Street area which includes the overall downtown district as illustrated in the attached exhibit. The project includes new sidewalk on Central Avenue from Avenue A to Main Street and on Depot Street from Avenue A to Avenue C, as well as Avenue A, B and C from Central Avenue to Depot Street. It will provide accessibility to the Elgin Police Department, the Visitors Center and Chamber of Commerce, various businesses, the new CARTS Transit stop which will include public restrooms, and services such as Advocacy Outreach and the Elgin Community Cupboard. These sidewalks will by connecting to existing sidewalk create safe pedestrian paths from the downtown area to medical services, Texas Department of Health and Human Services office, schools, churches, parks, museum, and variety of businesses.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve resolution of the city council of the City of Elgin, Texas, determining that an area of the city contains conditions which are detrimental to the public health, safety, and welfare of the community and constitutes a blighted area.

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.

RESOLUTION # 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, DETERMINING THAT AN AREA OF THE CITY CONTAINS CONDITIONS WHICH ARE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND CONSTITUTES A BLIGHTED AREA.

WHEREAS, the City Council of the City of Elgin, Texas, has reviewed and evaluated conditions in the designated Main Street area of the municipality; and

WHEREAS, the City Council has found conditions which are detrimental to the public health, safety, and welfare of the community within the designated Main Street area, as follows: Lack of sidewalks, curb & gutter; lack of ADA compliant ramps; lack of pedestrian track crossings; and pedestrian crosswalks along portions of Avenue A, Avenue B, Avenue C, Depot Street and Central Avenue.

WHEREAS, the City Council of the City of Elgin has authorized an application for funding under the Main Street program, as follows: For the construction of new sidewalks, curb & gutter; construction of new ADA compliant ramps; addition of crosswalks connecting new proposed sidewalks and existing, along Avenue A, Avenue B, Avenue C, Depot Street and Central Avenue; and the replacement of existing curb & gutter on the West side of N Avenue C between the Cap Metro Tracks and Depot Street.

WHEREAS, these project activities will aid in the elimination of blight in the community by having additional sidewalks, curb & gutter; having more ADA compliant ramps and pedestrian track crossings; having more crosswalks between proposed and existing sidewalks along Avenue A, Avenue B, Avenue C, Depot Street and Central Avenue, all of which will improve the area for retail and residential development, and making the area much safer.

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

1. That the area identified by the following boundaries and outline on the map attached hereto as Exhibit 1 has been determined to be a blighted area.

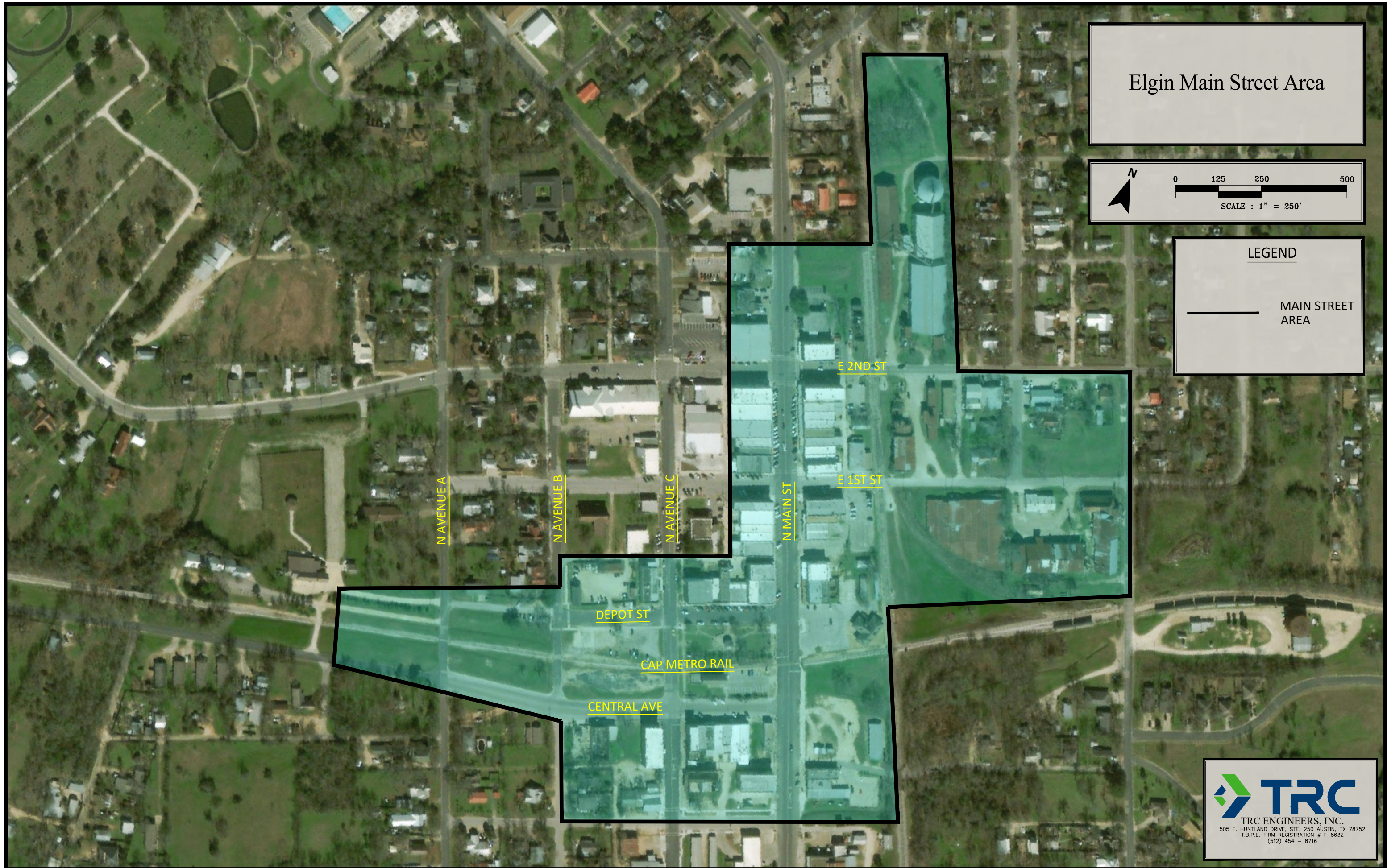
Boundaries: as designated on the attached Elgin Main Street Area Exhibit.

PASSED AND APPROVED by a majority vote of the City Council the _____ day of _____, 2020.

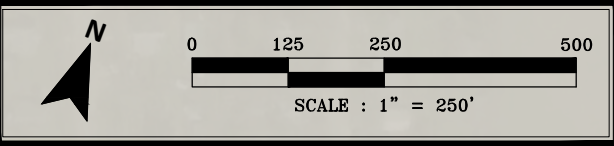
Chris Cannon, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin Main Street Area



LEGEND

——— MAIN STREET AREA



TRC ENGINEERS, INC.
505 E. HUNT LAND 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 TO ALLOW FOR AN EXTENSION OF THE APPROVED DEVELOPMENT AGREEMENT BETWEEN THE CITY AND NOVINGER RESOURCES, INC. IN ACCORDANCE WITH SECTION 6.01 OF THE DEVELOPMENT AGREEMENT.

DEPARTMENT: Development Services.

PROPOSED ACTION:

Discussion, consideration, and action on a second (2nd) extension of the Novinger Resources, Inc Development Agreement

BACKGROUND: This development agreement covers the Elm Creek development along U.S. Hwy 290 towards the western portions of the extraterritorial jurisdiction (see attached map). This agreement has three (3) extension periods of five (5) years. The first (1st) extension of this agreement occurred on July 31, 2017 and was backdated for the period of December 6, 2015 – December 6, 2020. This would be the second (2nd) extension and cover a period from December 6, 2020 – December 6, 2025. The approval would only change the date of the agreement and nothing else would be changing.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff would recommend approval of the extension.

ATTACHMENTS:

Map, Original Development Agreement, 1st Extension Document, and Resolution w/ 2nd Extension Document.

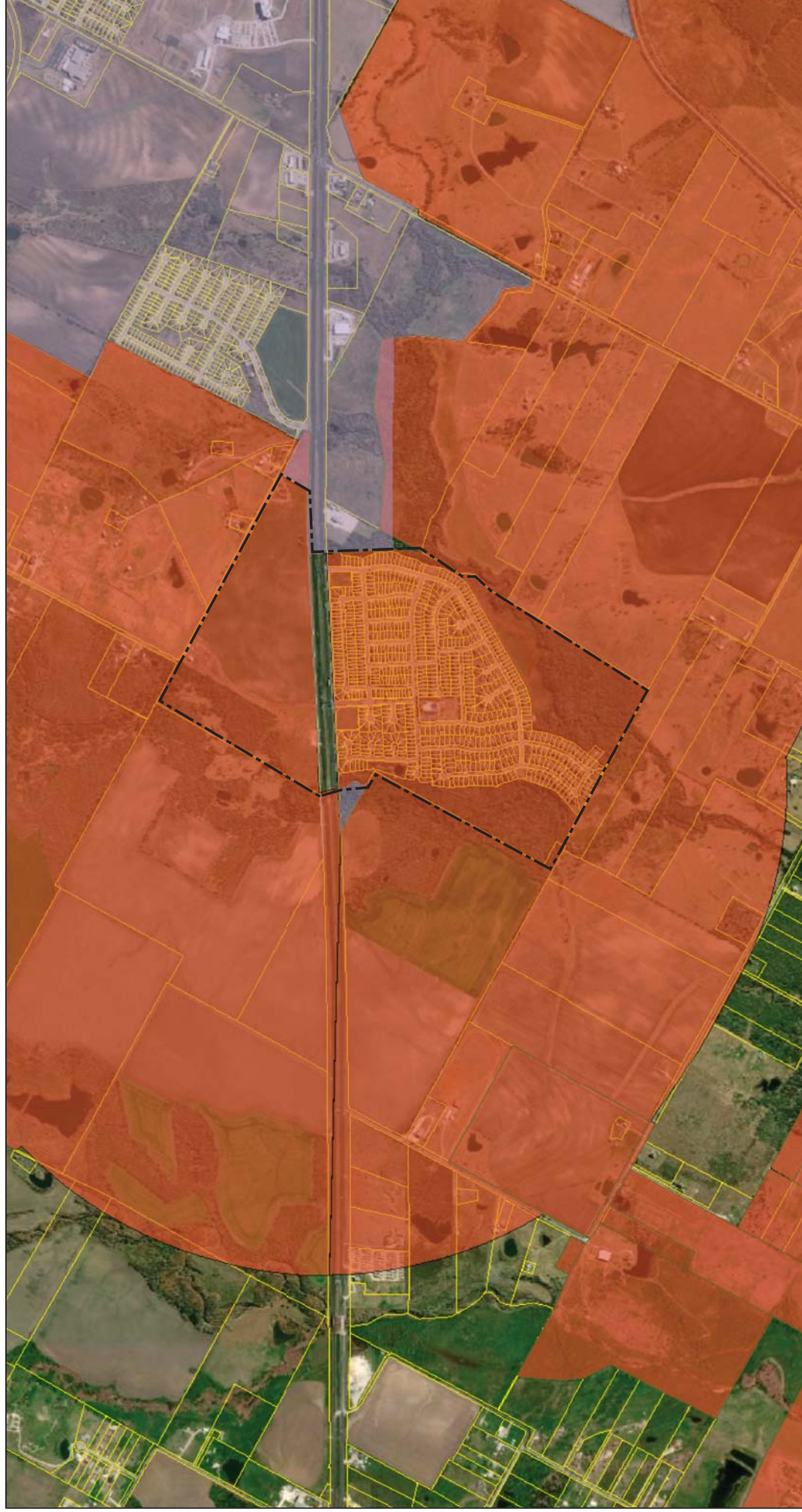
{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{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.

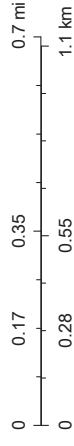
ArcGIS Web Map



7/27/2020, 3:15:26 PM

- Travis County Parcels
- Elgin City Limits
- Elgin ETJ

1:16,880



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, TRC GIS, City of Elgin

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development Agreement ("Agreement") is between the **City of Elgin, Texas** ("the City"), a municipal corporation located in Bastrop County, Texas and **Novinger Resources, Inc.**, a Texas corporation ("Novinger").

INTRODUCTION

Novinger owns or controls approximately 515.289 acres of land ("Land") the majority of which land is currently outside the extraterritorial jurisdiction ("ETJ") of the City. The Land is more particularly described on the attached Exhibit "A".

Novinger intends to develop the Land as a mixed-use community ("Development") that will include residential and nonresidential uses. The City and Novinger anticipate that over time the City will expand its corporate limits so as to have all of the Land included within the ETJ of the City and thus, subject to the City's land development regulations. Because the Development constitutes a significant addition to the greater City area that will be developed in phases, Novinger and the City wish to enter into this Agreement which will provide for a regulatory process for development that (1) will be in place both before and after the City includes all of the Land into the City's ETJ, (2) provide certainty of regulatory requirements throughout the term of this Agreement and (3) result in a high-quality community for the benefit of the present and future residents of the City and the Development.

Novinger and the City agree to work with each other in good faith to enhance and preserve the general area for the citizens of the City and surrounding areas. Such cooperation shall include development of the Land in a manner which enhances planning for a regional utility system.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties agree as follows.

ARTICLE I DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the City's ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Development Agreement between the City of Elgin, Texas and Novinger.

City Manager: The City's City Manager.

District: The municipal utility district to be created which will include the Land.

Effective Date of this Agreement: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

LCRA: The Lower Colorado River Authority.

ARTICLE II DEVELOPMENT PLAN

Section 2.01. Development Plan. Novinger and the City acknowledge and understand that most of the Land is not currently located within the ETJ of the City, and thus, is only subject to subdivision regulation of Travis County, Texas. The parties agree that in order to provide a unified high quality community, the Development should proceed under standards that will apply regardless of whether the Land is inside or outside of the ETJ of the City.

Accordingly, Novinger and the City agree that the Land including land located within the City's ETJ shall be developed in accordance with the subdivision standards of Travis County, Texas with the additional requirements.

- a. Single family residential lots shall have a standard size of not less than fifty (50) feet frontage width with the exception of cul-de-sac lots which may have thirty-three (33) foot frontage width; provided, however, in the event the City or Travis County amends their requirements to allow development of non-cul-de-sac lots with a minimum frontage width of less than fifty (50) feet, Novinger may develop the Land at the smaller minimum frontage requirements so adopted.
- b. Electric, telephone and cable utilities shall be installed underground except for electric service to the District's water and sewer facilities which may be above ground.
- c. Streets shall be constructed with curbs and gutters.

- d. Underground storm drainage system will be installed and any open drainage channels will be constructed within drainage easements of a twenty-five (25) foot width minimum.
- e. Water distribution and sewer collection systems shall be designed and constructed to City standards.
- f. Novinger will require builders to construct sidewalks on one side of single family residential streets.
- g. Novinger will dedicate approximately 95 acres of greenbelt and parkland to the Elm Creek Property Owners' Association ("POA"). The POA will be established at the timing of platting the first residential subdivision. The 95 acres will be dedicated in pieces as the adjacent land is subdivided. The City agrees that in return for such dedication, Novinger is specifically exempt from any dedications of parkland to the City and from any park fee requirements.
- h. Perimeter privacy fencing, six (6) feet in height, will be provided along Highway 290 and will be dedicated to and maintained by the Elm Creek Property Owners' Association. The fencing will be constructed of wood, vinyl, and/or concrete. At each entrance to the subdivision, a landscaped masonry entrance monument will be constructed showing the name of the subdivision. Masonry columns will be located at regular intervals no greater than two hundred (200) feet apart in the fence between the entrance monuments.

Section 2.02. Review Process. The parties agree that subdivision review and approval will be conducted by Travis County, Texas for all land located outside the City's ETJ at the time such land is subdivided. Novinger shall provide to the City a set of the subdivision plans for each section so that the City may determine if Novinger has complied with the requirements set forth in Section 2.01 above. Formal subdivision review and approval by the City shall be required only for those subdivisions that are located within the City's ETJ. To the extent that a subdivision plat includes land located within the City's ETJ, the City agrees to expedite subdivision reviews and approvals. To the extent that the City's subdivision requirements exceed the requirements set forth in Section 2.01 above, the City hereby grants variances to such requirements which exceed the requirements of Section 2.01.

Section 2.03. Review/Submittal Fees. Novinger shall pay the City's standard application, review and development fees for subdivision plats for land located within the ETJ of the City and which are applicable to all other development applicants. The City's current fees are set forth in Exhibit "B". Such fees shall neither be increased nor any new fees added which are not based upon reasonable costs incurred by the City in processing development applications.

ARTICLE III CREATION OF DISTRICT

Section 3.01. Consent to Creation of Municipal Utility District. The City acknowledges receipt of Novinger's request, in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, for creation of a municipal utility district (the "District") over a portion of the Land. The City agrees to approve the resolution attached as Exhibit "C", pursuant to the requirements of Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, consenting to the inclusion of the Land within the District.

Section 3.02. Water and Wastewater Services to District. The City understands and acknowledges that wholesale water service to the District will be provided by Aqua Water Supply Corporation and wholesale wastewater service will be provided by the Lower Colorado River Authority ("LCRA"). The District will provide retail services to the customers within its boundaries.

Section 3.03. Annexation and Dissolution. The City agrees that it will not annex or dissolve all or any part of the District until: (i) water, wastewater and drainage facilities have been constructed to serve at least 90% of the developable acreage within the District; and (ii) (a) Novinger has been fully reimbursed by the District for the water, wastewater and drainage facilities within that District in accordance with the rules of the Texas Natural Resources Conservation Commission ("TNRCC"); or (b) the City has expressly assumed the obligation to reimburse Novinger fully in cash prior to such annexation. Such annexation by the City shall not be effective until Novinger has been fully reimbursed by the City for the water, wastewater and drainage facilities serving the area subject to the annexation. The City agrees that the submission of a request for annexation will not be required with each final plat of property within the District.

Section 3.04. Subdivision Construction Agreement. In recognition of the contractual relationship between the City and Novinger, the City agrees that Novinger may provide a subdivision construction agreement to the City in lieu of posting a letter of credit or performance bond for the cost of incomplete subdivision improvements at the time of final plat approval.

Section 3.05. Annexation Request to City. Novinger agrees that after creation of the municipal utility district and upon written notification by the City, Novinger shall within thirty (30) days of such notification request annexation into the corporate limit of the City of certain property owned by Novinger. Such property shall be a single one (1) foot width strip of land located on the north side and south side of Highway 290 for the length of Novinger's property along Highway 290. Such strip of property shall be located generally within those areas intended to be used for utility easements. In the event property of one (1) foot in width is determined to be legally inadequate for purposes of annexation pursuant to Local Government Code, Section 43.071(e), Novinger agrees to dedicate such strips in a width not to exceed five (5) feet. Novinger shall have no obligation to purchase or otherwise obtain additional property for annexation into the City.

ARTICLE IV OTHER UTILITIES

Section 4.01. Generally. Novinger will have the right to select the providers of cable television ("CATV"), gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide "bundled" utilities within the Development.

ARTICLE V AUTHORITY AND VESTING OF RIGHTS

Section 5.01. Vesting of Rights. This Agreement constitutes an application by Novinger for the subdivision and development of the Land, and initiates the subdivision and development permit process for the Land. The City acknowledges that Novinger has vested authority to develop the Land in accordance with this Agreement. It is the intent of the City and Novinger that these vested development rights include the development of the Land in accordance with the standards and criteria set forth in this Agreement and applicable City ordinances in existence on the Effective Date of this Agreement.

Section 5.02. Landowner's Right to Continue Development. In consideration of Novinger's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Development; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Development. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, provided that such a moratorium will continue only during the duration of the emergency.

ARTICLE VI TERM, ASSIGNMENT AND REMEDIES

Section 6.01. Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Novinger. Upon the expiration of fifteen (15) years, this Agreement may be extended, at Novinger's request, with City Council approval, for up to three successive five-year periods, which approval shall not be unreasonable withheld or delayed.

Section 6.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Novinger or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City, the owners of the portion of the Land affected by the amendment or termination and Novinger. In addition, Novinger may unilaterally terminate this Agreement in the event that it elects not to proceed with any or any further development under the Agreement, for economic reasons or otherwise; provided, however, the provisions of this Agreement as they relate to the

creation and operation of the District can only be terminated upon the written consent of the City, Novinger and the District.

Section 6.03. Assignment.

a. This Agreement, and the rights of Novinger, in whole or in part, may be assigned by Novinger to a subsequent developer or developers of all or a portion of the Land upon written notice to the City. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee.

b. If Novinger assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and Novinger will be severable, and Novinger will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

c. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases any portion of Land.

Section 6.04. Remedies.

a. If the City defaults under this Agreement, Novinger may enforce this Agreement by seeking a writ of mandamus from a Travis County District Court, or may give notice setting forth the event of default ("Notice") to the City. In addition, if the City fails to cure any alleged default within forty-five (45) days from the date the City receives the Notice, Novinger may terminate this Agreement by providing written notice to the City as to all of the Land owned by Novinger, or as to the portion of the Land affected by the default and/or Novinger may pursue any injunctive relief from a court or proper jurisdiction.

b. If Novinger defaults under this Agreement, the City shall give Notice to Novinger. If Novinger fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days, after the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement or seek injunctive relief from a court of proper jurisdiction.

c. Each party waives any action for damages against the other except for the recovery of attorneys' fees, as per subparagraph d below.

d. If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney's fees, expenses and court costs from the non-prevailing party.

Section 6.05. Cooperation.

a. The City and Novinger each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

b. The City agrees to cooperate with Novinger, at Novinger's expense, in connection with any waivers, permits or approvals Novinger may need or desire from any regulatory authority in order to carry out the Development.

c. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Novinger and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

d. Novinger or the City may initiate mediation on any issues in dispute and the other party shall participate in good faith. The cost of mediation shall be a joint expense.

**ARTICLE VII
MISCELLANEOUS PROVISIONS**

Section 7.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

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

With Required Copy to: Charles Crossfield
Brown, McCarroll, Sheets & Crossfield, L.L.P.
309 East Main
Round Rock, Texas 78664

Novinger: Novinger Resources, Inc.
P.O. Box 90699
Austin, Texas 78709-0699
Attn: Glen Novinger

With Required Copy to: Sharlene N. Collins
Armbrust Brown & Davis, LLP
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Novinger may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 7.02. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 7.03. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 7.04. Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 7.05. Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any

number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 7.06. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 7.07. Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Novinger hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Novinger.

Section 7.08. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

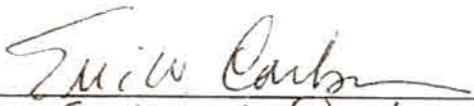
Exhibit "A" - Metes and Bounds Description of the Land (515.289 acres)

Exhibit "B" - City Fee Schedule for Development Permits

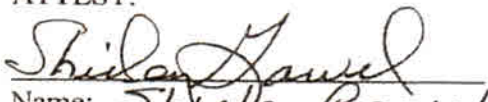
Exhibit "C" - District Consent Resolution

The undersigned parties have executed this Agreement on the dates indicated below.

CITY OF ELGIN

By: 
Name: ERIC W. Carlson
Title: Mayor
Date: December 6, 2000

ATTEST:


Name: Shirley Barwell
Title: City Secretary

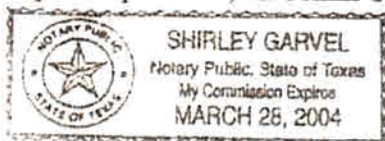
NOVINGER RESOURCES, INC.,
a Texas corporation

By: Glen Novinger
Glen Novinger
President
Date: 12/5/00

STATE OF TEXAS §

COUNTY OF Bastrop §

This instrument was acknowledged before me the 6th day of December, 2000, by Eric Carlson, Mayor of the City of Elgin, Texas, a municipal corporation, on behalf of the City.

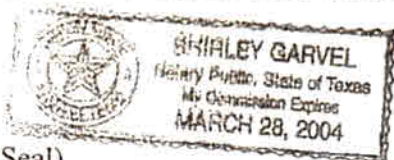


Shirley Garvel
Notary Public Signature

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me the 5 day of December, 2000, by Glen Novinger, President of Novinger Resources, Inc., a Texas corporation.



(Seal)

Shirley Garvel
Notary Public Signature

**EXTENTION NO. 1 TO DEVELOPMENT AGREEMENT**

This document extends the term of the Development Agreement executed December 6, 2000 between the **City of Elgin, Texas** ("the City"), a municipal corporation located in Bastrop County, Texas, and **Novinger Resources, Inc.**, a Texas Corporation ("Novinger").

At the request of Novinger Resources, Inc., and pursuant to the provisions of **Section 6.01** of the Development Agreement executed December 6, 2000, this said Development Agreement is hereby extended for five (5) years from December 6, 2015 to December 5, 2020. Such extension to be identified as: **Extension No. 1 to Development Agreement**.

Except as modified by this Amendment, the Development Agreement shall remain unchanged and in full force and effect.

The undersigned parties have executed this **Extension No. 1 to Development Agreement** on the dates indicated below.

**CITY OF ELGIN**

By: _____

Name: _____

Title: _____

Date: _____

Chris Cannon

Mayor

7/31/2017

ATTEST:

Name: Amelia Sanchez

Title: City Secretary

NOVINGER RESOURCES, INC.,
A Texas Corporation

By: 
Glen Novinger
President

Date: 03-24-2017

STATE OF TEXAS §

COUNTY OF Bastrop §

This instrument was acknowledged before me the 1st day of August,
2017, by , Mayor of the City of Elgin, Texas, a
municipal corporation, on behalf of the City.




Notary Public Signature

STATE OF TEXAS §

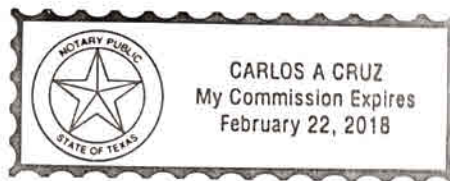
COUNTY OF Travis §

This instrument was acknowledged before me the 24th day of March,
2017, by Glen Novinger, President of Novinger Resources, Inc., a Texas Corporation.


Notary Public Signature

Return:

GARY COOLIE
PO Box 591
Elgin TX 78621



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Aug 01, 2017 02:14 PM 2017123567

RAMIREZA: \$34.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

RESOLUTION 2020-08-04-

A RESOLUTION TO ALLOW FOR AN EXTENSION OF THE APPROVED DEVELOPMENT AGREEMENT BETWEEN THE CITY AND NOVINGER RESOURCES, INC. IN ACCORDANCE WITH SECTION 6.01 OF THE DEVELOPMENT AGREEMENT.

WHEREAS, the City of Elgin and Novinger Resources, Inc. entered into a Development Agreement on December 6, 2000 regarding the development of 515.289 acres of land as located with the City's extraterritorial jurisdiction, with an expiration date of December 6, 2015; and

WHEREAS, within the agreement it allows for up to three (3) extension for a five (5) year period; and

WHEREAS the applicant filed for the first (1st) extension of the agreement with the City and the City Council approved this extension on July 31, 2017 for a period starting on December 6, 2015 and ending on December 6, 2020; and

WHEREAS the applicant has filed the second (2nd) extension with the City on June 12, 2020 and is asking the City Council to approve this extension starting December 6, 2020 and ending on December 6, 2025.

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

PASSED, and **APPROVED** on this 4th day of August, 2020.

CHRIS CANNON, MAYOR

ATTEST:

Amelia Sanchez, City Secretary

EXTENTION NO. 2 TO DEVELOPMENT AGREEMENT

This document extends the term of the Development Agreement executed December 6, 2000 between the **City of Elgin, Texas** ("the City"), a municipal corporation located in Bastrop County, Texas, and **Novinger Resources, Inc.**, a Texas Corporation ("Novinger").

At the request of Novinger Resources, Inc., and pursuant to the provisions of **Section 6.01** of the Development Agreement executed December 6, 2000, this said Development Agreement is hereby extended for five (5) years from December 5, 2020 to December 5, 2025. Such extension to be identified as: **Extension No. 2 to Development Agreement**.

Except as modified by this Amendment, the Development Agreement shall remain unchanged and in full force and effect.

The undersigned parties have executed this **Extension No. 2 to Development Agreement** on the dates indicated below.

CITY OF ELGIN

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name: _____

Title: _____

NOVINGER RESOURCES, INC.,
A Texas Corporation

By: 
Glen Novinger
President

Date: June 12, 2020

STATE OF TEXAS §

COUNTY OF _____ §

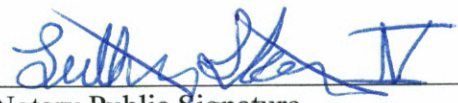
This instrument was acknowledged before me the _____ day of _____, 2020, by _____, _____ of the City of Elgin, Texas, a municipal corporation, on behalf of the City.

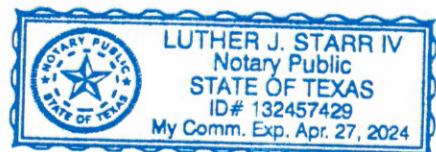
Notary Public Signature

STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me the 12th day of June, 2020, by Glen Novinger, President of Novinger Resources, Inc., a Texas Corporation.


Notary Public Signature





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING ORDINANCE NO. 2020-01-21-04, THE ORDER OF THE MAY 2, 2020 ELECTION TO BE HELD ON NOVEMBER 3, 2020 FOR THE PURPOSE OF ELECTING CERTAIN OFFICIALS.

DEPARTMENT: Administration

PROPOSED ACTION: Consideration and Adoption of an Ordinance Amending Ordinance 2020-01-21-04, the Order of the May 2, 2020 Election to be held on November 3, 2020 for the purpose of electing certain officials.

BACKGROUND: Pursuant to the provisions of the Texas Election Code (as amended), other related statutes, and its Home Rule Charter, the City Council of the City of Elgin, Texas ("City"), ordered a general election for the purpose of electing a Mayor at Large, Ward 1, Ward 2, Ward 3, and Ward 4 (Ordinance No. 2020-01-21-04). In response to public health and safety concerns related to the novel coronavirus ("COVID-19") infectious disease outbreak, the Governor of the State of Texas issued a proclamation on March 18, 2020 authorizing political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections order for May 2, 2020 to the next uniform election date, occurring on November 3, 2020.

The Ordinance considered here amends the original January Ordinance that ordered the election to be held on May 2, 2020, to allow it to be held on November 3, as permitted by Governor's Proclamation. It also extends the early voting period from one week to two weeks.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of an Ordinance to amend the Order of the May 2, 2020 Election to hold the general election on November 3, 2020.

ATTACHMENTS: Ordinance

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

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

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING
ORDINANCE NO. 2020-01-21-04, THE ORDER OF THE MAY 2, 2020
ELECTION TO BE HELD ON NOVEMBER 3, 2020 FOR THE PURPOSE
OF ELECTING CERTAIN OFFICIALS.**

STATE OF TEXAS	§	
	§	
COUNTIES OF BASTROP	§	KNOW ALL BY THESE PRESENTS:
AND TRAVIS	§	
	§	
CITY OF ELGIN	§	

WHEREAS, pursuant to the provisions of the Texas Election Code (as amended), other related statutes, and its Home Rule Charter, the City Council of the City of Elgin, Texas (“City”), ordered a general election for the purpose of electing a Mayor at Large, Ward 1, Ward 2, Ward 3, and Ward 4; and

WHEREAS, in response to public health and safety concerns related to the novel coronavirus (“COVID-19”) infectious disease outbreak, the Governor of the State of Texas issued a proclamation on March 18, 2020 authorizing political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections order for May 2, 2020 to the next uniform election date, occurring on November 3, 2020; and

WHEREAS, on April 23, 2020, the City Council approved Resolution No. 2020-03-23-17 postponing the general election to be held on May 2, 2020 to the next uniform election date, November 3, 2020; and

WHEREAS, the City desires to amend the May 2, 2020 Order of Election as set forth herein; and

WHEREAS, the City will enter into Joint Election Agreements and Election Services Agreements with and Travis and Bastrop Counties pursuant to Election Code Sections 31.092 and 271.002 for the November 3, 2020 election; Now Therefore,

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

I.

Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES.

Election Date. The General Election previously ordered by Ordinance No. 2020-01-21-04 and postponed by Resolution No. 2020-03-23-17 shall be held between the hours of 7:00 a.m.

and 7:00 p.m. on Tuesday, November 3, 2020, in accordance with the attached Amended Order of Election, which Amended Order of Election is labeled as Exhibit “A,” attached hereto and incorporated herein by reference for all purposes.

Precincts and Polling Places. For voters in Bastrop County, the City hereby designates the election precincts and polling places designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court for Election Day voting, and same are delineated on Exhibit “B-1,” attached to the Amended Order of Election and incorporated herein by reference for all purposes.

For voters in Travis County, the City hereby designates the election precincts and polling places designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court for Election Day voting, and same are delineated on Exhibit “B-2,” attached to the Amended Order of Election and incorporated herein by reference for all purposes.

Section 2. EARLY VOTING.

Applications for ballots by mail. All applications for ballot by mail submitted by voters that are over the age of 65 or disabled for the May 2, 2020 election will still be valid for the November 3, 2020 election. However, applications for ballot by mail submitted by voters not over the age of 65 or disabled, but based on expected absence from the county, will **not** be valid for the November 3, 2020 election. Applications for ballot by mail based on expected absence from the county and new applications by persons over the age of 65 or disabled must be received not later than 5:00 p.m. on Friday, October 23, 2020.

Dates for Early Voting. Early voting shall commence on Tuesday, October 13, 2020 and continue through Friday, October 30, 2020, as provided by proclamation issued by the Governor on July 27, 2020, and as shown on attached exhibits.

Places for Early Voting. For voters in Bastrop County, early voting shall be conducted by personal appearance and by mail at the early voting polling places and temporary polling places designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court for early voting, and same are delineated on Exhibit “C-1” attached to the Amended Order of Election and incorporated herein by reference for all purposes.

For voters in Travis County, early voting shall be conducted by personal appearance and by mail at the early voting polling places and temporary polling places designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court for early voting, and same are delineated on Exhibit “C-2” attached to the Amended Order of Election and incorporated herein by reference for all purposes.

Times for Early Voting. For voters in Bastrop County, during the period in which early voting is required or permitted by law or by proclamation of the Governor, that being October 13, 2020 through October 30, 2020, the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator, and approved by

the Bastrop County Commissioners Court.

For voters in Travis County, during the period in which early voting is required or permitted by law or by proclamation of the Governor, that being October 13, 2020 through October 30, 2020, the hours designated for early voting by personal appearance shall be designated in writing by the Travis County Elections Administrator, and approved by the Travis County Commissioners Court.

Section 3. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Tuesday, October 13, 2020 and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than October 4, 2020 or later than October 24, 2020.

Section 4. ELECTION RESULTS.

For voters in Bastrop County, the Bastrop County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on November 3, 2020.

For voters in Travis County, the Travis County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on November 3, 2020.

Section 5. MISCELLANEOUS.

The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, then the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Ordinance No. 2020-01-21-04 and Resolution No. 2020-03-23-17 shall remain in full force except wherein specifically amended by this Ordinance. This Ordinance shall take effect immediately upon passage.

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 and **APPROVED** on first reading this the 4th day of August 2020.

Chris Cannon, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

**EXHIBIT “A”
AMENDED ORDER OF ELECTION
CITY OF ELGIN, TEXAS**

An election is hereby ordered to be held on November 3, 2020 for the purpose of electing Members for Mayor at Large, Ward 1, Ward 2, Ward 3, and Ward 4.

For voters in Bastrop County, Election Day voting shall be conducted at the polling places for the precincts designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as shown on Exhibit “B-1” to the Order of Election, which is incorporated herein by reference and made a part hereof for all intents and purposes. For voters in Travis County, Election Day voting shall be conducted at the polling places for the precincts designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court, all as shown on Exhibit “B-2” to the Order of Election, which is incorporated herein by reference and made a part hereof for all intents and purposes. The polls at the designated polling places shall be open on Election Day from 7:00 a.m. to 7:00 p.m.

For voters in Bastrop County, early voting by personal appearance will be conducted at the locations designated by the Bastrop County Elections Administrator and approved by the Bastrop County Commissioners Court, all as are delineated on Exhibit “C-1” attached hereto and incorporated herein by reference for all purposes. For voters in Travis County, early voting by personal appearance will be conducted at the locations designated by the Travis County Elections Administrator and approved by the Travis County Commissioners Court, all as are delineated on Exhibit “C-2” attached hereto and incorporated herein by reference for all purposes.

For voters in Bastrop County, applications for ballots by mail shall be mailed to:
Bastrop County Early Voting Clerk
804 Pecan
Bastrop, TX 78602

For voters in Bastrop County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us.

For voters in Travis County, applications for ballots by mail shall be mailed to:
Travis County Early Voting Clerk
PO Box 149325
Austin, TX 78714-9325

For voters in Travis County, a completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to ebbm@traviscountytexas.gov.

Applications for ballot by mail must be received no later than 5:00 pm on Friday, October 23, 2020. Early voting by personal appearance shall commence on Tuesday, October 13, 2020 and continue through Friday, October 30, 2020

Issued this 4th day of August 2020.

CHRIS CANNON, Mayor
City of Elgin, Texas

EXHIBIT “B-1”

BASTROP COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Amended Election Order was issued, Bastrop County had not determined all the Election Day precincts and polling places. As soon as this information is made available from Bastrop County, it will be attached as Exhibit “B-1” to this Amended Election Order.

EXHIBIT “B-2”

TRAVIS COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

*As of the date the Amended Election Order was issued, Travis County had not determined all the Election Day precincts and polling places. As soon as this information is made available from Travis County, it will be attached as Exhibit “B-2” to this Amended Election Order.

EXHIBIT “C-1”

EARLY VOTING LOCATIONS, DATES AND TIMES –
BASTROP COUNTY

*As of the date the Amended Election Order was issued, Bastrop County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Bastrop County, it will be attached as Exhibit “C-1” to this Amended Election Order.

EXHIBIT “C-2”

EARLY VOTING LOCATIONS, DATES AND TIMES –
TRAVIS COUNTY

*As of the date the Amended Election Order was issued, Travis County had not determined the Early Voting locations, dates and times. As soon as this information is made available from Travis County, it will be attached as Exhibit “C-2” to this Amended Election Order.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of the proposed FY2020-21 City of Elgin Annual Operating Budget

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for the formal presentation of the FY20-21 Annual Operating Budget as proposed by the City Manager. The FY20-21 Annual Budget will be considered for formal adoption at a future date (tbd by Council).

BACKGROUND:

Discussed at previous meetings; This presentation was scheduled under the FY20-21 Budget Development Calendar.

The proposed FY20-21 *Annual Operating Budget* has been prepared and will be presented by the City Manager in accordance with the provisions of Article VII, Section 2 of the Elgin City Charter. The comprehensive document includes the staff-recommended spending plan for all city funds and departments for the fiscal year of October 1, 2020 through September 30, 2021.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommendation is for Council to receive and consider the proposed FY20-21 Annual Operating Budget as proposed by the City Manager; and review same for further, detailed discussion at subsequent Budget Work Sessions.

ATTACHMENTS:

None (*The budget document will be presented at the meeting*).

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

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

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

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