



AGENDA
ELGIN CITY COUNCIL REGULAR MEETING
TUESDAY, DECEMBER 15, 2020
ELGIN PUBLIC LIBRARY CIVIC CENTER COUNCIL CHAMBERS
404 NORTH MAIN STREET
7:00 PM

Pursuant to the suspension of various provisions of the Texas Open Meetings Act implemented by Governor Greg Abbott on March 16, 2020 due to the Coronavirus Disease (COVID-19), the Elgin City Council will be conducting its meeting in person and members of the public may attend the meeting, but overall attendance may be limited due to social distancing requirements. Members of the public may also watch the virtual meeting at https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. Second 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

Documents:

[EXSUMMARY - PUBLIC HEARING ALTESSA SPA.PDF](#)
[ALTESSA STRATEGIC PARTNERSHIP AGREEMENTFINAL.PDF](#)

VI. PUBLIC COMMENT

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

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

VII. CITY MANAGERS REPORT

1. Review Of Storm Water Drainage Projects Included Within The Five-Year Capital Plan

Documents:

[EX SUMMARY - STORMWATER PROJS UPDATE.PDF](#)

2. Update On Potential Neighborhood Traffic & Safety Upgrades At Certain Locations Throughout The City.

Documents:

[EX SUMMARY - TRAFFIC CALMING REPORT2.PDF](#)

3. (Discussion Only) Appointment/Re-Appointment Of Members To City Boards And Commissions

Documents:

[EX-SUMMARY BOARDS AND COMMISSIONS.PDF](#)
[MEMO BOARDS AND COMMISSIONS LIST TO COUNCIL \(002\) UPDATED 2.PDF](#)
[ORD2017-10-10-19 RULES AND PROCEDURES FOR BOARDS AND COMMISSIONS \(002\).PDF](#)
[BARRY BARKER.PDF](#)
[MONICA NAVA.PDF](#)
[WALTON QUINN.PDF](#)
[YENIFERIBARRA.PDF](#)
[SARAH GUDENKAUF.PDF](#)
[C GANDIA.PDF](#)
[JESSICA HUNZIKER.PDF](#)
[KATHERINE SALMON.PDF](#)
[KRYSTAL CARLSON.PDF](#)
[MALORIE HARROD.PDF](#)
[NICHOLAS ARTHUR.PDF](#)
[RANDALL KRAPP.PDF](#)

CFARNSWORTH.PDF
ASHLEY DAHLKE.PDF
LEE MARTSCHING 1.PDF
MARLA JENSEN.PDF

4. Departmental Monthly Report – Period Ending Nov 31, 2020

Documents:

01 EXSUM MONTHLY REPORTS BY DEPARTMENT OCT 2020.PDF
MONTHLY REPORT OF OPERATION - NOV 2020 DATA.PDF

5. General Activity Report And/Or Project Update

Documents:

EXSUMMARY - GENERAL ACTIVITY REPORT.PDF

VIII. CONSENT AGENDA

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

1. City Council Meeting Minutes

- City Council Special Meeting Minutes - November 17, 2020
- City Council Regular Meeting Minutes - November 24, 2020

Documents:

EXSUMMARY SHEET MINUTES.PDF
CITY COUNCIL SPECIAL MEETING 11-17-2020.PDF
CITY COUNCIL REGULAR MEETING 11-24-20.PDF

2. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF ELGIN, TEXAS AS REQUIRED UNDER CHAPTER 46 ZONING, ARTICLE I IN GENERAL, SECTION 46-3 ZONING DISTRICT MAP AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES.

Documents:

COUNCIL COVERSHEET.PDF
PROPOSED ORDINANCE.PDF
EXHIBIT A.PDF

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE CONTRACT WITH FRED D. HOOPER AND MARY HOOPER TO ACQUIRE CERTAIN REAL PROPERTY FOR THE LOCATION OF THE 1704 WASTEWATER LIFT STATION AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

01 EXSUM HOOPER CONTRACT FOR COUNCIL_.PDF
01 RESOLUTION AUTHORIZING PURCHASE OF LAND FOR SEWER LIFT STATION.PDF

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT WITH THE ELGIN OPERA HOUSE TO ALLOW AN ENCROACHMENT ON OR OVER A CITY RIGHT OF WAY AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

COUNCIL COVERSHEET.PDF
EXHIBIT A - ENCROACHMENT AGREEMENT PACKAGE.PDF

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN TO APPROVE AN ENGAGEMENT LETTER WITH BROOKSWATSON & COMPANY TO PROVIDE AUDIT SERVICES FOR THE PERIOD ENDING SEPTEMBER 30, 2020

Documents:

EX SUM APPROVAL OF AUDIT ENGAGEMENT LETTER FOR YEAR ENDING 9-30-2020.PDF
RES2018-6-5-63 AUDIT AGREEMENT WITH BROOKSWATSON ASSOC WITH EXHIBIT.PDF
BWC ENGAGEMENT LETTER 2020 SIGN COPY.PDF

IX. NEW BUSINESS

1. Election Of The Mayor Pro-Tem By City Council

Documents:

EXSUMMARY - MAYOR PRO TEM.PDF

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND THE ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - ALTESSA 1ST AMENDMENT.PDF](#)
[RESOALTESSADA1STAMEND1220.PDF](#)
[ALTESSA FIRST AMENDMENT TO DEVELOPMENT AGREEMENT.PDF](#)

3. 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

Documents:

[EXSUMMARY - ALTESSA SPA.PDF](#)
[RESOALTESSASPA1220.PDF](#)
[ALTESSA STRATEGIC PARTNERSHIP AGREEMENTFINAL.PDF](#)

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE ALTESSA MUD WASTEWATER SERVICE AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND THE ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - ALTESSA MUD WWAGR.PDF](#)
[RESOALTESSAWWAGR1220.PDF](#)
[ALTESSA WASTEWATER SERVICE AGREEMENTFINAL.PDF](#)

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE ELEVATED WATER STORAGE TANK NO. 2 REPAINT PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

Documents:

[EX SUMMARY - TRC ELEVATED TANK NO 2.PDF](#)
[RESOTRCNO2ELEVATEDTANK1220.PDF](#)
[TRC PROPOSAL - ELEVATED TANK REPAINT.PDF](#)

6. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2020-21 Annual Operating Budget

Documents:

[EX SUMMARY - NONPROFIT FUNDING.PDF](#)
[SUE BRASHAR SCORE SHEET.PDF](#)
[BRASHAR SCORE QUESTIONS AND COMMENTS SHEETS.PDF](#)
[JUAN GONZALEZ SCORE SHEET.PDF](#)
[JUAN GONZALEZ SCORE QUESTIONS AND COMMENTS SHEETS.PDF](#)

7. AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MONTHLY MEETING OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE

Documents:

[EXSUMMARY - ANNUAL CCMEETING SCHEDULE.PDF](#)
[ORDCCMTGSCHED1220.PDF](#)

X. EXECUTIVE SESSION

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

1. Adjourn Into Executive Session Pursuant To Section §551.074 Personnel Matters: To Deliberate The Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, Or Dismissal Of A Public Officer Or Employee To-Wit: Possible Interim Appointment(S) To Vacant Ward 3 Council Seat(S)

Documents:

[EXSUMMARY - EXECUTIVE SESSION1220.PDF](#)

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. 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, December 11, 2020 in accordance with Chapter 551 of the Texas Government Code.

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing - 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

DEPARTMENT: City Council

PROPOSED ACTION:

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

BACKGROUND:

Discussed at previous meetings; Clayton Properties Group, Inc, dba Brohn Homes (“Clayton/Brohn”) is the owner of 235+ acres of land located within the extraterritorial jurisdiction of the City, adjacent to the eastside of County Line Road in the area of the EHS campus. Clayton/Brohn intends to develop this land as “Altessa” (now known as "Harvest Ridge"), a master-planned residential community that will include park and recreational facilities and a land site for public safety.

The Council previously approved a Development and Consent Agreement with Clayton/Brohn and the associated Altessa MUD. Said Agreement included a commitment on the part of the City to consent to the creation of the MUD in exchange for various commitments made by the developers.

In connection with said agreement, the developers have now also agreed to a “Limited Purpose Annexation” in conformity with state law. Through this action, the City will annex the Travis County portion of land within the MUD for the limited purpose of subjecting the MUD to the development standards of the City (or as otherwise stipulated in our Development Agreement).

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: N/A

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

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

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

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

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

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

STATE OF TEXAS §
 §
COUNTIES OF BASTROP §
AND TRAVIS §

This Strategic Partnership Agreement (this “Agreement”) is entered into by and between the City of Elgin, Texas, a home-rule municipality located in Bastrop and Travis Counties, Texas (the “City”) and Altessa Municipal Utility District, a political subdivision of the State of Texas created under Chapters 49 and 54 of the Texas Water Code (the “District”). Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes (the “Developer”), has joined in this Agreement for the sole purpose of evidencing its consent to the City’s annexation of the Development (as defined below), as contemplated by this Agreement.

RECITALS

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

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

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

WHEREAS, the District encompasses 283.115 acres, more or less, located within the extraterritorial jurisdiction of the City, as more fully described on **Exhibit A** attached to this Agreement (the “Development”); and

WHEREAS, the Developer has represented to the City and the District that it owns the Development; and

WHEREAS, pursuant to Article II of the City’s Home Rule Charter, the City has all of the powers granted to cities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers, such powers including, but not limited to, those granted by: (i) Section 43.0751 of the Texas Local Government Code authorizing a city to enter into a strategic partnership agreement that provides for the limited purpose annexation of a municipal utility district, or portion thereof, on terms acceptable to the municipality and the municipal utility district; and (ii) Chapter 212 of the Local Government Code authorizing a city to regulate subdivisions within its corporate boundaries and within its extraterritorial jurisdiction; and

WHEREAS, Section 43.0751 of the Texas Local Government Code provides that a strategic partnership agreement may include services and regulatory benefits; and

WHEREAS, the City desires to annex the 283.115 acres, more or less, within the Development for the sole purpose of imposing exclusive subdivision regulatory authority upon the Development (the “Limited Purpose”); and

WHEREAS, the District desires, pursuant to its authority under Section 54.234 of the Texas Water Code, to accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with this Agreement, within the Development; and

WHEREAS, subject to the terms and conditions of this Agreement, the District is willing to allow the City to annex the Development for the Limited Purpose; and

WHEREAS, to facilitate the City’s limited purpose annexation of the Development, the Developer submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to Section 43.0751 of the Texas Local Government Code and the Developer’s petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the City’s annexation of the Development for the Limited Purpose; and

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

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

WHEREAS, the Board approved and adopted this Agreement on May 21, 2020, in open session at a meeting held in accordance with all applicable laws; and

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

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

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

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

WHEREAS, in accordance with the requirements of Section 43.0751(p)(1) of the Texas Local Government Code, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides services and benefits for the City and the District that are reasonable and equitable.

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

ARTICLE I. RECITALS

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

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

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

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

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

Section 2.4 Limited Purpose Annexation of Development. The Parties agree that the City may annex the Development solely for the Limited Purpose. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date.

Section 2.5 Consent to Limited Purpose Annexation. The District, on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Development solely for the Limited Purpose. The District consents to such annexation. Such

consent shall bind the District and the Developer and each future owner of land within the Development.

Section 2.6 Limited District. The District is not a limited district as defined in Section 43.0751(a)(2) of the Texas Local Government Code.

Section 2.7 Property Taxes and District Liability for Debts of the City. During the term of this Agreement: (i) neither the District, nor any owners of taxable property within the District, are liable for any present or future debts of the City; and (ii) current and future ad valorem and sales and use taxes levied by the City shall not be levied on taxable property or activity within the District.

Section 2.8 Powers and Functions Retained by the District. Following the City's limited purpose annexation of the Development, and notwithstanding anything in this Agreement to the contrary, the District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto.

Section 2.9 Water, Sewer, and Drainage Services. The Developer will develop, on behalf of the District, and the District will own, operate and maintain wastewater and drainage systems within the Development as is reasonably necessary to provide such services to the owners and occupants of such area. The Developer will develop, on behalf of the District, and Aqua Water Supply Corporation will own, operate and maintain a water system within the Development, as is reasonably necessary to provide such services to the owners and occupants of such area.

ARTICLE III. SUBDIVISION REGULATORY AUTHORITY; ROADWAYS

Section 3.1 Subdivision Regulatory Authority. The City shall have the exclusive authority to regulate the subdivision of land within the boundaries of the Development, and shall regulate the subdivision of such land in accordance with Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of that certain "Development and Consent Agreement" dated effective August 8, 2019, as it may be amended from time to time (the "Development and Consent Agreement").

Section 3.2 Roadways. The District shall accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with the requirements and standards set forth in Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of the Development and Consent Agreement.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 No Full-Purpose Annexation During Term of Development and Consent Agreement. The City shall not annex the Development, or any other portion of the District, for full purposes until after the expiration of the Development and Consent Agreement. If the City decides to disannex the Development and has the authority to disannex, the City may institute

proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

ARTICLE V. TERM

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

ARTICLE VI. BREACH, NOTICE AND REMEDIES

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

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

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

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43.130(b) of the Texas Local Government Code, residents of the Development will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in

writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) ten (10) business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) ten (10) business days after the Notice is sent by facsimile (with electronic confirmation by the sending facsimile machine) with a confirming copy sent by United States mail within 48 hours after the facsimile is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

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

To the District: c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive

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

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

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

been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

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

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

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

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

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

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

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

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to

this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

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

Exhibit A Description of Development

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

[COUNTERPART SIGNATURE PAGES FOLLOW]

DISTRICT:

ALTESSA MUNICIPAL UTILITY DISTRICT

By: _____
Curtis Kelly Dyer, Board President

Date: May 21, 2020

ATTEST:

By: _____
Jason Rangel, Secretary

Date: May 21, 2020

CITY:

CITY OF ELGIN, TEXAS

By: _____
Ron M. Ramirez, Mayor

Date: _____, 2020

APPROVED AS TO FORM:

By: _____
Charles Crossfield, City Attorney

Date: _____, 2020

DEVELOPER:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By: _____
Adam B. Boenig, Vice President

Date: _____, 2020

EXHIBIT "A"

DESCRIPTION OF THE DEVELOPMENT

All of that certain 283.115 acres, more or less, located in Travis and Bastrop Counties, Texas, comprised of the following tracts:

Tract 1: 234.288 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit "A-1" attached hereto and incorporated herein; and

Tract 2: 48.827 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit "A-2" attached hereto and incorporated herein.

Exhibit "A-1"

Tract 1

LEGAL DESCRIPTION

DESCRIPTION OF 234.288 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NOS. 20 AND 2296, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 234.215 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM EUGENE R. KANAK, AND WIFE, JUDY A. KANAK TO THE EUGENE R. AND JUDY A. KANAK LIVING TRUST, EUGENE R. KANAK AND JUDY A. KANAK, CO-TRUSTEES, OF RECORD IN VOLUME 920, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND VOLUME 13223, PAGE 668 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 234.288 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the southwest corner of the said 234.215 acre tract and the herein described tract, being on the east right-of-way line of County Line Road, a variable width right-of-way, being also the northwest corner of that certain 48.820 acre tract of land described in a deed to Russel F. Boyd of record in Volume 725, Page 633 of the Official Public Records of Bastrop County, Texas, said point having Grid Coordinates of N=10110911.98, E=3221530.09;

THENCE, N 27°08'47" E, with the east right-of-way of County Line Road and the west line of said 234.215 acre tract, for a distance of **708.88 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southwest corner that certain 10.00 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 44 of the Official Public Records of Travis County, Texas, and being an ell angle corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°51'29" E, departing the east right-of-way of County Line Road, with the south line of said 10.00 acre tract, for a distance of **476.51 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner said 10.00 acre tract, and being an interior angle corner of said 234.215 acre tract and the herein described tract;

THENCE, N 27°08'48" E, with the east line of said 10.00 acre tract and the west line of said 234.215 acre tract, at a distance of 914.67 feet passing the northeast corner of said 10.00 acre tract and the southeast corner of that certain 4.737 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 47 of the Official Public Records of Travis County, Texas, for a total distance of **1,347.72 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the northeast corner said 4.737 acre tract, being on the south line of that certain 147.144 acre tract of land described in a deed to RSM Real Estate, LP of record in Document No. 201414715 of the Official Public Records of Bastrop County, Texas, and being the northwest corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°53'48" E, with the south line of said 147.144 acre tract and the north line of said 234.215 acre tract, at a distance of 3,922.44 feet passing a 1-inch iron pipe found for the southeast corner of said 147.144 acre tract and the southwest corner of that certain 139.723 acre tract of land described in a deed to Roger and Suzanne Mogonye of record in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, for a total distance of **4,832.13 feet** to a 5/8-inch iron rod found for the northeast corner of said 234.215 acre tract and the herein described tract, and being the northwest corner of that certain 42.158 acre tract of land described in a deed to Ward and Patsy Payne of record in Volume 647, Page 728 of the Official Public Records of Bastrop County, Texas;

THENCE, S 27°35'48" W, with the west line of said 42.158 acre tract and the east line of said 234.215 acre tract, at a distance of 1,298.23 feet passing a 5/8-inch iron rod found for the southwest corner of said 42.158 acre tract and the northwest corner of that certain 66.936 acre tract of land described in a deed to Jim V. and Katherine L. Mogonye of record in Volume 2343, Page 362 of the Official Public Records of Bastrop County, Texas, for a total distance of **2,036.79 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner of said 234.215 acre tract and the herein described tract, and being on the north line of that certain 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas;

THENCE, N 63°06'30" W, with the north line of said 103 acre tract and the south line of said 234.215 acre tract, at a distance of 3,287.28 feet passing the northwest corner of said 103 acre tract and the northeast corner of said 48.820 acre tract, for a total distance of **5,292.66 feet** to the **POINT OF BEGINNING** and containing 234.288 acres of land.

BEARING BASIS NOTE

BEARINGS ARE BASED ON TEXAS STATE PLANE CENTRAL ZONE 4203, NAD 83. STATION. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. DISTANCES SHOWN HEREON ARE IN SURFACE, U.S. SURVEY FEET.

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

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground December, 2017 and January, 2018 under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 25th day of January 2018, A.D.

Zamora, L.L.C. dba "ZWA"
1435 South Loop 4
Buda, Texas 78610
512-295-6201
TX Firm No. 10062700



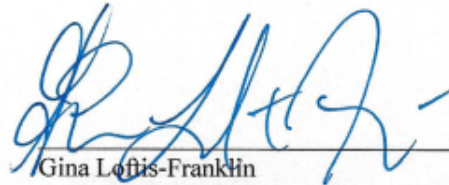

Gina Loftis-Franklin
Registered Professional Land Surveyor
No. 6087 – State of Texas

Exhibit "A-2"

Tract 2

LEGAL DESCRIPTION

DESCRIPTION OF 48.827 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 24.41 ACRE TRACT (TRACT B) OF LAND DESCRIBED IN A PARTITION DEED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT OF LAND CONVEYED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT LAND DESCRIBED IN GENERAL WARRANTY DEED OF RECORD IN VOLUME 725, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 48.827 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found having Grid Coordinates of N=10110911.84, E=3221530.37 on the on the east right-of-way line of County Line Road, a variable width right-of-way, at the northwest corner of said 24.41 acre tract (Tract B) and being the southwest corner of a 234.288 acre tract described in a deed to CMH Parks, Inc. of record in Document No. 201807699, Official Public Record, Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, S 63°06'26" E, departing the east right-of-way of County Line Road, with the common line of said 24.41 acre tract (Tract B) and said 234.288 acre tract, a distance of **2001.92** feet to a calculated point at the northeast corner of said 24.41 acre tract (Tract B) and being the northwest corner of a 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, S 27°10'16" W, departing the south line of said 234.288 acre tract, with the common line of said 24.41 acre tract (Tract B) and said 103 acre tract at 5.10 feet passing a 1/2" iron rod found and at 534.06 feet passing a 1/2" iron found disturbed at the southeast corner of said 24.41 acre tract (Tract B) and being the northeast corner of said 24.41 acre tract described in said Volume 725, Page 633, continuing with said common line of said 24.41 acre tract and said 103 acre tract, for a total distance of **1065.40 feet** to a 1/2" iron rod found on the north line of a 67 acre tract, more or less, described a warranty deed to the Cynthia Kreig & Sheldon Ray Johnson Living Trust, of record in Document No. 201810089, Official Public Record of Bastrop County, Texas, at the southeast corner of said 24.41 acre tract and being ell corner of said 103 acre tract, for the southeast corner of the herein described tract;

THENCE, N 62°50'09" W, departing the west line of said 103 acre tract, with the south line of said 24.41 acre tract, and being the north line of said 67 acre tract and a north line of a 3.006 acre tract described in a special warranty deed to Fausto C. Martinez and Maria Saucedo of record in Document No. 201108993, Official Public Records of Bastrop County, Texas, a distance of **2008.67 feet** to a 1/2" iron found on the east right-of-way line of said County Line Road, at the southwest corner of said 24.41 acre tract and being the northwest corner of said 3.006 acre tract, for the southwest corner of the herein described tract;

THENCE, N 27°32'17" E, with the east right-of-way of County Line Road and being the west line of said 24.41 acre tract and the west line of said 24.41 acre tract (Tract B), a distance of **1055.94** feet to the **POINT OF BEGINNING** and containing 48.827 acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93). THE BEARINGS AND DISTANCES ARE GRID.

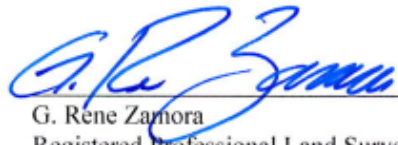
THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 22 day of January, 2019, A.D.

Zamora, L.L.C.
1425 South Loop 4
Buda, Texas 78610
512-295-6201
Tx. Firm No. 10062700



G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review of stormwater drainage projects included within the Five-Year Capital Plan

DEPARTMENT: City Engineer

PROPOSED ACTION: No Council action proposed or requested at this time; This item is to provide Council with a general update on the item as described; and respond to any related questions or comments.

BACKGROUND:

This item is for an informational report and general discussion of all currently identified stormwater drainage projects included within the 2020 City of Elgin Five-Year Capital Plan (5YRCP).

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

General discussion at a recent Council Meeting appeared to indicate some possible confusion regarding the identification of certain stormwater drainage improvement plans within the 5YRCP. This discussion will also provide an opportunity for Council to prioritize or re-prioritize the various projects, if so desired.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion as described above; and direction to staff, if any, as appropriate – [including the possible re-prioritization of storm drainage projects within the Five-Year Capital Plan](#)

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: Update on potential neighborhood traffic & safety upgrades at certain locations throughout the City.

DEPARTMENT: City Engineer

PROPOSED ACTION: This item has been placed on the agenda an update and general discussion related to transportation improvements at certain locations; and direction to staff as warranted.

BACKGROUND:

Discussed at last meeting: Within the neighborhoods listed below, residents contacted Councilmembers expressing various concerns related to traffic and safety. As requested, staff has reviewed these situations and has now developed scenarios that could provide some of the relief requested.

An informational report of staff recommendations related to certain traffic, safety, and/or traffic calming improvements at the following locations was presented to City Council at our last meeting:

- Ramirez Rd./South Ave. C/Main St. (traffic control)
- 618 Madison St. (speed/traffic calming)
- Cleveland St. at S. Avenue A to Harris St. (speed/traffic calming)
- Hillside Dr./Old McDade Rd. (intersection improvements)

At the direction of Council, the staff has since conducted a public meeting to provide an opportunity for residents of these areas to voice their opinions on the projects and/or issues being discussed.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion as described above; and direction to staff, if any, as appropriate

ATTACHMENTS:

None

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and possible action to appoint/re-appoint members to Committees/Commissions/Boards with expiring terms.

DEPARTMENT: Administration

PROPOSED ACTION: Consideration of possible appointments or re-appointments to the Board of Adjustments, Building Standards Commission, Economic Development Corporation, Historic Review Board, Library Advisory Board, Main Street Board, Planning & Zoning Commission, and the Parks and Recreation Advisory Board.

BACKGROUND: As per Ordinance 2017-10-10-19 establishing new policies and procedures regarding appointments and appointees to the various City commissions, boards, and committees, the City Secretary has sent out a memo on December 3, 2020 to Council with a list of all upcoming vacancies/appointments to such commissions, boards and committees (30) days prior to the January Regular Meeting.

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Appointments and/or re-appointments to the Board of Adjustments, Building Standards Commission, Economic Development Corporation, Historic Review Board, Library Advisory Board, Main Street Board, Planning & Zoning Commission, Parks and Rec Advisory Board and the Public Safety Advisory Committee.

ATTACHMENTS:

City Secretary Memo
Applications

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

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

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

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



MEMORANDUM

Date: December 3, 2020

Updated

To: Mayor, Mayor Pro Tem and Council

From: Amelia Sanchez, City Secretary

Re: Appointments/Re-Appointments to Boards and Commissions

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

Terms expiring 12-31-20

Board of Adjustment:

Franklin Boettcher

Ruby Simms

Shifton McShan

All three would like to be re-appointed.

No applications submitted.

Building Standards Commission

No re-appointments.

There are 3 vacancies.

Application received: Barry Barker (no rank for this on his application).

Economic Development Board

Bryan Bracewell

Molly Alexander

Both would like to be re-appointed.

Applications received attached:

Barry Barker (1st choice), Walton Quinn (2nd choice), Monica Nava (3rd choice)

Council Member Brashar would like to be re-appointed
Council Member Bega term expires, does not wish to be re-appointed

Need 1 more Council Member appointment

Historic Review Board

Robert Ryland

Would like to be re-appointed.

There are 2 vacancies. Application attached: Yennifer Ibarra, (3rd choice), Barry Barker (listed on application, but no rank)

Library Advisory Board

3 Vacancies.

Application received: Yenifer Ibarra, (1st choice)

Main Street Board

Theresa McShan

Stacey Gruetzner Wilhite

Marla Jenson

All 3 would like to be re-appointed.

There are 2 vacancies.

Applications attached: Sarah Gudenkauf (only choice), Monica Nava (2nd choice), Walton Quinn (3rd choice)

Parks and Rec Advisory Board

Sonya Rangel

She would like to be re-appointed

There are 4 vacancies.

Applications attached: Carlos Gandia (only choice), C Farnsworth (1st choice), Jessica Hunziker (only choice), Katherine Salmon (only choice), Krystal Carlson (only choice), Malorie Harrod (only choice), Nicholas Arthur (1st choice), Randall Krapf (only choice) Walton Quinn (4th choice)

Planning & Zoning Commission:

Antonio Prete

Dorothy McCarther

Jason Tatum

David Langford

All four members would like to be re-appointed.

There are no vacancies.

No applications received.

Municipal Court Security Committee

Re-appointments:

Amanda Carter

Patrick South

Yadi Duque

Susie Arreaga
Mary Penson

2 Vacancies

Charles Stone, Bailiff (consider appointing) and 1 other Council Member
Council Member Lopez is no longer on City Council.

ORDINANCE NO. 2017-10-10-19

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

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

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

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

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

I.

Sec. 1 - Purpose.

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

Sec. 2 – City Charter Authority

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

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

Sec. 3 – Boards and Commissions

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

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

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

Sec. 4 – Meeting Times and Agenda

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

Sec. 5 – Regulatory Authority

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

Sec. 6 – Appointments

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

Sec. 7 – Board and/or Commission Members

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

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

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

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

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

Sec. 10 – Open Government Training

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

Sec. 11 –Waiver of Qualifications Requirements

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

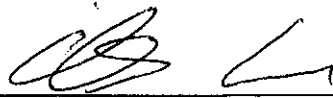
II.

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

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

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

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



CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:



Amelia Sanchez, City Secretary

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Friday, November 20, 2020 3:24:03 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Barry
Last Name	BARKER
Telephone	<i>Field not completed.</i>
Telephone	
Telephone	512-563-5407
Address	1127 Robin Rd
City	ELGIN
State	TX
Zip Code	78621
Mailing Address	PO Box 891
City	Elgin
State	TX
Zip Code	78621
Email Address	elginsprinkler@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Building Standards Commission, Economic Development Corporation, Historic Review Board

If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	EEDC
Why do you want to serve on this board?	To have input on and help attract new business to Elgin
(Section Break)	
Occupation and/or Area(s) of Expertise	Owner: Post Oak Hardware, Elgin Sprinkler & Trenching
Education	BA Texas Christian Univ
Additional Information	
(1) Do you reside within the City Limits of Elgin?	Yes
If yes, Council Ward:	<i>Field not completed.</i>
(2) Do you reside within the Elgin Independent School District?	Yes
(3) Are you a registered Voter?	Yes
(4) For at least the preceding twelve (12) months	
I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,	Yes
I am an owner of real property within the corporate limits of the City of Elgin; or,	Yes
I am an owner of a business located within the corporate limits of the City of Elgin.	Yes
(5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no pending claim against the City.	Yes
(6) I receive no compensation from nor am I employed by, nor hold any other position with, the	Yes

City of Elgin government.

(7) Are you currently serving on any other City Board/Commission/Committee?

No

If yes, please indicate name: *Field not completed.*

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

If yes, please explain: *Field not completed.*

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly. bb

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

Signature of Applicant Barry Barker

Date 11/20/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Tuesday, September 1, 2020 6:43:49 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Monica
Last Name	Nava
Telephone	7022754753
Telephone	5128279747
Telephone	7022754753
Address	114 N Main St
City	Elgin
State	TX
Zip Code	78621
Mailing Address	114 N Main St
City	Elgin
State	TX
Zip Code	78621
Email Address	monica@chemncafe.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Economic Development Corporation, Envision Elgin, Main Street Board

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

1. Envision Elgin, 2. Main Street Board, 3. Economic Development Corporation

(Section Break)

Reference 1	Allan Tolbert
Email Address	tolbertproperties@paintingsmart.com
Address	1126 Swenson Blvd, Suite A
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-619-6658
Fax Number	<i>Field not completed.</i>

(Section Break)

Reference 2	Sheldon Johnson
Email Address	<i>Field not completed.</i>
Address	<i>Field not completed.</i>
City	Elgin
State	TX
Zip Code	78621
Phone Number	5129959016
Fax Number	<i>Field not completed.</i>

(Section Break)

Reference 3	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>

Zip Code	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
(Section Break)	
Occupation and/or Area(s) of Expertise	Marketing, Business Owner
Education	A.B. Business, ACC + A.S. Health Information Indiana University
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	6 years
What Ward?	4
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	Chemn Cafe
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or	As a business owner downtown, I would like to contribute my time and efforts to the growth and success of our city.

Commission?

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
--	----

Do you have your employer's support to serve on a Board or Commission?	Yes
--	-----

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

Do you agree to complete any training necessary for the Board or Commission?	Yes
--	-----

How did you hear of the available position(s)?	Personal inquiry online.
--	--------------------------

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

Signature of Applicant	Monica L. Nava-Barker
------------------------	-----------------------

Date	9/1/2020
------	----------

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Monday, November 9, 2020 7:43:07 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Quinn
Last Name	Walton
Telephone	5123654680
Telephone	5128627935
Telephone	5123654680
Address	104 E 7th St
City	Elgin
State	TX
Zip Code	78621
Mailing Address	104 E 7th St
City	Elgin
State	TX
Zip Code	78621
Email Address	quinn.t.walton@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Economic Development Corporation, Envision Elgin, Main Street Board, Parks and Recreation Board

If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1. Envision Elgin, 2. Economic Development Board, 3. Main Street Board, 4. Parks & Rec
Why do you want to serve on this board?	As an involved local of downtown Elgin, I want to make sure we grow in a healthy and sustainable way.
(Section Break)	
Occupation and/or Area(s) of Expertise	Real Estate, Local Music, Sustainability, Community Engagement
Education	Some College
Additional Information	
(1) Do you reside within the City Limits of Elgin?	Yes
If yes, Council Ward:	4
(2) Do you reside within the Elgin Independent School District?	Yes
(3) Are you a registered Voter?	Yes
(4) For at least the preceding twelve (12) months	
I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,	No
I am an owner of real property within the corporate limits of the City of Elgin; or,	Yes
I am an owner of a business located within the corporate limits of the City of Elgin.	Yes
(5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no pending claim against the City.	Yes
(6) I receive no compensation from nor am I employed by, nor hold any other position with, the	Yes

City of Elgin government.

(7) Are you currently serving on any other City Board/Commission/Committee? No

If yes, please indicate name: *Field not completed.*

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest? No

If yes, please explain: *Field not completed.*

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly. QTW

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

Signature of Applicant Quinn Taylor Walton

Date 11/9/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Tuesday, October 6, 2020 7:43:31 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Yenifer
Last Name	Ibarra
Telephone	9369948666
Telephone	<i>Field not completed.</i>
Telephone	9369948666
Address	109 Cates Cove
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	109 Cates Cove
City	Elgin
State	Texas
Zip Code	78621
Email Address	Ibarra.yenifer05@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Public Safety Advisory Committee, Historic Review Board, Library Advisory Board

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

Library Advisory Board
Public Safety Advisory Committee
Historic Review Board

(Section Break)

Reference 1	Jonathan Bedolla
Email Address	Jon.bed@hotmail.com
Address	105 Allison Cove
City	Elgin
State	Texas
Zip Code	78621
Phone Number	5122297315
Fax Number	<i>Field not completed.</i>

(Section Break)

Reference 2	Jackie Ruiz
Email Address	Jackie Ruiz
Address	133 Blue Ridge Trail
City	Elgin
State	Texas
Zip Code	78621
Phone Number	5126948616
Fax Number	<i>Field not completed.</i>

(Section Break)

Reference 3	Heather Rodriguez
Email Address	nicole66586@aol.com
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>

Zip Code	<i>Field not completed.</i>
Phone Number	nicole66586@aol.com
Fax Number	<i>Field not completed.</i>
(Section Break)	
Occupation and/or Area(s) of Expertise	Teacher
Education	Bachelor of Business Administration
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	5 years
What Ward?	<i>Field not completed.</i>
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	Home. 109 Cates Cove, Elgin Texas 78621
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or Commission?	Elgin has become my home. I plan on raising my family here. I would like to be involved and contribute to this great town.

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

Do you have your employer's support to serve on a Board or Commission?

No

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

Do you agree to complete any training necessary for the Board or Commission?

Yes

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

City of Elgin Website

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

Signature of Applicant

Yenifer Ibarra

Date

10/6/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Tuesday, November 24, 2020 7:23:19 AM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Sarah
Last Name	Gudenkauf
Telephone	5123184470
Telephone	5123184470
Telephone	5123184470
Address	813 Old McDade Rd
City	Elgin
State	TX
Zip Code	78621
Mailing Address	813 Old McDade Rd
City	Elgin
State	TX
Zip Code	78621
Email Address	sarah.gudenkauf@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Main Street Board

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

Field not completed.

Why do you want to serve on this board?

Hello,
I've lived and owned a home in Elgin for almost ten years. I've enjoyed watching as new businesses have opened and existing businesses have flourished and on Mainstreet. I'm hoping to become more involved in volunteering to support my local community and believe I could be an asset to the Main Street Board as a citizen and patron. I would look forward to supporting existing and new businesses as well as being part of a committee dedicated to identifying ways to support a thriving Mainstreet.

(Section Break)

Occupation and/or Area(s) of Expertise

Educational Consultant, Organizational Continuous Improvement

Education

Ed.D. Educational Leadership (in progress), M.Ed. Educational Leadership (Lamar University), BS Animal Behavior (Bucknell University)

Additional Information

(1) Do you reside within the City Limits of Elgin?

Yes

If yes, Council Ward:

Field not completed.

(2) Do you reside within the Elgin Independent School District?

Yes

(3) Are you a registered Voter?

Field not completed.

(4) For at least the preceding twelve (12) months

I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,

Yes

I am an owner of real property within the corporate limits of the City of Elgin; or,

Yes

I am an owner of a business located within the corporate

No

limits of the City of Elgin.

(5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no pending claim against the City.

No

(6) I receive no compensation from nor am I employed by, nor hold any other position with, the City of Elgin government.

No

(7) Are you currently serving on any other City Board/Commission/Committee?

No

If yes, please indicate name:

Field not completed.

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

If yes, please explain:

Field not completed.

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly.

SG

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

Signature of Applicant

Sarah Gudenkauf

Date

11/24/2020

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Tuesday, October 27, 2020 7:33:30 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Carlos
Last Name	Gandia
Telephone	7373332784
Telephone	<i>Field not completed.</i>
Telephone	7373332784
Address	1114 W 2nd St
City	Elgin
State	TX
Zip Code	78621
Mailing Address	1114 W 2nd St
City	Elgin
State	TX
Zip Code	78621
Email Address	cgandiajr@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board

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

Field not completed.

Why do you want to serve on this board?

The state of our parks makes a huge impact on our community on both the personal and city level. To that end I would love to be able to participate in the decision making process determining how we can make our parks as awesome as possible. I believe I can provide a unique perspective and am more than willing to do the footwork to ensure that everyone is able to enjoy our parks equally and easily.

(Section Break)

Occupation and/or Area(s) of Expertise

Apple ID Site Support Engineer. Detail oriented, logistics, quick learner, avid gardener.

Education

Associates Degree

Additional Information

(1) Do you reside within the City Limits of Elgin?

Yes

If yes, Council Ward:

3

(2) Do you reside within the Elgin Independent School District?

Yes

(3) Are you a registered Voter?

Yes

(4) For at least the preceding twelve (12) months

I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,

Yes

I am an owner of real property within the corporate limits of the City of Elgin; or,

Yes

I am an owner of a business located within the corporate limits of the City of Elgin.

No

(5) I have no delinquent City of Elgin taxes, utilities, or other

Yes

City assessments; and have no pending claim against the City.

(6) I receive no compensation from nor am I employed by, nor hold any other position with, the City of Elgin government. Yes

(7) Are you currently serving on any other City Board/Commission/Committee? No

If yes, please indicate name: *Field not completed.*

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest? No

If yes, please explain: *Field not completed.*

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly. CG

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

Signature of Applicant Carlos Gandia

Date 10/27/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Saturday, October 31, 2020 12:25:27 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Jessica
Last Name	Hunziker
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Telephone	512-751-7211
Address	206 Lake Placid Run
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	206 Lake Placid Run
City	Elgin
State	Texas
Zip Code	78621
Email Address	jessahunziker@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board

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

Field not completed.

Why do you want to serve on this board?

The Recreation Department serves as the heart of the community. The events hosted have given my family a sense of belonging to our new hometown. As a mom and an experienced preschool teacher I understand the benefit of the gross motor activities a well planned playscape provides. I hope to serve my community by helping shape the way current and future neighbors come together and play.

(Section Break)

Occupation and/or Area(s) of Expertise

Early Childhood Educator

Education

AA General Studies

Additional Information

(1) Do you reside within the City Limits of Elgin?

Yes

If yes, Council Ward:

2

(2) Do you reside within the Elgin Independent School District?

Yes

(3) Are you a registered Voter?

Yes

(4) For at least the preceding twelve (12) months

I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,

No

I am an owner of real property within the corporate limits of the City of Elgin; or,

Yes

I am an owner of a business located within the corporate limits of the City of Elgin.

No

(5) I have no delinquent City of Elgin taxes, utilities, or other

Yes

City assessments; and have no pending claim against the City.

(6) I receive no compensation from nor am I employed by, nor hold any other position with, the City of Elgin government. Yes

(7) Are you currently serving on any other City Board/Commission/Committee? No

If yes, please indicate name: *Field not completed.*

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest? No

If yes, please explain: *Field not completed.*

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly. JH

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

Signature of Applicant Jessica Hunziker

Date 10/31/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Friday, October 16, 2020 6:56:20 AM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Katherine
Last Name	Salmon
Telephone	512-426-2094
Telephone	<i>Field not completed.</i>
Telephone	512-426-2094
Address	300 N Ave F
City	Elgin
State	TX
Zip Code	78621
Mailing Address	300 N Ave F
City	Elgin
State	TX
Zip Code	78621
Email Address	salmonpatty@gmail.com
Is email a way of contacting you promptly?	<i>Field not completed.</i>
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board

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

Field not completed.

(Section Break)

Reference 1	Jeanne Williamson
Email Address	jeannewmson@gmail.com
Address	104 Stubblefield Dr.
City	Elgin
State	TX
Zip Code	78621
Phone Number	512-699-5085
Fax Number	<i>Field not completed.</i>

(Section Break)

Reference 2	Pat Palmer
Email Address	<i>Field not completed.</i>
Address	208 N Avenue G
City	Elgin
State	TX
Zip Code	78621
Phone Number	713-828-8125
Fax Number	<i>Field not completed.</i>

(Section Break)

Reference 3	Laurence Williamson
Email Address	laurencewmson@yahoo.com
Address	104 Stubblefield Dr
City	Elgin
State	TX

Zip Code	78621
Phone Number	512-587-7088
Fax Number	<i>Field not completed.</i>
(Section Break)	
Occupation and/or Area(s) of Expertise	Orientation and Mobility Specialist
Education	Masters plus
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	2.5 years
What Ward?	4
Do you reside within the Elgin Independent School District?	<i>Field not completed.</i>
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	300 North Avenue F
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or Commission?	I love being an Elginite and participating in all things that our community has to offer, I am an avid Parks and Rec user and am excited to watch our parks

develop and grow as well as the opportunities the department has to offer.

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

Do you have your employer's support to serve on a Board or Commission?

Yes, No

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

Do you agree to complete any training necessary for the Board or Commission?

Yes

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

Elgin Courier

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

Signature of Applicant

Field not completed.

Date

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Tuesday, November 17, 2020 11:05:59 AM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Krystal
Last Name	Carlson
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Telephone	5129241819
Address	211 Taylor Rd
City	Elgin
State	TX
Zip Code	78621
Mailing Address	211 Taylor Rd
City	Elgin
State	TX
Zip Code	78621
Email Address	kcarlson87@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board

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

Field not completed.

Why do you want to serve on this board?

I graduated with a Bachelor of Science Degree in Recreational Administration. I am currently serving on the Design Committee for the City of Elgin and would love to contribute even more to my community in a field/area that I enjoy and am familiar with.

(Section Break)

Occupation and/or Area(s) of Expertise

Dell Technologies

Education

Bachelor of Science Degree

Additional Information

(1) Do you reside within the City Limits of Elgin?

Yes

If yes, Council Ward:

EW4

(2) Do you reside within the Elgin Independent School District?

Yes

(3) Are you a registered Voter?

Yes

(4) For at least the preceding twelve (12) months

I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,

Yes

I am an owner of real property within the corporate limits of the City of Elgin; or,

Yes

I am an owner of a business located within the corporate limits of the City of Elgin.

No

(5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no pending claim against the City.

No

(6) I receive no compensation from nor am I employed by, nor hold any other position with, the City of Elgin government.

No

(7) Are you currently serving on any other City Board/Commission/Committee?

Yes

If yes, please indicate name:

Design Committee

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

If yes, please explain:

Field not completed.

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly.

KLC

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

Signature of Applicant

Krystal Carlson

Date

11/17/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Sunday, August 30, 2020 8:54:11 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Malorie
Last Name	Harrod
Telephone	2147971343
Telephone	<i>Field not completed.</i>
Telephone	2147971343
Address	2849 FM 1704
City	Elgin
State	TEXAS
Zip Code	78621
Mailing Address	2849 FM 1704
City	Elgin
State	TEXAS
Zip Code	78621
Email Address	maloried117@yahoo.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board

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

Field not completed.

(Section Break)

Reference 1	Ashley Smith
Email Address	<i>Field not completed.</i>
Address	202 Joe Sayers Street
City	Elgin
State	TEXAS
Zip Code	78621
Phone Number	512-809-0538
Fax Number	<i>Field not completed.</i>

(Section Break)

Reference 2	Marquita Ferguson
Email Address	marquita@gmail.com
Address	1109 FM 3000
City	Elgin
State	TEXAS
Zip Code	78621
Phone Number	5129713570
Fax Number	<i>Field not completed.</i>

(Section Break)

Reference 3	Jess Bernstein
Email Address	jbb Bernstein@gmail.com
Address	380 Arbors Circle
City	Elgin
State	TEXAS

Zip Code	78621
Phone Number	5122297001
Fax Number	<i>Field not completed.</i>
(Section Break)	
Occupation and/or Area(s) of Expertise	Former SPED Teacher, now SAHM
Education	Bachelors of Science, Health at TAMU
Additional Information	
Do you reside within the City Limits of Elgin?	No
If yes, how long?	<i>Field not completed.</i>
What Ward?	<i>Field not completed.</i>
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	2849 FM 1704
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on the selected Board or Commission?	I want to be involved in the effort and planning of our amazing city's parks and recreation department.

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

Do you have your employer's support to serve on a Board or Commission?

Yes

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

Do you agree to complete any training necessary for the Board or Commission?

Yes

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

Elizabeth Marzec

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

Signature of Applicant

Malorie Harrod

Date

8/31/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Friday, July 31, 2020 4:41:23 AM

Application for Community Boards

Step 1

First Name	Nicholas
Last Name	Arthur
Telephone	512-406-4280
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	1017 Old McDade Rd.
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	nicholas.tcb@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Envision Elgin, Parks and Recreation Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	1. Parks and Rec 2. Envision Elgin

(Section Break)	
Reference 1	Field not completed.
Email Address	Field not completed.
Address	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	Field not completed.
Fax Number	Field not completed.
(Section Break)	
Reference 2	Field not completed.
Email Address	Field not completed.
Address	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	Field not completed.
Fax Number	Field not completed.
(Section Break)	
Reference 3	Field not completed.
Email Address	Field not completed.
Address	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	Field not completed.

Fax Number	Field not completed.
(Section Break)	
Occupation and/or Area(s) of Expertise	ISA Certified Arborist
Education	Some College, Professional Training
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	1 Day
What Ward?	ETJ
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	Yes
If yes, please specify business name and/or property location	1017 Old McDade Rd.
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	Field not completed.
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	Field not completed.
Why would you like to serve on the selected Board or Commission?	I believe parks are a crucial part of what makes a city great.
Do you or your employer have any business dealings with the	No

City of Elgin that might present
a conflict of interest?

Do you have your employer's support to serve on a Board or Commission? No

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

Do you agree to complete any training necessary for the Board or Commission? Yes

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

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

Signature of Applicant Nicholas B Arthur

Date 7/31/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Saturday, November 21, 2020 1:15:11 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Randall
Last Name	Krapf
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Telephone	5126891131
Address	308 S Avenue A
City	Elgin
State	TX
Zip Code	78621
Mailing Address	Same as above
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	Mydogsdad@me.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board

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

Field not completed.

Why do you want to serve on this board?

I enjoy all of our City parks and recent improvements. I would like to aid with further enhancements to support the diverse community of Elgin as it continues to grow.

(Section Break)

Occupation and/or Area(s) of Expertise

Retired. Former project engineer, estimator and design manager for large commercial construction company.

Education

B.S. Construction Engineering and Business Administration

Additional Information

(1) Do you reside within the City Limits of Elgin?

Yes

If yes, Council Ward:

2

(2) Do you reside within the Elgin Independent School District?

Yes

(3) Are you a registered Voter?

Yes

(4) For at least the preceding twelve (12) months

I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,

Yes

I am an owner of real property within the corporate limits of the City of Elgin; or,

Yes

I am an owner of a business located within the corporate limits of the City of Elgin.

No

(5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no pending claim against the City.

Yes

(6) I receive no compensation

Yes

from nor am I employed by, nor hold any other position with, the City of Elgin government.

(7) Are you currently serving on any other City Board/Commission/Committee?

No

If yes, please indicate name:

Field not completed.

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

If yes, please explain:

Field not completed.

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly.

RK

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

Signature of Applicant

Randall Krapf

Date

6/19/1965

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Monday, October 5, 2020 7:23:04 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Cara
Last Name	Farnsworth
Telephone	940-632-9415
Telephone	512-381-6725
Telephone	940-632-9415
Address	146 Shenandoah Trail
City	Elgin
State	TX
Zip Code	78621
Mailing Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	cmfarnsworth1008@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Public Safety Advisory Committee, Envision Elgin, Parks and Recreation Board

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

1) Parks & Rec 2) Public Safety 3) Envision Elgin

(Section Break)

Reference 1	<i>Field not completed.</i>
-------------	-----------------------------

Email Address	<i>Field not completed.</i>
---------------	-----------------------------

Address	<i>Field not completed.</i>
---------	-----------------------------

City	<i>Field not completed.</i>
------	-----------------------------

State	<i>Field not completed.</i>
-------	-----------------------------

Zip Code	<i>Field not completed.</i>
----------	-----------------------------

Phone Number	<i>Field not completed.</i>
--------------	-----------------------------

Fax Number	<i>Field not completed.</i>
------------	-----------------------------

(Section Break)

Reference 2	<i>Field not completed.</i>
-------------	-----------------------------

Email Address	<i>Field not completed.</i>
---------------	-----------------------------

Address	<i>Field not completed.</i>
---------	-----------------------------

City	<i>Field not completed.</i>
------	-----------------------------

State	<i>Field not completed.</i>
-------	-----------------------------

Zip Code	<i>Field not completed.</i>
----------	-----------------------------

Phone Number	<i>Field not completed.</i>
--------------	-----------------------------

Fax Number	<i>Field not completed.</i>
------------	-----------------------------

(Section Break)

Reference 3	<i>Field not completed.</i>
-------------	-----------------------------

Email Address	<i>Field not completed.</i>
---------------	-----------------------------

Address	<i>Field not completed.</i>
---------	-----------------------------

City	<i>Field not completed.</i>
------	-----------------------------

State	<i>Field not completed.</i>
-------	-----------------------------

Zip Code	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>
(Section Break)	
Occupation and/or Area(s) of Expertise	Assistant Principal-Elgin ISD; Former Public Event Coordinator, City of Wichita Falls Experience includes education, sales, marketing and public relations
Education	SH Rider High School, Midwestern State University BBA, MEd, University of North Texas, ABD
Additional Information	
Do you reside within the City Limits of Elgin?	Yes
If yes, how long?	4 years, 2 mos
What Ward?	Shenandoah Trail
Do you reside within the Elgin Independent School District?	Yes
Do you own property or a business in the Elgin Area?	No
If yes, please specify business name and/or property location	<i>Field not completed.</i>
Are you a registered voter?	Yes
Are you currently serving on any other City of Elgin Board/Commission/Committee?	No
If yes, please indicate name	<i>Field not completed.</i>
Recognizing that serving on a Board or Commission is often time consuming, are you committed to attending all regularly scheduled meetings?	Yes
If not, why?	<i>Field not completed.</i>
Why would you like to serve on	I love the community & would like to be involved.

the selected Board or Commission?	These are my area of interest and areas in which I feel I have the most to contribute.
-----------------------------------	--

Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	No
--	----

Do you have your employer's support to serve on a Board or Commission?	Yes
--	-----

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

Do you agree to complete any training necessary for the Board or Commission?	Yes
--	-----

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

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

Signature of Applicant	Cara Farnsworth-Gaines
------------------------	------------------------

Date	10/5/2020
------	-----------

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Wednesday, December 9, 2020 2:55:09 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Ashley
Last Name	Dahlke
Telephone	5129370867
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	202 Knobbs Rd
City	McDade
State	Texas
Zip Code	78650
Mailing Address	202 Knobbs Rd
City	McDade
State	Texas
Zip Code	78650
Email Address	ashleymariedahlke@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Main Street Board

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

Field not completed.

Why do you want to serve on this board?

I moved to the Elgin area 2 years ago and completely fell in love with the town. Downtown has great potential to be a destination spot for the Austin and surrounding population to visit. With my organization and work ethic I am confident I can help push for small business growth and assist with tasks to relieve the work load with in the board.

(Section Break)

Occupation and/or Area(s) of Expertise

Small business owner, previous experience operating within a non profit organization for several years.

Education

College graduate

Additional Information

(1) Do you reside within the City Limits of Elgin?

No

If yes, Council Ward:

Field not completed.

(2) Do you reside within the Elgin Independent School District?

No

(3) Are you a registered Voter?

Yes

(4) For at least the preceding twelve (12) months

I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,

Yes

I am an owner of real property within the corporate limits of the City of Elgin; or,

No

I am an owner of a business located within the corporate limits of the City of Elgin.

No

(5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no

Yes

pending claim against the City.

(6) I receive no compensation from nor am I employed by, nor hold any other position with, the City of Elgin government.	Yes
--	-----

(7) Are you currently serving on any other City Board/Commission/Committee?	No
---	----

If yes, please indicate name:	<i>Field not completed.</i>
-------------------------------	-----------------------------

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?	Yes
--	-----

If yes, please explain:	Currently in in the process of possibly purchasing the community cupboard building to expand my pastry brick and mortar
-------------------------	---

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly.	AD
--	----

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

Signature of Applicant	Ashley Dahlke
------------------------	---------------

Date	12/9/2020
------	-----------

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Sunday, December 6, 2020 1:30:53 PM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Lee
Last Name	Martsching
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Telephone	512-293-6263
Address	115 N MAIN ST
City	Elgin
State	TX
Zip Code	78621
Mailing Address	17817 Floribundas
City	Elgin
State	TX
Zip Code	78621
Email Address	Leemartsching85@yahoo.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Envision Elgin, Main Street Board, Historic Review Board

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

1st- Main Street
2nd- Envision Elgin
3rd- Historic Review board

Why do you want to serve on this board?

I would like to be on one of my board choices so I may be able to ensure the success of downtown Elgin and all who inhabit it. I want to be a part of a team that will have Elgin succeed with it's small businesses, to not become a statistic, and to become a thriving town that people visit for its shopping, food, and charm. In short, I will do my best for the town!

(Section Break)

Occupation and/or Area(s) of Expertise

City of Austin employee and partner of Red Boutique Salon and Spa.

Education

High school graduate with some college

Additional Information

(1) Do you reside within the City Limits of Elgin?

No

If yes, Council Ward:

Field not completed.

(2) Do you reside within the Elgin Independent School District?

Yes

(3) Are you a registered Voter?

No

(4) For at least the preceding twelve (12) months

I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,

No

I am an owner of real property within the corporate limits of the City of Elgin; or,

No

I am an owner of a business located within the corporate limits of the City of Elgin.

Yes

(5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no

No

pending claim against the City.

(6) I receive no compensation from nor am I employed by, nor hold any other position with, the City of Elgin government.

No

(7) Are you currently serving on any other City Board/Commission/Committee?

No

If yes, please indicate name:

Field not completed.

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

If yes, please explain:

Field not completed.

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly.

LM

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

Signature of Applicant

Lee Martsching

Date

12/6/2020

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Monday, December 7, 2020 10:38:15 AM

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Application for Community Boards

Step 1

First Name	Marla
Last Name	Jensen
Telephone	512-743-2342
Telephone	same
Telephone	same
Address	17817 Floribundas
City	Elgin
State	TX
Zip Code	78621
Mailing Address	17817 Floribundas
City	Elgin
State	TX
Zip Code	78621
Email Address	redboutiquesalonspa@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Envision Elgin, Main Street Board, Historic Review Board

If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	Main Street, Historic, Envision Elgin
Why do you want to serve on this board?	I want to continue to serve my community by participating on the board. I want to bring my ideas and vision to the board and see growth and success for our downtown business in abundance. Elgin as the potential to be an amazing place to visit, shop and dine, and there is so much room for growth.
(Section Break)	
Occupation and/or Area(s) of Expertise	I am a long time resident of Elgin and now a business owner on Main Street.
Education	University of Mary Hardin Baylor, ACC
Additional Information	
(1) Do you reside within the City Limits of Elgin?	No
If yes, Council Ward:	<i>Field not completed.</i>
(2) Do you reside within the Elgin Independent School District?	Yes
(3) Are you a registered Voter?	Yes
(4) For at least the preceding twelve (12) months	
I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; or,	No
I am an owner of real property within the corporate limits of the City of Elgin; or,	No
I am an owner of a business located within the corporate limits of the City of Elgin.	Yes
(5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no pending claim against the City.	Yes

(6) I receive no compensation from nor am I employed by, nor hold any other position with, the City of Elgin government.

Yes

(7) Are you currently serving on any other City Board/Commission/Committee?

Yes

If yes, please indicate name:

Main Street Board

(8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest?

No

If yes, please explain:

Field not completed.

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

I have read, understand, accept all Elgin City Code requirements relative to my proposed membership to the City of Elgin Board and/or Commission for which I am applying; and, based on my understanding of those requirements, hereby represent that I am fully qualified to serve accordingly.

MKJ

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

Signature of Applicant

Marla Kay Jensen

Date

12/7/2020

Email not displaying correctly? [View it in your browser.](#)



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Departmental Monthly Report – Period ending Nov 31, 2020

DEPARTMENT: Administration

PROPOSED ACTION: No action required on this item.

BACKGROUND: Monthly Reports by Department

Attached is the Monthly Operations Report as of November 31, 2020 representing changes in work load indicators for November 2019 and November 2020 and Year-to-Date.

HR

Municipal Court

Development Services

Library

Rec Center

Public Works

Water

Wastewater.

Trash Collect

Police

BUDGET/FINANCIAL IMPACT:

None

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

ATTACHMENTS: Summary Report of Operations – For the month of October 2020.

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

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

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

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



Monthly Report of Operations

As of Nov 31, 2020

Administration	Nov '19	Nov '20	%	YTD 11-31-19	YTD 11-31-20	%
Human Resources						
Total FTE - Filled Positions	103	101.0	↓ -1%			
Vacancies - all funds	4	17	↑ 325%			
New Hires	7	6	↓ -8%	8	6	↓ -20%
Separations	2	5	↑ 150%	5	10	↑ 100%
Municipal Court						
Total Active Cases Pending (beg. of Month)	16,244	15,948	↓ -2%			
New Cases Filed (incl reactivation of inactive)	338	95	↓ -72%	828	227	↓ -73%
# of Magistrations	25	21	↓ -16%	76	53	↓ -30%
Total Cases Disposed of	257	110	↓ -57%	625	189	↓ -70%
Cases placed on Inactive Status	121	-	↓ -100%	294	-	↓ -100%
Total Active Cases Pending (end of Month)	16,276	15,921	↓ -2%			
Fines Collected	\$ 50,206	\$ 18,375	↓ -63%	\$ 121,864	\$ 42,152	↓ -65%
Retained by City	\$ 35,387	\$ 17,009	↓ -52%	\$ 84,317	\$ 38,793	↓ -54%
Development Services						
Construction Permits (all types)	65	154	↑ 137%	112	282	↑ 152%
Revenue from Bldg. Permits	\$ 18,233	\$ 65,092	↑ 257%	25,897	113,923	↑ 340%
Inspections (all types)	176	835	↑ 374%	379	1,585	↑ 318%
Revenue from Inspections	\$ 33,477	\$ 47,375	↑ 42%	\$ 40,786	\$ 123,207	↑ 202%
Housing Plats approved (number of lots)	-	-	→ 0%	-	48	→ 0%
Community Services						
Library-						
Materials circulated	5,535	4,123	↓ -26%	12,859	8,300	↓ -35%
# Visitors (incl. Progs)	3,654	1,526	↓ -58%	7,566	3,279	↓ -57%
Public Computer Use hrs.	304	30	↓ -90%	734	82	↓ -89%
Public Computer Use Persons	483	54	↓ -89%	1,152	123	↓ -89%
Civic Center - Rentals (all)	28	3	↓ -89%	64	22	↓ -66%
Recreation Program -						
Annual Memberships	4	-	↓ -100%	19	131	↑ 589%
Monthly Rec Memberships	149	24	↓ -84%	298	158	↓ -47%
Facility Rental Fleming Center	15	-	↓ -100%	208	-	↓ -100%
Facility Rental Recreation Center	12	-	↓ -100%	105	-	↓ -100%
Sponsored Events	\$ 38	\$ 171	↑ 349%	\$ 6,045	\$ 725	↓ -88%
Public Works						
Streets:						
Lane miles maintained	-	-	→ 0%	57	58	↑ 2%
Pot holes patched - Square Yards	54.54	218	↑ 300%	55	269	↑ 392%
Wide Area patching/renovation - SY	71.1	0	↓ -100%	71	5	↓ -93%
Crack Seal Lbs of Sealant	-	-	→ 0%	-	-	→ 0%
Drainage:						
Linear feet of drains cleaned	1140	1460	↑ 28%	1,980	3,898	↑ 97%
# Culverts Cleared	-	-	→ 0%	4	-	↓ -100%
Parks:						
Acres Mowed/maintained	-	-	→ 0%	-	208	→ 0%
Reserved Park Facilities	-	-	→ 0%	-	44	→ 0%
# Organized Sports Events	-	-	→ 0%	-	93	→ 0%



Monthly Report of Operations

As of Nov 31, 2020

Utilities	Nov '19	Nov '20	%	YTD 11-31-19	YTD 11-31-20	%
Water System:						
# Customers Total/Added by month *		22	➡	3,363	3,385	
Amount Billed	\$233,499	\$262,560	⬆ 12%	\$ 503,122	\$ 515,941	⬆ 3%
Meters Replaced	45	111	⬆ 147%	122	219	⬆ 80%
# Leaks Repaired	3	8	⬆ 167%	3	8	⬆ 167%
Vol. water produced (x1,000 gallons)	29,615	33,026	⬆ 12%	65,646	68,059	⬆ 4%
Main Line Breaks	1	4	➡ 0%	1	8	⬆ 700%
Service Line Breaks	2	4	⬆ 100%	2	6	⬆ 200%
Wastewater System:						
# Customers Total/Added by month *		12	➡	3,063	3,075	⬆ 0.4%
Amount Billed	\$ 157,439	\$ 162,367	⬆ 3%	\$ 318,548	\$ 321,479	⬆ 0.9%
Main Lines repaired	-	2	➡ 0%	-	3	➡ 0%
Lines replaced (Linear Feet.)	-	8	➡ 0%	-	18	➡ 0%
Manholes Cleaned	-	10	➡ 0%	-	18	➡ 0%
Average Daily Flow (MGD)	0.4972	0.5202	⬆ 5%	0.5225	0.5373	⬆ 3%
Total Monthly Flow (MGD)	15.4117	15.412	⬆ 0%	16.9815	16.6578	⬆ -2%
Trash Collection:						
# Customers Total/Added by month *		14	➡	3,168	3,267	⬆ 103%
Amount Billed	\$ 101,567	\$ 105,029	⬆ 3%	\$ 203,134	\$ 208,933	⬆ 3%

* # Customers Total /Added by month - the purpose here is to track the increase or decrease of customers over the course of the year. **Current month** shows the number of customers added in the month. The amount in the first YTD column shows the current number of customers. The final column shows year to date additions.

Police Department	Nov '19	Nov '20	%	YTD 11-31-19	YTD 11-31-20	%
Part I Index Offenses						
Murder (# Victims)	-	-	➡ 0%	-	-	➡ 0%
Rape(# Victims)	-	-	➡ 0%	-	1	➡ 0%
Robbery (# Victims)	-	-	➡ 0%	1	1	➡ 0%
Aggravated Assault (# Victims)	2	-	⬆ -100%	2	-	⬆ -100%
Total Violent Index Crimes*	2	-	⬆ -100%	3	2	⬆ -33%
Burglary (# premises entered)	1	-	➡ 0%	1	4	⬆ 300%
Theft (# offenses)	10	12	⬆ 20%	23	25	⬆ 9%
Auto Theft (#vehicles)	-	4	➡ 0%	1	6	⬆ 500%
Arson (# premises)	-	-	➡ 0%	-	-	➡ 0%
Total Property Index Crimes*	11	16	⬆ 45%	25	35	⬆ 40%
Total Part I Index Crimes*	13	16	⬆ 23%	28	37	⬆ 32%
Part II Index Offenses						
Other Assaults	9	6	⬆ -33%	19	12	⬆ -37%
Weapons	-	1	➡ 0%	-	4	➡ 0%
Narcotics	5	3	⬆ -40%	10	8	⬆ -20%
DUI	4	1	⬆ -75%	7	9	⬆ 29%
All Other Part II Offenses	49	49	➡ 0%	93	70	⬆ -25%
Total Part II Index Crimes*	67	60	⬆ -10%	129	103	⬆ -20%
Total All Index Crimes*	82	76	⬆ -7%	160	140	⬆ -13%

NOTE: Data recorded for the Police Dept. is based on Fiscal Year-to- Date Totals and not Calendar Year.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes –November 24, 2020, and City Council Special Meeting Minutes -November 17, 2020.

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the City Council Regular Meeting Minutes –November 24, 2020, and City Council Special Meeting Minutes - November 17, 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 City Council Regular Meeting Minutes –November 24, 2020, and City Council Special Meeting Minutes - November 17, 2020.

ATTACHMENTS: City Council Regular Meeting Minutes –November 24, 2020, and City Council Special Meeting Minutes - November 17, 2020.

{ } 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 SPECIAL MEETING
ELGIN PUBLIC LIBRARY CIVIC CENTER COUNCIL CHAMBERS
404 NORTH MAIN STREET
NOVEMBER 17,2020

CALL TO ORDER

Council Member Brashar called the meeting to order at 3:38 p.m.

ROLL CALL

Present: Juan Gonzalez, Council Member
Sue Brashar, Council Member

Staff: Thomas L. Mattis, City Manager
Michael Gonzalez, Parks Director
Amy Miller, Community

NEW BUSINESS

1. A RESOLUTION AND ORDER CANVASSING THE RETURNS AND DECLARING RESULTS OF THE CITY OF ELGIN GENERAL ELECTION, NOVEMBER 3, 2020.

Council Member Gonzalez moved to approve the Resolution and Order canvassing the returns and declaring results of the City of Elgin General Election held on November 3, 2020.

Council Member Brashar seconds the motion. Motion carried 2-0.

ADJOURNMENT

Council Member Brashar adjourned the City Council Meeting at 3:39 pm.

Ron M. Ramirez, Mayor

ATTEST:

Amelia Sanchez, City Secretary

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY CIVIC CENTER COUNCIL CHAMBERS
404 NORTH MAIN STREET
November 24, 2020

CALL TO ORDER

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

ROLL CALL

Present: Ron Ramirez, Mayor
Jessica Bega, Mayor Pro Tem
Mary Penson, Council Member
Juan Gonzalez, Council Member
Susie Arreaga, Council Member
Sue Brashar, Council Member
Forest Dennis, Council Member

Mayor Ramirez certified there was a quorum.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Michael Gonzalez, Parks Director
Amy Miller, Community
Owen Rock, EDC Director
David Harrell, Planning Director
Patrick South, Chief of Police
Pam Sanders, HR Director

INVOCATION

Council Member Penson gave the invocation.

PUBLIC COMMENT

Cynthia Burchfield spoke and stated that she never wanted this whole thing to get out of hand and felt that her voice was not heard. She stated that she did everything the right way and received the information legally and sat on the information from February until June because she lacked support. She stated she was told that the volunteer services were not welcome at the Police Department and that this was because she submitted a personal information request. She stated she was disappointed that an investigation is not going to happen as she feels there is a huge problem

CITY COUNCIL REGULAR MEETING
November 24, 2020 – Page 2
Elgin Public Library Annex Council Chambers

and liability. She stated a question she asked while on the hiring panel at PD was what was more important to have, integrity or loyalty. She stated that she was in contact with Jody Barr with KXAN and that he has the audios now, and would keep on with the media and help with the concerned citizens of Elgin, that have 423 signatures that want an external investigation plus 615 people who have signed up on the concerned citizens page.

Matthew Callahan spoke and stated he had been a resident of Elgin for 20 years and a business owner here since 2004. He stated he lives in Ward 3 and was throwing his hat in the ring to be part of the Council for Ward 3 and hoped he would be appointed.

PRESENTATION

1. Presentation of the Annual Audit Report for the period ending September 30, 2019 by BrooksWatson & Co. PLLC.

Mike Brooks with BrooksWatson & Co. provided the presentation of the Annual Audit Report for the period ending September 30, 2019.

CITY MANAGERS REPORT

1. Review of potential neighborhood traffic & safety upgrades at certain locations throughout the city.

City Manager Thomas Mattis spoke and stated that the report is a review of potential neighborhood traffic and safety upgrades at certain intersections in the community and an end product of a process that has been used in the city for quite some time. He stated that residents had reached out to their Council representatives regarding four different projects that was then sent to his office to look at with no demands or expectations, but just asking to consider the input they had received. He stated that the City Engineer went on site and considered the issues and thought about potential projects or improvements that were effective and attainable. Mr. Mattis stated that like any small town with limited resources concerns for traffic and safety solutions are not affordable and what concerns individuals may have about safety and traffic are not necessarily supported by the data or our own analysis. He stated in these cases there are four different projects that have been looked into and have developed items that in each case are affordable for the city utilizing city forces. Mr. Mattis stated that he had given Council some packets beforehand with the four different projects and numbered them that way. Mr. Mattis stated that the City Engineer was on speaker phone to help brief Council on each one of these projects. Mr. Mattis and the City Engineer, Beau Perry, went over what each project represents and what is being addressed, and improvements that are being proposed. This item was for discussion only and no action was taken.

CITY COUNCIL REGULAR MEETING
November 24, 2020 – Page 3
Elgin Public Library Annex Council Chambers

2. Update on City Marshal operations.

City Manager Thomas Mattis stated that a couple of months ago during the final budget adoption some questions came up about the Marshall Program that he was not prepared for at that time, so he asked Chief South to come and give Council an update. Chief South stated that in 2003 the city contracted with MVBA to do collections for Municipal Court Systems. He stated that they went back four or five years on outstanding citations that had not been collected due to lack of staffing. He stated that the program had two part-time positions to come in and focus certain hours in a week and collecting those within the city because most warrants are outside the city limits. He stated it was hard to keep the Marshall positions filled because they are part-time positions and that one stayed vacant for about a year. He stated the company they are using only sends out a letter and a card which has low turnout and that he and the Finance Director were looking into other companies with a higher success rate.

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

City Manager Thomas Mattis stated that the last couple of months between COVID-19, the election date and canvassing the ballots there had been a delay in meetings. He stated that he and the Mayor discussed this and the regular schedule would have a meeting next week but due to the holidays they were proposing have one meeting in December on the 15th, then in January go back to the regular schedule on the first and third Tuesday of the month.

4. Review and Discussion of process for (A) Election of Mayor Pro-Tem, (B) Appointments to City Boards & Commissions, and (C) Possible Appointment(S) to vacant Ward 3 Council Seat(S).

Mr. Mattis stated that there were appointments to be made, a Mayor Pro Tem, and the Ward 3 Council seats, as well as discussion for appointments and re-appointments to the Boards and Committees. He stated that these items would be on the agenda on December the 15th.

5. Departmental Monthly Reports - October

There were no questions or comments on the monthly reports.

CONSENT AGENDA

1. City Council Meeting Minutes.

City Council Meeting Minutes - September 22, 2020, City Council Meeting Minutes - October 13, 2020 and City Council Meeting Minutes - October 27, 2020.

Council Member Brashar moved to approve the Consent Agenda. Council Member Penson seconds the motion. Motion carried 7-0.

NEW BUSINESS

1. PURSUANT TO ARTICLE III, SECTION 13 OF THE ELGIN HOME RULE CHARTER, THIS IS AN EMERGENCY ORDINANCE DECLARING THAT A PUBLIC HEALTH EMERGENCY EXISTS BECAUSE OF THE WORLD-WIDE COVID-19 PANDEMIC; ESTABLISHING REQUIREMENTS RELATED TO THE POSTING OF A PUBLIC NOTICE BY COMMERCIAL ENTITIES AND THE WEARING OF FACE COVERINGS AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE COUNTY LINE ROAD ROADWAY AND DRAINAGE PROJECT, PHASE 1 AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

3. A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING THE AWARD OF AN ENGINEERING SERVICE PROVIDER CONTRACT FOR THE TEXAS DEPARTMENT OF AGRICULTURE 2021/2022 FY COMMUNITY DEVELOPEMNT BLOCK GRANT STATEWIDE COMPETITION.

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

4. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING THE ELGIN ECONOMIC DEVELOPMENT CORPORATION APPLICATION FOR A LOAN OF \$2,087,000 FROM FIRST NATIONAL BANK AND TO APPROVE THE EDC DIRECTOR TO SIGN ALL DOCUMENTS RELATED TO THE LOAN.

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

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELGIN PARK TERMS OF USE AGREEMENT WITH THE ELGIN FARMERS' MARKET; AND PROVIDING FOR RELATED MATTERS.

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

CITY COUNCIL REGULAR MEETING
November 24, 2020 – Page 5
Elgin Public Library Annex Council Chambers

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS ESTABLISHING OFFICIAL CITY OF ELGIN HOLIDAYS FOR THE PERIOD OF OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021; AND PROVIDING FOR RELATED MATTERS.

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

7. AN ORDINANCE AMENDING CHAPTER 44, ARTICLE II CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY AMENDING DIVISION ONE, RESIDENTIAL REQUIREMENTS, NON-RESIDENTIAL AND MULTIFAMILY RESIDENTIAL REQUIREMENTS, AND IRRIGATION; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

ADJOURNMENT

Mayor Ramirez adjourned the City Council Meeting at 9:47 pm.

Ron M. Ramirez, Mayor

ATTEST:

Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF ELGIN, TEXAS AS REQUIRED UNDER CHAPTER 46 ZONING, ARTICLE I IN GENERAL, SECTION 46-3 ZONING DISTRICT MAP AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending the official zoning map for the City of Elgin, Texas as required under Chapter 46, Article I, Sec. 46-3.

BACKGROUND: The City and TRC Companies, Inc (City third-party engineers and GIS specialists) have finished analysis of all signed annexation and map amendment (rezoning) ordinances. Research consisted of ordinances from March 1973, when the City adopted zoning, to the present. From this research we have created an amended zoning map reflective of the approved ordinances. Staff requests the City Council adopt this map formally as the amended “official zoning map” by Ordinance.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Staff recommends adoption of Ordinance.

ATTACHMENTS: Proposed ordinance with Exhibit “A” Official Zoning Map.

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

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

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

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

ORDINANCE NO. 2020-12-15-??

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP FOR THE CITY OF ELGIN, TEXAS AS REQUIRED UNDER CHAPTER 46 ZONING, ARTICLE I IN GENERAL, SECTION 46-3 ZONING DISTRICT MAP AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES

WHEREAS, TRC Companies, Inc. has worked with the City to analyze all map amendments (rezoning) and annexation ordinances from March 1973 to the present day as recorded in the official City records, and

WHEREAS, TRC Companies, Inc. has provided the City with an updated official zoning map pursuant to Chapter 46, Zoning, Article I, In General, Section 46-3 Zoning District Map, Elgin Code of Ordinances.

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

I.

The Official Zoning Map as required in Chapter 46, Article I, Section 46-3, City of Elgin, Texas is hereby amended as shown in Exhibit “A” attached hereto and incorporated herein.

II.

A. All ordinances 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 15th day of December 2020.

Ron M. Ramirez, Mayor

ATTEST:

Amelia Sanchez, City Secretary

APPROXIMATE LAND AREA:

TRAVIS COUNTY
CITY LIMITS: 1,184.43 AC
ETJ: 8,117.75 AC

BASTROP COUNTY
CITY LIMITS: 3,019.63 AC
ETJ: 10,242.54 AC

EXHIBIT A
ELGIN, TEXAS

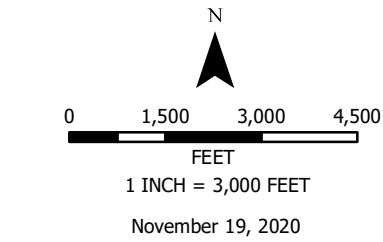
LEGEND

- PARCEL
- CITY LIMITS
- ZONING
 - R-1 SINGLE FAMILY
 - R-2 SINGLE FAMILY DUPLEX
 - R-3 SINGLE FAMILY, DUPLEX, & MOBILE HOME/INDUSTRIALIZED
 - PDD PLANNED DEVELOPMENT DISTRICT
 - A MULTIPLE FAMILY
 - C-1 NEIGHBORHOOD SHOPPING DISTRICT
 - C-2 GENERAL COMMERCIAL DISTRICT
 - C-3 HIGHWAY COMMERCIAL DISTRICT
 - C-3/I GENERAL INDUSTRIAL & HIGHWAY COMMERCIAL DISTRICT
 - I GENERAL INDUSTRIAL DISTRICT
 - S-P SPECIAL PERMIT
 - S-P SPECIFIC USE
 - ZONE 1 ALLOW 50% COMMERCIAL IN FRONT & 50% RESIDENTIAL IN REAR
 - ZONE 2 ALLOWS MORE THAN 50% RESIDENTIAL

This zoning map was approved by the City Council on December 1, 2020 by Ordinance number 2020-12-01-_____.

Ron. M. Ramirez, Mayor

Attest: Amelia Sanchez, City Secretary



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No responsibility is assumed by the City of Elgin or TRC for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided. The map is reflective of information as of the date of printing.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE CONTRACT WITH FRED D. HOOPER AND MARY HOOPER TO AQUIRE CERTAIN REAL PROPERTY FOR THE LOCATION OF THE 1704 WASTEWATER LIFT STATION AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Consider Approval of the Resolution Authorizing the Mayor to execute a real Estate Contract with Fred D. Hooper and Mary Hooper in the amount of \$20,000 to acquire land for the location of the FM 1704 wastewater lift station.

BACKGROUND: In December of 2015, the City completed an annexation of certain real property located on the southeast side of town, with the total of all such property annexed being 131 acres that contained a variety of existing land uses. Following Council's direction in February 2020, TRC Engineers completed the design for extending wastewater service to this area. A wastewater lift station was designed, and an optimal location was selected for construction. The lift station site is on Bastrop County Parcel 11965, belonging to Mr. Fred D. Hooper and Mary Hooper. The City staff has presented an agreement to Mr. Hooper for purchase 2,500 sq. feet for the purpose of constructing a wastewater lift station. Mr. Hooper has agreed to the terms of the purchase agreement as stated therein.

BUDGET/FINANCIAL IMPACT:

RECOMMENDATION: Approval of the Resolution as presented.

ATTACHMENTS:

Resolution Real Estate Contract

Map of lift station location. Including surveys and field notes.

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE MAYOR TO EXECUTE A REAL
ESTATE CONTRACT WITH FRED D. HOOPER AND MARY
HOOPER TO AQUIRE CERTAIN REAL PROPERTY FOR
THE LOCATION OF THE 1704 WASTEWATER LIFT
STATION AND MAKING CERTAIN FINDINGS RELATED
THERETO**

WHEREAS, the City if Elgin provides wastewater collection and treatment services throughout the city and within its designated Certificates of Convenience and Necessity (CCN) area; and

WHEREAS, the City wastewater collection system will require a new lift station to service residents on FM 1704

WHEREAS City staff has negotiated a purchase agreement with Fred D. Hooper and Mary Hooper to acquire certain real property located on FM 1704 which shall be the site for a new wastewater lift station and that the Purchase Agreement is incorporated herein, for all purposes as EXHIBIT A;

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

Section 1. Findings. The Above Recitals are true and correct; and the Mayor is authorized to execute Real Estate Contract with Fred D. Hooper and Mary Hooper in the total amount of \$20,000, a Copy of said contract being attached hereto as EXHIBIT A and made part of this Resolution as copied verbatim therein.

Section 2. Acknowledgement. Through the approval of this Resolution, the City Council does hereby acknowledge that this item was part of a larger plan to provide wastewater collection services to City Residents on FM 1704.

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.

EXHIBIT A

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by FRED D. HOOPER and wife, MARY E. HOOPER (referred to in this Contract as "Seller") and ELGIN, TEXAS (referred to in this Contract as "Purchaser" and sometimes as "the City"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Tract 1: Fee Simple Acquisition

All of that certain 0.06 acre tract of land in the Elizabeth Sandifer Survey, in Bastrop County, Texas, said 0.06 acre tract of land being more particularly described by metes and bounds in EXHIBIT "A," attached hereto and incorporated herein);

Tract 2: Easement Acquisition

All of that certain 0.01 acre tract of land in the Elizabeth Sandifer Survey, in Bastrop County, Texas, said 0.01 acre tract of land being more particularly described by metes and bounds in EXHIBIT "B," attached hereto and incorporated herein);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property described in Tracts 1 and 2 being referred to in this Contract as the "Property) for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibits "A" and "B", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWENTY THOUSAND and 00/100 Dollars (\$20,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE IV CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before December 18, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Elgin, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, and deliver to Purchaser a duly executed and acknowledged easement conveying to Elgin, Texas as an easement to all of the Property described in Exhibit "B", free and clear of any and all monetary liens and restrictions.

- (1) except for the following:
 - (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
 - (c) Any exceptions approved by Purchaser in writing.
- (2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
 - (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring same respectively.

ARTICLE V BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VI BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, or if the amount of the escrow deposit is less than the amount stipulated below, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VII MISCELLANEOUS

Notice

7.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

7.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

Parties Bound

7.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

7.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

7.06. Time is of the essence in this Contract.

Gender

7.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

7.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

7.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

7.10. This Contract shall be effective as of the date it is approved by the City of Elgin, Texas, Texas which date is indicated beneath the Mayor's signature below.

Counterparts

7.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

{Signatures on following page}

SELLER:

FRED D. HOOPER

Address:_____

Date:_____

MARY E, HOOPER

Date: _____

PURCHASER:

ELGIN, TEXAS

By: _____
Ron Ramirez
Mayor

Address: PO Box 591
Elgin, Texas 78621

Date: _____

City of Elgin, Texas

PASSED AND ADOPTED THIS 15th day of December 2020.

Ron M. Ramirez, Mayor
City of Egin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN ENCROACHMENT AGREEMENT WITH THE ELGIN OPERA HOUSE TO ALLOW AN ENCROACHMENT ON OR OVER A CITY RIGHT OF WAY AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration of a Resolution to allow an Encroachment Agreement with Elgin Opera House for a canopy within the City right-of-way along Central Avenue and South Ave. C.

BACKGROUND: The owner of the property located at 201 Central Avenue desires to have a canopy over the right-of-way on Central Avenue and South Ave. C. This canopy will be installed on the building under the yellow brick lien that runs immediately under the second (2nd) story windows. It will project over the sidewalk and not extend beyond the curb. The Historic Review Board has already approved the design and this Department has approved the building plans. However, this agreement must be in place to approve the building permit since it is constructed over City owned right-of-way.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Staff recommendation is to approve the Resolution.

ATTACHMENTS: Resolution and Exhibit "A" - Encroachment Agreement.

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE MAYOR TO EXECUTE AN
ENCROACHMENT AGREEMENT WITH THE ELGIN OPERA
HOUSE TO ALLOW AN ENCROACHMENT ON OR OVER A
CITY RIGHT OF WAY AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, the City of Elgin agrees and acknowledges that the Elgin Opera House Inc Owner is the owner of property located at 201 Central Ave., Elgin, Texas, described as Elgin City, Block 8, Lots 1 - 2, Bastrop County, Texas; and,

WHEREAS, the City of Elgin is the record holder of S. Avenue C. and Central Avenue public Rights of Way; and,

WHEREAS, the Elgin Opera House Inc. has requested that the City allow an encroachment on or over a portion of such Right of Way, with the Encroaching Structure being in the nature of a canopy.

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 an *Encroachment Agreement* with Elgin Opera House Inc, a copy of which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

EXHIBIT “A”
ENCROACHMENT AGREEMENT

This Encroachment Agreement, hereinafter “Agreement,” is made and entered into between **ELGIN OPERA HOUSE, INC.**, hereinafter “Owner,” a Texas limited partnership, whose current address is 201 Central Ave., Elgin, Texas 78621, and the **CITY OF ELGIN, TEXAS**, hereinafter the “City,” a municipal home-rule corporation whose address is 310 N. Main Street, Elgin, Texas 78621, and becomes effective on the date indicated below. The City and the Owner agree as follows:

- A. Owner is the owner of property located at 201 Central Ave., Elgin, Texas, described as Elgin City, Block 8, Lots 1-2, Bastrop County, Texas (the “Property”).
- B. City is the record holder of S. Avenue C. right-of -way and Central Avenue right-of-way (the “Right-of-Ways”).
- C. The Owner has requested that the City allow an encroachment on or over a portion of the Right-of-Ways, with the Encroaching Structure being in the nature of a canopy, as set forth in Exhibit “A,” attached hereto and incorporated herein by reference for all purposes (the “Encroaching Structure”).
- D. By execution of this Agreement, the City grants its limited consent for the Owner to encroach on or over a portion of the Right-of-Ways ***strictly subject to the following conditions:***
 - (1) The Encroaching Structure may be located only as depicted on the attached Exhibit “A,” and that no further encroachment or improvements of any kind in the Right-of-Ways shall be allowed;
 - (2) The existence of the Encroaching Structure shall be subject to all relevant requirements of the Elgin Code of Ordinances, including but not limited to the Building Code;
 - (3) Use, maintenance, repair and removal of the Encroaching Structure shall be solely at the risk and liability of the Owner, and not at the risk and liability of the City in any manner whatsoever;
 - (4) Removal of the Encroaching Structure, or a portion thereof, shall cause the immediate termination of this Agreement;
 - (5) The permission of the City in allowing the Encroaching Structure shall be strictly limited to this particular request, and shall not be construed as establishing any precedent whatsoever;

- (6) The parties expressly agree that the City and other public utilities have full authority in an emergency to remove the Encroaching Structure, and such removal shall be allowed without notice to the Owner and without any obligation whatsoever on the part of the City or other public utility to replace or repair any part or the whole of the Encroaching Structure;
- (7) In a non-emergency situation, the Owner agrees to be solely responsible for removal of the Encroaching Structure to the City's satisfaction, and such removal shall be completed by the Owner within thirty (30) days of actual notice to the Owner of the City's directive to remove same. The parties expressly agree that, in the event the Owner fails to remove the Encroaching Structure to the City's satisfaction following notice, then and in that event the City may cause the Encroaching Structure to be removed at the expense of the Owner;
- (8) The parties expressly agree that the City shall not be responsible for damage caused to the Encroaching Structure by the City's use or maintenance of the Right-of-Ways;
- (9) The Owner shall indemnify and hold the City harmless from any and all loss, damage, penalty, liability, cost and expense, including without limitation reasonable attorney's fees, that may be incurred by, imposed upon, or asserted by reason of any suit, action, legal proceeding, claim, demand, regulatory proceeding, or litigation arising from any act done or omitted to be done by any party, excepting only any loss, damage, penalty, liability, cost or expenses resulting from negligence or willful misconduct of the City. Nothing herein shall be deemed to limit the rights (including but not limited to the right to seek contribution) of the City or the Owner against any third party who may be liable for an indemnified claim. The parties agree that in no event shall the City be liable to the Owner for any incidental, indirect, special, punitive, consequential or similar damages of any kind including without limitation loss of profits, loss of business or interruptions of business, whether such liabilities are predicated on contract, tort, strict liability or any other legal theory. This indemnification shall apply to the Owner, and to each of its successors, assigns, officers, employees and officials. The parties agree that the provisions of this section shall survive the termination of this agreement;
- (10) Relative to any subsequent purchaser of the Property and/or the Encroaching Structure, the Owner expressly agrees to adequately inform any such purchaser of the existence of this Agreement and provide a copy of same; and

- (11) The City reserves the option to rescind this Agreement at any time, with or without cause, by giving Owner ten (10) days written notice of its exercise of said option.

By execution below by the Owner and the respective appropriate authorities of the City of Elgin, Texas, the signatories bind the entities to obey all conditions of this Agreement.

**OWNER
ELGIN OPERA HOUSE, INC.**

By: _____

Date Signed: _____

**CITY
CITY OF ELGIN, TEXAS**

By: _____
Ron M. Ramirez, Mayor

Date Signed: _____

[Acknowledgements on following page.]

ACKNOWLEDGMENT

THE STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2020,
by _____ (Name), as _____ (Title) of **ELGIN
OPERA HOUSE, INC.**, whose name is subscribed to the preceding instrument, and
acknowledged to me that they executed it for the purposes and consideration expressed in it.

Notary Public in and for the State of _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF BASTROP

This instrument was acknowledged before me on this ____ day of _____, 2020,
by Ron M. Ramirez, City of Elgin Mayor, in the capacity and for the purposes and consideration
therein indicated.

Notary Public in and for the State of Texas

EXHIBIT "A"



201 Central Avenue, north facing elevation on Central Avenue

Canopy to be installed on the building per plans under the yellow brick lien that runs immediately under the 2nd story windows. Canopy will project over the sidewalk. It will not extend beyond the curb.

Exhibit "A"



201 Central Avenue West facing elevation on Avenue C

Canopy to be installed on the building per plans under the yellow brick line that runs immediately under the 2nd story windows. Canopy will project over the sidewalk. It will not extend beyond the curb.

Exhibit "A"

Page 1 of 2

[illegible]

P. Sars



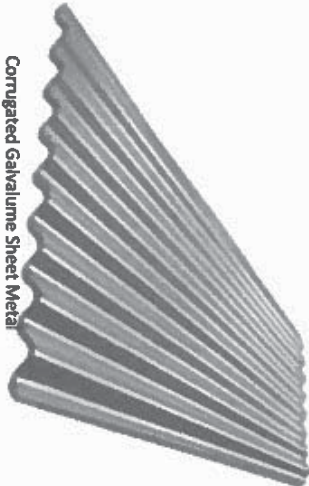
Exhibit "A"

PERMIT DOCUMENTS

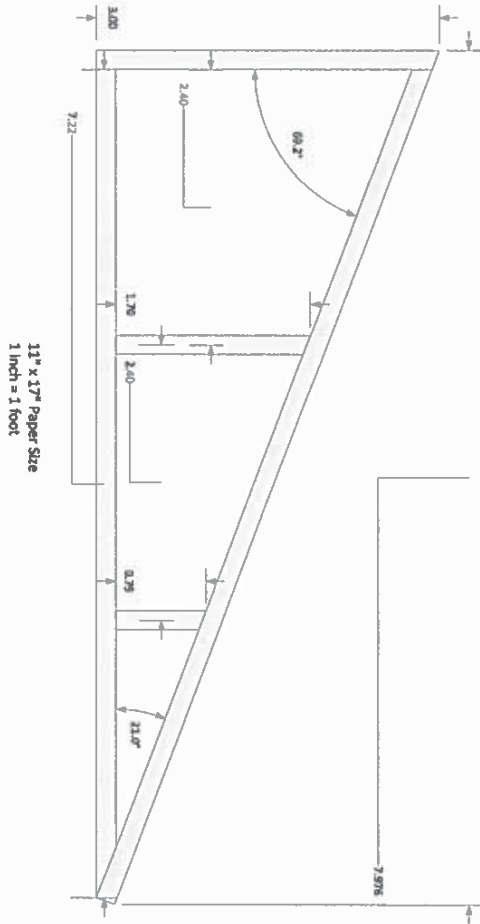
This permit is not to be used for any other purpose than the one stated herein. It is the responsibility of the permit holder to ensure that all work is done in accordance with the permit conditions. The permit holder is responsible for obtaining all necessary permits and for ensuring that all work is done in accordance with the permit conditions. The permit holder is responsible for obtaining all necessary permits and for ensuring that all work is done in accordance with the permit conditions.

[Signature]

THIS SET TO
REMAIN
ON-SITE



Corrugated Galvalume Sheet Metal





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Resolution to Approve Agreement for Audit Services with BrooksWatson and Company.

DEPARTMENT: City Manager and Finance

PROPOSED ACTION: Consider Resolution for approval

BACKGROUND: Texas Local Government Code § 103.001. a.) requires that a “municipality shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit.” For the past five year’s the Audit firm of BrooksWatson and Company has conducted that audit for the City. In 2015 a five-year Agreement was made with Brookwatson and Company, for them to conduct their annual audit each year through 2019. For the 2020 audit it, staff intended to bid out Audit services during last summer but due to work needing to be done in conversion of accounting software and restrictions imposed by the pandemic, this was not done in a timely enough manner. In order to secure audit services in time for this year’s audit, BrooksWatson was requested to submit an Engagement Letter which is included as an Exhibit to the proposed Resolution.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Recommended for approval

ATTACHMENTS: Resolution approving the agreement with Brookswatson and a copy of the engagement letter from the auditor.

{ } 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 TO APPROVE AN ENGAGEMENT LETTER WITH BROOKSWATSON & COMPANY TO PROVIDE AUDIT SERVICES TO THE CITY FOR THE PERIOD ENDING SEPT. 30, 2020 AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Elgin previously contracted with BrooksWatson & Company Associates to conduct an annual independent audit of the City's financial statements and related documents through 2019; and

WHEREAS, Texas Local Government Code § 103.001. a.) requires that municipalities have their records and accounts audited annually and shall have an annual financial statement prepared based on the audit; and

WHEREAS, BrooksWatson and Company has offered to provide audit services as defined in the engagement letter attached hereto in EXHIBIT A, under the terms and conditions specified therein;

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

The City Council approves the Agreement with BrooksWatson and Company PPCL as shown in EXHIBIT A attached and that the Mayor is authorized on behalf of the City to execute the Agreement in Exhibit A which is incorporated herein for all purposes and defines the terms and conditions under which BrooksWatson shall provide said services as stipulated in the Agreement.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS 15th DAY OF DECEMBER, 2020.

Ron M. Ramirez, Mayor

ATTEST:

Amelia, Sanchez, City Secretary

December 4, 2020

City of Elgin, Texas
310 N Main Street
Elgin, Texas 78621

The following represents our understanding of the services we will provide City of Elgin, Texas.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Elgin, Texas, as of September 30, 2020, and for the year then ended and the related notes to the financial statements, which collectively comprise City of Elgin, Texas's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension information, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Information
- 3) Pension and OPEB schedules

Supplementary information other than RSI will accompany City of Elgin, Texas's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Individual nonmajor fund financial statements and schedules
- 2) Combining statements

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Elgin, Texas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

4. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
 5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
 6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.
1. With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.¹

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

With respect to any nonattest services we perform, City of Elgin, Texas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Reporting

We will issue a written report upon completion of our audit of City of Elgin, Texas's basic financial statements. Our report will be addressed to the governing body of City of Elgin, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Complete
Document internal control and preliminary tests		December 31st
Observe physical inventories (if necessary)		n/a
Mail confirmations		December 31st
Perform year-end audit procedures		March, 2021
Issue audit report		April, 2021

Mike Brooks is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson & Co., PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the audit will be between \$25,000 and \$28,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Elgin, Texas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

If it should become necessary for the City to request the auditor to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if agreed upon by the City and the firm. These services shall be performed at the following rates: Partner - \$125, Manager - \$100, Senior - \$85, Staff/Admin - \$70.

Optional Renewal

At the City's discretion, this agreement includes an optional renewal period for the audit of the year ended September 30, 2021. We estimate that our fee for the audit will be between \$25,500 and \$28,500.

.

Other Matters

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of BrooksWatson & Co., PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to certain regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of

BrooksWatson & Co., PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



BrooksWatson & Co.
Certified Public Accountants
Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding.

City of Elgin, Texas

Acknowledged and agreed on behalf of the City of Elgin, Texas by:

Management

Name: _____

Title: _____

Mayor or City Council Member

Name: _____

Title: _____



December 4, 2020

City of Elgin, Texas
310 N Main Street
Elgin, Texas 78621

The following represents our understanding of the services we will provide City of Elgin, Texas.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of City of Elgin, Texas, as of September 30, 2020, and for the year then ended and the related notes to the financial statements, which collectively comprise City of Elgin, Texas's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension information, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Information
- 3) Pension and OPEB schedules

Supplementary information other than RSI will accompany City of Elgin, Texas's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Individual nonmajor fund financial statements and schedules
- 2) Combining statements

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Elgin, Texas's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

4. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
 5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
 6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.
1. With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.¹

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

With respect to any nonattest services we perform, City of Elgin, Texas's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Reporting

We will issue a written report upon completion of our audit of City of Elgin, Texas's basic financial statements. Our report will be addressed to the governing body of City of Elgin, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Complete
Document internal control and preliminary tests		December 31st
Observe physical inventories (if necessary)		n/a
Mail confirmations		December 31st
Perform year-end audit procedures		March, 2021
Issue audit report		April, 2021

Mike Brooks is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson & Co., PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the audit will be between \$25,000 and \$28,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Elgin, Texas's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

If it should become necessary for the City to request the auditor to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if agreed upon by the City and the firm. These services shall be performed at the following rates: Partner - \$125, Manager - \$100, Senior - \$85, Staff/Admin - \$70.

Optional Renewal

At the City's discretion, this agreement includes an optional renewal period for the audit of the year ended September 30, 2021. We estimate that our fee for the audit will be between \$25,500 and \$28,500.

.

Other Matters

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of BrooksWatson & Co., PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to certain regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of

BrooksWatson & Co., PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



BrooksWatson & Co.
Certified Public Accountants
Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding.

City of Elgin, Texas

Acknowledged and agreed on behalf of the City of Elgin, Texas by:

Management

Name: _____

Title: _____

Mayor or City Council Member

Name: _____

Title: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Election of the Mayor Pro-Tem by City Council

DEPARTMENT: Mayor and City Council

PROPOSED ACTION:

The election of the City of Elgin Mayor Pro-Tem as prescribed by the City Charter.

BACKGROUND:

The election of the Mayor Pro Tem is a routine event occurring after every Regular City Council Election. As it relates to this election/appointment, the City Charter stipulates that “The mayor pro shall be a council member elected by the council at the first regular council meeting following each regular city election” and that “The mayor pro tem shall act as mayor during the absence or disability of the mayor, and shall have power to perform every act the mayor could perform if present.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Election of the Mayor Pro-Tem by City Council

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: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND THE ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing an amendment to the Development and Consent Agreement with Clayton Properties Group, Inc./Brohn Homes and the Altessa Municipal Utility District.

BACKGROUND:

Discussed at previous meetings; Initially called “Altessa” (a name the project retains for all purposes of legal documentation), Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes intends to develop 280+ acres of land within City’s ETJ as "Harvest Ridge", a master-planned residential community with park and recreational facilities to serve the development.

The Council previously approved a Development and Consent Agreement that includes a wide range of development requirements and stipulations relating to the project that is binding upon the developers and the associated Altessa Municipal Utility District (MUD).

The proposed amendment provides clarification and further details for both parties regarding a variety of specifics related to the overall development of the Altessa MUD. The proposed is a result of negotiations between City staff, the developer, and respective legal counsels – and all support its authorization as presented,

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 an amendment to the Development and Consent Agreement with Clayton Properties Group, Inc./Brohn Homes and the Altessa MUD as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution and (2) First Amendment to Development & Consent Agreement

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE MAYOR TO EXECUTE THE FIRST
AMENDMENT TO THE DEVELOPMENT AND CONSENT
AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES AND THE ALTESSA MUNICIPAL
UTILITY DISTRICT AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, the City Council approved and authorized a Development and Consent Agreement on August 6, 2019 with Clayton Properties Group, Inc., doing business as Brohn Homes and the Altessa Municipal Utility District (MUD), to construct a master-planned residential development project that will include parks and recreational facilities to serve the community; and,

WHEREAS, the City and Clayton/Brohn subsequently also entered into a Strategic Partnership Agreement granting the City exclusive subdivision regulatory authority, and stipulating that the Altessa MUD will accept sole and complete responsibility, in perpetuity, for all funding, construction, operation, and maintenance of all public rights of way, street, and drainage improvements within the project; and,

WHEREAS, the City and Clayton/Brohn now wish to amend the agreement to provide for additional variances to certain City development requirements and to agree to other modifications affecting development of the Altessa MUD.

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 *First Amendment to Development and Consent Agreement* with Clayton Properties Group, Inc., a Tennessee corporation doing business as Brohn Homes and the Altessa Municipal Utility District, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 15th day of December, 2020

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

FIRST AMENDMENT TO DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND BASTROP §

This First Amendment to Development and Consent Agreement (this “Amendment”) 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”), **Clayton Properties Group, Inc.**, a Tennessee corporation doing business in Texas as **Brohn Homes** (the “Developer”), and **Altessa Municipal Utility District**, political subdivision of the State of Texas created and operating under Chapters 49 and 54, *Texas Water Code* (the “District”) (the City, Developer, and District are collectively referred to herein as the “Parties”).

RECITALS

A. The City and Developer entered into that certain Development and Consent Agreement dated effective August 8, 2019 (the “Agreement”), concerning the development of 283.115 acres of land located in Bastrop and Travis Counties, as more particularly described in the Agreement (the “Property”).

B. The District subsequently became a party to the Agreement by entering into that certain Joinder Agreement dated May 14, 2020.

C. In the Agreement, the City granted certain variances to certain applicable development requirements set forth in City ordinances in order to facilitate the development of the Property.

D. Of even date herewith, the Parties have entered into that certain Strategic Partnership Agreement (the “SPA”), pursuant to which: (i) the City will limited purpose annex the Property for the sole purpose of imposing exclusive subdivision regulatory authority; and (ii) the District will accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with the SPA, within the Property.

E. In connection with the SPA, the Parties now desire to amend the Agreement to provide for additional variances to certain development requirements set forth in City ordinances and to make certain other modifications affecting the development of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

Section 1. Variances. Exhibit F to the Agreement, entitled “Permitted Variances to City Development Requirements”, is hereby deleted in its entirety and replaced with **Exhibit F** attached to this Amendment and incorporated herein for all purposes.

Section 2. Streets. Article II of the Agreement is amended and modified to add Section 2.08 as follows:

“**2.08 Streets and Right-of-Way.** The Parties agree that streets will be required to serve the Development. The Developer, on behalf of the District, will design, permit, and construct the streets located within the Development that are necessary to serve the Development. Pursuant to the SPA, the District will accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer. The provisions of this Section 2.08 do not apply to County Line Road.”

Section 3. Definitions. Capitalized terms used in this Amendment and not otherwise defined herein will have the meanings set forth in the Agreement.

Section 4. Ratification; Conflict. Except as expressly modified herein, the Parties agree that the Agreement continues in full force and effect. If there is any conflict between the terms of the Agreement and the terms of this Amendment, this Amendment will control.

Section 5. Counterpart Execution. This Amendment may be executed in any number of counterparts, including execution by facsimile or email (*e.g.*, .PDF), with the same effect as if all parties hereto had signed the same document, and all counterparts will constitute one and the same agreement.

[COUNTERPART SIGNATURE PAGES FOLLOW]

CITY OF ELGIN, TEXAS

By: _____
Ron M. Ramirez, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

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

Notary Public Signature

(Seal)

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as BROHN HOMES

By: _____
Adam B. Boenig, Vice President

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2020, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

Notary Public Signature

(Seal)

ALTESSA MUNICIPAL UTILITY DISTRICT

By: _____

Curtis K. Dyer
President, Board of Directors

Date: _____

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

This instrument was acknowledged before me on _____, 2020, by Curtis K. Dyer, President of the Board of Directors of Altessa Municipal Utility District, on behalf of said District.

Notary Public Signature

(Seal)

EXHIBIT F

PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City's extraterritorial jurisdiction, but will be limited purpose annexed by the City for the sole purpose of imposing exclusive subdivision regulatory authority, and the Development will continue to 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. 36.53, Sec. 36.80, & Sec. 36.111 – Right-of-way dimensions for all streets, alleys, and sidewalks located within the Development shall be determined by Developer's and/or District's engineer, except that the City's minimum right-of-way dimensions shall be used for streets at the point of connection (and fifty feet immediately prior to) to current or future public roadways located outside the boundaries of the Development.
6. 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. The thickness and design of streets located within the Development may deviate from City standards and be based upon geotechnical recommendations. Private streets located within the Development may be constructed of concrete and/or HMA.
7. Sec. 36-79 - Sec. 36.83 – Subject to the requirements expressly set forth in this Exhibit F, the design and specifications for all streets within the Development shall be determined by Developer's and/or the District's engineer.

8. Sec. 36-80 – Two-way streets located within the Development may have a minimum pavement width of 28 feet. One-way streets located within the Development may have a minimum pavement width of 14 feet, but will not be used for parking and must be approved by the fire marshal.

9. Sec. 36-82(1) – All streets—major, secondary or minor—shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).

10. Sec. 36.110 - Sec. 36.114 – Alleys located within the Development may be constructed of concrete and/or HMAC and the design and specifications for private alleys shall be determined by Developer's and/or the District's engineer.

11. Sec. 36.138 - 36.143 – Sidewalks (including crosswalks within streets) located within the Development shall not be inspected by the City or applicable County; provided, however, that a Registered Accessibility Specialist letter approving the sidewalks shall be submitted by Developer to the City.

12. Sec. 36.140 – Sidewalks located within the Development shall only be required to placed one side of streets and are not required in alleys.

13. Sec. 36.141 – Sidewalks located within the Development shall be exempted from the requirements of this section, but shall be constructed to meet Texas Accessibility Standards.

14. Sec. 36-170 – Each single-family residential lot platted in subdivisions located within the Development shall be a minimum of 3,600 square feet.

15. Sec. 36-171 – Each single-family lot platted in subdivisions located within the Development shall be a minimum of thirty feet (30') in width.

16. Sec. 36-202(a)(1) and (2) – Residential blocks for through streets shall be no longer than 1,600 feet measured along the center of the block, nor shorter than 500 feet. Maximum block length along a major street shall be 2,000 feet except under special conditions upon approval from the planning and zoning commission.

17. Sec. 36.232 – The Development is exempt from all City setback requirements.

18. Sec. 36.280 - Sec. 36.288 – Earthen berms, instead of masonry or concrete, may be used for any drainage channels located within the Development.

19. Sec. 36.288 - 36.366 – Storm sewer pipes located within the Development may be HDPE pipe, instead of RCP pipe. The locations of manholes and other maintenance locations located within the Development shall be determined by Developer's and/or the District's engineer, provided that they shall be installed at any point of connection to

current or future public storm sewer infrastructure located outside the boundaries of the Development.

20. 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, lot grading, floodplain mitigation or recreational/amenity ponds or other water features.

21. 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. SDR35 pipe may be used for the wastewater system owned and maintained by the District.

22. 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. No landscape plan shall be required by the City for single-family residential lots, common area lots, drainage/open space lots, landscape lots, park lots or amenity lots and/or individual lots within the Development.

23. The Development is exempt from all provisions in the Applicable Ordinances relating to density testing; provided, however, that density testing shall be conducted for all streets within the Development at not less than 500 foot intervals and the resulting reports shall be submitted to the District's engineer.

24. The Development is exempt from all provisions in the Applicable Ordinances relating to irrigation plans. No irrigation plan shall be required by the City for single-family residential lots, common area lots, drainage/open space lots, landscape lots, park lots or amenity lots and/or individual lots within the Development.

25. The design specifications, material selection, and standards of wastewater and storm sewer trench backfill located within the Development shall be determined by the Developer's and/or the District's engineer, and to the extent that such specifications, material selection, and standards conflict with any provision of the Applicable Ordinances, such specifications, material selection, and standards shall control, provided that wastewater and storm sewer lines located within the public right-of-way and/or roadways outside the boundaries of the Development shall comply with the Applicable Ordinances.

26. The design specifications, material selection, and standards of detention ponds, water quality ponds, vegetative filter strips, storm sewers, and drainage facilities located within the Development shall be determined by the Developer's and/or the District's engineer, and to the extent that such specifications, material selection, and standards conflict with any provision of the Applicable Ordinances, such specifications, material selection, and standards shall control; provided, however, that: (i) such design

standards shall not increase current flows leaving the Development per City Code for all storm events; (ii) the detention facilities meet the discharge requirements of the Applicable Ordinances; and (iii) the Elm Creek hydrology and hydraulics are not materially impacted as determined by the City Engineer and meet approved CLOMR and LOMR already in place.

27. Notwithstanding anything in the Applicable Ordinances to the contrary, detention ponds, water quality ponds, vegetative filter strips, storm sewers, and drainage facilities shall be owned and maintained by the Development's homeowners' association and/or the District.

28. Notwithstanding anything in the Applicable Ordinances to the contrary, buildings within the Development will not be required to adhere to any architectural standards of the City.

29. Notwithstanding anything in the Applicable Ordinances to the contrary, the Development will not be subject to any zoning regulations or standards of the City.

30. Notwithstanding anything in the Applicable Ordinances to the contrary, the Development will not be subject to any building design specifications or standards of the City.

31. Notwithstanding anything in the Applicable Ordinances to the contrary, the Development will not be required to adhere to any fence design standards of the City, provided the Developer will construct a masonry wall along County Line Road in compliance with Sec. 36-58 to serve as a noise barrier and provide aesthetic enhancement. The Developer will not be required to construct any walls otherwise required under Sec. 36-58.

32. Notwithstanding anything in the Applicable Ordinances to the contrary, and subject to the requirements expressly set forth in this Exhibit F, no street or utility facilities located within the Development—including alleys, streets, storm sewers, sidewalks, ponds, drainage facilities (excluding detention structures), and sewer infrastructure—will be subject to the design specifications and standards of the City, except at the point of connection to current or future public infrastructure located outside the boundaries of the Development.

33. Notwithstanding anything in the Applicable Ordinances to the contrary, the streets within the Development shall not be inspected by the City or applicable County with exception to areas that are outside the Development and within public right of way.

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.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 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

DEPARTMENT: City Council

PROPOSED ACTION:

Consideration of a Resolution authorizing a Strategic Partnership Agreement (SPA) with the Altessa Municipal Utility District

BACKGROUND:

Discussed at previous meetings; Clayton Properties Group, Inc, dba Bohn Homes (“Clayton/Bohn”) is the owner of 235+ acres of land located within the extraterritorial jurisdiction of the City, adjacent to the eastside of County Line Road in the area of the EHS campus. Clayton/Bohn intends to develop this land as “Altessa” (now known as "Harvest Ridge"), a master-planned residential community that will include park and recreational facilities and a land site for public safety.

The Council previously approved a Development and Consent Agreement with Clayton/Bohn and the associated Altessa MUD. Said Agreement included a commitment on the part of the City to consent to the creation of the MUD in exchange for various commitments made by the developers.

In connection with said agreement, the developers have now also agreed to a “Limited Purpose Annexation” in conformity with state law. Through this action, the City will annex the Travis County portion of land within the MUD for the limited purpose of subjecting the MUD to the development standards of the City (or as otherwise stipulated in our Development Agreement).

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution authorizing a Strategic Partnership Agreement (SPA) with the Altessa Municipal Utility District District; and routine direction to staff, if any

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

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

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

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

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

RESOLUTION NO. _____

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

WHEREAS, the City Council has approved and authorized a Development and Consent Agreement with Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes (the “Developer”) and the Altessa Municipal Utility District (MUD) to construct a master-planned, mixed-use residential project that will include parks and recreational facilities to serve the community; and,

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

WHEREAS, the proposed Strategic Partnership Agreement provides for the annexation by the City, for limited purposes, of certain tracts of land in the Altessa MUD, with the current approximate location of such tracts being identified in Exhibit “B”, attached hereto and made a part hereof; and,

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

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

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2020.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

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

STATE OF TEXAS §
 §
COUNTIES OF BASTROP §
AND TRAVIS §

This Strategic Partnership Agreement (this “Agreement”) is entered into by and between the City of Elgin, Texas, a home-rule municipality located in Bastrop and Travis Counties, Texas (the “City”) and Altessa Municipal Utility District, a political subdivision of the State of Texas created under Chapters 49 and 54 of the Texas Water Code (the “District”). Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes (the “Developer”), has joined in this Agreement for the sole purpose of evidencing its consent to the City’s annexation of the Development (as defined below), as contemplated by this Agreement.

RECITALS

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

WHEREAS, the District is a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended; and

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

WHEREAS, the District encompasses 283.115 acres, more or less, located within the extraterritorial jurisdiction of the City, as more fully described on **Exhibit A** attached to this Agreement (the “Development”); and

WHEREAS, the Developer has represented to the City and the District that it owns the Development; and

WHEREAS, pursuant to Article II of the City’s Home Rule Charter, the City has all of the powers granted to cities by the Constitution and laws of the State of Texas, together with all of the implied powers necessary to carry into execution such granted powers, such powers including, but not limited to, those granted by: (i) Section 43.0751 of the Texas Local Government Code authorizing a city to enter into a strategic partnership agreement that provides for the limited purpose annexation of a municipal utility district, or portion thereof, on terms acceptable to the municipality and the municipal utility district; and (ii) Chapter 212 of the Local Government Code authorizing a city to regulate subdivisions within its corporate boundaries and within its extraterritorial jurisdiction; and

WHEREAS, Section 43.0751 of the Texas Local Government Code provides that a strategic partnership agreement may include services and regulatory benefits; and

WHEREAS, the City desires to annex the 283.115 acres, more or less, within the Development for the sole purpose of imposing exclusive subdivision regulatory authority upon the Development (the “Limited Purpose”); and

WHEREAS, the District desires, pursuant to its authority under Section 54.234 of the Texas Water Code, to accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with this Agreement, within the Development; and

WHEREAS, subject to the terms and conditions of this Agreement, the District is willing to allow the City to annex the Development for the Limited Purpose; and

WHEREAS, to facilitate the City’s limited purpose annexation of the Development, the Developer submitted to the City a petition requesting and consenting to such limited purpose annexation of the Development; and

WHEREAS, pursuant to Section 43.0751 of the Texas Local Government Code and the Developer’s petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the City’s annexation of the Development for the Limited Purpose; and

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

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

WHEREAS, the Board approved and adopted this Agreement on May 21, 2020, in open session at a meeting held in accordance with all applicable laws; and

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

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

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

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

WHEREAS, in accordance with the requirements of Section 43.0751(p)(1) of the Texas Local Government Code, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Section 43.0751(p)(2) of the Texas Local Government Code, this Agreement provides services and benefits for the City and the District that are reasonable and equitable.

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

ARTICLE I. RECITALS

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

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

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

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

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

Section 2.4 Limited Purpose Annexation of Development. The Parties agree that the City may annex the Development solely for the Limited Purpose. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Development at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Development upon the Effective Date.

Section 2.5 Consent to Limited Purpose Annexation. The District, on behalf of itself and all present and future owners of land within the District, hereby requests that the City annex the Development solely for the Limited Purpose. The District consents to such annexation. Such

consent shall bind the District and the Developer and each future owner of land within the Development.

Section 2.6 Limited District. The District is not a limited district as defined in Section 43.0751(a)(2) of the Texas Local Government Code.

Section 2.7 Property Taxes and District Liability for Debts of the City. During the term of this Agreement: (i) neither the District, nor any owners of taxable property within the District, are liable for any present or future debts of the City; and (ii) current and future ad valorem and sales and use taxes levied by the City shall not be levied on taxable property or activity within the District.

Section 2.8 Powers and Functions Retained by the District. Following the City's limited purpose annexation of the Development, and notwithstanding anything in this Agreement to the contrary, the District is authorized to exercise all powers and functions of a municipal utility district provided by existing law or any amendments or additions thereto.

Section 2.9 Water, Sewer, and Drainage Services. The Developer will develop, on behalf of the District, and the District will own, operate and maintain wastewater and drainage systems within the Development as is reasonably necessary to provide such services to the owners and occupants of such area. The Developer will develop, on behalf of the District, and Aqua Water Supply Corporation will own, operate and maintain a water system within the Development, as is reasonably necessary to provide such services to the owners and occupants of such area.

ARTICLE III. SUBDIVISION REGULATORY AUTHORITY; ROADWAYS

Section 3.1 Subdivision Regulatory Authority. The City shall have the exclusive authority to regulate the subdivision of land within the boundaries of the Development, and shall regulate the subdivision of such land in accordance with Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of that certain "Development and Consent Agreement" dated effective August 8, 2019, as it may be amended from time to time (the "Development and Consent Agreement").

Section 3.2 Roadways. The District shall accept the dedication of public right-of-way and the street and drainage improvements located therein for operation and maintenance, upon construction and dedication of same by the Developer in accordance with the requirements and standards set forth in Chapter 36 of the City's Code of Ordinances, subject to the terms and conditions of the Development and Consent Agreement.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 No Full-Purpose Annexation During Term of Development and Consent Agreement. The City shall not annex the Development, or any other portion of the District, for full purposes until after the expiration of the Development and Consent Agreement. If the City decides to disannex the Development and has the authority to disannex, the City may institute

proceedings to accomplish such disannexation to be effective upon the termination of this Agreement.

ARTICLE V. TERM

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

ARTICLE VI. BREACH, NOTICE AND REMEDIES

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

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

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

ARTICLE VII. ADDITIONAL PROVISIONS

Section 7.1 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election. Pursuant to Section 43.130(b) of the Texas Local Government Code, residents of the Development will not be eligible to be a candidate for or to be elected to a municipal office until and unless the Development is annexed into the City for full purposes.

Section 7.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in

writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) ten (10) business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) ten (10) business days after the Notice is sent by facsimile (with electronic confirmation by the sending facsimile machine) with a confirming copy sent by United States mail within 48 hours after the facsimile is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.2.

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

To the District: c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive

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

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

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

been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

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

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

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

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

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

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

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

Section 7.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant to

this Section 7.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement. Nothing in this Section 7.13 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

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

Exhibit A Description of Development

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

[COUNTERPART SIGNATURE PAGES FOLLOW]

DISTRICT:

ALTESSA MUNICIPAL UTILITY DISTRICT

By: _____
Curtis Kelly Dyer, Board President

Date: May 21, 2020

ATTEST:

By: _____
Jason Rangel, Secretary

Date: May 21, 2020

CITY:

CITY OF ELGIN, TEXAS

By: _____
Ron M. Ramirez, Mayor

Date: _____, 2020

APPROVED AS TO FORM:

By: _____
Charles Crossfield, City Attorney

Date: _____, 2020

DEVELOPER:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By: _____
Adam B. Boenig, Vice President

Date: _____, 2020

EXHIBIT "A"

DESCRIPTION OF THE DEVELOPMENT

All of that certain 283.115 acres, more or less, located in Travis and Bastrop Counties, Texas, comprised of the following tracts:

Tract 1: 234.288 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit "A-1" attached hereto and incorporated herein; and

Tract 2: 48.827 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit "A-2" attached hereto and incorporated herein.

Exhibit "A-1"

Tract 1

LEGAL DESCRIPTION

DESCRIPTION OF 234.288 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NOS. 20 AND 2296, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 234.215 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM EUGENE R. KANAK, AND WIFE, JUDY A. KANAK TO THE EUGENE R. AND JUDY A. KANAK LIVING TRUST, EUGENE R. KANAK AND JUDY A. KANAK, CO-TRUSTEES, OF RECORD IN VOLUME 920, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND VOLUME 13223, PAGE 668 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 234.288 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the southwest corner of the said 234.215 acre tract and the herein described tract, being on the east right-of-way line of County Line Road, a variable width right-of-way, being also the northwest corner of that certain 48.820 acre tract of land described in a deed to Russel F. Boyd of record in Volume 725, Page 633 of the Official Public Records of Bastrop County, Texas, said point having Grid Coordinates of N=10110911.98, E=3221530.09;

THENCE, N 27°08'47" E, with the east right-of-way of County Line Road and the west line of said 234.215 acre tract, for a distance of **708.88 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southwest corner that certain 10.00 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 44 of the Official Public Records of Travis County, Texas, and being an ell angle corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°51'29" E, departing the east right-of-way of County Line Road, with the south line of said 10.00 acre tract, for a distance of **476.51 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner said 10.00 acre tract, and being an interior angle corner of said 234.215 acre tract and the herein described tract;

THENCE, N 27°08'48" E, with the east line of said 10.00 acre tract and the west line of said 234.215 acre tract, at a distance of 914.67 feet passing the northeast corner of said 10.00 acre tract and the southeast corner of that certain 4.737 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 47 of the Official Public Records of Travis County, Texas, for a total distance of **1,347.72 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the northeast corner said 4.737 acre tract, being on the south line of that certain 147.144 acre tract of land described in a deed to RSM Real Estate, LP of record in Document No. 201414715 of the Official Public Records of Bastrop County, Texas, and being the northwest corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°53'48" E, with the south line of said 147.144 acre tract and the north line of said 234.215 acre tract, at a distance of 3,922.44 feet passing a 1-inch iron pipe found for the southeast corner of said 147.144 acre tract and the southwest corner of that certain 139.723 acre tract of land described in a deed to Roger and Suzanne Mogonye of record in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, for a total distance of **4,832.13 feet** to a 5/8-inch iron rod found for the northeast corner of said 234.215 acre tract and the herein described tract, and being the northwest corner of that certain 42.158 acre tract of land described in a deed to Ward and Patsy Payne of record in Volume 647, Page 728 of the Official Public Records of Bastrop County, Texas;

THENCE, S 27°35'48" W, with the west line of said 42.158 acre tract and the east line of said 234.215 acre tract, at a distance of 1,298.23 feet passing a 5/8-inch iron rod found for the southwest corner of said 42.158 acre tract and the northwest corner of that certain 66.936 acre tract of land described in a deed to Jim V. and Katherine L. Mogonye of record in Volume 2343, Page 362 of the Official Public Records of Bastrop County, Texas, for a total distance of **2,036.79 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner of said 234.215 acre tract and the herein described tract, and being on the north line of that certain 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas;

THENCE, N 63°06'30" W, with the north line of said 103 acre tract and the south line of said 234.215 acre tract, at a distance of 3,287.28 feet passing the northwest corner of said 103 acre tract and the northeast corner of said 48.820 acre tract, for a total distance of **5,292.66 feet** to the **POINT OF BEGINNING** and containing 234.288 acres of land.

BEARING BASIS NOTE

BEARINGS ARE BASED ON TEXAS STATE PLANE CENTRAL ZONE 4203, NAD 83. STATION. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. DISTANCES SHOWN HEREON ARE IN SURFACE, U.S. SURVEY FEET.

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

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground December, 2017 and January, 2018 under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 25th day of January 2018, A.D.

Zamora, L.L.C. dba "ZWA"
1435 South Loop 4
Buda, Texas 78610
512-295-6201
TX Firm No. 10062700



A handwritten signature in blue ink, appearing to read "Gina Loftis-Franklin", written over a horizontal line.

Gina Loftis-Franklin
Registered Professional Land Surveyor
No. 6087 – State of Texas

Exhibit "A-2"

Tract 2

LEGAL DESCRIPTION

DESCRIPTION OF 48.827 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 24.41 ACRE TRACT (TRACT B) OF LAND DESCRIBED IN A PARTITION DEED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT OF LAND CONVEYED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT LAND DESCRIBED IN GENERAL WARRANTY DEED OF RECORD IN VOLUME 725, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 48.827 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found having Grid Coordinates of N=10110911.84, E=3221530.37 on the on the east right-of-way line of County Line Road, a variable width right-of-way, at the northwest corner of said 24.41 acre tract (Tract B) and being the southwest corner of a 234.288 acre tract described in a deed to CMH Parks, Inc. of record in Document No. 201807699, Official Public Record, Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, S 63°06'26" E, departing the east right-of-way of County Line Road, with the common line of said 24.41 acre tract (Tract B) and said 234.288 acre tract, a distance of **2001.92** feet to a calculated point at the northeast corner of said 24.41 acre tract (Tract B) and being the northwest corner of a 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, S 27°10'16" W, departing the south line of said 234.288 acre tract, with the common line of said 24.41 acre tract (Tract B) and said 103 acre tract at 5.10 feet passing a 1/2" iron rod found and at 534.06 feet passing a 1/2" iron found disturbed at the southeast corner of said 24.41 acre tract (Tract B) and being the northeast corner of said 24.41 acre tract described in said Volume 725, Page 633, continuing with said common line of said 24.41 acre tract and said 103 acre tract, for a total distance of **1065.40 feet** to a 1/2" iron rod found on the north line of a 67 acre tract, more or less, described a warranty deed to the Cynthia Kreig & Sheldon Ray Johnson Living Trust, of record in Document No. 201810089, Official Public Record of Bastrop County, Texas, at the southeast corner of said 24.41 acre tract and being ell corner of said 103 acre tract, for the southeast corner of the herein described tract;

THENCE, N 62°50'09" W, departing the west line of said 103 acre tract, with the south line of said 24.41 acre tract, and being the north line of said 67 acre tract and a north line of a 3.006 acre tract described in a special warranty deed to Fausto C. Martinez and Maria Saucedo of record in Document No. 201108993, Official Public Records of Bastrop County, Texas, a distance of **2008.67 feet** to a 1/2" iron found on the east right-of-way line of said County Line Road, at the southwest corner of said 24.41 acre tract and being the northwest corner of said 3.006 acre tract, for the southwest corner of the herein described tract;

THENCE, N 27°32'17" E, with the east right-of-way of County Line Road and being the west line of said 24.41 acre tract and the west line of said 24.41 acre tract (Tract B), a distance of **1055.94** feet to the **POINT OF BEGINNING** and containing 48.827 acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93). THE BEARINGS AND DISTANCES ARE GRID.

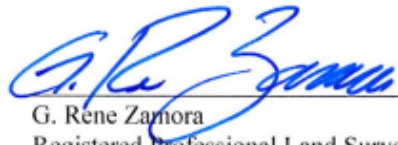
THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 22 day of January, 2019, A.D.

Zamora, L.L.C.
1425 South Loop 4
Buda, Texas 78610
512-295-6201
Tx. Firm No. 10062700



G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE ALTESSA MUD WASTEWATER SERVICE AGREEMENT WITH CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES AND THE ALTESSA MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and approval of a Resolution authorizing a wastewater service agreement with Clayton Properties Group, Inc./Brohn Homes and the Altessa Municipal Utility District (MUD).

BACKGROUND:

Discussed at previous meetings; Initially called “Altessa” (a name the project retains for all purposes of legal documentation), Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes intends to develop 280+ acres of land within City’s ETJ as "Harvest Ridge", a master-planned residential community with park and recreational facilities to serve the development.

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

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution authorizing a wastewater service agreement with Clayton Properties Group, Inc./Brohn Homes and the Altessa Municipal Utility District (MUD) as described; and routine direction to staff, if any.

ATTACHMENTS: (1) Resolution and (2) Altessa Wastewater Service Agreement

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE MAYOR TO EXECUTE THE ALTESSA
MUD WASTEWATER SERVICE AGREEMENT WITH
CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES
AND THE ALTESSA MUNICIPAL UTILITY DISTRICT AND
MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City Council has approved and authorized a Development and Consent Agreement with Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes and the Altessa Municipal Utility District (MUD) to construct a master-planned, residential development project that will also include parks, and recreational facilities to serve the community; and,

WHEREAS, the Altessa Municipal Utility District includes 283.115 acres of land (“the Property”) more particularly described within “Exhibit “A”, attached hereto; and,

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

WHEREAS, the City, Clayton Properties Group, Inc., Brohn Homes, and the Altessa Municipal Utility District desire to enter into this Agreement in order to establish rights and obligations with respect to wastewater service to the Property.

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

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Wastewater Service Agreement* with Clayton Properties Group, Inc., a Tennessee corporation doing business as Brohn Homes and the Altessa Municipal Utility District, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 15th day of December, 2020

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary

WASTEWATER SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND BASTROP §

This Wastewater Service Agreement (this “Agreement”) is made and entered into by and between Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes (“Owner”), and the City of Elgin, Texas (the “City”). The Owner and the City may be referred to herein each as a “Party” or collectively as the “Parties”. The Altessa Municipal Utility District (or such other name as the Texas Commission on Environmental Quality may require, the “District”), which is a municipal utility district to be created, will either join this Agreement as set forth below and after such joinder shall become a party to this Agreement or Owner may assign its interest and obligations in full to the District.

WHEREAS, the Owner is a Tennessee corporation; and

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

WHEREAS, the Owner currently owns 283.115 acres of land more particularly described on Exhibit “A”, attached hereto and made a part hereof (together with any property currently owned or hereafter acquired by Owner and annexed into the District, the “Property”); and

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

WHEREAS, the Parties anticipate that the Property will have approximately 1,200 connections; and

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

WHEREAS, the Owner and the City have entered into a Development and Consent Agreement dated August 9, 2019 (“Development Agreement”) that provides, among other things, that the City will manage, treat and dispose of wastewater that the residents of the Property generate; and

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

WHEREAS, pursuant to the Development Agreement, the District and/or Owner on behalf of the District and the City shall construct new facilities to provide wastewater service to the Property, including participating in constructing an interceptor line connecting the Property to the wastewater facilities of the City (“Interceptor Line”);

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

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

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

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

2. Interior Improvements.

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

3. Permanent Service to the Property.

- (a) After the Owner's completion and dedication of the Interceptor Line to the City, the City shall provide continuous and adequate wholesale wastewater service to the Property sufficient (i) to serve the land uses shown on the Concept Plan attached to the Development Agreement, and (ii) to fulfill the requirements of any applicable rule or regulation of the Public Utility Commission of Texas or the Texas Commission on Environmental Quality and all duly adopted rules and regulations of the City, subject to payment of the monthly services charges based upon the Wholesale Rates set forth in this Agreement.
- (b) Once the Interceptor Line is constructed, the City will receive, treat and dispose of, or shall contract for the treatment and disposal of, all sewage generated by customers within the Property. The City will maintain an adequate wastewater treatment capacity at all times to serve the customers within the District at the same level these services are provided within the City.
- (c) The District acknowledges that wastewater entering the City's wastewater system (the "City's System") from the wastewater system lying within the Property and being operated and maintained by the District, including the Interior Improvements (the "District's System"), originating from any source whatsoever must be given treatment and handling whether or not its source is revenue-producing for the District. Therefore, the District will pay for all wastewater entering the City's System from the District's System, including infiltration and inflow, at the Wholesale Rates. It is the District's responsibility to undertake reasonably prudent measures to minimize infiltration and inflow to the Interior Improvements.
- (d) The Wholesale Rates, as reflected in Exhibit "B" hereto, charged by the City for service within the Property shall be the same as those rates charged by the City to its in-city wholesale wastewater customers. Such rates may be reviewed and adjusted annually by the City, based on a cost of performance study performed by the City and as allowed by applicable law. However, nothing in this provision or elsewhere in this Agreement or the Development Agreement shall be interpreted to prevent the District's customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.
- (e) The District shall have guaranteed reserved capacity and shall fully own capacity in the Off-Site Wastewater Facilities sufficient to serve the needs of the Property, currently estimated to be 0.294 million gallons per day, as set forth in the Development Agreement, but subject to such increase as may be required based upon final density of the development in the Property.

(f) Condition of Wastewater Delivered.

(i) The District will operate and maintain the District's System to ensure that wastewater delivered to the City's System will have a pH factor between six and eleven and otherwise be in a condition that complies with the requirements of Chapter 42, Article III, Division 5 of the City's Code of Ordinances (the "Code") in existence on the Effective Date. If wastewater delivered from the District's System to the City's System fails to meet the specified standards and the City's Utilities Director determines that the addition of oxidizing chemicals or another reasonable method of pretreatment of wastewater or operation of the District's System is necessary in order for wastewater delivered to be non-injurious to the City's System, then the District will install facilities or implement methods of operation and maintenance to meet the standards and render wastewater from the District non-injurious to the City's System. Such facilities or methods shall be agreed upon by the City and the District's engineer. The District shall not be required to install facilities or employ methods that far exceed industry standards for wastewater pretreatment, given the nature and volume of wastewater being processed.

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

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

(g) Industrial Discharges and Prohibited Wastes.

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

- (1) types and quantities of discharges that are prohibited for entry into their systems;
- (2) discharge prohibitions for certain substances, as may be amended from time to time;

(3) pretreatment, permitting, monitoring, and other requirements for persons who discharge prohibited substances; and

(4) measures to protect the District's System and the City's System.

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

(iii) To the extent authorized by law, the District will enact and enforce rules that are at least as stringent as those adopted by the City and will take reasonable steps to require customers connected to the District's System to comply with the District's regulations. The City will give written notice to the District of any future ordinance changes governing the pretreatment, monitoring, or discharge of wastewater containing industrial waste or other prohibited waste, and those changes will become applicable to wastewater discharges into the District's System that ultimately discharge into the City's System sixty (60) days after the delivery of the notice to the District.

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

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

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

(h) Sampling and Testing.

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

(1) the site of discharge;

(2) the point of entry; and

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

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

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

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

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

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

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

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

(ii) The District is responsible for the physical connection of each service line to the local wastewater facility, which will not be left to the discretion of the plumber or contractor unless the plumber or contractor is

under the direct supervision of, or their work is inspected by, the District's authorized representative.

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

(iv) The District will maintain reasonable supervision and maintenance of the District's System to prevent contamination, such as roof drains or any other means by which surface drainage could enter the District's System and then discharge to the City's System.

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

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

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

4. Further Representations of the Parties.

- (a) It is understood and agreed that the obligation of the City to provide wastewater service in the manner contemplated by this Agreement is subject to the issuance by the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to provide lawful service, if any. In such respect, the City agrees to apply for and diligently pursue any permits, certificates, or approvals required to lawfully provide wholesale wastewater service to the Property. Should the City fail to obtain timely any approvals required to serve the Property, the Owner may, at its option,

and in addition to any other remedies available to it pursuant to applicable law, terminate this Agreement.

- (b) Unless the prior approval of the City is obtained, such approval not to be unreasonably withheld, conditioned, or delayed, the Owner and/or the District shall not:
 - (1) construct or install additional wastewater lines or facilities to provide retail wastewater service to areas lying outside the Property;
 - (2) significantly increase the lands for which wastewater service is to be provided by the City pursuant to this Agreement; or
 - (3) knowingly connect or provide service to any person or entity within the Property who, in turn, sells wastewater service directly or indirectly to another person or entity.
- (c) If necessary, the Owner and/or the District will provide easements within the Property for all master meters in accordance with Code requirements. Master meters shall be owned by the City and installed to measure the Property's wastewater flows. These meters will be calibrated on an annual basis at a time agreed by the City and the District. If the District requests meter calibration more often than the agreed annual time, then additional calibrations may be performed at the District's expense. In the event wastewater mains enter the Property from other City service areas, master meters will be installed at both ends of the system serving the Property so that the differential flows will be measured to determine flows from the District's customers. The Owner and/or the District shall not be required to obtain and/or provide easements outside the area of the Property.

5. Payments by the Owner.

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

6. Contract for Billing Services.

The Parties acknowledge that the water service will be provided to the Property by Aqua Water Supply Corporation ("Aqua"), who currently holds the water certificate of convenience and necessity over the Property. To such extent, the

Owner agrees that the District and/or the City may contract with Aqua to provide wastewater billing services to the Property in conjunction with its retail water billing services. The District will make every effort with Aqua to encourage one bill to cover the cost of water, wastewater, and trash service.

7. Effect of Force Majeure.

In the event any Party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that Party, to the extent affected by the force majeure shall be suspended during the continuance of the inability; provided, however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the Party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other Parties.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure” includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of any Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Nothing in this Section 7 shall be interpreted to prohibit the Owner from seeking alternative sources of wholesale wastewater service for the Property in the event of a force majeure.

8. Notices.

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

CITY: City of Elgin
 Attn: City Manager

PO Box 591
Elgin, Texas 78621

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

OWNER: Clayton Properties Group, Inc. dba Brohn Homes
Attn: Adam B. Boenig
6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730

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

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

9. Remedies.

- (a) If the City defaults under this Agreement, the Owner may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default ("Notice") to the City. If the City fails to cure any default that can be cured by the payment of money ("Monetary Default") within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.
- (b) If the Owner defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to the Owner. If the Owner fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by the Owner, or as to the portion of the Property affected by the default.

- (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.

10. Effective Date.

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

11. Term.

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

12. Third Parties.

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

13. Multiple Originals.

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

14. 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.

15. 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 or Travis Counties, Texas.

16. 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 other than the Development 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.

17. Amendment.

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

18. 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.

19. 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.

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

21. Reimbursement. The Parties acknowledge and agree that the Owner may seek reimbursement for the costs of the Off-Site Wastewater Facilities and for other District facilities through the District pursuant to various provisions of the Texas Water Code and other statutory authorizations, and nothing contained in this Agreement is intended to interfere with any such reimbursement.

22. Assignability.

- (h) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the City's consent, to a subsequent developer of all or

a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for (i) an assignment to any subsidiary, parent company, or other affiliate of the Owner, or (ii) the Owner's assignment of its interests in full to the District, if the Districts agrees to be responsible for all assigned rights, privileges and obligations the Owner under this Agreement.

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

23. Successors and Assigns.

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

24. Joinder by the District.

The Owner and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in Exhibit "C", attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF ELGIN, TEXAS

By: _____
Ron M. Ramirez, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

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

Notary Public Signature

(Seal)

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as BROHN HOMES

By: _____
Adam B. Boenig, Vice President

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2020, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

Notary Public Signature

(Seal)

EXHIBIT “A”
LEGAL DESCRIPTION OF THE PROPERTY

All of that certain 283.115 acres, more or less, located in Travis and Bastrop Counties, Texas, comprised of the following tracts:

Tract 1: 234.288 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit “A-1” attached hereto and incorporated herein; and

Tract 2: 48.827 acres, more or less, located in Travis and Bastrop Counties, Texas, more particularly described by metes and bounds on Exhibit “A-2” attached hereto and incorporated herein.

Exhibit "A-1"

Tract 1

LEGAL DESCRIPTION

DESCRIPTION OF 234.288 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NOS. 20 AND 2296, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 234.215 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED FROM EUGENE R. KANAK, AND WIFE, JUDY A. KANAK TO THE EUGENE R. AND JUDY A. KANAK LIVING TRUST, EUGENE R. KANAK AND JUDY A. KANAK, CO-TRUSTEES, OF RECORD IN VOLUME 920, PAGE 713 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND VOLUME 13223, PAGE 668 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 234.288 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found for the southwest corner of the said 234.215 acre tract and the herein described tract, being on the east right-of-way line of County Line Road, a variable width right-of-way, being also the northwest corner of that certain 48.820 acre tract of land described in a deed to Russel F. Boyd of record in Volume 725, Page 633 of the Official Public Records of Bastrop County, Texas, said point having Grid Coordinates of N=10110911.98, E=3221530.09;

THENCE, N 27°08'47" E, with the east right-of-way of County Line Road and the west line of said 234.215 acre tract, for a distance of **708.88 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southwest corner that certain 10.00 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 44 of the Official Public Records of Travis County, Texas, and being an ell angle corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°51'29" E, departing the east right-of-way of County Line Road, with the south line of said 10.00 acre tract, for a distance of **476.51 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner said 10.00 acre tract, and being an interior angle corner of said 234.215 acre tract and the herein described tract;

THENCE, N 27°08'48" E, with the east line of said 10.00 acre tract and the west line of said 234.215 acre tract, at a distance of 914.67 feet passing the northeast corner of said 10.00 acre tract and the southeast corner of that certain 4.737 acre tract of land described in a deed to Clyde T. Lundgren and Betty S. Lundgren of record in Volume 7619, Page 47 of the Official Public Records of Travis County, Texas, for a total distance of **1,347.72 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the northeast corner said 4.737 acre tract, being on the south line of that certain 147.144 acre tract of land described in a deed to RSM Real Estate, LP of record in Document No. 201414715 of the Official Public Records of Bastrop County, Texas, and being the northwest corner of said 234.215 acre tract and the herein described tract;

THENCE, S 62°53'48" E, with the south line of said 147.144 acre tract and the north line of said 234.215 acre tract, at a distance of 3,922.44 feet passing a 1-inch iron pipe found for the southeast corner of said 147.144 acre tract and the southwest corner of that certain 139.723 acre tract of land described in a deed to Roger and Suzanne Mogonye of record in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, for a total distance of **4,832.13 feet** to a 5/8-inch iron rod found for the northeast corner of said 234.215 acre tract and the herein described tract, and being the northwest corner of that certain 42.158 acre tract of land described in a deed to Ward and Patsy Payne of record in Volume 647, Page 728 of the Official Public Records of Bastrop County, Texas;

THENCE, S 27°35'48" W, with the west line of said 42.158 acre tract and the east line of said 234.215 acre tract, at a distance of 1,298.23 feet passing a 5/8-inch iron rod found for the southwest corner of said 42.158 acre tract and the northwest corner of that certain 66.936 acre tract of land described in a deed to Jim V. and Katherine L. Mogonye of record in Volume 2343, Page 362 of the Official Public Records of Bastrop County, Texas, for a total distance of **2,036.79 feet** to a 1/2-inch iron rod with cap stamped "ZWA" set for the southeast corner of said 234.215 acre tract and the herein described tract, and being on the north line of that certain 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas;

THENCE, N 63°06'30" W, with the north line of said 103 acre tract and the south line of said 234.215 acre tract, at a distance of 3,287.28 feet passing the northwest corner of said 103 acre tract and the northeast corner of said 48.820 acre tract, for a total distance of **5,292.66 feet** to the **POINT OF BEGINNING** and containing 234.288 acres of land.

BEARING BASIS NOTE

BEARINGS ARE BASED ON TEXAS STATE PLANE CENTRAL ZONE 4203, NAD 83. STATION. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. DISTANCES SHOWN HEREON ARE IN SURFACE, U.S. SURVEY FEET.

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

That I, Gina Loftis-Franklin, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground December, 2017 and January, 2018 under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 25th day of January 2018, A.D.

Zamora, L.L.C. dba "ZWA"
1435 South Loop 4
Buda, Texas 78610
512-295-6201
TX Firm No. 10062700



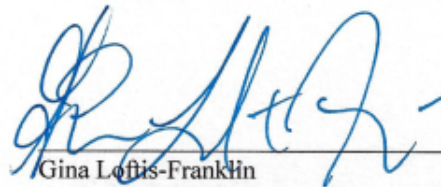

Gina Loftis-Franklin
Registered Professional Land Surveyor
No. 6087 – State of Texas

Exhibit "A-2"

Tract 2

LEGAL DESCRIPTION

DESCRIPTION OF 48.827 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP AND TRAVIS COUNTIES, TEXAS, BEING ALL OF THAT CERTAIN 24.41 ACRE TRACT (TRACT B) OF LAND DESCRIBED IN A PARTITION DEED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT OF LAND CONVEYED TO RUSSELL FRANKLIN BOYD OF RECORD IN VOLUME 567, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND ALL OF A 24.41 ACRE TRACT LAND DESCRIBED IN GENERAL WARRANTY DEED OF RECORD IN VOLUME 725, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 48.827 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found having Grid Coordinates of N=10110911.84, E=3221530.37 on the on the east right-of-way line of County Line Road, a variable width right-of-way, at the northwest corner of said 24.41 acre tract (Tract B) and being the southwest corner of a 234.288 acre tract described in a deed to CMH Parks, Inc. of record in Document No. 201807699, Official Public Record, Bastrop County, Texas, for the northwest corner of the herein described tract;

THENCE, S 63°06'26" E, departing the east right-of-way of County Line Road, with the common line of said 24.41 acre tract (Tract B) and said 234.288 acre tract, a distance of **2001.92** feet to a calculated point at the northeast corner of said 24.41 acre tract (Tract B) and being the northwest corner of a 103 acre tract of land described in a deed to Norma Jean Larson and Kelly Wayne Kastner of record in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas, for the northeast corner of the herein described tract;

THENCE, S 27°10'16" W, departing the south line of said 234.288 acre tract, with the common line of said 24.41 acre tract (Tract B) and said 103 acre tract at 5.10 feet passing a 1/2" iron rod found and at 534.06 feet passing a 1/2" iron found disturbed at the southeast corner of said 24.41 acre tract (Tract B) and being the northeast corner of said 24.41 acre tract described in said Volume 725, Page 633, continuing with said common line of said 24.41 acre tract and said 103 acre tract, for a total distance of **1065.40 feet** to a 1/2" iron rod found on the north line of a 67 acre tract, more or less, described a warranty deed to the Cynthia Kreig & Sheldon Ray Johnson Living Trust, of record in Document No. 201810089, Official Public Record of Bastrop County, Texas, at the southeast corner of said 24.41 acre tract and being ell corner of said 103 acre tract, for the southeast corner of the herein described tract;

THENCE, N 62°50'09" W, departing the west line of said 103 acre tract, with the south line of said 24.41 acre tract, and being the north line of said 67 acre tract and a north line of a 3.006 acre tract described in a special warranty deed to Fausto C. Martinez and Maria Saucedo of record in Document No. 201108993, Official Public Records of Bastrop County, Texas, a distance of **2008.67 feet** to a 1/2" iron found on the east right-of-way line of said County Line Road, at the southwest corner of said 24.41 acre tract and being the northwest corner of said 3.006 acre tract, for the southwest corner of the herein described tract;

THENCE, N 27°32'17" E, with the east right-of-way of County Line Road and being the west line of said 24.41 acre tract and the west line of said 24.41 acre tract (Tract B), a distance of **1055.94** feet to the **POINT OF BEGINNING** and containing 48.827 acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEMS (CENTRAL ZONE 4203), NAD83 (93). THE BEARINGS AND DISTANCES ARE GRID.

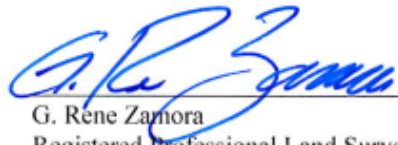
THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 22 day of January, 2019, A.D.

Zamora, L.L.C.
1425 South Loop 4
Buda, Texas 78610
512-295-6201
Tx. Firm No. 10062700



G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas



EXHIBIT “B”
CITY’S WHOLESALE WATER RATES

B-1. Wastewater Rates.

The rate that the City charges the District for wastewater service will be the wastewater rate established by ordinance from time to time by the Elgin City Council, as modified by certain credits set forth in this Article X.1.

B-2. Cost of Service.

The District agrees that the wastewater rates charged to the District shall be based upon the Base Rate and Volume Rate established for City Residential Users. As consideration for the assessment of City Residential User rates, the City agrees that total volume charges billed by the City to the District shall be reduced by the credits set forth as follows. The City agrees that no costs for billing, collecting or customer meter reading shall be included in the calculations for Residential User rates to the District. The City agrees that such costs will not be included in the District's rates.

B-3. Initial Service Period.

From the date of commencement of wastewater service to the District by the City through September 30, 2020 ("Initial Service Period"), the District shall pay a Base Charge of \$23.98 per month for each sanitary sewer connection in the District. Additionally, the District shall pay a Volume Charge of \$3.40 per thousand gallons of wastewater treated in the month, as metered during the City's normal billing cycle for the month. This Volume Charge is based on the following calculation; Total volume of wastewater metered divided by 1,000 multiplied by \$3.37.

By way of illustration, if there are 250 sanitary sewer connections in the District during the initial service period, the monthly Base Charge will be 250 multiplied by \$23.98 or \$5,995.00.

The monthly Volume Charge during the initial service period will be \$3.40 multiplied by the total volume of wastewater metered during the billing period divided by 1,000. Assuming an average volume of wastewater produced per connection of 5,500 gallons, the total volume of wastewater produced in the month for 250 connections would be 1,375,000 gallons divided by 1,000 times \$3.40 for a total Volume charge of \$4,633.75.

B-4. Remaining Contract Years.

Beginning October 1, 2020 and for the remaining Contract Term, the monthly Base Charge and Volume Rate will be calculated as follows:

Base Rate = Rate established by Ordinance for the fiscal year for City residential customers (Annual Wastewater related Debt Service / Number of Connections /12 months.)

Volume Rate = Rate established by Ordinance for the fiscal year for each 1,000 gallons of wastewater generated by City residential customers minus a percentage of Utility Billing costs allocable to wastewater customers.

EXAMPLE:

Base Rate = \$23.98 per month per connection
250 Connections = **\$5,995 per month**

Volume Rate = \$4.01 per 1,000 gallons
(Utility Billing Costs allocable to Sewer Customers)
(Total Annual Wastewater System O&M Costs)
(\$125,722)
(\$825,975) = 15.22%
 $15.22\% \times \$4.01 = \0.61 adjustment
 $\$4.01 - \$0.61 = \mathbf{\$3.40}$ per 1,000 gallons of
wastewater produced

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

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “Joinder Agreement”), dated as of _____, 20__, is executed by ALTESSA MUNICIPAL UTILITY DISTRICT (the “District”), in connection with that certain Wastewater Service Agreement (the “Service Agreement”) entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis County, Texas, and CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as BROHN HOMES, dated effective as of _____, 2019. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Service Agreement.

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

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

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

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

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

ALTESSA MUNICIPAL UTILITY DISTRICT

By: _____
Name Printed: _____
Title: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE ELEVATED WATER STORAGE TANK NO. 2 REPAINT PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager/Utilities

PROPOSED ACTION: Approval of the Resolution authorizing an agreement with TRC Engineers Inc. for professional services related to the Elevated Water Storage Tank No. 2 Repaint Project.

BACKGROUND: The City maintains and operates a comprehensive potable water supply system that provides for drinking water and other domestic uses to all residents and many neighboring properties located within the City's Certificate of Convenience & Necessity (CCN) service area

That system includes a significant investment in capital assets and expenditures, including water storage facilities that provide pressure and supply that is essential to the City's distribution system.

Once such facility is the Elevated Water Storage Tank No. 2 located adjacent to the Elgin High School campus. Elevated Tank No. 2 has reached approximately 20 years of age and is now in need of a major interior resurfacing to further extend its useful life and maintain its position as an essential component of the City's water system. Prior to publishing a request for bid proposals, certain engineering work must be completed.

BUDGET/FINANCIAL IMPACT:

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

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

ATTACHMENTS: (1) Resolution and (2) TRC proposal

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING
SERVICES RELATED TO THE ELEVATED WATER STORAGE
TANK NO. 2 REPAINT PROJECT AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin provides potable water services to residents and businesses located within the city and its Certificate of Convenience & Necessity (CCN) service area; and,

WHEREAS, the Elevated Water Storage Tank No. 2 located adjacent to the Elgin High School campus provides water pressure and supply to the City's distribution system; and,

WHEREAS, the Elevated Tank No. 2 is now in need of a major interior resurfacing to further extend its useful life and maintain its position as an essential component of the City's water system; and,

WHEREAS, the City has received and fully vetted a proposal from TRC Engineers Inc. for professional engineering services related to the Elevated Water Storage Tank No. 2 Repaint Project.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$21,551.00 related to the *Elevated Water Storage Tank No. 2 Repaint Project*, a copy of the proposal being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. Future Budget Amendment. The City Council does also hereby acknowledge that this item was not specifically included or approved within the *FY20-21 City of Elgin Annual Operating Budget*; and that said budget will be amended at a future date to formally appropriate funds for this item.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 6. Effective Date. This Resolution shall take effect immediately upon passage.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

December 2, 2020

Mr. Michael Gonzalez, Assistant Public Works Director
City of Elgin
P.O. Box 591
Elgin, Texas 78621

**RE: Elgin High School Elevated Tank (Tank #2)
Repaint Project
Engineering Services Proposal**

Dear Mr. Gonzalez:

At the request of the City of Elgin, this letter represents TRC's engineering services proposal for the above-referenced project, which will consist of repainting the interior of the 0.5 MG Elgin High School Elevated Tank. The cost to provide the engineering services, based on the attached preliminary scope of work, is as follows:

Tank Repaint Engineering:	\$13,975.00	(Lump Sum)
Painting Inspections:	\$7,576.00	(Time and Materials - Optional)
Total:	\$21,551.00	

The services will be provided under the Master Services Agreement executed by the City and TRC. The opportunity to provide this proposal is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

K. Beau Perry, P.E.
Vice President

City of Elgin

December 2, 2020

Date

Date

CITY OF ELGIN
ELGIN HIGH SCHOOL ELEVATED TANK REPAINT PROJECT
ENGINEERING SERVICES PROPOSAL
PRELIMINARY SCOPE OF WORK
(12/02/2020)

ENGINEERING SCOPE OF WORK:

Design Phase

1. Prepare detailed specifications and contract drawings for the project.
2. Prepare TCEQ notification required for proposed work.
3. Submit draft plans to City for review and comment prior to bidding.
4. Furnish to the Owner three (3) copies of approved plans and bidding specifications.

Bidding/Construction Phase

1. Assist the City in bid process including preparation of advertisement document, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
2. Assist the City during construction consisting of pre-construction meeting, contractor correspondence, submittal and pay request review, on-site coating inspections (maximum of nine (9) on a T&M basis, not to exceed), final inspection, and preparation of contractor punch list.
3. Specific interior coating inspections to be performed include the following:
 - a. Inspection of sand blasting of interior and spot repairs
 - b. Prime coat inspection
 - c. Final coat inspection

Changes in scope, including additional scenarios or modifications to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

This proposal accounts for the currently known effects of the COVID-19 pandemic, but TRC cannot predict any different effects or requirements, such as impacts due to future governmental orders, CDC guidelines, or extended duration of the COVID-19 pandemic. TRC reserves the right to obtain relief from schedule or deliverable requirements due to a force

majeure event in the event of further impacts to the work due to COVID-19, and reserves the right to receive compensation for increased PPE, social distancing, or other requirements that impact TRC's costs.

Services are rendered in Travis County. Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

ASSUMPTIONS:

The following assumptions were made for preparation of this proposal, which if found to be incorrect, may result in request(s) from TRC for additional compensation:

- The project will be bid and constructed under a single construction contract.
- The existing coating of the tank does not contain lead-based paint.
- Topographical surveying will not be required.

EXCLUSIONS:

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

- Lead paint testing
- Construction staking
- Continuous construction inspection
- Environmental or cultural review of project limits
- Material testing
- Hazardous material abatement
- Inspections for repainting of the exterior of the tank
- Design of any site modifications/improvements



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and possible direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2020-21 Annual Operating Budget

DEPARTMENT: City Manager/Finance

PROPOSED ACTION:

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

BACKGROUND:

The City has annually considered requests and provided funding to various on-profit groups and organizations serving the Elgin Community. Based on the City's commitment to this effort in prior years, the City Council approved an overall funding set-aside of **\$31,000** for this purpose in the FY20-21 Annual Budget. Also typical of prior years, however, the City has received requests from such organizations that totals more **\$46,500**.

To that end, the staff enlisted the help of three City Councilmembers who have reviewed and scored the applications; ultimately resulting in a recommendation as to the distribution of the funds budgeted for the current fiscal year.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2020-21 Annual Operating Budget.

ATTACHMENTS:

Various information regarding the proposed distribution of said funds.

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

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

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

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

See Brashar

Non Profit Organization Funding Requests 2020

	Purpose / Program title	Amount Requested 2020	awarded 2019	Score Penson	Score Brashar	Score Gonzalez	Recommended funding for 2020
Advocacy Outreach	anti poverty, i assistance, homeless transition, housing assistance, and family literacy	\$ 5,000.00	\$ 5,000.00		48		\$ 5000
CASA Bastrop Fayette & Lee Counties	advocates for children removed from home	\$ 3,500.00	\$ 3,000.00		50		\$ 3500
Bastrop County Womens Shelter (DBA Family Crisis Center	domestic & sexual violence services	\$ 3,000.00	\$ 2,800.00		50		\$ 3000
FUMC First United Methodist Church Elgin Community Aide Program	direct assistance for housing, utilities, pharmacy, transportation	\$ 10,000.00	NA		34		partial amount
Elgin Alley Cats	feral cat spay & neuter program	\$ 2,000.00	NA		36		partial amount
Drive a Senior	free transportation for seniors for doctor appointments, groceries, etc.	\$ 8,000.00	\$ 5,000.00		41		partial amount
Children's Advocacy Center	forensic interviews, sexual assault nurse exams, statewide intake report reviews, coordinated services to children and adults	\$ 10,000.00	\$ 3,500.00		39		partial amount
ITSHUH In the Streets Hands Up High	Meals and emergency / transitional shelter	\$ 5,000.00	NA		38		partial amount
Senior Citizens Aid Inc.		NA	\$ 1,700.00				
Combined Community Action		NA	\$ 4,000.00				
Elgin Community Cupboard		NA	\$ 3,000.00				
TOTAL		\$ 46,500.00	\$ 28,000.00				29,000.

**BUDGET AVAILABLE 2020-
2021**

\$ 31,000.00

NON PROFIT: Advocacy Outreach

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 5
2. Objectives are specifically stated and measurable: 5
3. Impacts the quality of life of a significant number of people in the Elgin community: 5
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 5
5. Project participation, collaboration and support of residents, community and/or business partners: 5
6. Addresses issue or problems that the city as a government agency does not currently address: 5
7. Potential to have a major impact on the city and provides for a public purpose: 4
8. Projects/programs are sustainable over time: 5
9. Budget is complete, realistic, accurate and appropriate: 5
10. Total Scoring: 48

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Good long-standing non-profit that offers services that the city cannot.

NON PROFIT: CASA Bastrop County

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 5
2. Objectives are specifically stated and measurable: 5
3. Impacts the quality of life of a significant number of people in the Elgin community: 5
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 5
5. Project participation, collaboration and support of residents, community and/or business partners: 5
6. Addresses issue or problems that the city as a government agency does not currently address: 5
7. Potential to have a major impact on the city and provides for a public purpose: 5
8. Projects/programs are sustainable over time: 5
9. Budget is complete, realistic, accurate and appropriate: 5
10. Total Scoring: 50

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Good long standing program that offers help the city cannot and works with our court and law enforcement systems.

NON PROFIT: Family Crisis Center

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 5
2. Objectives are specifically stated and measurable: 5
3. Impacts the quality of life of a significant number of people in the Elgin community: 5
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 5
5. Project participation, collaboration and support of residents, community and/or business partners: 5
6. Addresses issue or problems that the city as a government agency does not currently address: 5
7. Potential to have a major impact on the city and provides for a public purpose: 5
8. Projects/programs are sustainable over time: 5
9. Budget is complete, realistic, accurate and appropriate: 5
10. Total Scoring: 50

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Good long-standing non-profit that offers services that the city cannot and helps with law enforcement.

NON PROFIT: First United Methodist Church

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 5
2. Objectives are specifically stated and measurable: 5
3. Impacts the quality of life of a significant number of people in the Elgin community: 3
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 4
5. Project participation, collaboration and support of residents, community and/or business partners: 4
6. Addresses issue or problems that the city as a government agency does not currently address: 3
7. Potential to have a major impact on the city and provides for a public purpose: 3
8. Projects/programs are sustainable over time: 3
9. Budget is complete, realistic, accurate and appropriate: 4
10. Total Scoring: 34

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Although the program is stated, other organizations offer the same thing. I hasten giving to a religious organization even though it is for not religious purposes, because that is prohibited in our rules.

NON PROFIT: Alley Cats

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 4
2. Objectives are specifically stated and measurable: 4
3. Impacts the quality of life of a significant number of people in the Elgin community: 4
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 4
5. Project participation, collaboration and support of residents, community and/or business partners: 5
6. Addresses issue or problems that the city as a government agency does not currently address: 4
7. Potential to have a major impact on the city and provides for a public purpose: 3
8. Projects/programs are sustainable over time: 4
9. Budget is complete, realistic, accurate and appropriate: 4
10. Total Scoring: 36

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Program is needed however, funding spays/neuters for owned pets is hard. There are established agencies that offer low fee spay/neuters in our area.

NON PROFIT: Drive A Senior

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 5
2. Objectives are specifically stated and measurable: 5
3. Impacts the quality of life of a significant number of people in the Elgin community: 4
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 4
5. Project participation, collaboration and support of residents, community and/or business partners: 5
6. Addresses issue or problems that the city as a government agency does not currently address: 4
7. Potential to have a major impact on the city and provides for a public purpose: 5
8. Projects/programs are sustainable over time: 5
9. Budget is complete, realistic, accurate and appropriate: 4
10. Total Scoring: 41

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Beneficial program but other entities offer same that are seeking funding as well.

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 5
2. Objectives are specifically stated and measurable: 5
3. Impacts the quality of life of a significant number of people in the Elgin community: 4
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 4
5. Project participation, collaboration and support of residents, community and/or business partners: 4
6. Addresses issue or problems that the city as a government agency does not currently address: 3
7. Potential to have a major impact on the city and provides for a public purpose: 5
8. Projects/programs are sustainable over time: 5
9. Budget is complete, realistic, accurate and appropriate: 4
10. Total Scoring: 39

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Long standing program but crosses over to some things that the city offers as well as other agencies without the county.

NON PROFIT: ITSHUH

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 5
2. Objectives are specifically stated and measurable: 4
3. Impacts the quality of life of a significant number of people in the Elgin community: 5
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 3
5. Project participation, collaboration and support of residents, community and/or business partners: 4
6. Addresses issue or problems that the city as a government agency does not currently address: 5
7. Potential to have a major impact on the city and provides for a public purpose: 4
8. Projects/programs are sustainable over time: 4
9. Budget is complete, realistic, accurate and appropriate: 4
10. Total Scoring: 38

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Budget is not clear and it is undetermined how many in Elgin are affected since no one is turned away.

Juan J Gonzalez

Non Profit Organization Funding Requests 2020

	Purpose / Program title	Amount Requested 2020	awarded 2019	Score Person	Score Brashar	Score Gonzalez	Recommended funding for 2020
Advocacy Outreach	anti poverty, i assistance, homeless transition, housing assistance, and family literacy	\$ 5,000.00	\$ 5,000.00			38	5,000
CASA Bastrop Fayette & Lee Counties	advocates for children removed from home	\$ 3,500.00	\$ 3,000.00			37	3,000
Bastrop County Womens Shelter (DBA Family Crisis Center	domestic & sexual violence services	\$ 3,000.00	\$ 2,800.00			34	3,000
FUMC First United Methodist Church Elgin Community Aide Program	direct assistance for housing, utilities, pharmacy, transportation	\$ 10,000.00	NA			9	No Funding
Elgin Alley Cats	feral cat spay & neuter program	\$ 2,000.00	NA			33	2,000
Drive a Senior	free transportation for seniors for doctor appointments, groceries, etc.	\$ 8,000.00	\$ 5,000.00			42	8,000
Children's Advocacy Center	forensic interviews, sexual assault nurse exams, statewide intake report reviews, coordinated services to children and adults	\$ 10,000.00	\$ 3,500.00			29	5,000
ITSHUH In the Streets Hands Up High	Meals and emergency / transitional shelter	\$ 5,000.00	NA			28	5,000
Senior Citizens Aid Inc.		NA	\$ 1,700.00				
Combined Community Action		NA	\$ 4,000.00				
Elgin Community Cupboard		NA	\$ 3,000.00				
TOTAL		\$ 46,500.00	\$ 28,000.00				31,000

**BUDGET AVAILABLE 2020-
2021**

\$ 31,000.00

JJG

NON PROFIT: Children's Advocacy Center

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 4
2. Objectives are specifically stated and measurable: 4
3. Impacts the quality of life of a significant number of people in the Elgin community: 3
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 3
5. Project participation, collaboration and support of residents, community and/or business partners: 4
6. Addresses issue or problems that the city as a government agency does not currently address: 4
7. Potential to have a major impact on the city and provides for a public purpose: 3
8. Projects/programs are sustainable over time 4
9. Budget is complete, realistic, accurate and appropriate: 3
10. Total Scoring: 29
11. Circle one: 100% of requested amount, **partial amount** or no funding

If partial funding, recommended amount: \$5,000

Comments: They receive funding from many other sources.

JJG

NON PROFIT: CASA OF BASTROP COUNTY

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: Provides many forms of assistance to the community POSSIBLY ONLY RESOURCE OF ITS KIND IN BASTROP COUNTY 5
2. Objectives are specifically stated and measurable: YES 4
3. Impacts the quality of life of a significant number of people in the Elgin community: YES 4
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: YES 4
5. Project participation, collaboration and support of residents, community and/or business partners: YES 4
6. Addresses issue or problems that the city as a government agency does not currently address: PROVIDES ASSISTANCE TO CHILDREN IN NEED AND IN SOME CASES, LEGAL REPRESENTATION 4
7. Potential to have a major impact on the city and provides for a public purpose: YES 4
8. Projects/programs are sustainable over time YES 4
9. Budget is complete, realistic, accurate and appropriate: YES 4
10. Total Scoring: 37

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments:

JJG

NON PROFIT: BASTROP COUNTY WOMEN'S SHELTER

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: Provides many forms of assistance to the community: POSSIBLY ONLY RESOURCE OF ITS KIND IN BASTROP COUNTY ✓ 4
2. Objectives are specifically stated and measurable: YES 4
3. Impacts the quality of life of a significant number of people in the Elgin community: 3
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: YES 4
5. Project participation, collaboration and support of residents, community and/or business partners: YES 4
6. Addresses issue or problems that the city as a government agency does not currently address: PROVIDES ASSISTANCE TO PERSONS IN NEED OF SHELTER 4
7. Potential to have a major impact on the city and provides for a public purpose: YES 3
8. Projects/programs are sustainable over time YES 4
9. Budget is complete, realistic, accurate and appropriate: YES 4
10. Total Scoring: 34
11. Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments:

JJG

NON PROFIT: FUMC FIRST UNITED METHODIST CHURCH

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: Provides many forms of assistance to the community: 1 DUPLICATED BY OTHER RELIGIOUS AND CIVIC ORGANIZ
2. Objectives are specifically stated and measurable: 1
3. Impacts the quality of life of a significant number of people in the Elgin community: 1
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 1
5. Project participation, collaboration and support of residents, community and/or business partners: 1
6. Addresses issue or problems that the city as a government agency does not currently address: 1
7. Potential to have a major impact on the city and provides for a public purpose: 1
8. Projects/programs are sustainable over time 1
9. Budget is complete, realistic, accurate and appropriate: 1
10. Total Scoring: 9
11. Circle one: 100% of requested amount, partial amount or **no funding**

If partial funding, recommended amount:

Comments:

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 3
2. Objectives are specifically stated and measurable: 4
3. Impacts the quality of life of a significant number of people in the Elgin community: 3
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 4
5. Project participation, collaboration and support of residents, community and/or business partners: 3
6. Addresses issue or problems that the city as a government agency does not currently address: 4
7. Potential to have a major impact on the city and provides for a public purpose: 4
8. Projects/programs are sustainable over time 4
9. Budget is complete, realistic, accurate and appropriate: 4
10. Total Scoring: 33
11. Circle one: **100% of requested amount**, partial amount or no funding

If partial funding, recommended amount:

Comments:

J J Gonzalez

NON PROFIT: DRIVE A SENIOR

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: Provide a service not available in Elgin 5
2. Objectives are specifically stated and measurable: Yes 5
3. Impacts the quality of life of a significant number of people in the Elgin community: Senior citizens benefit immensely from this service 5
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: Yes 4
5. Project participation, collaboration and support of residents, community and/or business partners: Participation is picking up in this much needed service. 4
6. Addresses issue or problems that the city as a government agency does not currently address: City of Elgin does not provide this service. 5
7. Potential to have a major impact on the city and provides for a public purpose: Needed 4
8. Projects/programs are sustainable over time Drive a senior has recently become part of a larger organization "Drive a Senior Central Texas" 5
9. Budget is complete, realistic, accurate and appropriate: Not requesting much 5
10. Total Scoring: ~~38~~ 42

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments: Provides a much needed service for seniors needing transportation

226

NON PROFIT: ADVOCACY OUTREACH

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: Provides many forms of assistance to the community 5
2. Objectives are specifically stated and measurable: YES 4
3. Impacts the quality of life of a significant number of people in the Elgin community: YES 4
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 4
5. Project participation, collaboration and support of residents, community and/or business partners: YES 4
6. Addresses issue or problems that the city as a government agency does not currently address: PROVIDES FUNDS FOR PERSONS IN NEED 4
7. Potential to have a major impact on the city and provides for a public purpose: YES 5
8. Projects/programs are sustainable over time YES 4
9. Budget is complete, realistic, accurate and appropriate: YES 4
10. Total Scoring: 38

Circle one: 100% of requested amount, partial amount or no funding

If partial funding, recommended amount:

Comments:

NON PROFIT: In the Streets Hands Up High

Score questions below (Scoring 5= high, 1 = low)

1. Community need for human/social services provided is clear: 4
2. Objectives are specifically stated and measurable: 4
3. Impacts the quality of life of a significant number of people in the Elgin community: 2
4. Evaluation strategy & performance measures clearly stated; and are relevant to the objectives & activities to address community needs: 3
5. Project participation, collaboration and support of residents, community and/or business partners: 3
6. Addresses issue or problems that the city as a government agency does not currently address: 3
7. Potential to have a major impact on the city and provides for a public purpose: 3
8. Projects/programs are sustainable over time 3
9. Budget is complete, realistic, accurate and appropriate: 3
10. Total Scoring: 28
11. Circle one: **100% of requested amount**, partial amount or no funding

If partial funding, recommended amount:

Comments:



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MONTHLY MEETING OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and adoption of an Ordinance establishing the Regular City Council Meeting schedule for calendar year 2021.

BACKGROUND:

The Elgin City Charter includes a provision (Article IV, Section 10) requiring the City Council to hold at least one regular meeting each month and as many additional meetings as needed during the year. It further requires that the Council pass an Ordinance specifying the days and times of such meetings, presumably at the beginning of the year. The Ordinance as presented is intended to fulfill the requirements of this provision of the Charter.

It should be noted that the schedule follows the established routine meeting date of “the first Tuesday of the month” – *except for* March, October, and November:

- The March regular meeting has been set for Tuesday, March 9 as the first Tuesday of the month (3/2) is a city holiday (Texas Independence Day), and
- The October regular meeting has been set for Tuesday, October 12 as the first Tuesday of the month (10/5) is National Night Out, and
- The November regular meeting has been set for Tuesday, November 9 as the first Tuesday of the month (11/2) is Election Day.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of an Ordinance establishing the Regular City Council Meeting schedule for calendar year 2021 as described; and routine direction to staff, if any.

ATTACHMENTS: Resolution

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

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

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

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

ORDINANCE NO. 2020-_____

AN ORDINANCE SETTING THE TIME AND PLACE OF THE REGULAR MONTHLY MEETING OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE

WHEREAS, the City of Elgin City Charter stipulates and provides for the powers, duties, and obligations of the Elgin Mayor and City Council; and,

WHEREAS, Article IV, Section 10 of the City of Elgin City Charter states that, “The Council shall hold at least one (1) regular meeting each month as many additional meetings as it deems necessary to transact the business of the city and its citizens”; and,

WHEREAS, Article IV, Section 10 of the City of Elgin City Charter further provides that, “The Council shall fix, by Ordinance, the days and time of the regular meetings.

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

Section 1 – Findings - The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2 – Regular Meetings – The dates for all Regular Meetings of the Elgin City Council for calendar year 2021 shall be as follows:

Tuesday, January 5, 2021	Tuesday, July 6, 2021
Tuesday, February 2, 2021	Tuesday, August 3, 2021
Tuesday, March 9, 2021	Tuesday, September 6, 2021
Tuesday, April 6, 2021	Tuesday, October 12, 2021
Tuesday, May 4, 2021	Tuesday, November 9, 2021
Tuesday, June 1, 2021	Tuesday, December 7, 2021

Section 3 – Meeting Time – Each regular meeting of the Elgin City Council shall convene at 7:00PM CST at a location that shall be fixed by Council and posted upon the agenda of said meeting.

Section 4 – The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof was discussed and formally acted upon, all as required by the Open Meeting Act.

READ, PASSED, and ADOPTED on first reading this 15th day of December, 2020.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

AMELIA SANCHEZ, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Adjourn into Executive Session pursuant to Section §551.074 Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to-wit: possible interim appointment(s) to vacant Ward 3 Council seat(s)

DEPARTMENT: City Council

PROPOSED ACTION:

Consider information presented in Executive Session.

BACKGROUND:

Under Texas Open Meetings law, there are seven exceptions that generally authorize closed meetings, also known as “Executive Sessions.” The exceptions include discussions involving: (1) purchase or lease of real property; (2) security measures; (3) receipt of gifts; (4) consultation with attorney; (5) personnel matters; (6) economic development; and (7) certain homeland security matters. However, any and all final actions, decisions, or votes of the Elgin City Council related to such Executive Session items will be made in an open meeting

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consider information presented in Executive Session; and direction to staff, if any, as appropriate.

ATTACHMENTS:

None.

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

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