AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 1, 2021
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the 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. **Public Hearing On An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone As R-3 Single Family, Two Family, And Industrialized Housing District, The Property Being Approximately 0.48 Acres Of Land And Being Described In Exhibit "A", Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

   Documents:

   PUBLIC HEARING COUNCIL COVERSHEET.PDF

2. **Public Hearing On A Specific Use Permit For The Continuation And Enlargement Of A Childcare Center At Property Located At 1512 & 1520 N. Ave. C (FM 1100).**

   Documents:

   PUBLIC HEARING COVER SHEET.PDF

VI. PUBLIC COMMENT

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

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

VII. PRESENTATION

1. **Winter Storm Appreciation Letters – Mayor Ramirez**

   Documents:

   EX SUMMARY - RAMIREZ ITEM.PDF

VIII. CITY MANAGERS REPORT

1. **Revised Quarterly Investment Reports – 1st And 2nd Quarter Fiscal Year 2020-21**

   Documents:

   01 EXEC SUM. REVISED QUARTERLY INVESTMENT REPORTS 1ST AND 2ND.PDF
   02 REVISED 1ST QUARTER INVEST REPORT FY 2021.PDF
   03 REVISED 2ND QUARTER INVESTMENT REPORTS.PDF

2. **Presentation Of The Proposed 2021 City Of Elgin Five-Year Capital Improvement Plan**

   Documents:

   EXSUMMARY - 5YRCP PRESENTATION.PDF

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

Documents:

EXSUMMARY - GENERAL ACTIVITY REPORT.PDF

IX. CONSENT AGENDA

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

1. **City Council Meeting Minutes - May 17, 2021 And May 18, 2021.**

- City Council Special Meeting Minutes - May 17, 2021
- City Council Regular Meeting Minutes - May 18, 2021

Documents:

EXSUMMARY SHEET MINUTES.PDF
5-17-21 SPECIAL MEETING MINUTES.PDF
05-18-21 CITY COUNCIL REGULAR MEETING MINUTES.PDF

X. NEW BUSINESS

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

Documents:

EXSUMMARY - MAYOR PRO TEM.PDF

2. **AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS R-3 SINGLE FAMILY DWELLING DISTRICT, THE PROPERTY BEING APPROXIMATELY 0.4800 ACRES OF LAND AND BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

Documents:

COUNCIL COVERSHEET.PDF
REZONING COMBINED PACKET.PDF

3. **AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR THE CONTINUATION AND ENLARGEMENT OF A CHILDCARE CENTER AT PROPERTY LOCATED AT 1512 AND 1520 N. AVENUE C (ELGIN WEST COUNTRYSIDE, LOT 10, ACRES 1.105 & LOT 11, ACRES 1.076), CITY OF ELGIN, BASTROP COUNTY, TEXAS BEING MORE DISCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

Documents:

COUNCIL COVER SHEET.PDF
SPECIFIC USE COMBINED PACKET.PDF

4. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.**

Documents:

EXSUM AUTHORIZE AGREEMENT WITH BASTROP COUNTY.PDF
RES AUTHORIZING AGREEMENT WITH BASTROP COUNTY WITH EXHIBIT A.PDF

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

COUNCIL COVERSHEET.PDF
RESOLUTION.PDF
911 DATABASE ILA_CITY OF ELGIN_BASTROP COUNTY_COMBINED AGREEMENT.PDF

6. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING A MASTER SIGNAGE PLAN FOR WALMART LOCATED AT 1320 W. U.S. HIGHWAY 290 (FRONTIER CROSSING SUBDIVISION, LOT 1, ACRES 17.9877).**

Documents:

COUNCIL COVERSHEET.PDF
MASTER SIGN PLAN RESOLUTION.PDF
EXHIBIT A RESOLUTION FOR SIGNAGE MASTER PLAN.PDF

7. **County Line Road Safety – Councilmember Ibis**

Documents:

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

XIV. ADJOURMENT

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

I, Amelia Sanchez, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, May 28, 2021 in accordance with Chapter 551 of the Texas Government Code.

_____

Amelia Sanchez, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public hearing on an ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013 and making this amendment a part of said official zoning map, to wit: to rezone as R-3 Single Family, Two Family, and Industrialized Housing District, the property being approximately 0.48 acres of land and being described in Exhibit "A", attached hereto and providing a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the requested ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013 and making this amendment a part of said official zoning map, to wit: to rezone as R-3 Single Family, Two Family, and Industrialized Housing District, the property being approximately 68.992 acres of land and being described in Exhibit "A", attached hereto and providing a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND:

The Planning & Zoning Commission held the first of two public hearings on the requested rezoning on May 24, 2021.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive public comments regarding this issue.

ATTACHMENTS:

None

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Public hearing on a Specific Use Permit for the continuation and enlargement of a childcare center at property located at 1512 & 1520 N. Ave. C (FM 1100).

DEPARTMENT: Development Services.

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the requested Specific Use Permit so a childcare center can continue to operate and be enlarged at a location.

BACKGROUND: The Planning & Zoning Commission held the first of two public hearings on the on May 24, 2021. This is the second of the required public hearings.

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

RECOMMENDATION: Receive public comments regarding this issue.

ATTACHMENTS: None.

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Winter Storm Appreciation Letters – *Mayor Ramirez*

DEPARTMENT: N/A

PROPOSED ACTION:
No Council action proposed by staff; This item has been placed on the agenda at the request of Mayor Ramirez for consideration of the topic as stated.

BACKGROUND:
No additional information available at this time.

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

RECOMMENDATION:
Consideration of Mayor Ramirez's agenda item as stated.

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.
{ } 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: Revised Quarterly Investment Reports – 1st and 2nd Quarter Fiscal Year 2020-21

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept

BACKGROUND: In submitting the 2nd Quarterly Investment Report for FY 2020-21 an error was pointed out that resulted in a correction to the 1st Quarterly Investment Report ending balances for the LOGIC Accounts. To ensure that the proper Quarterly Reports are submitted and reviewed by Council. Both a Revised 1st Quarter and 2nd Quarter Investment Reports are submitted for Council Review. Ending balances in the LOGIC Accounts for the 1st Quarterly Report were corrected and now match the beginning balances for the corresponding accounts in the 2nd Quarter Report.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Review and accept the report as presented.

ATTACHMENTS: Revised 1st Quarter Investment Report FY 2020-21 and
Revised 2nd Quarter Investment Report FY 2020-21

{ } 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.

Revised 1st Quarter Investment Report- Fiscal Year 2021

OPERATING ACCOUNTS -

Financial Institution	Fund	Account Name	Beginning 10/1/2020	Total Deposits / (Withdrawals)	Total Interest	Ending 12/31/2020	Int. Rate
First National Bank							
	99	Main Checking	2,720,417.89	4,173,067.02	7,143.81	6,900,628.72	0.65%
	001	Police Seizure Chapter 59	78.61	-	0.13	78.74	
	072	General - ATS Clearing	16.48	-	0.03	16.51	
	002	USDA Rural Dev	1.01	-	0.01	1.02	
	001	Money Market General Operations	181.22	-	0.30	181.52	
		Sub-toal	2,720,695.21	4,173,067.02	7,144.28	6,900,906.51	
		TOTAL - DEPOSITS	**2,720,695.21**	**4,173,067.02**	**7,144.28**	**6,900,906.51**	

CAPITAL IMPROVEMENT FUNDS

Financial Institution	Fund	Account Name	Beginning 10/1/2020	Total of Deposits / (Withdrawals)	Interest	Ending 12/31/2020	WAM*
Logic		CO Series 2015- Proceeds	1.67	-	-	1.67	1.80%
		CO Series 2016 - Proceeds	2,842,694.71	(457,343.62)	1,020.70	2,386,371.79	1.80%
		CO Series 2019A - Proceeds	1,471,279.76	(372,073.98)	477.81	1,099,683.59	1.80%
		CO Series 2019B(TIRZ) Proceeds	147.57	-	-	147.57	1.80%
		Sub-total	4,314,123.71	(829,417.60)	1,498.51	3,486,204.62	1.80%
		TOTAL - INVESTMENTS	**4,314,123.71**	**(829,417.60)**	**1,498.51**	**3,486,204.62**	
		TOTAL - DEPOSITS AND INVESTMENTS	**7,034,818.92**	**3,343,649.42**	**8,642.79**	**10,387,111.13**	

* Weighted Average to Maturity (WAM)

Signature Charles L. Cunningham

Charles L. Cunningham
Asst. City Manager/ CFO

Revised 2nd Quarter Investment Report- Fiscal Year 2020-21

OPERATING ACCOUNTS -

Financial Institution	Account Name	Ending 12/31/2020	Total Deposits / (Withdrawals)	Total Interest	Ending 3/31/2021
First National Bank					
349,982.48	Main Checking	6,900,628.72	(3,610,542.66)	7,572.61	3,297,658.67
	Police Seizure Chapter 59	78.74	-	-	78.74
	General - ATS Clearing	16.51	-	0.03	16.54
	USDA Rural Dev	1.02	-	-	1.02
	Money Market General Op.	181.52	-	-	181.52
	Sub-total	6,900,906.51	(3,610,542.66)	7,572.64	3,297,936.49
	TOTAL - DEPOSITS	**6,900,906.51**	**(3,610,542.66)**	**7,572.64**	**3,297,936.49**

CAPITAL IMPROVEMENT FUNDS

Financial Institution	Account Name	Ending 12/31/2020	Total Deposits / (Withdrawals)	Total Interest	Ending 3/31/2021	WAM*
Logic Investment Pool						
	CO Series 2015- Proceeds	1.67	-	-	1.67	1.07
	CO Series 2016 - Proceeds	2,386,371.79	2,070,402.20	1,101.80	4,457,875.79	1.07
	CO Series 2019A - Proceeds	1,099,683.59	-	295.42	1,099,979.01	1.07
	General Fund Reserves	-	3,000,000.00	278.53	3,000,278.53	
	Unencumbered Reserves	-	250,000.00	23.23	250,023.23	
	CO Series 2019B(TIRZ) Proceeds	147.57	-	-	147.57	1.07
	Sub-total	3,486,204.62	5,320,402.20	1,698.98	8,808,305.80	1.07
	TOTAL - INVESTMENTS	**3,486,204.62**	**5,320,402.20**	**1,698.98**	**8,808,305.80**	
	TOTAL - DEPOSITS AND INVESTMENTS	**10,387,111.13**	**1,709,859.54**	**9,271.62**	**12,106,242.29**	

* Weighted Average to Maturity (WAM)

Signature

Charles L. Cunningham
Assistant City Manager/CFO

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Presentation of the proposed 2021 City of Elgin Five-Year Capital Improvement Plan

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for the formal presentation of the 2021 City of Elgin Five-Year Capital Improvement Plan (5YRCP) as proposed by the City Manager. (The 5YRCP will be considered for formal adoption at a future date as determined by Council).

BACKGROUND:

Discussed at previous meetings; This presentation was scheduled under the FY2021-22 Budget Development Calendar.

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.

While the 2021 5YRCP will ultimately be considered for formal adoption by Council Resolution, its approval <u>will not</u> constitute an authorization of appropriations.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive and consider the proposed 2021 City of Elgin Five-Year Capital Improvement Plan as proposed by the City Manager; and review same for further, detailed discussion at subsequent Budget Work Sessions.

ATTACHMENTS:

None *(The 5YRCP document will be provided to Council separately and will be available on the City website for viewing by the public).*

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: 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 Meeting Minutes – May 17, 2021 and May 18, 2021.

DEPARTMENT: Administration

PROPOSED ACTION:

Review and approve the City Council Meeting Minutes - May 17, 2021 and May 18, 2021.

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 Meeting Minutes – May 17, 2021 and May 18, 2021.

ATTACHMENTS: City Council Meeting Minutes – May 17, 2021 and May 18, 2021.

{ }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.

MINUTES
ELGIN CITY COUNCIL SPECIAL MEETING
ELGIN PUBLIC LIBRARY CIVIC CENTER COUNCIL CHAMBERS
404 NORTH MAIN STREET
MAY 17, 2021

CALL TO ORDER

Mayor Ramirez called the meeting to order at 6:30 p.m.

ROLL CALL

Present: Ron M. Ramirez, Mayor
Sue Brashar, Mayor Pro Tem
Jessica Bega, Council Member
Mary Penson, Council Member
Arthur Gibson III, Council Member
Susie Arreaga, Council Member
Skyler Maldonado, Council Member
Matthew Callahan, Council Member
Thomas Ibis, Council Member
Forest Dennis, Council Member

Mayor Ramirez states there is a quorum, and that Council Members Gonzalez and Prince are absent.

Staff: Charles Cunningham, Finance Director
Thomas Mattis, City Manager

INVOCATION

Mayor Ramirez asked Council Member Penson to do the invocation.

PUBLIC COMMENTS

Beth Rolingson spoke in support of the bond proposal and stated she had attended the public forum and was very impressed with the forward vision and very enthusiastic over the proposal to expand the parks system. She thanked the Parks Department and the city for enabling the continuance of the family literacy education program during the pandemic.

PRESENTATION

1. Oath of Office for new City Councilmembers.

Mayor Ramirez swore in and administered the Oath of Office to Council Members, Arthur Gibson III, Skyler Maldonado, and Matthew Callahan.

NEW BUSINESS

1. Consideration and Action with Respect to the Proposed Projects for the City's Certificates of Obligations, Series 2021 and other Matters Related to the Certificates.

Mayor Ramirez stated that at this time they would convene into Executive Session and when they returned there might be action taken on this item.

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.

Mayor Ramirez convened into Executive Session at 6:40 pm.

RECONVENE

Mayor Ramirez reconvened into the Special Meeting at 7:37 pm.

Mayor Ramirez stated that there was a petition by a group, Vote Elgin that had gotten enough signatures and that the petition stated that they want all the projects under the CO′s to be put up for public vote. He stated that at tomorrow night′s Council meeting there was to be the final vote on all the projects they had been working on the last 4 ½ months. He stated the petition was legal and they had to follow the law. He stated they had been negotiating with the leaders of the group, and the Council would be looking at passing the projects in the Certificates of Obligation that deal with water and wastewater. He stated all other projects would have to be addressed later, either in a public vote or whatever the City Council decides to do with each of those individual projects.

Mayor Ramirez asked for questions or comments from the Council and being none, he asked for a motion on item #1 under New Business.

Mayor Pro Tem Brashar moved to authorize staff to move forward with taking these Certificates of Obligation Bonds to market tomorrow in the amount of $14,830,000 the amount rolled up because bonding is done in $5000 increments, for strictly water and wastewater items. Council Member Ibis seconds the motion. Motion carried 9-0.

City Manger Thomas Mattis stated for clarification that it was for the projects that had been looked at in the last few months.

ANNOUNCEMENTS

City Manager Thomas Mattis reminded everyone of the Council Meeting tomorrow night.

ADJOURNMENT

Mayor Ramirez adjourned the City Council Meeting at 7:43 pm.

_____
Ron M. Ramirez, Mayor

ATTEST:

_____
Amelia Sanchez, City Secretary

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX COUNIL CHAMBERS
404 NORTH MAIN STREET
MAY 18, 2021

CALL TO ORDER

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

ROLL CALL

Present: Ron Ramirez, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson, Council Member
Jessica Bega, Council Member
Skyler Maldonado, Council Member
Susie Arreaga, Council Member
Thomas Ibis, Council Member
Mathew Callahan, Council Member
Forest Dennis, Council Member

Mayor Ramirez stated there was a quorum and that all members were present.

Staff: Thomas L. Mattis, City Manager
Charles Cunningham, Finance Director
Michael Gonzalez, Public Works Director
David Harrell, Planning Director
Pamela Sanders, HR Director
Amy Miller, Community Development Director
Beau Perry, City Engineer
Chris Noble, Police Chief

INVOCATION

Mayor Ramirez gave the invocation.

PLEDGE OF ALLEGIANCE

Mayor Ramirez led the Pledge of Allegiance and Texas Flag Pledge.

PUBLIC COMMENT

Mayor Ramirez read a comment sent in by email.

I am in strong support of the paving of downtown alleyways. The alleyways are currently in disrepair and in dire need of paving. With the increased density in the historic district these alleyways are seeing more activity from businesses as well as downtown dwellers. In their current neglected condition these areas are becoming dangerous and are becoming a liability to the buildings they service. Buildings once abandoned are now fully renovated and are that the mercy of the poor site management of the alleyways. The repaving of the alleyways will increase the desirability for businesses to occupy the historic district and offer safe pedestrian circulation throughout.

Please keep the paving of the alleyways among the Majority Support Projects.

Thank you,

Jerry Garcia

Co-Owner – 110 S. Main

Rivers Lofts

CITY MANAGERS REPORT

1. Quarterly Investment Report – Second Fiscal Year Quarter 2020-21 January – March 2021.

Stephanie Lippke spoke and stated that the majority of Elgin citizens wanted the water and wastewater treatment issues to be addressed immediately after being informed about the 6.35 million from the 2016 and 2019 bond money that was allocated to the wastewater treatment plant. She stated those funds were never used for that purpose and the City Council had a fiduciary responsibility to ensure funds are allocated to specific projects. She asked that the Council look at the first and second quarter investment reports in their packet and that the money for wastewater was not the 6.3 million anymore, and that there was a huge mistake in the beginning date. She stated that financial reports that are not accurate diminish the public's trust.

Charles Cunningham, Finance Director spoke and stated that there was a misunderstanding about the balance in the 2016 CO's and that the project was started already and incurred almost a million which is what was paid to the engineer and other expenses related to the wastewater plant and that it is in the second quarter report. He stated that his financial analyst did the first quarter and discovered an error in the previous one and this one was the correct copy.

Mayor Ramirez stated that he would like to know what that error was and asked Mr. Cunningham to provide it via email.

2. Departmental Monthly Report – Period Ending April 30, 2021.

There were no questions on the monthly reports.

3. General Activity Report and/or Project Update.

There were no questions on comments for the General Activity Report.

CONSENT AGENDA

1. City Council Regular and Special Meeting Minutes – May 4, 2021 and May 11, 2021.

Mayor Pro Tem Brashar moved to approve the Consent Agenda with exception of typo corrections provided to the City Secretary. Council Member Dennis seconds the motion. Motion carried 9-0.

NEW BUSINESS

1. AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF ELGIN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

Stephanie Lippke spoke and stated that on March 9th and March 23rd she submitted letters to be read in the public comments regarding the use of the certificate of obligation bonds instead of taking these needs to the voters. She stated many citizens had concerns about not getting to vote on these issues and if voters were trusted from the start theses projects would have been voted on in the last election and could have moved forward. She stated the Council needed to reach more citizens and suggested using the water bills to inform citizens of the needs of the city.

Council Member Dennis moved to approve the Ordinance as presented. Mayor Pro Tem Brashar seconds the motion. Motion carried 9-0.

2. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE ISSUANCE OF CITY OF ELGIN, TEXAS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE BONDS; CALLING CERTAIN OBLIGATIONS FOR REDEMPTION; AND AUTHORIZING OTHER MATTERS RELATING TO THE ISSUANCE OF THE BONDS.

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

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN ESCROW AGREEMENT IN THE AMOUNT OF $329,336.27 WITH KB HOME LONE STAR INC, FOR PARTIAL CONSTRUCTION OF IMPROVEMENTS TO COUNTY LINE ROAD PURSUANT TO A COST PARTICIPATION AGREEMENT BETWEEN THE TWO PARTIES DATED JANUARY 29, 2021; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.

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

4. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 99.96 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS CHRISTIAN SURVEY BLOCK 26, ABSTRACT NUMBER 20, BASTROP COUNTY, TEXAS, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mayor Pro Tem Brashar moved to approve the Ordinance as presented. Council Member Dennis seconds the motion. Motion carried 9-0.

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

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

6. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ANNEXING 283.115 ACRES, MORE OR LESS, FOR A LIMITED PURPOSE, WHICH INCLUDES ALL REAL PROPERTY WITHIN THE ALTESSA MUNICIPAL UTILITY DISTRICT (MUD); MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Pro Tem Brashar moved to approve the Ordinance as presented. Council Member Ibis seconds the motion. Motion carried 9-0.

ANNOUNCEMENTS

City Manager Thomas Mattis stated that Amy Miller completed 25 years with the city and that there would be a reception next Tuesday. He stated it would be a come and go thing and he would be sending the Council details.

ADJOURNMENT

Mayor Ramirez adjourned the City Council Meeting at 8:04 pm.

_____
Ron M. Ramirez, Mayor

ATTEST:

_____
Amelia Sanchez, City Secretary

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: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS R-3 SINGLE FAMILY DWELLING DISTRICT, THE PROPERTY BEING APPROXIMATELY 0.4800 ACRES OF LAND AND BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013 and making this amendment a part of said official zoning map, to wit: to rezone as R-3 Single Family District, the property being approximately 0.48 acres of land and being described in Exhibit "A", attached hereto and providing a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND: Presently a single-family dwelling unit exists on the property. The applicant desires to either remove the present single-family dwelling unit and replace with another single-family dwelling unit or expand the present single-family dwelling unit. Under the current C-3 zoning, the new dwelling unit or expansion of the dwelling unit would not be allowed since it would be a non-conforming use hence the rezoning to R-3 zoning.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this item on May 24, 2021.

ATTACHMENTS:

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

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

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

Development Service Department

STAFF REPORT

Rezoning from C-3 to R-3

Date: April 20, 2021

Applicant: Deyanita Rocha

Representative: SAME

Hearing Dates: Planning & Zoning Commission – May 24, 2021
City Council – June 1, 2021

Location: 335 W. Hwy. 290

APPLICATION SUMMARY

Recommendation of a rezoning of 0.48 acres of land located along the north side of U.S. Hwy 290 (a change to the official zoning map). The proposal is to change the zoning from C-3 Highway Commercial District to R-3 Single Family District.

DEPARTMENT COMMENTS

Presently a single-family dwelling unit exists on the property. The applicant desires to remove the present single-family dwelling unit and replace with another single-family dwelling unit. Under the current C-3 zoning, the new dwelling unit would not be allowed hence the rezoning to R-3 zoning.

STAFF ANALYSIS

In review of the Elgin Comprehensive Plan the parcel is located within the Commercial Land Use category. This category's primary land usage is commercial retail and office, lodging, and entertainment as supporting land uses (see attachment 3) according to the provided map and associated land use language. The proposed zoning category will allow for single family homes as a use by right. When seeking a rezoning, the Commission/Council should consider the uses that could occur on the land by rezoning to another zoning category. The rezoning from commercial to residential fundamentally changes the uses allowed on the land.

C-3 District (Current)	R-1 District (Proposed)
All 104 allowed commercial uses.	
	Detached single-family dwelling.
	Churches, but not including revival tents or arbors.
	Public school offering general educational courses the same as ordinarily given in public schools and having no rooms regularly used for housing and sleeping.
	Public park and playground.
	Library.

	Growing of farm products.
	Municipal use
	Telephone exchanges.
	Home occupations.
	Transportation and utility easements, alleys and rights-of-way
	Accessory building which is not a part of a main building, including one private garage, or accessory building which is a part of a main building, including one private garage.

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

	C-3 (exist. zoning)	**R-3 (prop. zoning)**
Height	50 feet.	2 stories or 35 feet
Front Setback	25 feet.	15 feet; garage at 25 feet
Side Setback	10 feet	7.5 feet for 1 story; 10 feet for more than 1 story
Rear Setback	10 feet if adjoining a dwelling district, otherwise 0 feet.	10 feet
Lot Width	None	60 feet
Lot Area	None	6,000 sq. ft.
Impervious Cover on Lot	None	45% interior; 50% corner.

Based on the information within the packet, staff has no issues or concerns regarding the proposal. The underlying land use is commercial, and the zoning would be residential which technically is not compatible regarding the comprehensive plan. However, the requested downzoning from commercial to residential is being initiated by the applicant (see attachments 1 & 3), consists of an area where one (1) home already exists (see attachment 2 & 3), is a small overall area of 0.48 acres which makes subdivision into more homes difficult (see attachment 1 & 2) due to size of the lot and potential costs to place subdivision improvements such as road and utilities.

ATTACHMENTS

Additional information is provided through attached exhibits.

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

Attachment 1
Application

Created: 1-20-2020

Elgin TEXAS
perfectly situated...

NON-PDD REZONING APPLICATION

Date: 3/24/2021

SITE INFORMATION

Project Address: 335. W. Hwy 290

Parcel Identification Number (if no address):

APPLICANT

Name: Deyanita Rocha

Postal Address: 335 W. Hwy 290
Elgin TX 78621

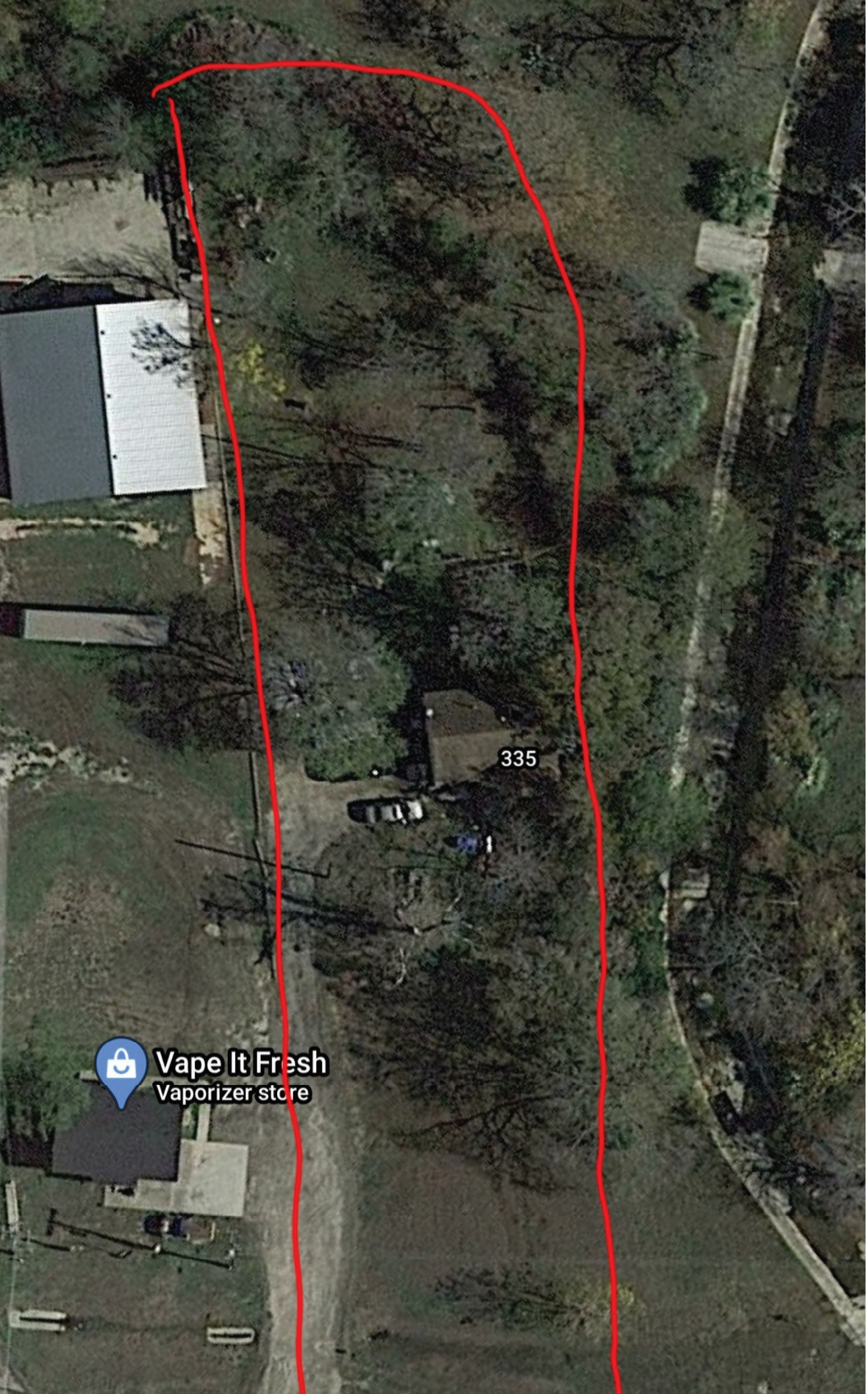
E-Mail Address: dnitagreen@gmail.com ; **Phone Number:** 737-666-5495

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

Signature	Printed Name	Date
Deyanita Rocha	Deyanita Rocha	3/24/2021

Project Description:

I would like to request the zoning of this property from C3 to be zoned to R3


335
Vape It Fresh
Vaporizer store

Attachment 2

Ordinance

ORDINANCE NO. 2021-06-01-____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS R-3 SINGLE FAMILY DWELLING DISTRICT, THE PROPERTY BEING APPROXIMATELY 0.4800 ACRES OF LAND AND BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas to amend the Official Zoning Map to rezone the property described in Exhibit "A" attached hereto and incorporated herein, from C-3 Highway Commercial District to R-3 Single Family Dwelling District, and

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

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on May 24, 2021, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" is R-3 Single Family Dwelling District, and

WHEREAS, on June 1, 2021, after proper notification, the City Council held a public hearing on the requested zoning, and

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

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

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

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is rezoned from C-3 Highway Dwelling District to R-3 Single Family Dwelling District.

II.

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

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

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

READ, PASSED, and **ADOPTED** on first reading this the 1st day of June 2021.

_____

Ron M. Ramirez, Mayor

ATTEST:

_____

Amelia Sanchez, City Secretary

Exhibit "A"

4/15/2021, 9:45:55 AM

Bastrop County Parcels

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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

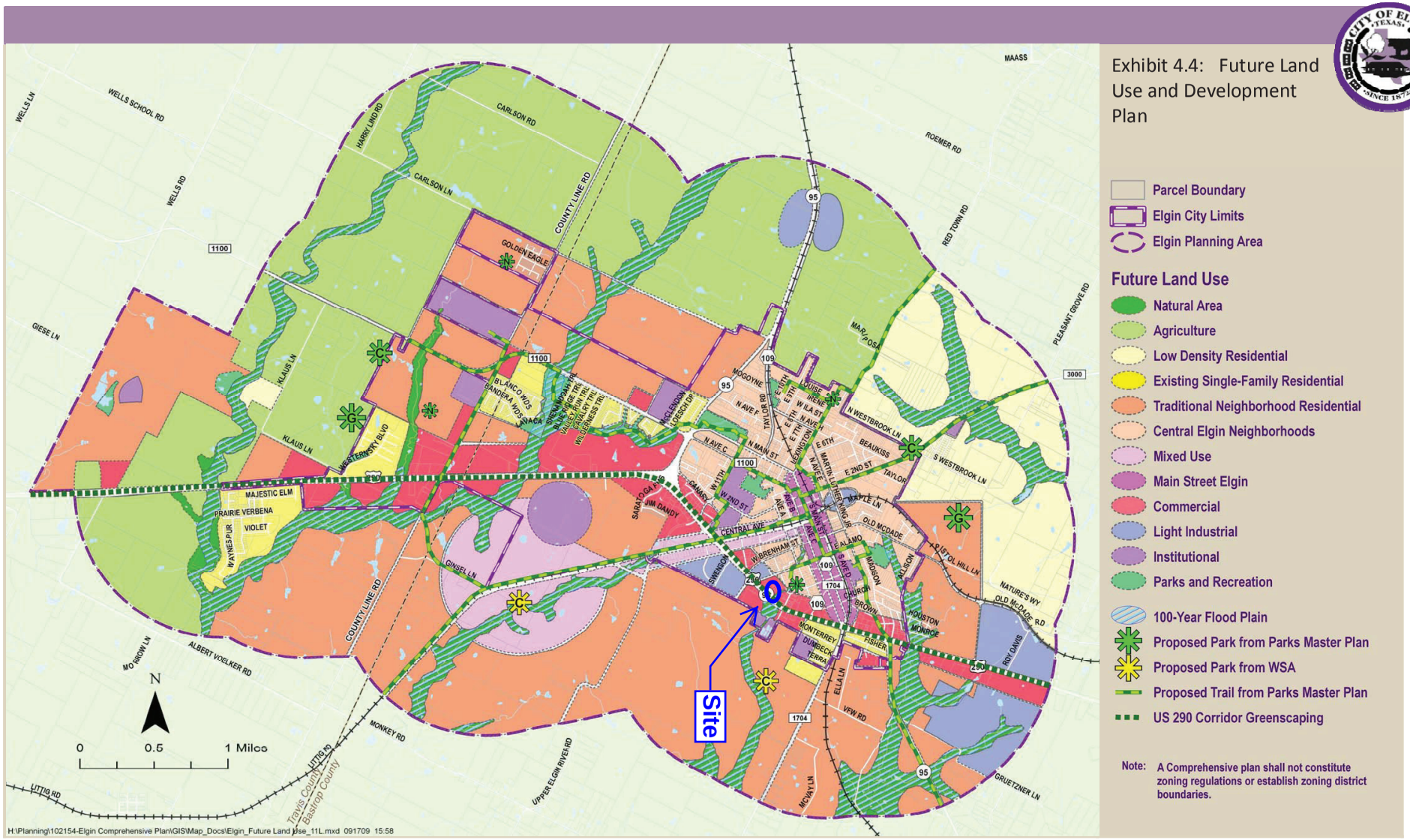
Legal – A59 STANDIFER, ELIZABETH, ACRES 0.4800

Web AppBuilder for ArcGIS

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

Attachment 3

Staff Added Comprehensive Plan Exhibit 4.4



Source: Wilbur Smith Associates, Inc., 2009.

Commercial

General Description: With primary access along US 290 this area is intended to support local and regional businesses that rely on the visibility and access of a major roadway facility. Because highway access is paramount to this district, it is primarily auto-oriented in character and form. However, new commercial should be built to the street edge and provide parking in the back while providing for safe pedestrian access to connect retail uses with surrounding businesses and residential areas. This area is also an important gateway into Elgin and should be aesthetically appealing through the use of high-quality building materials, architectural guidelines, and landscaping requirements.

Transect Zone: Sub-Urban (T3)

Primary Land Use: Commercial retail

Supporting Land Uses: Office, lodging, and entertainment.

Residential Densities: N/A

Form and Character: This area supports large-scale, regional commercial retail, and office uses that require the visibility and accessibility of a major thoroughfare such as US 290. Though this area is by nature auto-oriented, pedestrian and bicycle access should be encouraged by providing safe and attractive bicycle and pedestrian connections between commercial establishments and into surrounding residential areas. Amenities such as bike racks should also be provided at retail and office buildings to accommodate bicycle access for employees and visitors. Buffering between surrounding uses should be accomplished through landscaping rather than fencing or other physical barriers that prohibit access from surrounding residential neighborhoods.

Past development in this area does not represent the character or quality of development that Elgin desires, and as a result, additional architectural standards should be enforced for all future developments along this corridor. Building setbacks should be consistent to maintain a uniform street wall with parking located at the side or back of commercial buildings. Aesthetic standards should include enhancements for landscaping, entrance signs, building form, building materials, and lighting. Access management strategies are also important in order to minimize conflict points and maintain the traffic flow of US 290.

Parks and Open Space: A landscaping or streetscaping treatment along US 290 is desired to improve the aesthetics of the corridor and potentially aid in managing driveway access. Floodplains and surrounding wooded areas should be kept in their natural state to provide a visual break in the commercial landscape.

Attachment 4
Staff Added Zoning Map

Zoning Map

4/15/2021, 9:43:51 AM

Zoning

- R-2 Single Family and Garage Apartment District
- R-3 Single Family, Two-Family and Industrialized Housing District
- C-2 General Commercial District
- C-3 Highway Commercial District
- I General Industrial District
- Bastrop County Parcels

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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

Web AppBuilder for ArcGIS

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR THE CONTINUATION AND ENLARGEMENT OF A CHILDCARE CENTER AT PROPERTY LOCATED AT 1512 AND 1520 N. AVENUE C (ELGIN WEST COUNTRYSIDE, LOT 10, ACRES 1.105 & LOT 11, ACRES 1.076), CITY OF ELGIN, BASTROP COUNTY, TEXAS BEING MORE DISCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance to grant a Specific Use Permit to allow for the extension and enlargement of a child-care center.

BACKGROUND: Under Section 46-138 a childcare center must receive a specific use permit to be placed within this zoning district. The childcare use has existed at the 1512 N. Ave. C location since April 7, 2015 on a specific use as granted by the City Council. A condition of this approval was the life of the specific use was for a period of five (5) years. The applicant has filed a new application to renew the specific use for the 1512 N Ave. C site and expand to the western neighboring lot at 1520 N. Ave. C.

The applicant has provided a site plan for 1512. According to the Appraisal District there is a home that is 3,005 square feet in size. The applicant has provided a survey for 1520. According to the Appraisal District there is a home that is 1,832 square feet in size.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: The Planning and Zoning Commission recommended approval of this item on May 24, 2021.

ATTACHMENTS: Planning & Zoning Commission Staff Report, Specific Use Application, Ordinance with Exhibit "A", Staff Added Zoning Map, Applicant Site Plan & Survey.

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

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

Development Services Department

STAFF REPORT

Application for Specific Use Permit

To allow continuation & enlargement of childcare center.

Date: April 20, 2021

Applicants: Jackie Mabry and James Mabry

Representative: SAME

Hearing Dates: Planning & Zoning Commission – May 24, 2021
City Council – June 1, 2021

Location: 1512 & 1520 N. Ave. C

APPLICATION SUMMARY
Recommendation of the Planning & Zoning Commission and consideration (action) for City Council of a Specific Use Permit to allow for the continuation of a childcare center at 1512 N. Ave. C. and the potential to enlarge the childcare use at 1520 N. Ave. C.

DEPARTMENT COMMENTS
Under Section 46-138 a childcare center must receive a specific use permit to be placed within this zoning district. The childcare use has existed at the 1512 N. Ave. C location since April 7, 2015 on a specific use that granted by the City Council. A condition of this approval was the life of the specific use was for a period of five (5) years. The applicant has filed a new application to renew the specific use for the 1512 N Ave. C site and expand to the western neighboring lot at 1520 N. Ave. C.

The applicant has provided a site plan for 1512. According to the Appraisal District there is a home that is 3,005 square feet in size. The applicant has provided a survey for 1520. According to the Appraisal District there is a home that is 1,832 square feet in size.

STAFF ANALYSIS
Staff has issues and concerns with only the expansion of the proposed childcare center on 1520 N. Ave. C. In review of the 10th edition of the ITE Trip Generation Manuel a single-family home only generates 2.33 number of trips (1.34 AM & 0.99 PM) per household while a child (day) care generates 32.19 number of trips per 1,000 sq. ft of gross floor area (GFA) (21.07 AM & 11.12 PM). The expansion of the childcare facility will add trips onto a roadway system where additional residential development, such as the 272 lot Peppergrass development, is occurring and adding their trips (see attachments 3 & 4). This will result in more traffic onto N. Ave C.

The childcare use itself is commercial in nature and is allowed within any of our commercial zoning as a use by right. The underlying zoning is R-1 Single Family Dwelling District with other residential zoning in the immediate area (See attachment 3). Although a specific use was granted in 2015 for the 1512 N. Ave. C site, the expansion of the use onto 1520 N. Ave. C site would enlarge a commercial use (childcare center)

within a residential zoning district and in an area with residential zoning (See attachment 3). At a certain point it may become an over commercialization of the area.

The present commercial use (childcare center) at 1512 N. Ave. C is already existing and predates some of the newer residential development. Also, the number of trips is already impacting that area. None of this would change with extending the specific use for 1512 N. Ave. C., especially if a square footage maximum encompassing the buildings was placed on this lot as a condition of approval, if desired by the Commission or Council.

Originally the City Council imposed a five (5) year limit on the specific use. Staff has no issue or concern with a similar imposition of time on the applicant, if desired by the Commission or Council.

As part of that request the Commission/Council may pass any requirements, conditions, or safeguards as needed to protect adjacent property in accordance with Section 46-138, City Code.

Staff would suggest the following conditions if the Commission/Council decide to approve the project.

1. The 1512 N. Ave C. lot (ELGIN WEST COUNTRYSIDE LOT 11) is restricted to a maximum 3,005 square feet of gross floor area (GFA). GFA is defined as the amount of heated and cooled square footage of all total on-site buildings, and

2. The specific use is granted for a maximum five (5) years from the date of Council approval.

3. That the enlargement of the childcare center onto 1520 N Avenue C (ELGIN WEST COUNTRYSIDE, LOT 10) is not allowed under this approval.

ATTACHMENTS
Additional information is provided through attached exhibits.
1. Application.
2. Ordinance.
3. Staff added zoning map.
4. Applicant site plan and survey.

Attachment 1
Application

Created: 1-20-2020

Elgin TEXAS
perfectly situated...

SPECIFIC USE APPLICATION

Date: 10/6/2020

SITE INFORMATION

Project Address: 1512 N. Ave C, Elgin, TX 78621

Parcel Identification Number (if no address): _____

APPLICANT

Name: Jackie Mabry / James Mabry

Postal Address: 120 Mabry Lane, Elgin, TX 78621

E-Mail Address: mabryjackie@ymail.com; **Phone Number:** 512-914-0965

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

Signature	Printed Name	Date
Jackie Mabry / James Mabry	Jackie Mabry / James Mabry	10/6/2020

Project Description:

At this time, we want to renew our Specific Use permit. We would also like to add the property next door, 1520 N. Ave C, just in case we decide to expand in the future.

Attachment 2

Ordinance

ORDINANCE NO. 2021-06-01-_____

AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR THE CONTINUATION AND ENLARGEMENT OF A CHILDCARE CENTER AT PROPERTY LOCATED AT 1512 AND 1520 N. AVENUE C (ELGIN WEST COUNTRYSIDE, LOT 10, ACRES 1.105 & LOT 11, ACRES 1.076), CITY OF ELGIN, BASTROP COUNTY, TEXAS BEING MORE DISCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of Elgin, Texas for a Specific Use Permit to allow for the continuation and enlargement of a childcare center at the property described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the City Council has submitted the application to the Planning and Zoning Commission for its recommendation and report; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on May 24, 2021, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended approval with conditions of a specific use permit allowing for the continuation and enlargement of a childcare center at the property; and

WHEREAS, on the June 1, 2021, after proper notification, the City Council held a public hearing on the requested application, and

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

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

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

I.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals and policies of the City of Elgin's Comprehensive Plan and further finds that enactment of this Ordinance is not inconsistent with or in conflict with any other polices or provisions of the Comprehensive Plan and the City's Code of Ordinances.

II.

The Zoning District for the Property shall remain R-1 Single Family District, and the Ordinance granting a Specific Use Permit for the specific use on the property of Child Care Center is hereby adopted with the conditions that (1) The 1512 N. Ave C. lot (ELGIN WEST COUNTRYSIDE LOT 11) is restricted to a maximum 3,005 square feet of gross floor area (GFA). GFA is defined as the amount of heated and cooled square footage of all total on-site buildings, and (2) the specific use is granted for a maximum five years from the date of Council approval, and (3) that the enlargement of the childcare center onto 1520 N Avenue C (ELGIN WEST COUNTRYSIDE, LOT 10, ACRES 1.105) is not allowed under this approval, this Ordinance is adopted.

III.

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

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

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

READ, **PASSED**, and **ADOPTED** on first reading this the 1st day of June 2021.

_____
Ron M. Ramirez, Mayor

ATTEST:

_____
Amelia Sanchez, City Secretary

ELGIN WEST
COUNTRYSIDE, SECTION I
PHASE 2

:SE PRESENTS

11 acres of land out of the Jonathan Burleson Survey
to me by deed recorded in Volume 279, Page 509 of
reby subdivide said tract in accordance with the
sements or restrictions heretofore granted, to
ECTION 1, PHASE 2, and do hereby dedicate to the
ments as shown hereon.

lay of April 1980, A.D.

a notary public in and for said county and state,
rry Akin, Trustee known to me to
l to the foregoing instrument of writing, and
e same in such capacity as the act and deed for
n expressed.

this the 4th day of April, 1980 A.D.

County, Texas

dge, Bastrop County, Texas, do hereby certify that
, 1980, A.D. the Commissioners Court of
authorizing the filing for record of this plat that
e minutes of said Court in Book

strop County, Texas

day of APRIL, 1980 A.D. at 10 o'clock

unty, Texas

and for the County and State aforesaid, do hereby
ment of writing with its certificate of
my office on the 14 day of APRIL
recorded on the APRIL 14 1980 2079,
s of said County in Plat Cabinet 1 Pages 178 B

the date last written above

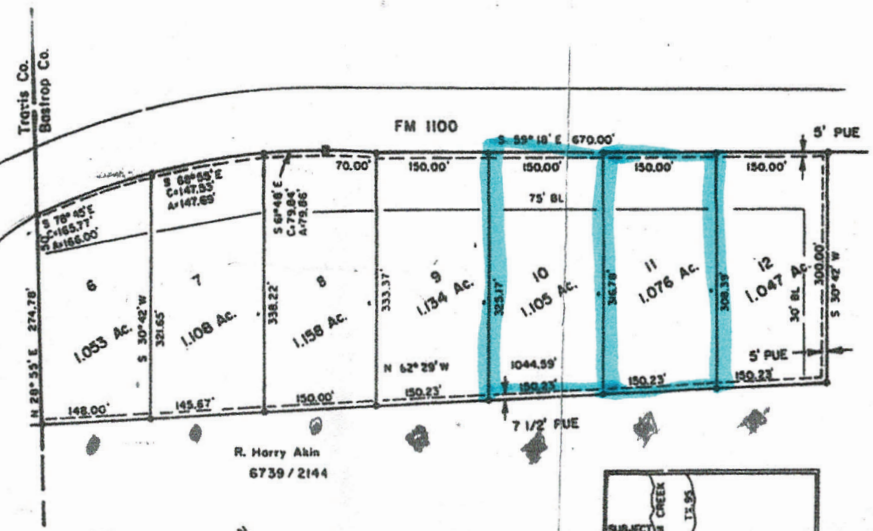
unty, Texas

ommissioners Court of Bastrop County, Texas, it is
reets, roads or other public thoroughfares or any
ded on such streets, roads, or other public
ity of the Owner and/or developer of the tract of
a subdivision road becomes a mail route and a
ity Road.

STATE OF TEXAS
LARRY C. ROBERTS
3/15/
REGISTERED PROFESSIONAL LAND SURVEYOR

All improvements must meet the requirements of the Bastrop County Flood Plain and Private Sewage Facility Ordinances.

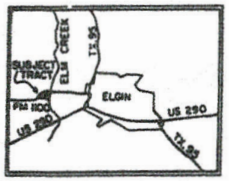
COUNTY COURT OF BASTROP COUNTY, TEXAS



Scale:
1" = 100'

■ Iron Pin Found
● Iron Pin Set

Curve Data
Δ = 65° 36'
T = 616.1
A = 1093.0
R = 914.93'



LOCATION MAP

Easement Note:

A five (5') foot P.U.E. is reserved on all side lot lines where required extending from the back property line to within 50 feet of the front building line.

HOLFORD & CARSON
DEVELOPMENT CORPORATION

HUNTER ASSOCIATES, INC.
CONSULTING ENGINEERS
DALLAS, HOUSTON, AUSTIN

Drawn By: C.A.J.	Designed By:
Checked By: C.W.S.	Approved By: L.C.R.
Job Number:	Sheet of
Date: Mar. 1980	

178 B

Exhibit "A"

Attachment 3
Staff Added Zoning Map

Zoning Map

4/15/2021, 2:41:45 PM

Zoning

- R-1 Single Family
- R-3 Single Family, Two-Family and Industrialized Housing District
- PDD Planned Development District
- A Multiple Family Residentail District
- C-1 Neighborhood Shopping District
- Travis County Parcels
- Bastrop County Parcels

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

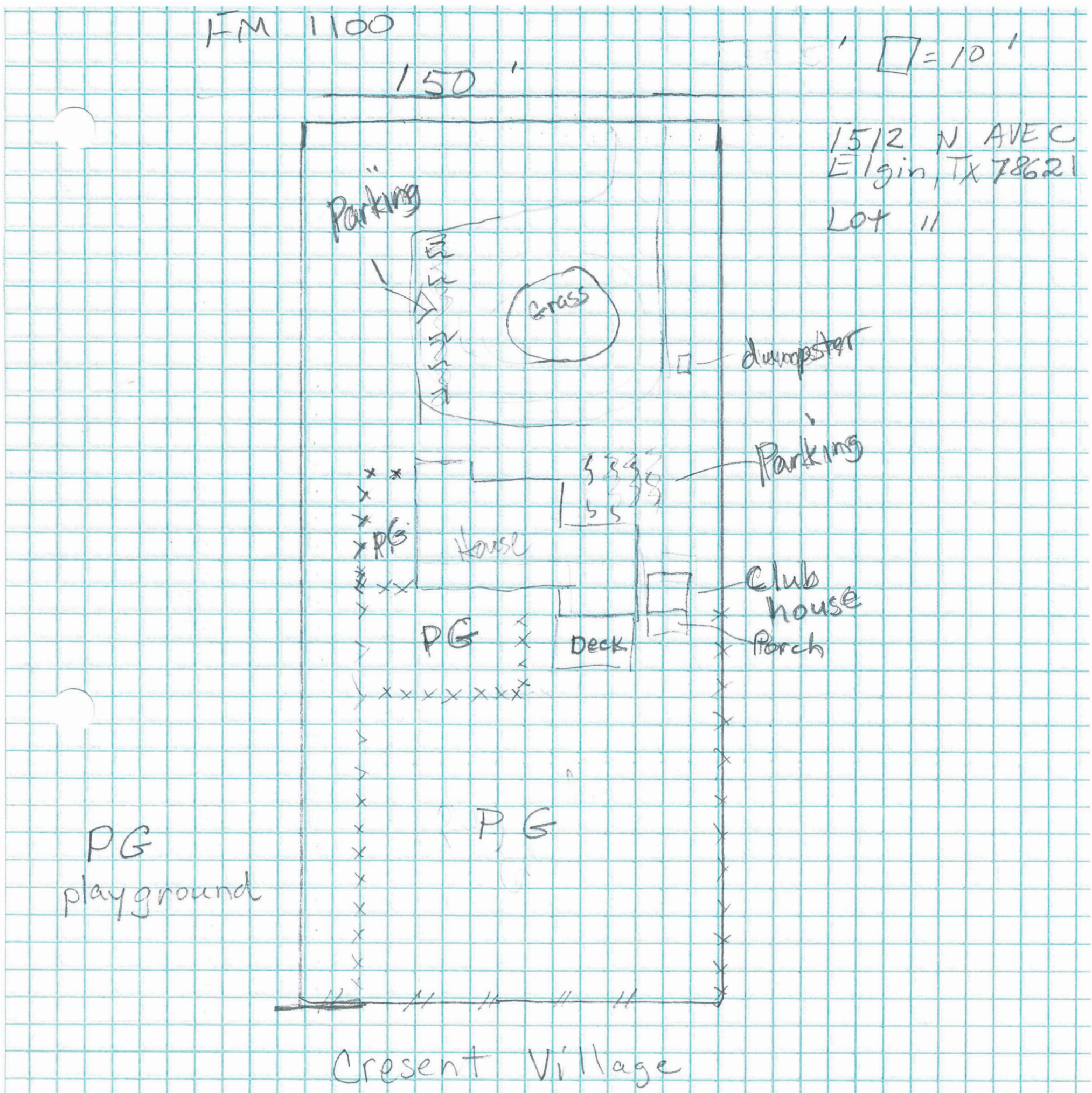
Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, TRC GIS, City of Elgin

Web AppBuilder for ArcGIS

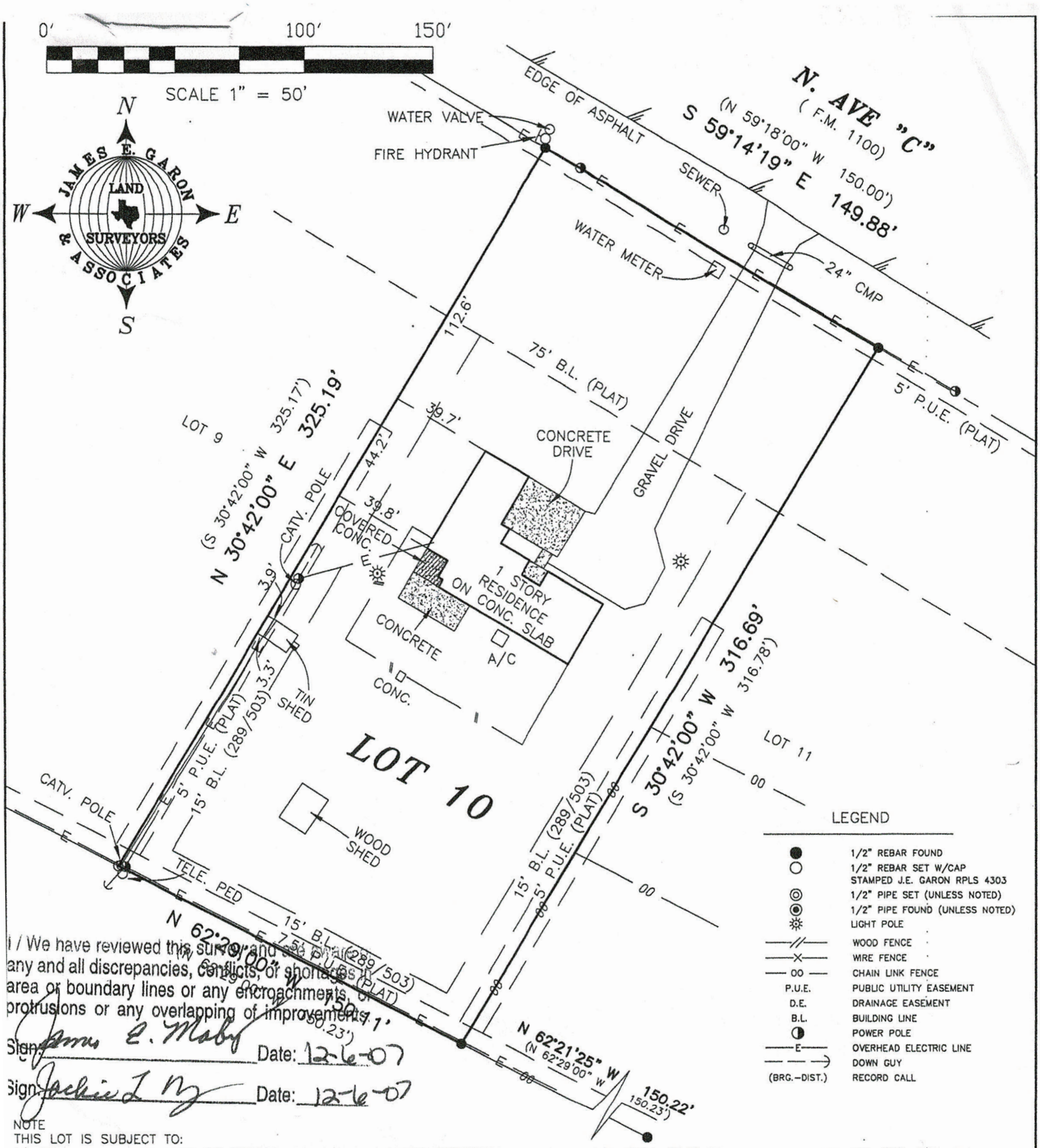
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c) OpenStreetMap contributors | TRC GIS,

Attachment 4
Applicant Site Plan & Survey

1512 N. Ave C. Existing Site Plan



1520 N. Ave. C Survey



I / We have reviewed this survey and see no any and all discrepancies, conflicts, or shortages in area or boundary lines or any encroachments, or protrusions or any overlapping of improvements.

Sign: James E. Maby Date: 12-6-07

Sign: Jackie L. M Date: 12-6-07

NOTE

THIS LOT IS SUBJECT TO:

1.) RESTRICTIVE COVENANTS OF RECORD AND ANY EASEMENTS RECORDED IN; CAB. 1, PG. 178A, PLAT RECORDS, VOL. 289, PG. 503, VOL. 301, PG. 130, VOL. 303, PG. 601, DEED RECORDS AND VOL. 527, PG. 404, OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS.

THIS LOT IS NOT SUBJECT TO:

1.) CHANNEL EASEMENT GRANTED TO THE STATE OF TEXAS, RECORDED IN VOL. 140, PG. 491-492, AND IN VOL. 144, PG. 97, DEED RECORDS OF BASTROP COUNTY, TEXAS.

2.) ELECTRIC TRANSMISSION OR DISTRIBUTION LINE EASEMENT GRANTD TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOL. 99, PG. 316, AND VOL. 132, PG. 15, DEED RECORDS OF BASTROP COUNTY, TEXAS.

TO THE OWNERS, LIENHOLDERS AND BASTROP ABSTRACT COMPANY

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

STATE OF TEXAS REGISTERED

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

DEPARTMENT: Police Department

PROPOSED ACTION: Authorize Mayor to Execute the Agreement as presented.

BACKGROUND:

For a few months now, the Telecommunications Division of the Police Department has been short-handed (2 vacant positions out a total of 5) requiring an unprecedented amount of overtime for not only current dispatchers but on occasion, pulling police officers off the street to fill in. As a stop gap measure, Bastrop County has recently been providing dispatching services on a daily fixed schedule (from 6:00 pm. to 6:00 am.) This arrangement has proven satisfactory in minimizing overtime and normalizing dispatching operations. Based on this experience and the availability of Bastrop County to continue to provide this service, it is in the best interest of the City at this time to formalize the arrangement by entering into an Agreement for such services with Bastrop County. A short-term Agreement that covers a period from the present time to October 1st, (the beginning of the new fiscal year) has been drafted for consideration by the City Council.

BUDGET/FINANCIAL IMPACT:

Approval of this Agreement will result in more reliable service at a net cost savings due to accrued and anticipated salary savings through the term of the Agreement.

RECOMMENDATION: Recommended for acceptance

ATTACHMENTS: A copy of the Resolution authorizing the Agreement between Bastrop County and the City including a copy of the Agreement contained in Exhibit A.

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

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

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 A SERVICE AGREEMENT WITH BASTROP COUNTY TO PROVIDE DISPATCHING SERVICES TO THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the public health and safety of the citizens of Elgin depend at least in part on the constant availability of dispatching services for its Police Department; and

WHEREAS, staffing for round the clock dispatching services currently provided by the Police Department is challenging due to difficulties in maintaining certified permanent staff; and

WHEREAS, Bastrop County is in a position to provide and is currently providing supplementary dispatching services to the City to cover gaps occasioned by limited staffing; and

WHEREAS, both Bastrop County and the City of Elgin desire to establish a fixed schedule for this arrangement by entering into an Agreement to formalize said arrangement; and

WHEREAS, the terms and conditions of the proposed scope of services to be provided are documented in the "Agreement For Emergency Communications Services Between Bastrop County and the City of Elgin", attached hereto as Exhibit A;

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

The City Council approves entering into the Agreement for Emergency Communications Services with Bastrop County as shown in Exhibit A and that the Mayor is authorized on behalf of the City to execute said Agreement which is incorporated herein for all purposes and Bastrop County shall provide said services as described therein.

APPROVED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS 1st DAY OF JUNE, 2021.

BY:

_____

Ron Ramirez, Mayor

ATTEST:

_____

Amelia Sanchez, City Secretary

EXHIBIT A

AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF ELGIN

This Agreement ("Agreement"), effective on _____, by and between Bastrop County (the "County"), and the City of Elgin, Texas (the "City"), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (to be collectively referred to herein as the "Parties," and individually as "Party").

WHEREAS, the County of Bastrop and the City of Elgin agree that the availability of police emergency call taking and dispatching services to the City of Elgin, the City's Police Department, and its citizens is beneficial to the health and welfare of the citizens of the City and County; and

WHEREAS, Bastrop County has the proper facilities, equipment, training, and personnel necessary to receive police and assistance requests made by the citizens of the City of Elgin and Bastrop County, and further has the ability to then dispatch City of Elgin Police personnel to respond to such requests; and

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF ELGIN, BY AND THROUGH THE BASTROP POLICE DEPARTMENT, AND BASTROP COUNTY DO HEREBY AGREE AS FOLLOWS:

ARTICLE I
DEFINITIONS

As used in the Agreement, the following terms will be defined as follows:

AGREEMENT means this contract between the City and the County related to provisions of dispatching services to the City of Elgin Police Department.
EMERGENCY COMMUNICATIONS SERVICES means the services provided by Bastrop County to the City and the City's Police Department under this Agreement.
BASTROP COUNTY TELECOMMUNICATIONS OPERATOR(S) means the person(s) employed by Bastrop County and trained to process emergency calls and dispatch calls to the City of Elgin Police personnel, pursuant to this Agreement.

ARTICLE II
MUTUAL AGREEMENT OF THE PARTIES

The parties agree to the operation of the Bastrop County Emergency Communications Services, described herein, in furtherance of the Parties' goals to protect the health, safety, and welfare of the residents of the City and the County, and that this service could not be similarly furnished to these citizens by other individuals or entities without this Agreement, and that this service by the County constitutes a public service by a governmental entity with immunity for the City and the County, their employees, agents, contractors, representatives, personnel being invoked to the full extent applicable under the laws of the State of Texas.

The Parties hereby agree and acknowledge that in order to perform the duties envisioned by the terms of the Agreement, the County must employ and train telecommunications operators to meet the emergency communications needs of the City of Elgin Police Department. The Parties further agree that the County will use the payment made by the City pursuant to this Agreement only to pay the salary and benefits provided to Bastrop County Telecommunications Operator(s) and the costs of providing such services.

The Parties agree that at least once a month throughout the duration of the Agreement, beginning one (1) month after the effective date, the City of Elgin Chief of Police will meet or otherwise communicate with the Bastrop County Emergency Communications Director to discuss and determine whether the emergency communications services provided under this Agreement to the City have been sufficient and satisfactory.

The Parties agree that the scheduling and assignment of the Bastrop County Tele-communicators shall be controlled solely by Bastrop County, provided that emergency communications services shall be provided to City of Elgin Police Department and on a continuous, twelve (12) hours per day, seven (7) days per week, basis.

ARTICLE III
OBLIGATIONS OF THE COUNTY

Bastrop County through the employees, contractors, agents and/or personnel, agrees to provide emergency communications services to the City of Elgin Police Department and in response to requests placed by the citizens of Bastrop County, and the City of Elgin, as follows:

1) The County agrees to budget and staff the Emergency Communications Center with a sufficient number of positions for the term of this Agreement and to provide emergency communications services for the City of Elgin Police Department and on a continuous 12 hours per day, seven (7) day per week basis, from 6:00 PM to 6:00 AM.

2) Bastrop County will train its Tele-communicators in basic emergency communications operations and services, and will further train its Tele-Communicator in procedures related to emergency communications requirements and procedures concerning police and record keeping for same;

3) The parties acknowledge and agree that the Bastrop County Tele-communicators have employment responsibilities and duties to address citizens requests for the County in addition to those required for emergency communications services to the City of Elgin Police and;

4) The Bastrop County Tele-communicators will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the City of Elgin;

5) The Bastrop County Tele-communicators will dispatch City of Elgin Police and personnel, according to their training, instruction, procedures and policies, agreed upon by the City of Elgin Chief of Police and Bastrop County, in accordance with generally excepted industry standards;

6) The County will be solely responsible for scheduling and maintaining a twenty-four (24) hour, seven (7) days per week, communication/dispatch center to receive requests for service and dispatch City of Elgin Police and personnel to respond to service request, at all times during the term of this Agreement and any extensions thereof, beginning immediately after the effective date noted in this Agreement;

7) The County shall provide and pay all costs associated with the purchase and/or installation of all radio communication equipment to be located at the Bastrop County Communications Center, which the City and the County agree is sufficient for emergency communications between the Bastrop County Communications Center and the City of Elgin Police Department. The required equipment shall remain the property of the County and may be removed by the County, at its sole expense, in the event of expiration or termination of the Agreement;

8) Unless otherwise required by law, no information regarding service requests dispatched by the County will be given to third parties, without consent of the City of Elgin Police Department or;

9) The Parties acknowledge and agree that the services to be provided by the County under this Agreement are contingent upon service demands, public convenience, and existing needs and necessity of the citizens of Bastrop County and the City of Elgin, and that if such demands change in the future, amendments to this Agreement may be required;

10) At the discretion of the Elgin City Manager, the City of Elgin Chief of Police will act as the City's contact and contract administrator concerning this Agreement;

11) Bastrop County agrees to provide the City of Elgin Police Department with access to computerized records, reports, literature, and/or documentation that memorialize the services provided by the County under this Agreement and conformance with the County's requirements, the City's requirements, and/or any other applicable regulatory requirements;

12) All emergency communications calls dispatched by the County to the City shall be dispatched on frequencies approved by the City, unless it is not possible to do so because of emergency circumstances;

13) The County shall provide, at no additional cost to the City, all emergency communications training required by any Bastrop County employees, contractors, representatives, agents, or personnel who act as Bastrop County Tele-communicators pursuant to this Agreement;

14) The Parties agree that all telephone lines into the Bastrop County Communications Center remain the property of the entity that purchases and initiates service of the lines. Each respective entity shall be responsible for all maintenance on their respective telephone lines;

15) The Parties agree that in the event the Bastrop County Communications Center is relocated from its current location, during the term of this Agreement or any extension to such term, the parties shall work together to coordinate the equipment relocation and emergency communications services transition in a manner that ensures minimal disruption or alteration of all emergency communications services.

ARTICLE IV
OBLIGATIONS OF THE CITY

The City of Elgin, through its Police Department, employees, contractors, agents, and/or personnel, agrees to receive Emergency Communications Services from Bastrop County in response to requests placed by the citizens of Bastrop County and the City of Elgin, as follows:

1) The City agrees to provide and maintain all communications equipment necessary to receive radio communications from the Bastrop County Communications Center, and for communicating with the Bastrop County Communications Center and between the City's personnel.

2) The City is responsible for purchasing, maintaining, and repairing the City of Elgin Police Department's mobile and portable communications equipment including pagers and computers.

3) The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claims resulting from the City's warrants being entered into TCIC/NCIC.

ARTICLE V
COMPENSATION

As compensation from the Emergency Communications Services provided by the County, pursuant to the terms of this Agreement, the Parties agree to the following:

1) The City agrees to pay the County the sum of **Thirty-three dollars ($33.00) per hour for the services provided to the City for the term of this Agreement.** It is the intent of the Parties that the County will bill for 12 hours per day for one (1) FTE for services to be provided under this agreement. Payments by the City shall be due and payable on or before the 15th calendar day of each month, in a monthly pro-rated amount, unless the Parties agree to a modification in compensation for a month-to-month extension of services.

2) The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve at a minimum the Bastrop County Judge, the Bastrop County Communications Center Director, and the City of Elgin Chief of Police. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Term of Agreement, Termination, and Renewal. This Term of this Agreement shall be from **June 1, 2021 until October 1. 2021.** It may not be terminated or cancelled without the consent of both Parties. It is the intent of the Parties to consider renewal of this Agreement with extended service by the County and additional payment conditions by the City by the end of the Agreement period.

Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under the Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer Period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand at the opposing Party or Parties when such settlement is unfavorable to it in the judgment of either Party hereto.

Severability. The provisions of the Agreement are severable, and if any provision or part of the Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be void, invalid or unenforceable for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons or circumstances shall not be affected thereby.

Modification. This Agreement shall be subject to change, amendment or modification only with the mutual consent of the city and the county. All modifications shall be memorialized in writing between the Parties.

Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the City are and shall remain as follows:

Bastrop County
Bastrop County
Attn: Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

Bastrop County Communications Director
Bastrop County Courthouse
804 Pecan Street
Bastrop, Texas 78602

With copy to: District Attorney
804 Pecan Street
Bastrop, Texas 78602

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

With copy to:
City Attorney of the City of Elgin

Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Captions. The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall never be considered or given any effect construing this Agreement.

Assignment. This Agreement may not be assigned by the County or the City to any other Party without the express written consent of the other Party. Any permitted assignee of the County shall be obligated by contract with the County and the City to honor the County's obligations to the City under the terms of the Agreement.

Successor Rights and Responsibilities. In the event of any occurrence which renders the County incapable of performing under this Agreement, any successor of the County, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of this Agreement. In the event of any occurrence which renders the City incapable of performing under the Agreement, any successor of the City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the Agreement.

Non-Waiver. Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.

Scope of the Agreement. This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.

Indemnity. To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement will indemnify and hold harmless the other Party and their officers, affiliates, representatives, employees, and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party of its officers, employees, or agents.

Release By County. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the County hereby releases, dismisses, and forever, discharges the City Police Department, the city, it's officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the County, which the County may now have or hereafter claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The County agrees to release the City from any and all liability including, but not limited to, the following:

(1) Liability caused by the County's employees, contractors, subcontractors, or agents for all injuries and damage to property of the County, the City or third parties that is caused by the County, it's employees, contractors, subcontractors or agents actions, omissions or negligence, or by the failure of the County, it's employees, contractors, subcontractors or agents to comply at any time with the terms of this Agreement, except that which is caused in the majority by the acts and/or omissions of the City.

(2) Liability for such injuries to the County, it's employees, contractors, subcontractors or third parties, or for damages to the County, it's employees, contractors, subcontractors or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the City.

(3) Liability for any damages to any of the County's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the City.

(4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other use by the City of any equipment, policies, procedures, maps, routing information, or templates provided by the County, except that which is caused in the majority by the acts and/or omissions of the City.

(5) Liability caused by trespass by the County, its employees, agents, contractors, or subcontractors.

Release By City. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the City hereby releases, dismisses, and forever discharges the County, it's officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the city, which the city may now have or here after claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The City agrees to release the County from any and all liability including, but not limited to, the following:

(1) Liability caused by the City's employees, contractors, subcontractors, or agents for all injuries and damage to property of the City, the County or third parties that is caused by the City, it's employees, contractors, subcontractors or agents actions, omissions or negligence or by the failure of the City, it's employees, contractors, subcontractors or agents to comply at any time with the terms of the Agreement, except that which is caused in the majority by the acts and/or omissions of the County.

(2) Liability for such injuries to the City, it's employees, contractors, subcontractors or third parties, or for damages to the City, it's employees, contractors, subcontractors, or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the County.

(3) Liability for any damages to any of the City's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the County.

(4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other used by the County of any equipment, policies, procedures, maps, routing information, or templates provided by the City, except that which is caused in the majority by the acts and/or omissions of the County.

(5) Liability caused by trespass by the City, its employees, agents, contractors, or subcontractors.

Dispute Resolution. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.

Law. The terms and conditions of this Agreement, and the rights and obligations thereunder shall be determined by the laws of the State of Texas. Any suits, causes of action, or claims related to performance, non-performance or interpretation of this Agreement shall be brought in Bastrop County, Texas.

Construction of Agreement. The Parties acknowledge that each, and if it so chooses, it's legal counsel has reviewed the Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

THE CITY OF ELGIN

By:_____
Mayor

Date:_____

ATTEST:

By:_____
City Secretary

BASTROP COUNTY

By:_____
Paul Pape, County Judge

Date:_____

ATTEST:

By:_____
County Clerk

Approved as to form:

_____
Greg Gilleland
First Assistant Criminal District Attorney
Bastrop County, Texas
SBOT #07923050

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on a Resolution authorizing the City Manager to execute an interlocal agreement with Bastrop County to support the 911 Geographic Information System (GIS) Database Management.

BACKGROUND: The Department presently works with the County to send them information which includes sending Ordinances that change the City limits, assigns Council Wards, creates limited purpose annexations, and creates special purpose districts such as Municipal Utility Districts (MUD's). It also sends and coordinates administrative items such as reserving proposed street names, changing of street names, proposed street names for subdivisions, plats, assigning/changing postal addresses, and coordinating GIS between TRC Engineers, Inc. (who handles the City GIS system) and the County for these above stated items.

The County is in the process of working with the Capital Area Council of Government (CAPCOG) to make the initial move to Next Generation 911 (NG9-1-1). They have entered an interlocal agreement with CAPCOG to start this process. This interlocal agreement with the County is the next step for the local governments within the County, including the City, to formalize their dispersal of information to the County. This agreement just formalizes processes we already mostly due with the County. The information we presently do not send to them such as traffic modifications (i.e. designation of one ways and speed limits) can be handled administratively.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Staff recommends approval of the agreement.

ATTACHMENTS: Resolution and Interlocal 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. 2020-06-01-_____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the County has entered an Interlocal Contract for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments ("CAPCOG's Interlocal") to support the Strategic Plan of the Capital Area Emergency Communications District ("CAECD" or "District"), and

WHEREAS, in the CAPCOG Interlocal Contract, the County has agreed to perform several duties including entering and maintaining agreements with all other local governments in the County who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries: and

WHEREAS, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so the City is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the County in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

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 the *Interlocal Agreement to Support 9-1-1 Geographic Information System Database Management* with the County, a copy of which 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. <u>Effective Date</u>. This Resolution shall take effect immediately upon passage.

_____
RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

_____
AMELIA SANCHEZ, City Secretary

BASTROP COUNTY AND CITY OF ELGIN

INTERLOCAL AGREEMENT TO SUPPORT 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT

This Interlocal Cooperation Agreement ("Agreement") is between Bastrop County, a political subdivision of the State of Texas ("COUNTY") and the **City of Elgin**, a home rule municipality and political subdivision of the State of Texas ("PUBLIC AGENCY"). The COUNTY and PUBLIC AGENCY may be referred to individually as "Party" and collectively as "Parties."

Whereas, the COUNTY has entered into an Interlocal Contract for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments ("CAPCOG's Interlocal") to support the Strategic Plan of the Capital Area Emergency Communications District ("CAECD" or "District").

CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District; and

Whereas, in the CAPCOG Interlocal Contract, the COUNTY agreed to perform several duties including entering into and maintaining agreements with all other local governments who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so PUBLIC AGENCY is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the COUNTY in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

Now Therefore, in consideration of the obligations described in this Agreement, and the benefits accrued to the citizens of the COUNTY and PUBLIC AGENCY, the Parties do agree as follows:

Section 1. Purpose

The purpose of this Agreement is to ensure the exchange of data and information between the Parties in a timely manner for the maintenance of the District's 9-1-1 GIS database to help ensure efficient and accurate response to emergency calls and text messages in PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary.

Section 2. Agreement Term

This Agreement becomes effective on the date last signed by the Parties and **ends on September 30, 2021**. This Agreement automatically extends for two (2) 12-month extension periods unless either party terminates this Agreement in accordance with the provisions of this Agreement. The initial term or each extension term may be referred to "Term" under this Agreement.

Section 3. PUBLIC AGENCY Cost

PUBLIC AGENCY is responsible for any and all costs incurred to perform its obligations under this Agreement. The COUNTY will not be responsible for this cost.

Section 4. Project Representatives

4.1 Each Party's Project Representative is authorized to give and receive communications and directions on behalf of their Party. All communications must be addresses to the Party's Project Representative or their designee. Each Party's Project Representative may indicate a designee through email to the other Party's Project Representative. The contact information of the Party's Project Representative is as follows:

COUNTY	PUBLIC AGENCY
Julie Sommerfeld, GIS Manager	David Harrell, Development Services Director
804 Pecan Street, Bastrop TX 78602	P.O. BOX 591 (310 N. Main St.), Elgin, TX 78621
512-581-4012	512-281-0119
julie.sommerfeld@co.bastrop.tx.us	dharrell@ci.elgin.tx.us

4.2 Should the identity of the Party's Project Representative change, each Party will identify a qualified and competent replacement and promptly notify the other Party of the change. No formal amendment is otherwise required for this section.

Section 5. COUNTY Duties

The COUNTY agrees to carry out duties shown in Exhibit A.

Section 6. PUBLIC AGENCY Duties

PUBLIC AGENCY agrees to carry out the duties shown Exhibit B.

Section 7. Confidential and Proprietary Information

All material submitted to the COUNTY becomes public property and is subject to the Texas Public Information Act upon receipt, unless the disclosure is expressly prohibited by law. If PUBLIC AGENCY does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The COUNTY will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If PUBLIC AGENCY fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 8. County Right to Audit

PUBLIC AGENCY agrees representatives of the COUNTY shall have access to, and the right to audit, examine or reproduce, any and all documents of PUBLIC AGENCY related to PUBLIC AGENCY's performance under this Agreement upon COUNTY's advance written notice to PUBLIC AGENCY and scheduling between the Parties. In no event will the COUNTY have the right to inspect records PUBLIC AGENCY deems confidential or proprietary. Audits shall be at the COUNTY's expense.

Section 9. PUBLIC AGENCY Right to Audit

COUNTY agrees representatives of PUBLIC AGENCY shall have access to, and the right to audit, examine or reproduce, any and all documents of the COUNTY's performance under this Agreement upon PUBLIC AGENCY's advance written notice to COUNTY and scheduling between the Parties. In no event will PUBLIC AGENCY have the right to inspect records the COUNTY deems are confidential or proprietary. Audits shall be at PUBLIC AGENCY's expense.

Section 10. Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. COUNTY and PUBLIC AGENCY are independent contractors. The Parties agree and understand that this Agreement does not grant unto the other Party any rights or privileges established for employees of either the COUNTY or PUBLIC AGENCY.

Section 11. Default

A Party to this Agreement shall be in default ("Event of Default") under this Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement; or (b) fails to provide adequate assurance of performance under Section 12.

Section 12. Right to Assurance

Whenever a Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten working days after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

Section 13. Termination for Cause

If either Party commits an Event of Default, the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting Party may terminate this Agreement. The Parties' rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 14. Termination without Cause

Either Party may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party.

Section 15. Dispute Resolution

15.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

15.2 Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the COUNTY and PUBLIC AGENCY agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the said agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. The Parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The COUNTY and PUBLIC AGENCY will share the costs of mediation equally.

Section 16. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

Section 17. Texas Public Information Act

The Parties agree that this Agreement is subject to the Texas Public Information Act and the Act shall control to the extent of any conflict between the terms of this Agreement and the Act.

Section 18. Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code. This Agreement does not require payments from one party to the other. However, to the extent applicable, each party's monetary obligations hereunder are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 19. Assignment

A Party to this Agreement may not assign or transfer its interests under this Agreement.

Section 20. Entirety of the Agreement
This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

Section 21. Jurisdiction and Venue
The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be either in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin, Texas.

Section 22. Severability
If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 23. Notice to Parties
23.1 Notice to be effective under this Agreement must be in writing and received by the Party against whom it is to operate. Notice is received by a party: A) when it is delivered to the Party personally; B) on the date shown on the return receipt if mailed registered or certified mail, return receipt requested, and signed for on behalf of the Party; or C) three business days after its deposit in the United States mail, with first-class postage affixed. Notices to Party's shall be addresses as follows:

COUNTY	PUBLIC AGENCY
County Judge	City Manager
Bastrop County	City of Elgin
804 Pecan Street	P.O. Box 591 (310 N Main Street)
Bastrop, Texas 78602	Elgin, Texas 78621
512-332-7201	512-281-5724

23.2 A Party may change its address by providing notice of the change in accordance with Section 23.1.

Section 24. Governmental Immunity
Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the COUNTY nor PUBLIC AGENCY waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 25. Execution of this Agreement
Parties to this Agreement shall submit certified documentation of approval by the governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Section 26. Force Majeure

Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market conditions, which affect a party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 25. Exhibits

The following documents are incorporated into and made part of this Agreement:

Exhibit A ..... COUNTY DUTIES
Exhibit B ..... PUBLIC AGENCY DUTIES
Exhibit C ..... CAPCOG INTERLOCAL AGREEMENT FOR 9-1-1 GIS DATABASE MANAGEMENT
Exhibit D ..... USPS PUBLICATION 28 APPENDIX C
Exhibit E ..... ACRONYMS AND DEFINITIONS

Section 27. Agreement and Signatures

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

This Agreement is executed in duplicate originals. The Agreement is effective on the last date signed by the Parties.

BASTROP COUNTY	**CITY OF ELGIN**
By: _____	By: _____
Paul Pape	Thomas Mattis
County Judge	City Manager
Date: _____	Date: _____

Attest:

By: _____	By: _____
Rose Pietsch, County Clerk	Amelia Sanchez, City Secretary

Exhibit A

COUNTY DUTIES

Scope of Work Overview

The goal of the COUNTY's scope of work is to facilitate the exchange of information between itself and the PUBLIC AGENCY to help ensure efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work helps support the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan in accordance with the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic System Database Management, as shown in *Exhibit C of this Agreement*. County task's include:

Section 1. Tasks

COUNTY agrees to the following tasks in PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary:

1. Street Names

In regards to proposed street names COUNTY agrees to:

1.1 Review to identify duplicated and sound-alike names;

2.1 Provide written determination to PUBLIC AGENCY of its findings within 20 business days following receipt of proposed names; and

3.1 Place in reserved status for a period of 2 years proposed names approved by PUBLIC AGENCY and determined by COUNTY to be unique, including phonetically.

2. 9-1-1 GIS Database Management

In regards to the maintenance of the 9-1-1 GIS database COUNTY agrees to:

1.2 Carry out the scope of work in accordance with the CAPCOG Interlocal Agreement for 9-1-1 GIS Database Management, as outlined in *Exhibit C of this Agreement*.

2.2 Include in it's monthly updates to CAPCOG any valid 9-1-1 related information or data (refer to *Exhibit B of this Agreement*) received from the PUBLIC AGENCY by the 10th business day of the month.

3. GIS Data

In regards to GIS data, COUNTY agrees to provide a copy upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

4. 9-1-1 Data

In regards to 9-1-1 data, COUNTY agrees to provide information upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

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Exhibit B

Public Agency Duties

Scope of Work Overview

The intent of this scope of work is to facilitate the exchange of information between the COUNTY and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work is in accordance with the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic System Database Management, shown in *Exhibit C of this Agreement,* which supports the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan. In order to accomplish this:

1. Call and tests must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Section 1. Basic Work

Basic work involves information and data preparation needed for the 9-1-1 GIS database but does NOT involved updating the 9-1-1 GIS database directly.

PUBLIC AGENCY agrees to provide notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within the COUNTY's provisioning boundary within 30 days of approval, assignment or action, unless otherwise noted:

1. Boundaries

In regards to boundaries the PUBLIC AGENCY agrees to:

1.1. **Annexations and Disannexations**:

(a) Inform the COUNTY of all proposed annexations and disannexations no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;

(b) Notify the COUNTY of all approved annexations and disannexations within 24 hours of approval and provide the COUNTY a copy of official documentation and maps; and

(c) Provide the COUNTY a maintained and updated municipal boundary polygon in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*, as soon as possible following any annexation or disannexation.

1.2. **Public Safety Answering Points** (PSAP):

(a) Inform the COUNTY of any proposed change to alter the PSAP boundary no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;

(b) Coordinate all PSAP boundary changes with the COUNTY;

(c) Inform the COUNTY of the desired effective date of any PSAP boundary change;

(d) Notify the COUNTY of all approved PSAP boundary changes within 24 hours of approval and provide COUNTY official documentation and maps; and

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(e) Optionally, provide the COUNTY a maintained and updated PSAP polygon in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

1.3. **Emergency Service Boundary** (ESB):

(a) Inform the COUNTY of any proposed changes to alter a law, fire, or emergency medical service ESB no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject area;

(b) Coordinate all ESB changes with the COUNTY;

(c) Inform the COUNTY of the desired effective date of all ESB changes;

(d) Notify the COUNTY of all approved ESB changes within 24 hours of approval and provide COUNTY official documentation and maps; and

(e) Optionally, provide the COUNTY maintained and updated law, fire, and emergency medical service ESB polygons in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

2. Public Safety Agencies

In regards to public safety agencies (PSA) the PUBLIC AGENCY agrees to:

2.1. **First Responders**

(a) Inform the COUNTY of any proposed change in a PSA responsible for providing PSAP, law, fire, or emergency medical service no later than twenty (20) business days prior to consideration by its governing body;

(b) Coordinate the change of any PSA with the COUNTY;

(c) Inform the COUNTY of the desired effective date of a change to any PSA;

(d) Notify the COUNTY of a change to any PSA within 24 hours of approval and provide COUNTY official documentation; and

(e) Provide the County the name, contact information, and any other relative information of each PSA who provides services within the municipality's jurisdiction.

3. Streets

In regards streets PUBLIC AGENCY agrees to:

3.1. **Names**

(a) **Proposed**:

(i) Provide the COUNTY with all proposed street names for their review and determination in accordance with *Exhibit A, Section 1, Subsection 1, of this Agreement*;

(ii) Prohibit the use of any street names deemed a duplication, including phonetically, within the same postal community and within the COUNTY's provisioning boundary; and

(iii) Cancel any nonessential street name held in reservation by the COUNTY.

(b) **New/Approved**:

(i) Ensure any approved street name complies with *Exhibit B, Section 3.1(a), of this Agreement*;

(ii) Provide the COUNTY a layout or plat of named streets within 10 business days following the PUBIC AGENCY's final approval; and

(iii) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

(c) **Renamed**:

(i) Ensure any renamed street complies with *Exhibit B, Section 3.1(a), of this Agreement;*

(ii) Coordinate the renaming of any street with the COUNTY;

(iii) Inform the COUNTY the desired effective date of any renamed street;

(iv) Provide the COUNTY documentation, including a layout or plat, of any renamed street within 10 business days following the PUBLIC AGENCY's final approval; and

(v) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

3.2. **Layout**:

(a) Supply the COUNTY with a map or plat of any street which is:

(i) Platted;

(ii) Official recognized and named;

(iii) Undergoing new construction; or

(iv) Altered to change its positional location, including extended or shorted; and

(b) Provide the COUNTY with documentation, including a layout or plat, of any street which is permanently closed, abandoned, discontinued, or vacated within ten (10) business days following the PUBLIC AGENCY's final approval; and

(c) Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

3.3. **Address Ranges**:

(a) Provide the COUNTY the address range for every named street segment, including:

(i) Low and high address numbers;

(ii) Address Parity (odd, even, both) for each side of the street (left, right); and

(iii) Direction in which address numbers increase; and

(b) Provide the COUNTY a map or plat which displays the address range of each named street segment.

3.4. **Functional Classifications**:

(a) Provide the COUNTY functional classification of each street; and

(b) Notify the COUNTY when the functional classification of any street changes.

3.5. **Status**

(a) Provide written notification frame to the COUNTY of any street which is:

(i) Approved; and

(ii) Accepted.

3.6. **Traffic Regulations**

(a) Speed Limits:

(i) Provide the COUNTY with official documentation of any approved or altered speed limit within 24 hours of approval; and

(ii) Upon written request, supply the COUNTY detailed information on previously established speed limits.

(b) Direction of Travel Flow:

(i) Provide the COUNTY with official documentation of any street designated for one-way traffic within 24 hours of approval; and

(ii) Upon written request, supply the COUNTY detailed information on streets previously designated for one-way traffic.

4. Addresses

In regards to address numbers PUBLIC AGENCY agrees to:

4.1. **New**:

(a) Ensure each assigned address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, subsections 3.1(b) and 3.3(a), of this Agreement*;

(b) Notify the COUNTY in writing of each address assignment within 10 business days of assignment. Include with each notice:

(i) The full and complete address, including all appropriated address characteristic;

(i) A map, or coordinates, with positional accuracy of the structure or designated site location within +/- 25 feet of its true location or intended designation; and

(ii) The effective date of the assignment;

(c) Coordinate all mass address assignments with the COUNTY; and

(d) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.2. **Reassigned/Corrected**:

(a) Ensure each reassigned or corrected address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, subsections 3.1(b) and 3.3(a), of this Agreement*;

(b) Notify the COUNTY in writing of each address change or correction within 10 business days of its reassignment. Include with each notice:

(ii) The full and complete former address, including all appropriated address characteristic;

(iii) The full and complete new address, including all appropriated address characteristic;

(i) The effective date of the assignment;

(c) Coordinate all mass address changes with the COUNTY; and

(d) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.3. **Relocation**:

(a) Notify the COUNTY in writing when the spatial location of any addressed structure or site occurs. Include with each notice:

(iv) The full and complete address, including all appropriated address characteristic;

(i) A map, or coordinates, with positional accuracy of the structure or designated site's new location within +/- 25 feet of its true location or intended designation; and

(ii) The effective date of the change;

(b) Coordinate all mass address relocations with the COUNTY; and

(c) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement*.

4.4. **Cancellation**:

(a) Notify COUNTY in writing of any address assignment which subsequently cancelled, voided or otherwise deemed invalid for use. The notice shall include:

(v) The full and complete address, including all appropriated address characteristic;

(i) The effective date; and

(b) Coordinate all mass address cancellations with the COUNTY; and

(c) Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Exhibit B, Section 2, of this Agreement.*

5. Subdivision

In regards to subdivisions PUBLIC AGENCY agrees to:

5.1. **Plats**:

(a) Ensure all street names which appear on the plat were preapproved in accordance with *Exhibit A, Section 1, of this Agreement;*

(b) Provide COUNTY a copy of all plats within 10 business days of approval;

(c) Notify COUNTY of all streets undergoing construction prior to a plat's final approval; and

(d) Furnish COUNTY a map or plat which prominently displayed street names and address numbers within 10 business of the finalization of address assignments.

Section 2. Discrepancy and Error Resolution Work

Discrepancy and error resolution work involves researching and collecting information necessary to resolve any identified or reported inaccuracy associated with 9-1-1 database but does NOT involve updating the 9-1-1 database directly.

PUBLIC AGENCY agrees to expeditiously research and provide accurate information to the COUNTY that is necessary to resolve any discrepancies or errors identified or reported by an authorized stakeholder. Discrepancies and errors include, but are not limited to:

1. 9-1-1 call errors:

1.1. Incorrect Automatic Location Identifier (ALI);

1.2. Call Misroute; or

1.3. No Record Found (NRF).

2. **Telephone Number (TN) Database errors:**
   2.1. Incorrect ALI;
   2.2. Missing Master Street Address Guide (MSAG) record; or
   2.3. Incorrect MSAG record.
3. **Master Street Address Guide (MSAG) Database errors:**
   3.1. Missing MSAG records;
   3.2. Incorrect MSAG records;
4. **9-1-1 GIS database errors:**
   4.1. Geometry, such as
      (a) Duplicate Features;
      (b) Feature Outside Provisioning Boundary;
      (c) Feature Gap or Overlap; or
      (d) Road Centerline (RCL) Disconnect;
   4.2. Attribute, such as:
      (a) Mismatch compared to another layer;
      (b) RCL Parity Issue;
      (c) Missing Critical Field Value;
      (d) Unmatched Site/Structure Address Point (SSAP) to ALI Record;
      (e) Unmatched RCL to MSAG Record;
      (f) Duplicate Globally Unique Identifications (GUIDs); or
      (g) Missing Routing Uniform Resource Identifier (URI).
5. **Address errors:**
   5.1. Any address reported by a property owner, resident, member of the public, service provider, government entity, etc. for which no 9-1-1 address point exists.
   5.2. Any reported address which cannot be validated against a RCL or MSAG Record.

Section 3. GIS Work

GIS work is optional and involves maintaining and updating GIS data related to the 9-1-1 GIS database in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. GIS work does NOT involve updating the 9-1-1 GIS database directly.

When conducting GIS work related to this *Agreement* PUBLIC AGENCY agrees to:

1. **Maintenance**

   Create and maintain current GIS data related to one or more 9-1-1 GIS data layers:
   (a) Site/Structure Address Points (SSAPs);
   (b) Road Centerlines (RCLs);
   (c) Municipal Boundaries;
   (d) PSAP Boundaries;

(e) Emergency Service Zones (ESZ);
(f) Law Emergency Service Boundary (ESB);
(g) Fire ESB; and
(h) Emergency Medical Service (EMS) ESB.

2. Data Requirement

Follow the GIS data requirements outlined the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, in accordance with *Exhibit C, Attachment B, of this Agreement*.

3. Quality

Perform quality assurance/quality control measure to ensure GIS data provided to the COUNTY is high quality.

4. Format

Provide GIS data to the COUNTY in ESRI file geodatabase or shapefile format.

5. Coordinate System

Submit GIS data to the COUNTY in a common projected coordinate system.

6. Metadata

Include metadata with all GIS data provided to the COUNTY that includes, at a minimum:

(a) A description of the data (Summary and Description);
(b) Definitions of the attributes and the attribute values;
(c) Time period covered by the data;
(d) Restrictions to access and/or use of the data;
(e) Contact information; and
(f) Keywords that enable users to search and find data.

7. Timely Submittal

Submit GIS data to the COUNTY by the 10th business day of each month.

8. Non-geospatial Data and Information

Continue to submit to the COUNTY all notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within COUNTY's provisioning boundary as outlined in *Exhibit B, Section 1, of this Agreement*.

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

1. Parties and Purpose

   1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.

   1.2. Bastrop County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.

   1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.

   1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

   2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A.

3. Cooperative Purchasing

   3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.

   3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

4.1. This contract takes effect October 1, 2020, and terminates on September 30, 2021, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed $138,539.00.

5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

October 1 – December 31, 2020: $34,634.75, invoice due by close of business, Friday, January 8, 2021;

January 1 – March 31, 2021: $34,634.75, invoice due by close of business, Wednesday, April 7, 2021;

April 1 – June 30, 2021: $34,634.75, invoice due by close of business, Thursday, July 8, 2021; and

July 1 – September 30, 2021: $34,634.75, invoice due by close of business, Thursday, October 7, 2021.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.

5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.

7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.

7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.

7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.

8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.

8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9. Nondiscrimination and Equal Opportunity

9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.

10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.

11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.

11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

12. Notice to Parties and Project Representatives

12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.

12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director

12.3. PUBLIC AGENCY's address is: 804 Pecan Street, Bastrop TX 78602.

12.4. A party may change its address by providing notice of the change in accordance with Section 12.1

12.5. Susan Cooper, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and her e-mail is scooper@capcog.org.

12.6. Julie Sommerfield is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project

Representative's phone number is (512) 581-4012, and her e-mail is julie.sommerfeld@co.bastrop.tx.us.

13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended

13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.

13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Technical Requirements.

13.5. This contract is executed in duplicate originals.

BASTROP COUNTY		CAPITAL AREA COUNCIL OF GOVERNMENTS	
By:	_____	By:	_____
Name:	_____		Betty Voights
Title	_____		Executive Director
Date:	_____	Date:	_____

Date of County Governing Body Approval:

_____

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. 9-1-1 GIS Database: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points, road centerlines, PSAP boundaries, Emergency Service Boundaries (ESBs), and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
2. Data Layer: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. Address Points: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
4. Road (Street) Centerlines: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. City Limit (Municipal) Boundary: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction

Specialized NG9-1-1 GIS terminology:

1. Provisioning Boundary: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

   Note:
   The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, consolidation of

two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. Public Safety Answering Point (PSAP) boundary: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. Emergency Service Boundary (ESB): A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an EMS ESB layer.
4. Emergency Service Zone (ESZ): A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
5. Database Schema: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations
6. Globally Unique IDs (GUIDs): A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. Enterprise Geospatial Data Management System (EGDMS): A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that will ultimately be used by the PUBLIC AGENCY that provisions (determines acceptable) data for CAPCOG's NG9-1-1 system in the near future
2. Data Hub: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in an PUBLIC AGENCY's 9-1-1 GIS database
3. New Error: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time
4. Legacy Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update
5. Error Rate: The ratio of total number of errors to total number of features (records) within a specific data layer, or in aggregate for a defined geographic area
6. Critical Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by the AT&T/Intrado Enterprise Geospatial Database Management (EGDMS) or GeoComm's DataHub quality-control software that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
7. Significant Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems
8. Other Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. PSAP boundaries
5. Law ESB
6. Fire ESB
7. Emergency Medical Service ESB
8. Other pertinent information

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter PSAP boundaries, or alter ESB boundaries in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information deriving from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled quarterly 9-1-1 GIS User Group meetings and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would by a person, either on staff or subcontracted by the PUBLIC AGENCY, with

responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any "critical" or "significant" errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG's GIS Planning Committee, CAPCOG staff will develop performance standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the automatic location information (ALI) database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map, and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken relevant to the 9-1-1 GIS database or certify that no action was taken relevant to the 9-1-1 GIS database
- If applicable, the date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues in the prior month and corrective action that will be taken to address and prevent such issues in the future, including:

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

- Late or incomplete data submissions;
- Submission of data with legacy errors;
- Submission of data with new errors;
- Failure to meet performance expectations for critical error rates and significant error rates;
- Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

CAPCOG Guidance

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B, Part 1:

CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017, re-issue 2020)

CAPCOG NG9-1-1 Transitional GIS Data Requirements

Version 2.0 (2017)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1st business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5th business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L_ESN" field must be Text type with a character width of 5. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as **M**andatory and **C**onditional must be present in the data. In the tables below, the column **M/C/O** is to indicate whether the attribute values is Mandatory (**M**), Conditional (**C**), or Optional (**O**).

- **Mandatory** signifies an attribute value must exist
- **Conditional** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- **Optional** signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** – Date and **time** using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- **DOUBLE** – double precision floating point numeric values with decimals
- **LONG** – whole numeric values ranging from -2,147,483,648 to 2,147,483,647 without decimals

In the GIS data tables below, the **WIDTH** column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID *CAPCOG will populate*
RCL_UNIQID	M	TEXT	100	ID for each road segment - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node

RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields : PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	O	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.2 ROC Codes ("Street Type" Designation)

IH – Interstate
US – US highways
SH – State highways
FM – Farm to Market, Ranch Road, Ranch to Market
LS – City Street, County Road, Park Road, Recreational, Frontage Road
AC – Access Road, Crossover
PVT- Private Road
TR – Toll Road
RAMP- On-ramp, Off-ramp
DW - Driveways

2.3 Road Class Types
Primary
Secondary
Local (City, Neighborhood, or Rural Road)
Ramp
Service (usually along a limited access highway)
Vehicular Trail (4WD, snowmobiles)
Walkway (Pedestrian Trail, Boardwalk)
Alley
Private (service vehicles, logging, oil fields, ranches, etc.)
Parking Lot
Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (AP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID *CAPCOG will populate*
SITEUNQID	M	TEXT	100	Unique ID for each address site - *CAPCOG will populate*
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e. Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass

PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	**Legal** street name as assigned by local addressing authority
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
BLDG	O	TEXT	75	One among a group of buildings that have the same address
FLOOR	O	TEXT	75	A floor, story or level within a building
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance
ROOM	O	TEXT	75	A single room within a building
SEAT	O	TEXT	75	A place where a person sits within a building i.e. cubicle
LANDMARK	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	C	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zone (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - *CAPCOG will populate*
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos.law@city.eoc.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code *CAPCOG will populate*
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

5.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries in the GIS within + or – 50 feet of their true location with no gaps or overlaps

5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID *CAPCOG will populate*
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - *CAPCOG will populate*

COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

Guidance Document for CAPCOG Next-Generation 9-1-1 Geographic Information System (GIS) Data
Version 2: April 2020

Introduction:

As the Transition Workflow Cycle of the Next-Generation 9-1-1 Database Program Interlocal Agreement (ILA) describes, our region is moving closer and closer to deploying a Next-Gen 9-1-1 system that enables emergency calls to route to the correct PSAP based on GIS data. This transition begins the process of moving away from our traditional MSAG-based (tabular database) routing system to one that will be faster, more reliable, and enable multimedia such as pictures and videos to be sent to 9-1-1 call takers. However, in order to move to this new system, several changes need to be made to our workflows and data. Perhaps the biggest change is that we will be utilizing new cloud-based software packages to assist with quality-control (QC). One of these solutions will also ultimately become the mechanism by which 9-1-1 GIS data is supplied to PSAPs, which could ultimately be done at any time throughout the month as opposed to just once.

The intention of this document is to serve as a guide for county coordinators in the preparation of this transition, and to provide detailed technical information regarding how to prepare the 9-1-1 GIS data submission. CAPCOG reserves the right to unilaterally update this guidance document at any time.

Summary of Changes:

Below is a list of items we need to accomplish, as outlined in the Transition Workflow Cycle of the ILA.

- Create globally unique IDs (GUIDs) for all features in all feature classes of the GIS database in order to track changes to data over time
- Utilize the "Last_Modified" date field in order to track new and legacy data
- Incorporate emergency service boundaries into data or determine a process to create and manage them
- Determine if changes to PSAP boundary coverage areas need to be made
- Determine if changes to provisioning boundaries need to be made
- Participate in training opportunities for the EGDMS and Data Hub QC platforms
- Field map and upload data to EGDMS and Data Hub
- Retrieve errors from QC software and correct them

Globally Unique IDs (GUIDs):

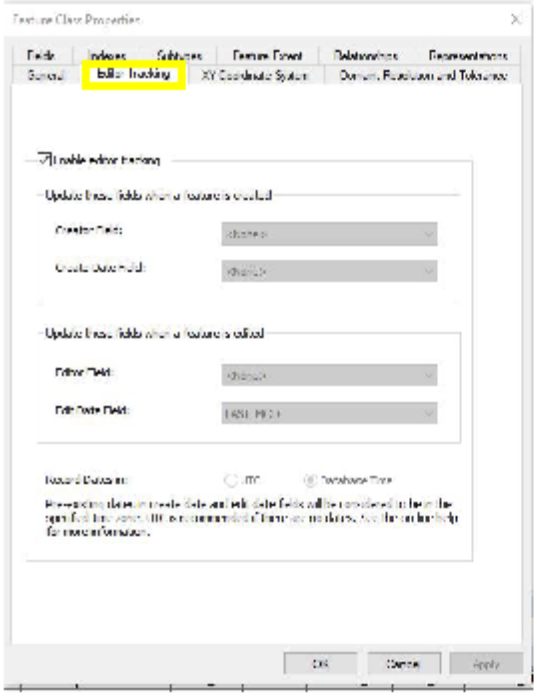
In a Next-Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency Number Association) that stipulates data <u>must</u> include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided by CAPCOG.

Each GUID should remain unchanged for the life-span of the GIS data so that it supports the resolution of errors through quality control discrepancy reporting, and allows for us to track changes to data over time.

Using the "LAST_MOD" Field:

Attachment B of the ILA, entitled *"CAPCOG NG9-1-1 Transitional GIS Data Requirements"* describes a "LAST_MOD" or Last Modified date field in each of the GIS data layers and is marked as mandatory for completion. In order for CAPOG to begin tracking what is 'new' data and what is 'legacy' data, we need this field to be completed in each of the data layers. Our goal in differentiating between these two data types is so that we can determine if progress is being made in data error correction. Use of this field will also be monitored and included in the performance reports that CAPCOG will send out each month.

If there is a GIS feature that was created prior to October 1, 2019 and the LAST_MOD field is NULL or otherwise not known, this field should be populate with a date of 10/1/2019 and will be counted as legacy data.One way to have this field updated automatically when editing or creating features is to use 'editor tracking' on the feature class. This can be done by right-clicking the feature class in ArcCatalog and then selecting 'Properties'. When the Feature Class Properties dialog box opens, select the 'Editor Tracking' tab. The below image shows how this can be set up:



- *Check the 'Enable editor tracking' box*
- *Set the 'Edit Date Field' to LAST_MOD*
- *Select 'Database Time' to record dates*

2

New Quality-Control (QC) Platforms:

The Capital Area Emergency Communications District (CAECD) has purchased two all-new quality-control systems for our counties to use. These will be used as a means to not only quality control GIS data and return the results of errors but, in the case of the Enterprise Geospatial Database Management System (EGDMS), will actually *provide* data to the functional elements of a NG9-1-1 environment. Again, in NG9-1-1, GIS data is the driver of call routing!

Enterprise Geospatial Database Management System (EGDMS)

Vendors: AT&T and Intrado

The Enterprise Geospatial Database Management System (EGDMS) is a web application that serves as the front-end user interface for the NENA Spatial Interface (SI) requirement. GIS data submitted through EGDMS is validated, coalesced, and used for provisioning to NG9-1-1 (sometimes referred to as i3) systems which are called the ECRF and LVF. These stand for Emergency Call Routing Function and the Location Validation Function. Both of these elements are major components in the NG9-1-1 environment

One of the biggest advantages in moving to this system is that it will enable counties the ability to update PSAP map data much more frequently than our current workflow of just once a month.

EGDMS includes the following features:

- Secure 2-factor authentication
- A file-upload user interface that enables customers to identify the contents of the upload
- Acceptance of file geodatabase files and shapefiles (although no one should be using shapefiles!)
- Attribute field mapping configuration that is customer-driven
- Automated schema change detection and error notification
- Automated email notification for upload and processing status
- GIS data validation report retrieval

A note: CAPCOG will provide a spreadsheet that shows the fields used by EGDMS and the corresponding CAPCOG data model fields. This will aid in the field mapping portion of configuring your agency EGDMS account.

As a QC platform, EGDMS will find "critical" errors as outlined in Transition Workflow Cycle of the ILA. Critical errors have the potential to negatively affect the call routing process and, as such, need to be corrected. Please review the EGDMS user guide for detailed information on the error types!

Each coordinator, and in some cases staff, will be provided a username by Intrado in order to login. Previous Entrust tokens can still be used. Those that do not have Entrust tokens will be provided one by CAPCOG. Entrust tokens are key fobs that provide a unique number that is to be used when accessing EGDMS.

After an initial upload of GIS data has been submitted to EGDMS, Intrado will then provide a subsequent training session in which they will discuss how to retrieve errors from the system.

EGDMS also provides the user with the ability to mark features as exceptions, however only in the road centerline Feature Class. This is because EGDMS does not look for critical errors in address point, ESZ, or city limits data

Note: due to technical issues with EGDMS that have not yet been resolved as of February 28, 2020, County will only be required to start using EGDMS after it receives notification from CAPCOG's project representative to do so.

GeoComm GIS Data Hub

Vendor: GeoComm

The GeoComm GIS Data Hub is a robust web-based GIS data management solution that helps transform, quality check (QC), report, aggregate, and provision GIS data using predefined, standardized processes to ensure the timely delivery of GIS data to your 9-1-1 system. Offering virtually unlimited quality-control tools, GIS Data Hub ensures greater accuracy of the data and helps you meet your obligated GIS responsibilities for NG9-1-1. The GIS Data Hub is designed to simplify the user experience. Your system administrator grants access to only content specific to your role, project and/or client. As a System User, your primary role is submitting GIS data for validation.

Data Hub is able to do the following:

- Provide GIS data insights through rigorous quality control and reporting processes
- Transform disparate GIS datasets into a common schema (which is based on the NENA GIS data model)
- Aggregates GIS datasets into a seamless coverage area
- Provides map data packages formatted to meet 9-1-1 mapping and Computer Aided Dispatch (CAD) systems

In addition to also being able to find critical errors like EGDMS, Data Hub will also find "significant" and "other" errors. As described in the Transition Workflow Cycle of the ILA, significant error types are those that negatively impact dispatch systems and other systems used for routing of emergency vehicles. As such, they should be corrected. Other error types are those that, while they may not impact system functionality, are recommended to be corrected to maintain data integrity.

This QC platform also offers users the ability to create an exceptions field in their GIS data that can be used to keep Data Hub from continuously reporting errors that are not actual (or legitimate) errors

Please review the Data Hub user guide to find detailed information about the system and what all it is capable of doing.

New GIS Data:

In addition to the traditional GIS data submitted to CAPCOG, there will be some new Feature Classes that will be required for data submissions to EGDMS, Data Hub, and CAPCOG.

Provisioning Boundary:

This polygon layer defines the area of GIS data provisioning responsibility, with no unintentional gaps or overlaps. It should contain (include) all your agency's data within it. The Provisioning Boundary must be

agreed to by all adjoining data provisioning providers. When submitting GIS data, a 9-1-1 Authority (or 9-1-1 Authority designee) MUST only include GIS data for their geographic area of responsibility (provisioning boundary) and MUST ensure the data includes coverage for the entire extent of that area. CAPCOG will provide Provisioning Boundaries to all counties with the expectation that we will all work together should they need to be altered. These boundaries are continually updated and as they are finalized, CAPCOG will make updated versions available to all partner 9-1-1 authorities to use in the subsequent month's data upload, and quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

Emergency Service Boundaries:

Not to be confused with Emergency Service Zones (ESZs, sometimes referred to as ESNs) which are polygon layers that represent unique combinations of fire, law, and EMS responder zones for a geographic area, Emergency Service Boundaries are **individual** GIS data layers that define the geographic area for **single** response service types. This means that instead of one polygon layer representing all responder types, there are now three separate GIS layers for Law, Fire, and EMS. Each of these layers is used by the NG9-1-1 system to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location. Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. There MUST be a **SEPARATE** Emergency Service Boundary layer for each type of service.

The set of Emergency Service Boundaries MUST include the following:

- Law Enforcement (LAW)
- Fire
- Emergency Medical Services (EMS)

The addition of ESBs does not mean that our traditional ESZ (sometimes referred to as ESN) layer will be discontinued. CAPCOG still expects counties to maintain and submit ESZ layers as they have. Counties MAY maintain the Emergency Service Boundary layers as a combined or single layer for each emergency service, however, when exchanging emergency service boundary information in an NG9-1-1 environment, Emergency Service Boundaries MUST be exchanged as individual layers for each emergency service type (e.g. one for law, one for fire, and one for EMS).

ESB maintenance is described in detail in the CAPCOG document titled "Globally Unique IDs (GUIDs)".

Note, these new layers must be in the correct schema which CAPCOG will also provide. The schema that will be used is also shown in the associated *"EGDMS Field Mapping to CAPCOG"* spreadsheet.

***Expected Field Values**: With the addition of the ESBs to our workflow, there are a couple of new fields that come with these layers that have haven't used before. Please consult the associated field mapping documentation for further information. The new fields are:

- **Service URI**: In the case of ESBs, this field corresponds to the PSAP covering that area and should only be completed if the responding agency is also a PSAP
    - **Ex:** *The Leander PD polygon in the LAW ESB for Williamson County would get the associated Service URI for the Leander PD PSAP. However, the polygon for Granger PD's coverage area would NOT get a Service URI as it is not a PSAP. A list of Service URIs for*

each PSAP can be found in the Transitional Guidance folder CAPCOG uploaded to the FTP site.

- **Discrepancy Agency ID**: This is the name of the data source. It will be the name of the county submitting the upload.
- **Agency ID**: Domain name of the agency (county) uploading. A list of these domains can be found in the *"How to Create Globally Unique IDs (GUIDs)"* document

PSAP Boundaries:

PSAP boundaries are a single GIS layer that is comprised of polygons (in some cases just a single polygon) that show the geographic coverage area for PSAPs within your county. The primary use for this layer is to route and deliver 9-1-1 calls to the correct PSAP, thus making it the **most important layer.** It is critical that there are no **gaps** or **overlaps** between external (at county borders) and internal (borders within the county). This layer will be managed and edited by CAPCOG but it is absolutely imperative that county coordinators work with CAPCOG to ensure things are correct.

CAPCOG will provide to the counties PSAP boundaries we have created and will continually make updates to them as needed and send to county coordinators. Coordinators will need to review this layer and send CAPCOG any suggested edits or questions. CAPCOG created these using the city limits layer submitted by each county. Coordinators should use the latest PSAP boundaries provided by CAPCOG for the subsequent month's data upload. Quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

USPS Publication 28 Appendix C

C1 Street Suffix Abbreviations

The following table lists examples of suffix forms that are primary street suffix names, common street suffixes or suffix abbreviations, and recommended official Postal Service standard suffix abbreviations.

Primary Street Suffix Name	Commonly Used Street Suffix or Abbreviation	Postal Service Standard Suffix Abbreviation
ALLEY	ALLEE	ALY
	ALLEY	
	ALLY	
	ALY	
ANEX	ANEX	ANX
	ANNEX	
	ANNX	
	ANX	
ARCADE	ARC	ARC
	ARCADE	
AVENUE	AV	AVE
	AVE	
	AVEN	
	AVENU	
	AVENUE	
	AVN	
	AVNUE	
BAYOU	BAYOO	BYU
	BAYOU	
BEACH	BCH	BCH
	BEACH	
BEND	BEND	BND
	BND	
BLUFF	BLF	BLF
	BLUF	

	BLUFF	
BLUFFS	BLUFFS	BLFS
BOTTOM	BOT	BTM
	BTM	
	BOTTM	
	BOTTOM	
BOULEVARD	BLVD	BLVD
	BOUL	
	BOULEVARD	
	BOULV	
BRANCH	BR	BR
	BRNCH	
	BRANCH	
BRIDGE	BRDGE	BRG
	BRG	
	BRIDGE	
BROOK	BRK	BRK
	BROOK	
BROOKS	BROOKS	BRKS
BURG	BURG	BG
BURGS	BURGS	BGS
BYPASS	BYP	BYP
	BYPA	
	BYPAS	
	BYPASS	
	BYPS	
CAMP	CAMP	CP
	CP	
	CMP	
CANYON	CANYN	CYN
	CANYON	

	CNYN	
CAPE	CAPE	CPE
	CPE	
CAUSEWAY	CAUSEWAY	CSWY
	CAUSWA	
	CSWY	
CENTER	CEN	CTR
	CENT	
	CENTER	
	CENTR	
	CENTRE	
	CNTER	
	CNTR	
	CTR	
CENTERS	CENTERS	CTRS
CIRCLE	CIR	CIR
	CIRC	
	CIRCL	
	CIRCLE	
	CRCL	
	CRCLE	
CIRCLES	CIRCLES	CIRS
CLIFF	CLF	CLF
	CLIFF	
CLIFFS	CLFS	CLFS
	CLIFFS	
CLUB	CLB	CLB
	CLUB	
COMMON	COMMON	CMN
COMMONS	COMMONS	CMNS
CORNER	COR	COR
	CORNER	

CORNERS	CORNERS	CORS
	CORS	
COURSE	COURSE	CRSE
	CRSE	
COURT	COURT	CT
	CT	
COURTS	COURTS	CTS
	CTS	
COVE	COVE	CV
	CV	
COVES	COVES	CVS
CREEK	CREEK	CRK
	CRK	
CRESCENT	CRESCENT	CRES
	CRES	
	CRSENT	
	CRSNT	
CREST	CREST	CRST
CROSSING	CROSSING	XING
	CRSSNG	
	XING	
CROSSROAD	CROSSROAD	XRD
CROSSROADS	CROSSROADS	XRDS
CURVE	CURVE	CURV
DALE	DALE	DL
	DL	
DAM	DAM	DM
	DM	
DIVIDE	DIV	DV
	DIVIDE	
	DV	
	DVD	

DRIVE	DR	DR
	DRIV	
	DRIVE	
	DRV	
DRIVES	DRIVES	DRS
ESTATE	EST	EST
	ESTATE	
ESTATES	ESTATES	ESTS
	ESTS	
EXPRESSWAY	EXP	EXPY
	EXPR	
	EXPRESS	
	EXPRESSWAY	
	EXPW	
	EXPY	
EXTENSION	EXT	EXT
	EXTENSION	
	EXTN	
	EXTNSN	
EXTENSIONS	EXTS	EXTS
FALL	FALL	FALL
FALLS	FALLS	FLS
	FLS	
FERRY	FERRY	FRY
	FRRY	
	FRY	
FIELD	FIELD	FLD
	FLD	
FIELDS	FIELDS	FLDS
	FLDS	
FLAT	FLAT	FLT
	FLT	

FLATS	FLATS	FLTS
	FLTS	
FORD	FORD	FRD
	FRD	
FORDS	FORDS	FRDS
FOREST	FOREST	FRST
	FORESTS	
	FRST	
FORGE	FORG	FRG
	FORGE	
	FRG	
FORGES	FORGES	FRGS
FORK	FORK	FRK
	FRK	
FORKS	FORKS	FRKS
	FRKS	
FORT	FORT	FT
	FRT	
	FT	
FREEWAY	FREEWAY	FWY
	FREEWY	
	FRWAY	
	FRWY	
	FWY	
GARDEN	GARDEN	GDN
	GARDN	
	GRDEN	
	GRDN	
GARDENS	GARDENS	GDNS
	GDNS	
	GRDNS	
GATEWAY	GATEWAY	GTWY

	GATEWY	
	GATWAY	
	GTWAY	
	GTWY	
GLEN	GLEN	GLN
	GLN	
GLENS	GLENS	GLNS
GREEN	GREEN	GRN
	GRN	
GREENS	GREENS	GRNS
GROVE	GROV	GRV
	GROVE	
	GRV	
GROVES	GROVES	GRVS
HARBOR	HARB	HBR
	HARBOR	
	HARBR	
	HBR	
	HRBOR	
HARBORS	HARBORS	HBRS
HAVEN	HAVEN	HVN
	HVN	
HEIGHTS	HT	HTS
	HTS	
HIGHWAY	HIGHWAY	HWY
	HIGHWY	
	HIWAY	
	HIWY	
	HWAY	
	HWY	
HILL	HILL	HL
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HILLS	HILLS	HLS
	HLS	
HOLLOW	HLLW	HOLW
	HOLLOW	
	HOLLOWS	
	HOLW	
	HOLWS	
INLET	INLT	INLT
ISLAND	IS	IS
	ISLAND	
	ISLND	
ISLANDS	ISLANDS	ISS
	ISLNDS	
	ISS	
ISLE	ISLE	ISLE
	ISLES	
JUNCTION	JCT	JCT
	JCTION	
	JCTN	
	JUNCTION	
	JUNCTN	
	JUNCTON	
JUNCTIONS	JCTNS	JCTS
	JCTS	
	JUNCTIONS	
KEY	KEY	KY
	KY	
KEYS	KEYS	KYS
	KYS	
KNOLL	KNL	KNL
	KNOL	
	KNOLL	

KNOLLS	KNLS	KNLS
	KNOLLS	
LAKE	LK	LK
	LAKE	
LAKES	LKS	LKS
	LAKES	
LAND	LAND	LAND
LANDING	LANDING	LNDG
	LNDG	
	LNDNG	
LANE	LANE	LN
	LN	
LIGHT	LGT	LGT
	LIGHT	
LIGHTS	LIGHTS	LGTS
LOAF	LF	LF
	LOAF	
LOCK	LCK	LCK
	LOCK	
LOCKS	LCKS	LCKS
	LOCKS	
LODGE	LDG	LDG
	LDGE	
	LODG	
	LODGE	
LOOP	LOOP	LOOP
	LOOPS	
MALL	MALL	MALL
MANOR	MNR	MNR
	MANOR	
MANORS	MANORS	MNRS
	MNRS	

MEADOW	MEADOW	MDW
MEADOWS	MDW	MDWS
	MDWS	
	MEADOWS	
	MEDOWS	
MEWS	MEWS	MEWS
MILL	MILL	ML
MILLS	MILLS	MLS
MISSION	MISSN	MSN
	MSSN	
MOTORWAY	MOTORWAY	MTWY
MOUNT	MNT	MT
	MT	
	MOUNT	
MOUNTAIN	MNTAIN	MTN
	MNTN	
	MOUNTAIN	
	MOUNTIN	
	MTIN	
	MTN	
MOUNTAINS	MNTNS	MTNS
	MOUNTAINS	
NECK	NCK	NCK
	NECK	
ORCHARD	ORCH	ORCH
	ORCHARD	
	ORCHRD	
OVAL	OVAL	OVAL
	OVL	
OVERPASS	OVERPASS	OPAS
PARK	PARK	PARK
	PRK	

PARKS	PARKS	PARK
PARKWAY	PARKWAY	PKWY
	PARKWY	
	PKWAY	
	PKWY	
	PKY	
PARKWAYS	PARKWAYS	PKWY
	PKWYS	
PASS	PASS	PASS
PASSAGE	PASSAGE	PSGE
PATH	PATH	PATH
	PATHS	
PIKE	PIKE	PIKE
	PIKES	
PINE	PINE	PNE
PINES	PINES	PNES
	PNES	
PLACE	PL	PL
PLAIN	PLAIN	PLN
	PLN	
PLAINS	PLAINS	PLNS
	PLNS	
PLAZA	PLAZA	PLZ
	PLZ	
	PLZA	
POINT	POINT	PT
	PT	
POINTS	POINTS	PTS
	PTS	
PORT	PORT	PRT
	PRT	
PORTS	PORTS	PRTS

	PRTS	
PRAIRIE	PR	PR
	PRAIRIE	
	PRR	
RADIAL	RAD	RADL
	RADIAL	
	RADIEL	
	RADL	
RAMP	RAMP	RAMP
RANCH	RANCH	RNCH
	RANCHES	
	RNCH	
	RNCHS	
RAPID	RAPID	RPD
	RPD	
RAPIDS	RAPIDS	RPDS
	RPDS	
REST	REST	RST
	RST	
RIDGE	RDG	RDG
	RDGE	
	RIDGE	
RIDGES	RDGS	RDGS
	RIDGES	
RIVER	RIV	RIV
	RIVER	
	RVR	
	RIVR	
ROAD	RD	RD
	ROAD	
ROADS	ROADS	RDS
	RDS	

ROUTE	ROUTE	RTE
ROW	ROW	ROW
RUE	RUE	RUE
RUN	RUN	RUN
SHOAL	SHL	SHL
	SHOAL	
SHOALS	SHLS	SHLS
	SHOALS	
SHORE	SHOAR	SHR
	SHORE	
	SHR	
SHORES	SHOARS	SHRS
	SHORES	
	SHRS	
SKYWAY	SKYWAY	SKWY
SPRING	SPG	SPG
	SPNG	
	SPRING	
	SPRNG	
SPRINGS	SPGS	SPGS
	SPNGS	
	SPRINGS	
	SPRNGS	
SPUR	SPUR	SPUR
SPURS	SPURS	SPUR
SQUARE	SQ	SQ
	SQR	
	SQRE	
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	SQUARE	
SQUARES	SQRS	SQS
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STATION	STA	STA
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STRAVENUE	STRA	STRA
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	STRVNUE	
STREAM	STREAM	STRM
	STREME	
	STRM	
STREET	STREET	ST
	STRT	
	ST	
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STREETS	STREETS	STS
SUMMIT	SMT	SMT
	SUMIT	
	SUMITT	
	SUMMIT	
TERRACE	TER	TER
	TERR	
	TERRACE	
THROUGHWAY	THROUGHWAY	TRWY
TRACE	TRACE	TRCE
	TRACES	
	TRCE	
TRACK	TRACK	TRAK
	TRACKS	

	TRAK	
	TRK	
	TRKS	
TRAFFICWAY	TRAFFICWAY	TRFY
TRAIL	TRAIL	TRL
	TRAILS	
	TRL	
	TRLS	
TRAILER	TRAILER	TRLR
	TRLR	
	TRLRS	
TUNNEL	TUNEL	TUNL
	TUNL	
	TUNLS	
	TUNNEL	
	TUNNELS	
	TUNNL	
TURNPIKE	TRNPK	TPKE
	TURNPIKE	
	TURNPK	
UNDERPASS	UNDERPASS	UPAS
UNION	UN	UN
	UNION	
UNIONS	UNIONS	UNS
VALLEY	VALLEY	VLY
	VALLY	
	VLLY	
	VLY	
VALLEYS	VALLEYS	VLYS
	VLYS	
VIADUCT	VDCT	VIA
	VIA	

	VIADCT	
	VIADUCT	
VIEW	VIEW	VW
	VW	
VIEWS	VIEWS	VWS
	VWS	
VILLAGE	VILL	VLG
	VILLAG	
	VILLAGE	
	VILLG	
	VILLIAGE	
	VLG	
VILLAGES	VILLAGES	VLGS
	VLGS	
VILLE	VILLE	VL
	VL	
VISTA	VIS	VIS
	VIST	
	VISTA	
	VST	
	VSTA	
WALK	WALK	WALK
WALKS	WALKS	WALK
WALL	WALL	WALL
WAY	WY	WAY
	WAY	
WAYS	WAYS	WAYS
WELL	WELL	WL
WELLS	WELLS	WLS
	WLS	

Exhibit E

Acronyms and Definitions

Acronyms

ALI – Automatic Location Identification

ANI – Automatic Number Identification

AP – Address Point

CAPCOG – Capital Area Council of Governments

CAECD – Capital Area Emergency Communications District

E9-1-1 – Enhanced 9-1-1

EMS – Emergency Medical Service

ESB – Emergency Service Boundary

ESN – Emergency Service Number

ESRI – Environmental Systems Research Institute

ESZ – Emergency Service Zone

GIS – Geospatial Information System

GUID – Globally Unique Identification

MSAG – Master Street Address Guide

NENA – National Emergency Number Association

NG9-1-1 – Next Generation 9-1-1

NRF – No Record Found

PSA – Public Safety Agency

PSAP – Public Safety Answering Point

RCL – Road Centerline

SSAP – Site/Structure Address Point

TN – Telephone Number

USPS – United States Postal Service

URI – Uniform Resource Identifier

URN – Uniform Resource Name

DRAFT

Definitions

9-1-1 GIS Database – is the geospatial database maintained and updated by the County that include, at a minimum, address points, road centerlines, Public Safety Answer Point (PSAP) boundaries, Emergency Service Boundaries (ESBs), and city limits (municipal) boundaries for the County's provisioning boundary.

Address Characteristics – are the logical, grammatical order of physical address elements which follow the National Emergency Number Association (NENA) and United States Postal Service (USPS) standards: Address Number, Pre-Directional, Street Name, Street Suffix, Secondary Unit Designator, Secondary Unit Number.

Example, the address characteristics of 525 E. Kneenah St., Apt. 2105 are:

Address Example	Address Element	Element Description: Valid 9-1-1 Database Entries
525	Address Number	Numeric component of the street address.
E	Pre-Directional	Leading directional prefix: N, S, E, W, NE, NW, SE, SW.
Kneenah	Street Name	Official street name approved by the local government authority.
St	Street Suffix	Abbreviation of street type. Refer to USPS Pub. 28 Appx. C1.
	Post-Directional	Trailing directional suffix: N, S, E, W, NE, NW, SE, SW.
Apt	Secondary Unit Designator	Additional Location information. Refer to USPS Pub. 28 Appx C2.
2105	Secondary Unit Number	Alphanumeric designation associated with add'l location information.

Address Location Identifier (ALI) – is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number (TN), the address/location of the telephone and supplementary emergency services information of the location from with a 9-1-1 call originates.

Address Number Identifier (ANI) – is the telephone number associated with the call origination, originally associated with the access line of the 9-1-1 caller.

Address Point (AP) – refer to Site/Structure Address Point.

Call Misroute – is the term used to describe when a 9-1-1 call is routed to an incorrect Public Safety Answering Point (PSAP) due to a network or database discrepancy.

Capital Area Council of Governments (CAPCOG) – is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. The Executive Committee is the agency's governing body.

Capital Area Emergency Communications District (CAECD) – is a regional emergency communications district of the State of Texas organized and operating under Chapter 772,

Subchapter G of the Health and Safety Code, as amended. The CAPCOG Executive Committee serves as the district's Board of Managers.

City Limit Boundary – refer to Municipal Boundary

Emergency Service Boundary (ESB) – is a polygon data layer that represents the geographic area of responsibility for a Public Safety Agency within the geographic extent of the County's provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an emergency medical service (EMS) ESB layer.

Emergency Service Number (ESN) – is a number that is designated in the Master Street Address Guide (MSAG) based on physical address. 9-1-1 Call Centers (PSAPs) receive a display of the ESN information which shows which police, fire and rescue agency serves the telephone number calling 9-1-1.

Emergency Service Responder – refer to Public Safety Agency.

Emergency Service Response Provider – refer to Public Safety Agency.

Emergency Service Zone (ESZ) – is a polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.

Enhanced 9-1-1 (E9-1-1) – is a telephone system which includes network switching, database and Public Safety Answering Point premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.

Environmental Systems Research Institute (ESRI) – is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management application.

Functional Classification – is a system which define the role a street, or roadway, plays in the overall transportation system.

First Responder – is a peace officer, fire protection personnel, volunteer firefighter, emergency medical services personnel, emergency response operator, emergency services dispatcher or other emergency response personnel employed by an agency.

Geospatial Information System (GIS) – is an integration of hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.

GIS Data Layer – is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons. Also known as a feature class.

Globally Unique Identification (GUID) – is a unique identifier that is assigned to each record (feature) in the COUNTY's 9-1-1 GIS database; a GUID uniquely identified a feature both within the COUNTY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Law Enforcement Agency (LE) – is an agency of the State of Texas, or an agency of a political subdivision of the State authorized by law to employ peace officers.
Refer: Texas Code of Criminal Procedure Section 59.01(5)

Master Street Address Guide (MSAG) – A database of street names and address ranges defining emergency service zones for 9-1-1 purposes. Maintained by county address coordinators via the database provider's portal.

Metadata – is a summary document which provides content, quality, type, creation, and spatial information about a dataset. It can be stored as a text file (TXT), extensible Markup Language (XML), or database record.

Municipal Boundary – is a polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction

National Emergency Number Association (NENA) – is the national 9-1-1 Association which serves the public safety community as the only professional organization solely focused on 9-1-1 policy, technology, operations, and education issues.

Next Generation 9-1-1 (NG911) – is a system comprised of Emergency Services IP networks (ESInets), IP-based Software Services and Applications, Databases and Data Management processes that are interconnected to Public Safety Answering Point premise equipment. The system provides location-based routing to the appropriate emergency entity. The system uses additionally available data elements and business policies to augment PSAP routing. The system delivers geodetic and/or civic location information and the call back number.

The system supports the transfer of calls to other NG9-1-1 capable PSAPs or other authorized entities based on and including accumulated data. NG9-1-1 provides standardized interfaces for call and message services, processes all types of emergency calls including non-voice (multi-media) messages, acquires and integrates additional data useful to call routing and handling for appropriate emergency entities. NG9-1-1 supports all E9-1-1 features and functions and meets current and emerging needs for emergency communication from caller to Public Safety entities.

NG9-1-1 – refer to Next Generation 9-1-1.

No Record Found (NRF) – is the condition where no Automatic Location Identifier (ALI) information is available for display at the Public Safety Answering Point (PSAP).

Parity – is the odd or even property of an integer. In address matching, parity, is used to locate a geocoded address on the correct side of the street (such as odd numbers on the south or east side and even numbers north or west side.)

Primary Street Name – is an essential street name element which is considered to be the parent name of the street.

Provisioning Boundary – is the authoritative polygon data layer that defines the COUNTY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the COUNTY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the COUNTY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the COUNTY, adjacent PUBLIC AGENCIES, and CAPCOG.

Public Safety Answering Point (PSAP) boundary – is the authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (PSAP) to which all emergency requests are initially routed.

Public Safety Answering Point (PSAP) – is a continuously operated communications facility that is assigned the responsibility to receive 9-1-1 calls and, as appropriate, to dispatch public safety services or to extend, transfer or relay 9-1-1 calls to appropriate public safety agencies.

Public Safety Agency (PSA) – is the division of a public agency that provides telecommunications/dispatch, law enforcement, firefighting, medical, or other emergency services, or a private entity that provides emergency medical or ambulance services. Also referred to as emergency service response providers or first responders.

Road Centerline (RCL) – is a data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.

Site/Structure Address Point (AP) – is a data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.

The *address number* is the numeric component of a street address which proceeds the primary street name (example: 100 GRANITE DR).

The *house number suffix or secondary number* is an alphanumeric component of a street address that describe an apartment, room , suites, or other secondary addressing unit that is part of the property description by the house number. (Example: 256 WARD ST, APT A; 256 WARD ST #A.)

Street Centerline – refer to Road Centerline.

Street Name – is an identifying name given to a street that consists of one or more street name elements.

Street Name Elements – in proper logical order are the prefix directional primary street name, street suffix, and the post directional.

Street Name Prefix Directional – is a street name element which precedes the primary street name to indicate the primary direction of the street. For 9-1-1 purposes, the prefix directional is limited to a two-character maximum and shall be one of the eight NENA approved abbreviated directional indicators (i.e., N, E, W, S, NW, SW, NE, and SE).

Street Post Directional – is a street name element which describes the travel limited to a two-character maximum and describes travel direction (i.e., NB, EB, SB, and WB). Only major highways and their service roads have post directional.

Street Suffix – is a street name element which indicates the road type (e.g., ST, DR, AVE, etc.). For 9-1-1 purposes, the street suffix should be abbreviated according to USPS Publication 28 Appendix C: C1 Street Suffix Abbreviations.

United States Postal Service (USPS) – is an independent agency charged with processing and delivering mail and with protecting the mails from loss, theft, or abuse in accordance with U.S. postal laws.

Uniform Resource Identifier (URI) – is a predictable formatting of text used to identify a resource on a network.

Uniform Resource Name (URN) – is a location independent identifier that is designed to be unique and persist over extended periods of time.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING A MASTER SIGNAGE PLAN FOR WALMART LOCATED AT 1320 W. U.S. HIGHWAY 290 (FRONTIER CROSSING SUBDIVISION, LOT 1, ACRES 17.9877).

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on a Resolution authorizing a master signage plan for the Walmart site located at 1320 W. U.S. Hwy 290.

BACKGROUND: The Walmart has existed at the present location since the early 2000's and has placed signage in accordance with the City's adopted sign code. However, the business has decided to place additional signage (changeable fuel price signs) on the gas canopy and the existing freestanding sign along U.S. Highway 290 is 216 sq. ft. (not including the changeable fuel price signs as they can be calculated separately and are not factored into the total sign area size). To allow these signs to continue requires a master signage plan as our present Sign Code only allows a total 150 sq. ft. freestanding sign and changeable fuel price signs can only be on the freestanding sign along U.S. Highway 290. Normally in these plans, they include all signs existing for the site. So, they have included all their other wall signage on the building facades (including canopy) as well. These other wall signs and changeable fuel price signs on the existing freestanding sign already meet the City Sign Code.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Staff recommends approval of the agreement.

ATTACHMENTS: Resolution and Interlocal 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. 2021-06-01-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING A MASTER SIGNAGE PLAN FOR WALMART LOCATED AT 1320 W. U.S. HIGHWAY 290 (FRONTIER CROSSING SUBDIVISION, LOT 1, ACRES 17.9877).

WHEREAS, the City of Elgin has received an application for a Master Signage Plan from Cyntergy Architects; and

WHEREAS, the total acreage of the property is 17.98 acres; and

WHEREAS, the City of Elgin Sign Ordinance allows for Master Signage Plans for non-residential development in commercial or industrial districts for tracts larger than ten (10) acres.

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

1. That the City approves the Walmart Master Signage Plan as shown in Exhibit "A"
2. This Resolution shall take effect immediately upon passage.

Passed and approved on this 1st day of June 2021.

_____

Ron M. Ramirez, Mayor

ATTEST:

_____

Amelia Sanchez, City Secretary

CYNTERGY

CITY OF ELGIN
DEVELOPMENT SERVICES DEPARTMENT
301 NORTH MAIN STREET
ELGIN, TX 78621 4/26/2021

RE: Walmart Supercenter #3170, 1320 US HIGHWAY 290, ELGIN TX, PROPOSED MASTER SIGN PLAN

Walmart is pursuing a Master Sign Plan for Walmart Store #3170 located at 1320 US Highway 290 in Elgin, TX. The Master Sign Plan will include Exterior Wall Attached Signs, an Existing Pylon sign located on US Highway 290, and Fuel Station Canopy signage.

Pylon Sign:
The existing 40' height pylon sign has a main sign cabinet and a fuel sign cabinet. The main sign cabinet is an internally illuminated sign cabinet with a face of blue flex material with white lettering and a yellow spark. The main sign cabinet is a total area of 150 S.F. The fuel pricing cabinet of the pylon sign contains two internally illuminated sections (Unleaded & Diesel) along with two changeable fuel pricing sections. The Unleaded sign will be internally illuminated sign cabinet with a face of red flex material with white lettering. The Diesel sign will be internally illuminated sign cabinet with a face of green flex material with white lettering. The total square footage of the fuel cabinet is 91.75 S.F. Of that total, the internally illuminated sections of the sign are each 16.5 S.F. and the changeable sections are each 17.25 S.F. The location of the pylon sign is existing to remain.

Exterior Wall Attached Signs:
The exterior wall signage proposed in the Master Sign Plan includes updated exterior wall signage totaling 578.89 S.F. The front elevation (North Side) has seven (7) Walmart wall attached signs and two (2) tenant wall attached signs totaling 503.47 S.F. The side elevation (East Side) has two (2) wall attached signs totaling 75.42 S.F.

Fuel Canopy Signs:
The fuel canopy signage proposed in the Master Sign Plan includes four (4) Walmart & Spark channel letter signs totaling 123.72 S.F., two (2) Unleaded digital price signs totaling 25.02 S.F., and two (2) Diesel digital price signs totaling 25.02 S.F.

Pylon Sign	Sign Size	Lettering	Area
Main Sign Cabinet	25'-0" x 6'-0"	blue, white letters, yellow sp	150 SF
Secondary Sign Cabinet	25'-0" x 3'-8"	red, green, white letters	91.75 SF
			241.75 SF
Front Elevation (North Side) Signs			
Walmart	13'-0"x 2'-6"	White	32.50 SF
Spark Symbol	9'-1 1/2" x 10'-3"	Yellow Spark	93.53 SF
Pickup & Spark	14'-8 5/16" x 4'-5 7/16"	White with yellow spark	65.43 SF
Lifestyle & Pharmacy	31'-3 1/2" x 3'-5 3/8"	White	107.90 SF
Grocery	12'-1 1/2" x 3'-4 5/8"	White	41.05 SF
Outdoor	12'-9" x 2'-6"	White	31.88 SF
Vision	3'-7 1/2" x 1'-0"	White	3.69 SF
Pharmacy Drive-Thru with Arrow	27'-6 3/16" x 3'-2 5/32"4'-	White	87.49 SF
Existing Bank Tenant Sign	Not to exceed 20 S.F.	White	20.00 SF
Future Tenant Sign	Not to exceed 20 S.F.		20.00 SF
			503.47 SF
Side Elevation (East Side) Signs			
Pharmacy Drive-Thru	18'-9 1/8" x 2'-0 1/8"	White	37.71 SF
Pharmacy Drive-Thru	18'-9 1/8" x 2'-0 1/8"	White	37.71 SF
		Total East Elevation	75.42 SF
		Total Exterior Wall Signs	578.89 SF
Fuel Station Canopy Signs			
Walmart & Spark Symbol	11'-11 5/8" x 2'-7"	White with yellow spark	30.93 SF
Walmart & Spark Symbol	11'-11 5/8" x 2'-7"	White with yellow spark	30.93 SF
Walmart & Spark Symbol	11'-11 5/8" x 2'-7"	White with yellow spark	30.93 SF
Walmart & Spark Symbol	11'-11 5/8" x 2'-7"	White with yellow spark	30.93 SF
Digital Pricer (Unleaded)	4' 5 3/5" x 2'-9"	red with white letters	12.51 SF
Digital Pricer (Unleaded)	4' 5 3/5" x 2'-9"	red with white letters	12.51 SF
Digital Pricer (Diesel)	4' 5 3/5" x 2'-9"	green with white letters	12.51 SF
Digital Pricer (Diesel)	4' 5 3/5" x 2'-9"	green with white letters	12.51 SF
			173.76 SF

Sincerely,

JAMES E. TURNER, AIA
Architect of Record

Attached Exhibits are as follows:
Master Sign Package Presentation
C-1 Site plan dated 12/16/11 (Site plan with Fuel Station)
C-1 Site plan dated 03/11/13 (Overall site plan)
Sheet A2 Exterior Elevations

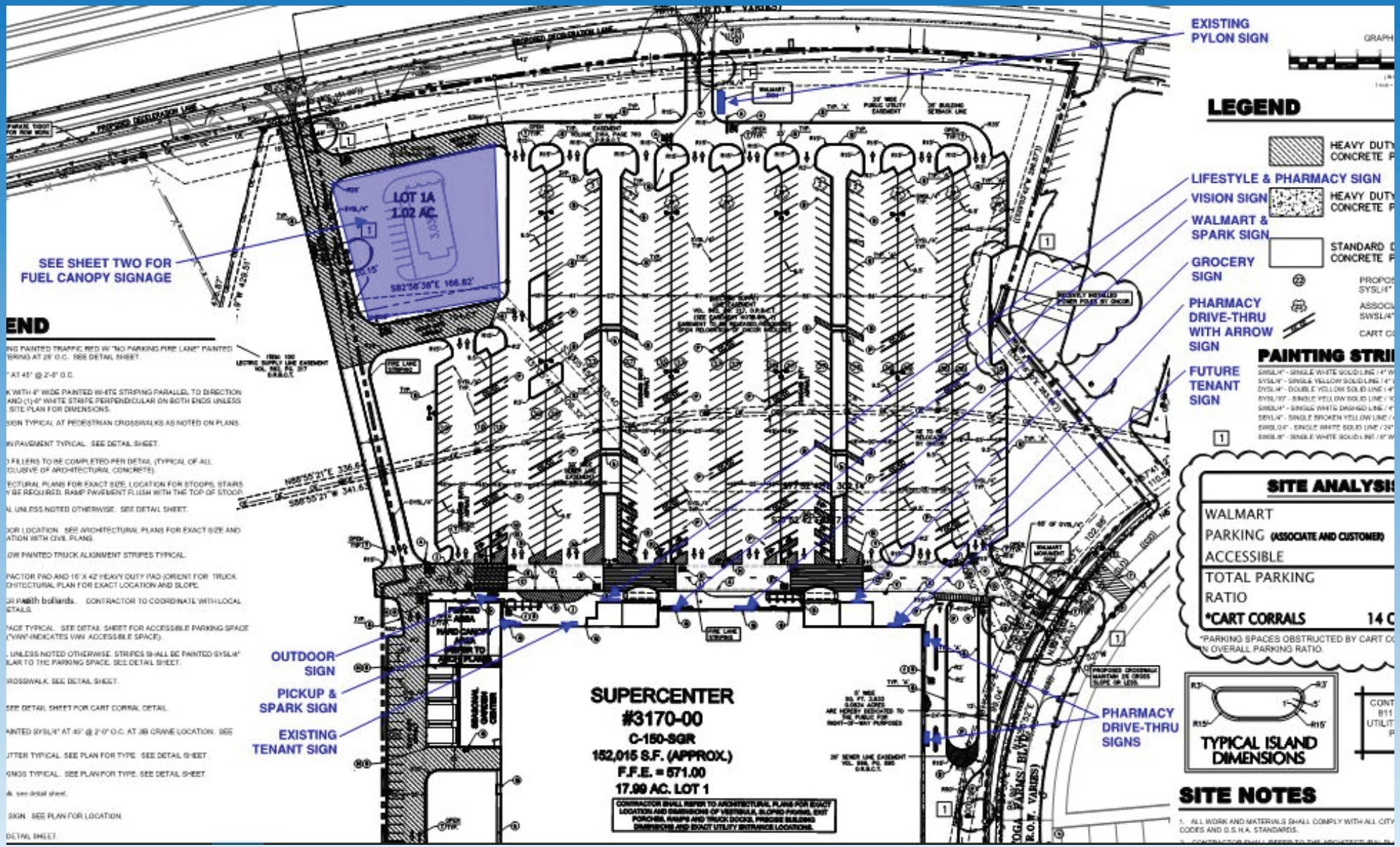
MASTER SIGN PLAN-04/26/2021

WALMART #3170

1320 US 290 W

ELGIN, TX 78621

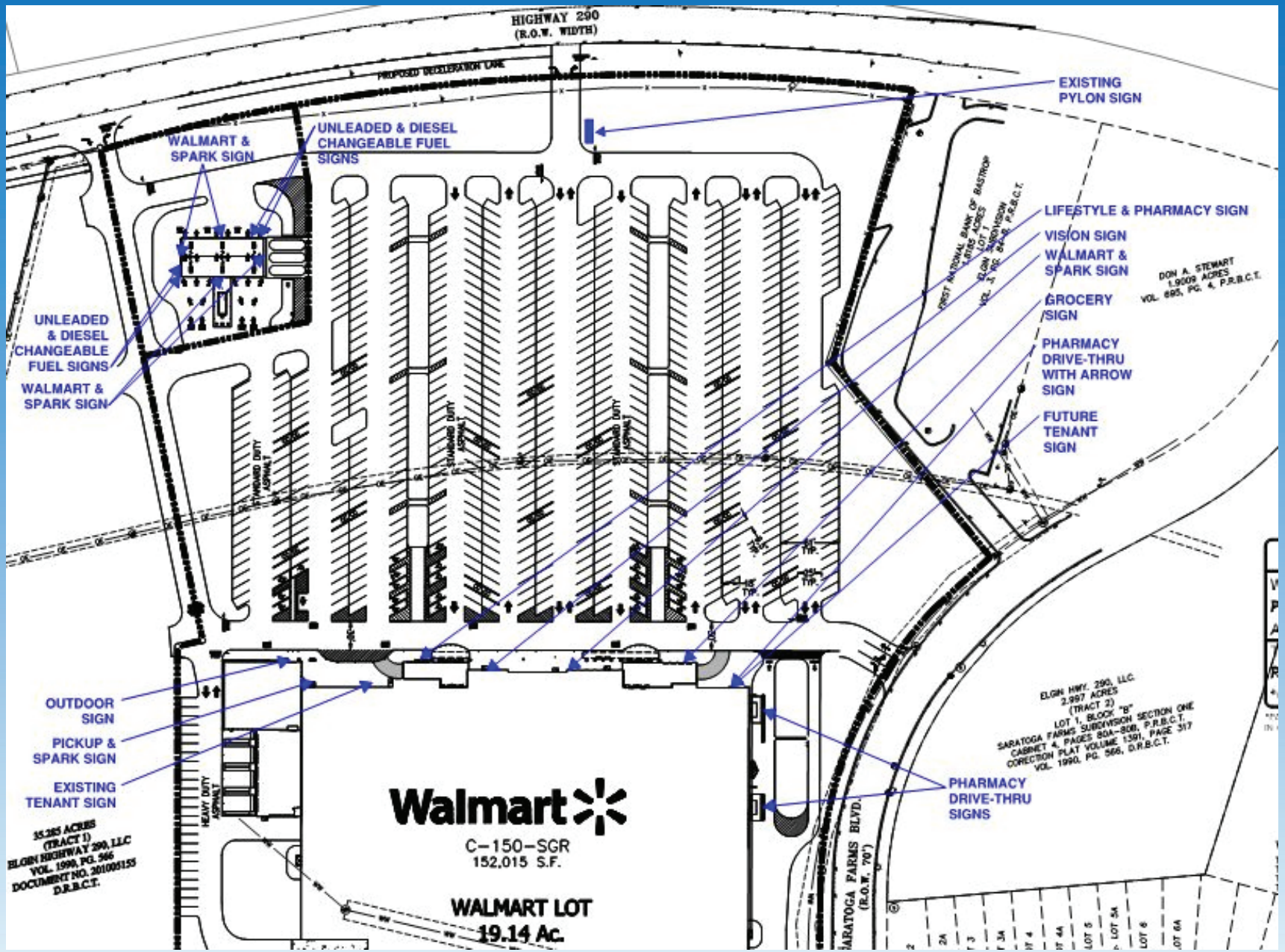
CYNTERGY



SIGN LOCATIONS-REFERENCE ATTACHED FULL SIZE SHEET C-1 DATED 3/11/13

MASTER SIGN PLAN 04-26-2021

CYNTERGY

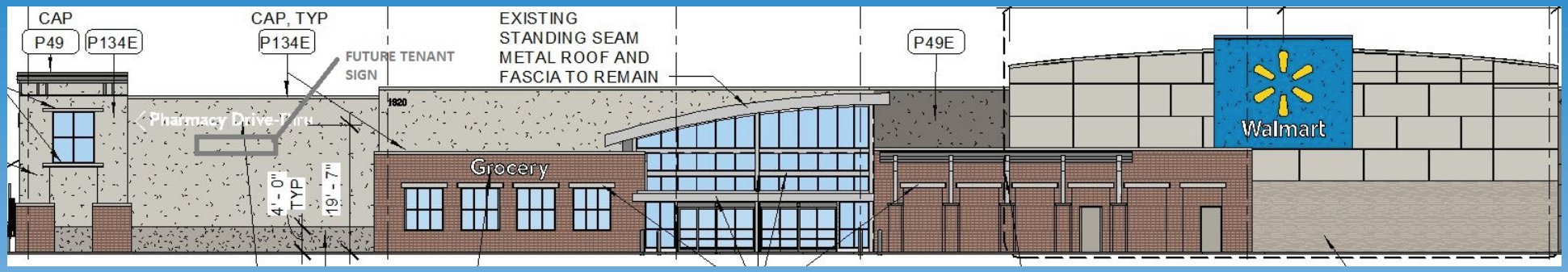


FUEL CANOPY SIGN LOCATIONS-REFERENCE ATTACHED FULL SHEET C-1 DATED 12/16/11

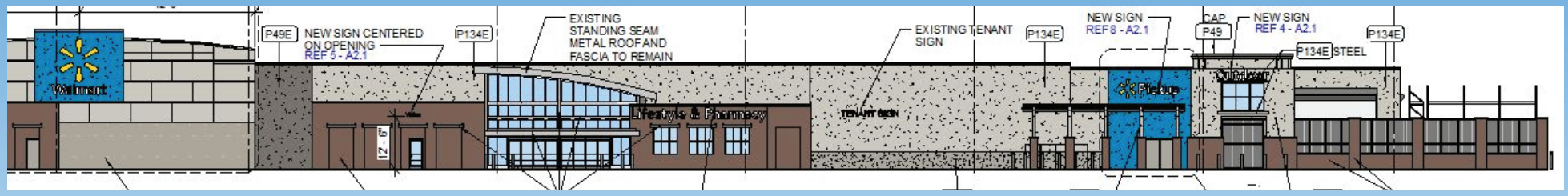
MASTER SIGN PLAN 04-26-2021

CYNTERGY

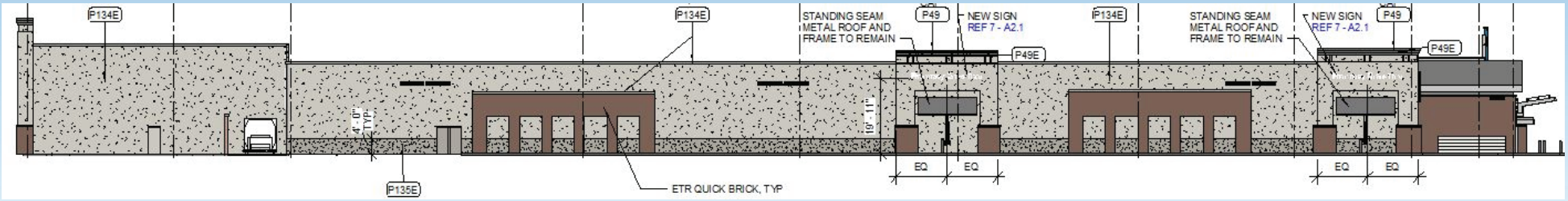
FULL FRONT ELEVATION



FRONT ELEVATION (LEFT SIDE: PHARMACY DRIVE-THRU W/ARROW, GROCERY, WALMART & SPARK SIGN)



FRONT ELEVATION (RIGHT SIDE: VISION, LIFESTYLE & PHARMACY, TENANT SIGN, PICKUP & SPARK, OUTDOOR SIGN)

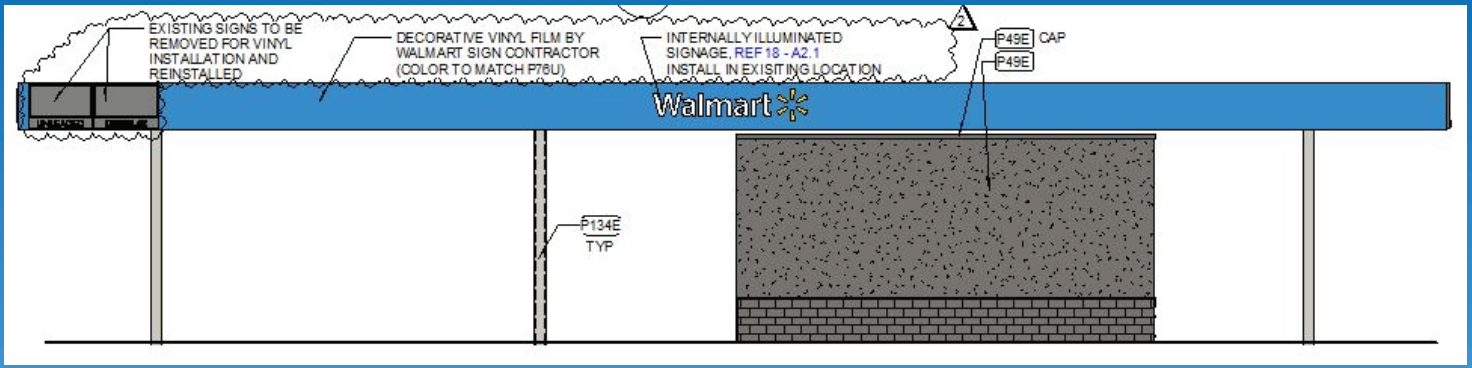


PHARMACY SIDE ELEVATION (PHARMACY DRIVE-THRU SIGNS)

REFERENCE ATTACHED FULL SIZE SHEET A2 & A2.1 FOR FULL ELEVATIONS & DETAILS

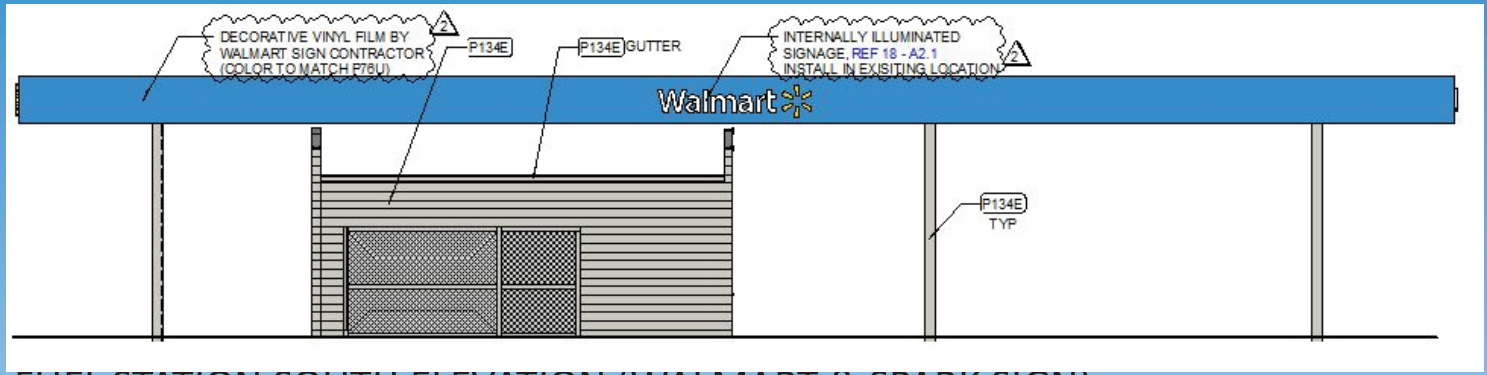
MASTER SIGN PLAN 04-26-2021

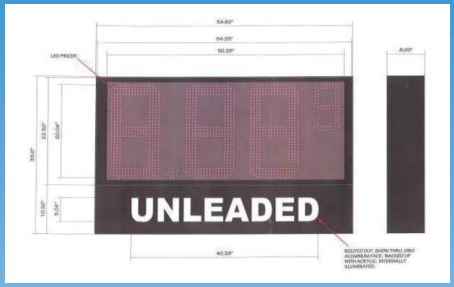
CYNTERGY



REFERENCE ATTACHED FULL SIZE SHEET A2 & A2.1 FOR FULL ELEVATIONS & DETAILS

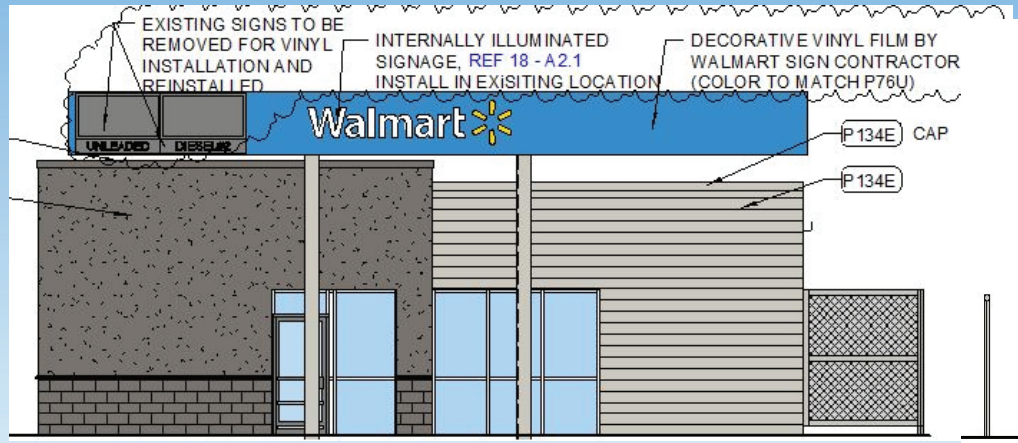
FUEL STATION NORTH ELEVATION (WALMART & SPARK SIGN, CHANGEABLE UNEADED & DIESEL SIGNS)

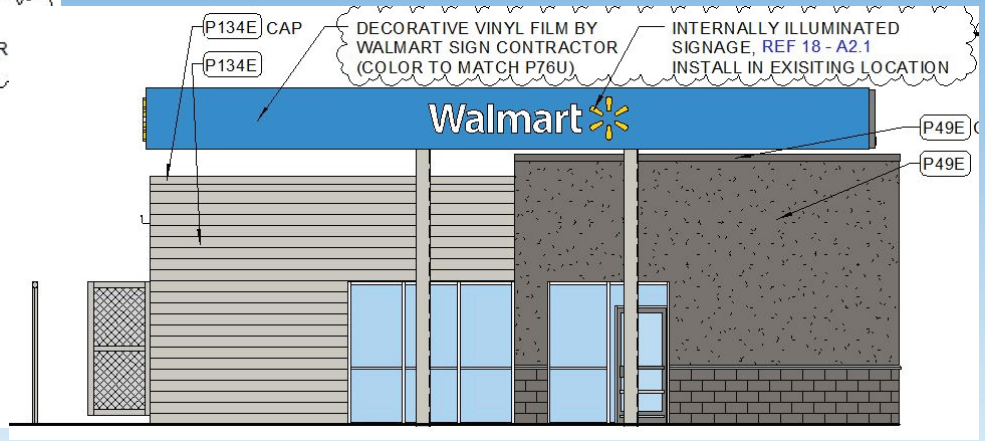




EXISTING DIGITAL FUEL SIGN (DIESEL-SIMILAR)

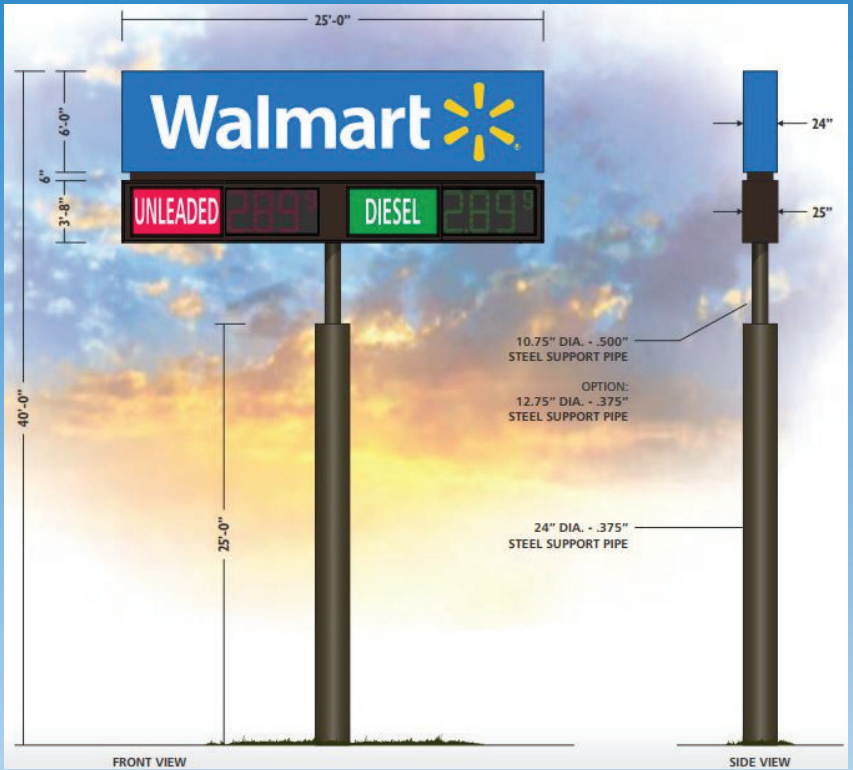
FUEL STATION SOUTH ELEVATION (WALMART & SPARK SIGN)





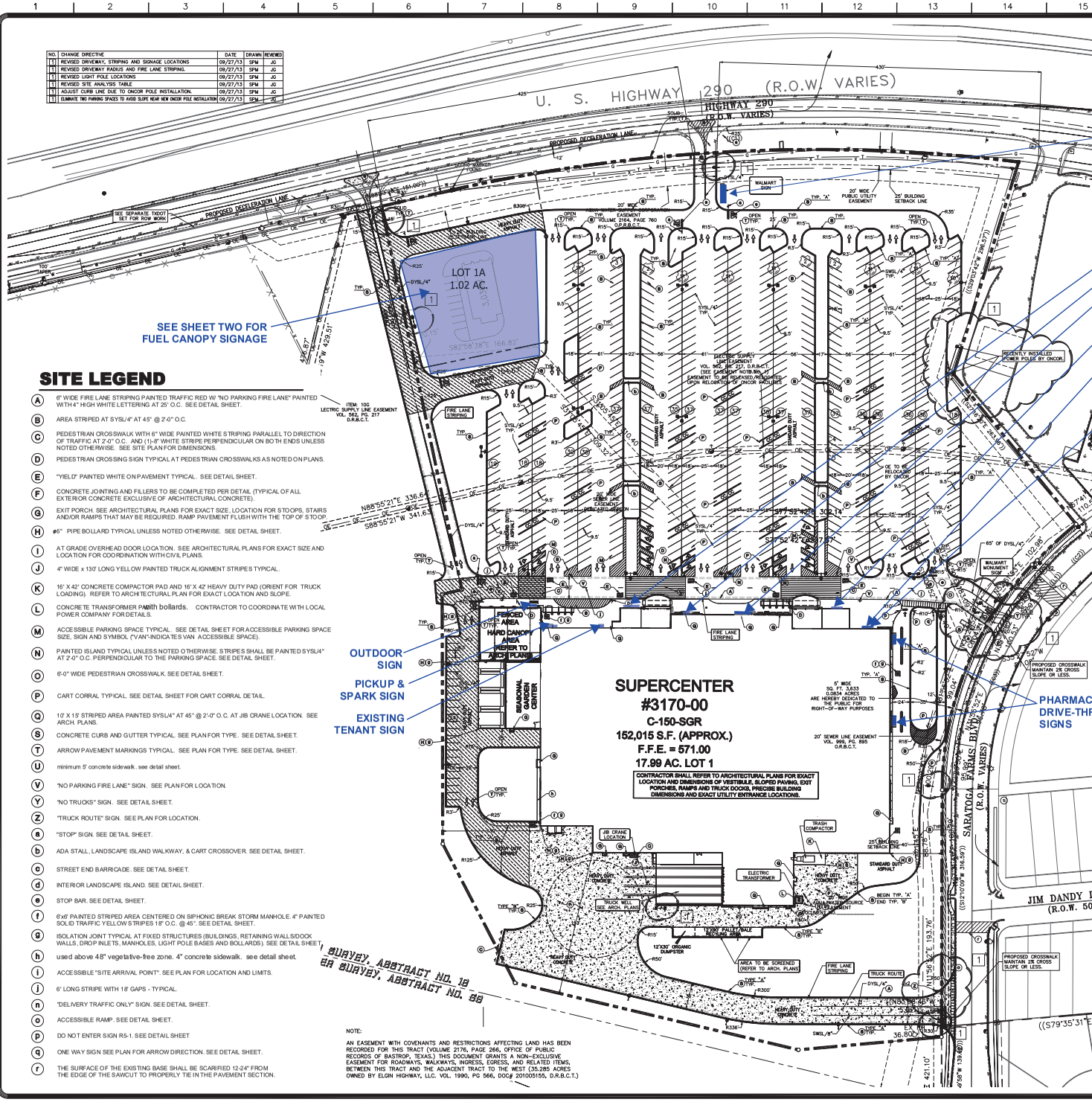
FUEL STATION WEST ELEVATION (WALMART & SPARK SIGN, CHANGEABLE UNLEADED & DIESEL SIGNS

FUEL STATION EAST ELEVATION (WALMART & SPARK SIGN)



EXISTING PYLON SIGN

NO.	CHANGE DIRECTIVE	DATE	DRAWN	REVISED
1	REVISED DRIVEWAY, STRIPING AND SIGNAGE LOCATIONS	09/27/13	SPM	JG
1	REVISED DRIVEWAY RADIUS AND FIRE LANE STRIPING.	09/27/13	SPM	JG
1	REVISED LIGHT POLE LOCATIONS	09/27/13	SPM	JG
1	REVISED SITE ANALYSIS TABLE	09/27/13	SPM	JG
1	ADJUST CURB LINE DUE TO ONCOR POLE INSTALLATION.	09/27/13	SPM	JG
1	ELIMINATE TWO PARKING SPACES TO AVOID SLOPE NEAR NEW ONCOR POLE INSTALLATION	09/27/13	SPM	JG



NOTE:

AN EASEMENT WITH COVENANTS AND RESTRICTIONS AFFECTING LAND HAS BEEN RECORDED FOR THIS TRACT (VOLUME 2176, PAGE 266, OFFICE OF PUBLIC RECORDS OF BASTROP, TEXAS.) THIS DOCUMENT GRANTS A NON-EXCLUSIVE EASEMENT FOR ROADWAYS, WALKWAYS, INGRESS, EGRESS, AND RELATED ITEMS, BETWEEN THIS TRACT AND THE ADJACENT TRACT TO THE WEST (35.285 ACRES OWNED BY ELGIN HIGHWAY, LLC. VOL. 1990, PG 566, DOC# 201005155, D.R.B.C.T.)

SITE LEGEND

- (A) 6" WIDE FIRE LANE STRIPING PAINTED TRAFFIC RED W/ "NO PARKING FIRE LANE" PAINTED WITH 4" HIGH WHITE LETTERING AT 25' O.C. SEE DETAIL SHEET.
- (B) AREA STRIPED AT SYSL/4" AT 45° @ 2'-0" O.C.
- (C) PEDESTRIAN CROSSWALK WITH 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND (1)-8" WHITE STRIPE PERPENDICULAR ON BOTH ENDS UNLESS NOTED OTHERWISE. SEE SITE PLAN FOR DIMENSIONS.
- (D) PEDESTRIAN CROSSING SIGN TYPICAL AT PEDESTRIAN CROSSWALKS AS NOTED ON PLANS.
- (E) "YIELD" PAINTED WHITE ON PAVEMENT TYPICAL. SEE DETAIL SHEET.
- (F) CONCRETE JOINTING AND FILLERS TO BE COMPLETED PER DETAIL (TYPICAL OF ALL EXTERIOR CONCRETE EXCLUSIVE OF ARCHITECTURAL CONCRETE).
- (G) EXIT PORCH. SEE ARCHITECTURAL PLANS FOR EXACT SIZE, LOCATION FOR STOOPS, STAIRS AND/OR RAMPS THAT MAY BE REQUIRED. RAMP PAVEMENT FLUSH WITH THE TOP OF STOOP.
- (H) ø6" PIPE BOLLARD TYPICAL UNLESS NOTED OTHERWISE. SEE DETAIL SHEET.
- (I) AT GRADE OVERHEAD DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE AND LOCATION FOR COORDINATION WITH CIVIL PLANS.
- (J) 4" WIDE x 130' LONG YELLOW PAINTED TRUCK ALIGNMENT STRIPES TYPICAL.
- (K) 16' X 42' CONCRETE COMPACTOR PAD AND 16' X 42' HEAVY DUTY PAD (ORIENT FOR TRUCK LOADING). REFER TO ARCHITECTURAL PLAN FOR EXACT LOCATION AND SLOPE.
- (L) CONCRETE TRANSFORMER PAD with bollards. CONTRACTOR TO COORDINATE WITH LOCAL POWER COMPANY FOR DETAILS.
- (M) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND SYMBOL ("VAN"-INDICATES VAN ACCESSIBLE SPACE).
- (N) PAINTED ISLAND TYPICAL UNLESS NOTED OTHERWISE. STRIPES SHALL BE PAINTED SYSL/4" AT 2'-0" O.C. PERPENDICULAR TO THE PARKING SPACE. SEE DETAIL SHEET.
- (O) 6'-0" WIDE PEDESTRIAN CROSSWALK. SEE DETAIL SHEET.
- (P) CART CORRAL TYPICAL. SEE DETAIL SHEET FOR CART CORRAL DETAIL.
- (Q) 10' X 15' STRIPED AREA PAINTED SYSL/4" AT 45° @ 2'-0" O.C. AT JIB CRANE LOCATION. SEE ARCH. PLANS.
- (S) CONCRETE CURB AND GUTTER TYPICAL. SEE PLAN FOR TYPE. SEE DETAIL SHEET.
- (T) ARROW PAVEMENT MARKINGS TYPICAL. SEE PLAN FOR TYPE. SEE DETAIL SHEET.
- (U) minimum 5' concrete sidewalk. see detail sheet.
- (V) "NO PARKING FIRE LANE" SIGN. SEE PLAN FOR LOCATION.
- (Y) "NO TRUCKS" SIGN. SEE DETAIL SHEET.
- (Z) "TRUCK ROUTE" SIGN. SEE PLAN FOR LOCATION.
- (a) "STOP" SIGN. SEE DETAIL SHEET.
- (b) ADA STALL, LANDSCAPE ISLAND WALKWAY, & CART CROSSOVER. SEE DETAIL SHEET.
- (c) STREET END BARRICADE. SEE DETAIL SHEET.
- (d) INTERIOR LANDSCAPE ISLAND. SEE DETAIL SHEET.
- (e) STOP BAR. SEE DETAIL SHEET.
- (f) 6'x6' PAINTED STRIPED AREA CENTERED ON SIPHONIC BREAK STORM MANHOLE. 4" PAINTED SOLID TRAFFIC YELLOW STRIPES 18" O.C. @ 45°. SEE DETAIL SHEET.
- (g) ISOLATION JOINT TYPICAL AT FIXED STRUCTURES (BUILDINGS, RETAINING WALLS/DOCK WALLS, DROP INLETS, MANHOLES, LIGHT POLE BASES AND BOLLARDS). SEE DETAIL SHEET.
- (h) used above 48" vegetative-free zone. 4" concrete sidewalk. see detail sheet.
- (i) ACCESSIBLE "SITE ARRIVAL POINT". SEE PLAN FOR LOCATION AND LIMITS.
- (j) 6' LONG STRIPE WITH 18' GAPS - TYPICAL.
- (n) "DELIVERY TRAFFIC ONLY" SIGN. SEE DETAIL SHEET.
- (o) ACCESSIBLE RAMP. SEE DETAIL SHEET.
- (P) DO NOT ENTER SIGN R5-1. SEE DETAIL SHEET
- (q) ONE WAY SIGN SEE PLAN FOR ARROW DIRECTION. SEE DETAIL SHEET.
- (r) THE SURFACE OF THE EXISTING BASE SHALL BE SCARIFIED 12-24" FROM THE EDGE OF THE SAWCUT TO PROPERLY TIE IN THE PAVEMENT SECTION.

GRAPHIC SCALE

(IN FEET)
1 inch = 8. 50

LEGEND

- HEAVY DUTY ASPHALTIC CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- STANDARD DUTY ASPHALTIC CONCRETE PAVEMENT
- (22) PROPOSED PARKING SPACES SYSL/4"
- (22) ASSOCIATED PARKING SPACES SWSL/4"
- CART CORRAL

PAINTING STRIPING LEGEND

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE EACH
DYSL/4" - DOUBLE YELLOW SOLID LINE / 4" WIDE EACH
SYSL/10" - SINGLE YELLOW SOLID LINE / 10" WIDE
SWDL/4" - SINGLE WHITE DASHED LINE / 4" WIDE
SBYL/4" - SINGLE BROKEN YELLOW LINE / 4" WIDE
SWSL/24" - SINGLE WHITE SOLID LINE / 24" WIDE
SWSL/8" - SINGLE WHITE SOLID LINE / 8" WIDE

SITE ANALYSIS TABLE

WALMART	152,015 S.F.
PARKING (ASSOCIATE AND CUSTOMER)	665 SPACES
ACCESSIBLE	19 SPACES
TOTAL PARKING	684 SPACES
RATIO	4.50/1,000 S.F.
*CART CORRALS	14 CORRALS /28 SPACES

*PARKING SPACES OBSTRUCTED BY CART CORRALS ARE NOT INCLUDED IN OVERALL PARKING RATIO.

TYPICAL ISLAND DIMENSIONS

CONTRACTOR SHALL CONTACT 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION

SITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY/STATE REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SEE 02900 SPECIFICATION.
4. ALL CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
5. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, ADJUSTMENTS OF PROPOSED GRADES (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
8. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY DOUCET & ASSOCIATES, INC.
9. TOTAL LAND AREA IS 19.0942± ACRES.
10. NO WETLANDS WERE PRESENT ON THIS SITE AS INDICATED BY THE LETTER FROM THE U.S. ARMY CORP OF ENGINEERS LETTER DATE 05-23-11. (REFERENCE)
11. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED "THE SITE SPECIFIC SPECIFICATIONS".
12. REFER TO ARCH. PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
13. ALL WM GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.
14. ALL JOINTS IN CONCRETE PAVEMENT SHALL BE SEALED. SEE JOINT DETAILS ON SHEET D-4.

SITE PLAN

REVISIONS	BY

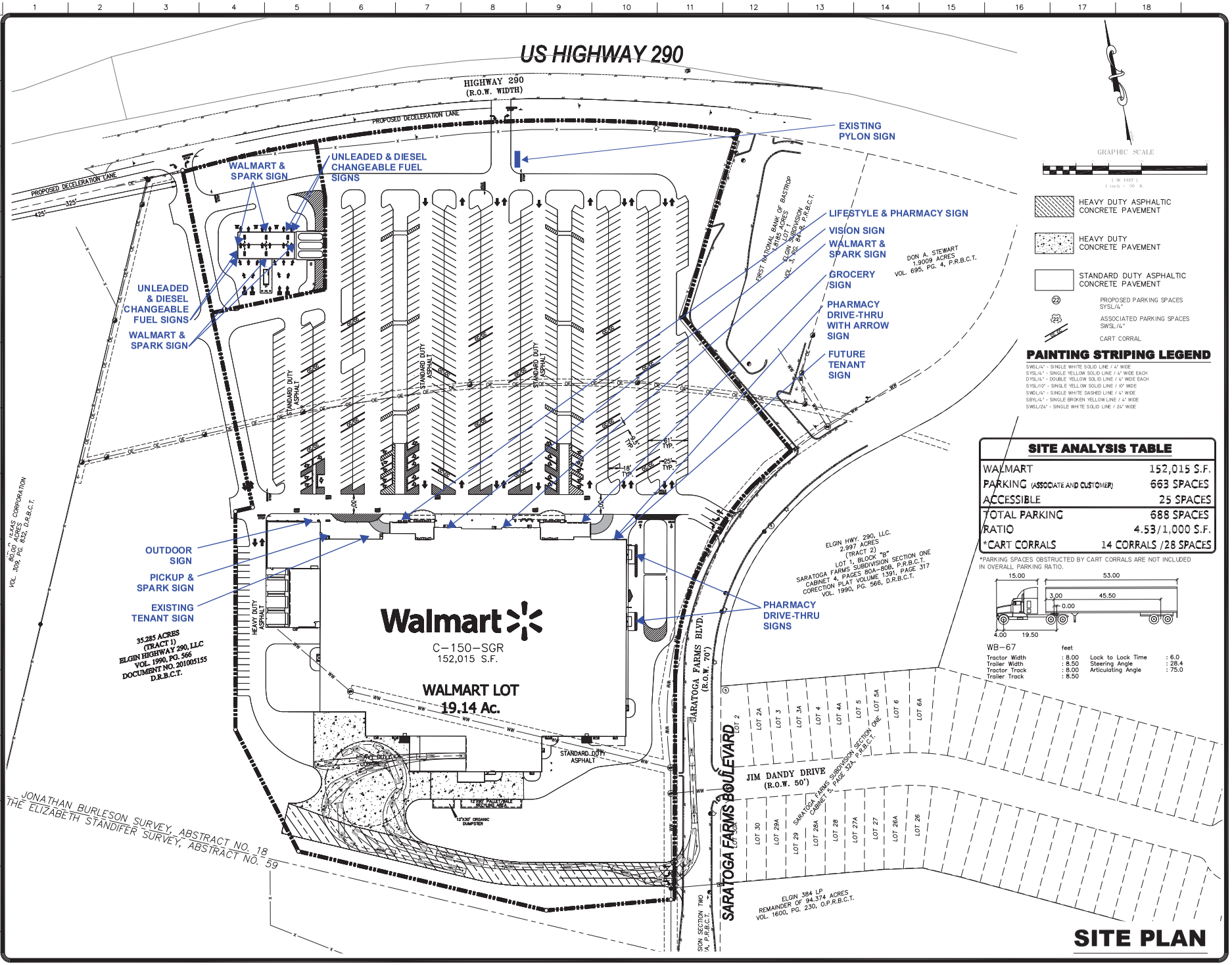
DOUCET & ASSOCIATES
Civil Engineering - Planning - Surveying/Mapping
7401 B. Highway 71 W, Suite 250
Austin, Texas 78735. Phone: (512)-583-2600
www.doucet-assoc.com, info@doucet.com
Firm Registration Number: 3937

STATE OF TEXAS
JOE GRASSO
73285
REGISTERED PROFESSIONAL ENGINEER

WALMART STORE #3170-00
ELGIN, BASTROP COUNTY, TEXAS
WAL-MART STORES, INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72716

Walmart

DRAWN
CRW
CHECKED
CRW
DATE
9/9/13
SCALE
AS SHOWN
JOB No.
003-028
SHEET
C-1
6 OF 57 SHEETS



REVISIONS	BY

FIRM REGISTRATION #3937
Doucet & Associates, Inc.
2401 Ridgepoint Drive, Suite A-2, Austin, Texas 78754
Phone: (512) 583-2600 Fax: (512) 583-2601
www.doucetandassociates.com
AUSTIN, TEXAS - DALLAS, TEXAS - EDINBURG, MASSACHUSETTS

WALMART STORE #3170-00
ELGIN, BASTROP COUNTY, TEXAS
WAL-MART STORES, INC.
2001 SE 10TH STREET
BENTONVILLE, AR 72716

DRAWN CRW
CHECKED CRW
DATE 5/20/21
SCALE AS SHOWN
JOB No. 001-000
SHEET C-1
2 OF 4 SHEETS

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: County Line Road Safety – *Councilmember Ibis*

DEPARTMENT: N/A

PROPOSED ACTION:
No Council action proposed by staff; This item has been placed on the agenda at the request of Councilmember Ibis for consideration of the topic as stated.

BACKGROUND:
No additional information available at this time.

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

RECOMMENDATION:
Consideration of Councilmember Ibis' agenda item as stated.

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.
{ } 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.