



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, July 20, 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_loV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. Public Hearing On An Ordinance Annexing Adjacent And Contiguous Territory To The City Of Elgin, Texas To Wit: 0.484 Acres Of Land And 9.19 Acres Of Land, Lying In And Being Situated Out Of The Thomas Garrison Survey, Abstract 178 In Bastrop County, Texas And Being Fully Described In Exhibit "A", Attached Hereto; Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

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. CITY MANAGERS REPORT

1. Introduction Of New Employees

Documents:

[NEW HIRE COUNCIL INTROS JULY 2021.PDF](#)

2. General Activity Report And/Or Project Update

Documents:

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

VIII. CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that are considered to be self-explanatory by the City Council and will be enacted with one motion, one second, and one vote. Any member of the City Council may pull any item from the Consent Agenda in order that the City Council discuss and act upon it individually as a part of the Regular Agenda.

1. City Council Special Meeting Minutes - June 29, 2021

Documents:

[EX SUMMARY JUNE 29, 2021 SPECIAL MEETING MINUTES.PDF](#)
[6-29-21 CITY COUNCIL SPECIAL MEETING MINUTES.PDF](#)

2. City Council Regular Meeting Minutes - July 6, 2021

Documents:

[EX SUMMARY JULY 6, 2021 REGULAR MEETING MINUTES.PDF](#)
[7-6-21 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

IX. NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2021 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2021 THROUGH SEPTEMBER 2026; AND PROVIDING FOR RELATED MATTERS

Documents:

[EXSUMMARY - 5YRCP .PDF](#)
[RESO5YRCP21.PDF](#)
[79WATERWW LINE REPLACEMENT.PDF](#)
[80CITY ALLEYS.PDF](#)

2. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND CARR LANE MANUFACTURING COMPANY AND AUTHORIZING THE MAYOR TO APPROVE THE AGREEMENT

Documents:

[EXSUMMARY CARR LANE CONTRACT.PDF](#)

[RESOLUTION FOR CARR LANE ED AGREEMENT.PDF](#)
[ELGIN EDC CONTRACT CARR LANE CLEAN 062121 \(REV. 7-9-21\)](#)
[COPY.PDF](#)

3. **AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 0.484 ACRES OF LAND AND 9.19 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178 IN BASTROP COUNTY TEXAS AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

Documents:

[COUNCIL COVERSHEET.PDF](#)
[CITY LIMITS AND ANNEXATION PROPOSAL MAP.PDF](#)
[ANNEXATION ORDINANCE.PDF](#)
[EXHIBIT A.PDF](#)

4. **AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 1; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

Documents:

[COUNCIL COVERSHEET.PDF](#)
[WARD ASSIGNMENT ORDINANCE.PDF](#)
[EXHIBIT A.PDF](#)

5. **AN ORDINANCE TO AMEND SECTION V.7 "FIRE PROTECTION" OF THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES NECESSARY TO GENERATE FUNDING FOR PLANNING AND INSPECTION SERVICES RELATED TO FIRE PROTECTION SYSTEMS AND CONTROLS FOR NEW CONSTRUCTION; TO AMEND SECTION V.7 OF ORDINANCE 2020-09-22-29; REORGANIZE AND SIMPLIFY THE CATEGORIES OF FEES AND CHARGES; REVISE EXISTING RATES; PROVIDE FOR A SAVINGS CLAUSE; REPEAL CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDE THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS STATED HEREIN.**

Documents:

[EXSUMBUDGET AMENDMENT FEE SCHEDULE.PDF](#)
[ORD AMENDING FIRE PROTECTION FEES.PDF](#)

6. **CONSIDERATION OF POSSIBLE APPOINTMENTS TO THE PARKS & RECREATION ADVISORY BOARD AND THE LIBRARY ADVISORY BOARD**

Documents:

[EX SUMMARY BOARD APPOINTMENTS.PDF](#)
[CORBETT JONES .PDF](#)
[STACEY VAN LANDINGHAM .PDF](#)
[CHARLES BROWN.PDF](#)
[JENNIFER JOHNSON.PDF](#)
[CHARLENE THOMAS.PDF](#)
[MARY ANN CLARK LAB APP.PDF](#)
[KERRY FRITZ LAB APP.PDF](#)

X. EXECUTIVE SESSION

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

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

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, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, July 16, 2021, in accordance with Chapter 551 of the Texas Government Code.



Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public hearing on an Ordinance annexing adjacent and contiguous territory to the City of Elgin, Texas to wit: 0.484 acres of land and 9.19 acres of land, lying in and being situated out of the Thomas Garrison Survey, Abstract 178 in Bastrop County, Texas and being fully described in Exhibit “A”, attached hereto; providing for a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services.

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the requested proposed annexation.

BACKGROUND: State law requires an annexation to have at least one (1) public hearing. This annexation is not part of any annexation development agreement as have previously annexed parcels.

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.



NEW HIRE REPORT

Jan. 2020 - Current

Dept/Division	Employee Name	Date of Hire	Occupation
EXECUTIVE	Stubbs, Jennifer	6/7/2021	City Secretary
FINANCE	Nauck, Mysty	11/11/2020	Finance Officer
FINANCE	Cerf, Sue	11/19/2019	Accounting
COURT	Duran, Sofi	8/26/2019	Municipal Court Clerk
Utility Billing	Aguero, Fernando	3/23/2021	Meter Reader
Utility Billing	Robinson, Jody	10/28/2019	Meter Reader
Utility Billing	Whitehead, Britney	9/24/2020	UB Billing Specialist
Utility Billing	Puente, Junior	5/3/2021	UB Billing Specialist
LIBRARY	Sandoval, Dulce	5/4/2021	Library Clerk PT
REC Center	Perez, Grace	12/2/2020	Rec Assistant PT
REC Center	Golden, Katherine	3/23/2021	Rec Assistant PT
REC Center	Meads, Callie	3/23/2021	Rec Assistant PT
REC Center	Swain, Dayton	3/23/2021	Rec Assistant PT
REC Center	Futujma, Laura	3/25/2021	Rec Assistant PT
REC Center	Buchanan, Tariq	4/20/2021	Rec Assistant PT
REC Center	Nelson, Leah	5/18/2021	Rec Assistant PT
REC Center	Mendoza, Anessa	5/4/2021	Rec Assistant PT
REC Center	Washington, Tevin	6/15/2021	Rec Assistant PT
REC Center	Hardi, Sandra	6/21/2021	Rec Assistant PT
REC Center	Brantley, Corey	6/22/2021	Rec Assistant PT
POOL	King, Danielle	5/4/2021	Lifeguard
POOL	King, Gabriella	5/4/2021	Lifeguard
POOL	Snowden, Kaitlyn	5/4/2021	Lifeguard
POOL	Marik, Audrey	5/18/2021	Lifeguard
POOL	Beddow, Camryn	6/15/2021	Lifeguard
POOL	Gibson, Cara	6/15/2021	Lifeguard
POOL	Sawyer, Jaydon	6/15/2021	Lifeguard
POOL	Neidig, Terrence	6/15/2021	Lifeguard
POOL	Perez, Melanio	6/28/2021	Lifeguard
POOL	Nunez, Elizabeth	6/28/2021	Lifeguard
POOL	Heilog, Isabella	6/28/2021	Lifeguard
POOL	Garcia, Mia	6/28/2021	Lifeguard



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 Special Meeting Minutes-June 29, 2021.

DEPARTMENT: Administration

PROPOSED ACTION: Review and approve the City Council Special Meeting Minutes- June 29, 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 Special Meeting Minutes- June 29, 2021.

ATTACHMENTS: City Council Special Meeting Minutes- June 29, 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 ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
JUNE 29, 2021

CALL TO ORDER

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

ROLL CALL

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

Staff: Thomas L. Mattis, City Manager
Michael Gonzalez, Public Works Director
Chris Noble, Police Chief
Jennifer Stubbs, City Secretary

PUBLIC COMMENT

There were no requests to speak under the public comment 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.

CITY COUNCIL REGULAR MEETING

June 15, 2021 – Page 2

Elgin Public Library Annex Council Chambers

1. Executive Session Item: Discussion Of Personnel Matters Pursuant To Chapter 551.074 Of The Texas Government Code

Mayor Ramirez announced that the City Council was retiring to executive session for personnel discussion. The time was 6:31 p.m. Mr. Ibis and Mr. Callahan left to abstain from executive session at 6:37 p.m.

RECONVENE

Mayor Ramirez reconvened the meeting at 8:03 p.m. No action was taken.

ADJOURNMENT

Mr. Dennis made a motion to adjourn. Mr. Maldonado seconded the motion. All voted in favor. The motion carried. The meeting was adjourned at 8:04 p.m.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes-July 6, 2021.

DEPARTMENT: Administration

PROPOSED ACTION: Review and approve the City Council Regular Meeting Minutes-July 6, 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 Regular Meeting Minutes-July 6, 2021.

ATTACHMENTS: City Council Regular Meeting Minutes-July 6, 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 REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
July 6, 2021

CALL TO ORDER

Mayor Pro Tem Brashar called the meeting to order at 6:30 p.m.

ROLL CALL

Present:

Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Jessica Bega, Council Member
Skyler Maldonado, Council Member
Thomas Ibis, Council Member
Matthew Callahan, Council Member
Forest Dennis, Council Member

Absent: Ron Ramirez, Mayor

Susie Arreaga, Council Member

Mayor Pro Tem Brashar stated there was a quorum and entertained a motion to excuse Mayor Ramirez and Ms. Arreaga from the Regular Council Meeting. Ms. Bega made a motion to excuse Mayor Ramirez and Ms. Arreaga from the meeting. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

Staff: Thomas L. Mattis, City Manager
Mysty Nauck, Accounting Supervisor
Michael Gonzalez, Public Works Director
Pamela Sanders, HR Director
Amy Miller, Community Development Director
Chris Noble, Police Chief
Beau Perry, City Engineer
Jennifer Stubbs, City Secretary
David Harrell, Development Services Director

INVOCATION

Mayor Pro Tem Brashar provided the invocation.

CITY COUNCIL REGULAR MEETING

June 15, 2021 – Page 2

Elgin Public Library Annex Council Chambers

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Brashar led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America and Pledge of Allegiance to the Texas Flag.

PUBLIC HEARING

1. Public Hearing On The Proposed 2021 Five-Year Capital Improvement Plan

Mayor Pro Tem Brashar stated the Regular Meeting was adjourned at 6:32 p.m. and called the Public Hearing to order at 6:32 p.m. Mr. Mattis provided comments and answered questions of the Council. There were no requests to speak under the Public Hearing Item. Mayor Pro Tem Brashar adjourned the Public Hearing at 6:37 p.m. and reconvened the Regular Meeting at 6:37 p.m.

PUBLIC COMMENT

Pete Bega, P.O. Box 661, stated the rapid growth in the city requires great planning from the city and it is not the time for council to shy away from responsibilities. He asked for his ward councilmembers to participate and make decisions that benefit all citizens. He stated he was disappointed that some councilmembers did not attend the closed session last week. Mr. Bega stated he and others will continue to attend council meetings to make sure the best interests of the city are taken care of.

PRESENTATION

1. Proclamation July National Parks & Recreation Month

Mayor Pro Tem Brashar read the July National Parks & Recreation Month Proclamation and presented it to Brad Kilgore from the Parks & Recreation Advisory Board.

2. Annual Audit Report For The Period Ending September 30, 2020 By BrooksWatson &Co. PLLC

Mike Brooks, BrooksWatson &Co. PLLC presented the audit report. Mr. Mattis stated this audit report is from September 2020 and will be made available online.

CITY COUNCIL REGULAR MEETING

June 15, 2021 – Page 3

Elgin Public Library Annex Council Chambers

CITY MANAGERS REPORT

1. General Activity Report and/or Project Update

Mr. Mattis stated he had no updates and would answer any questions.

CONSENT AGENDA

1. City Council Regular and Special Meeting Minutes – June 15, 2021

The item passed on the consent agenda.

2. AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY FOR A LIMITED PURPOSE ANNEXATION 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.

The ordinance passed on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES AND CONTRACT ADMINISTRATION RELATED TO THE ELGIN 2ND STREET ELEVATED WATER TANK; ELGIN OAKS ELEVATED WATER TANK AND TWO WATER PLANT GROUND STORAGE TANKS REPAINT PROJECT AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution passed on the consent agenda.

4. A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING THE AWARD OF A GRANT MANAGEMENT SERVICE PROVIDER CONTRACT FOR THE TEXAS HAZARD MITIGATION ASSISTANCE PROJECT FUNDED THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM).

The resolution passed on the consent agenda.

CITY COUNCIL REGULAR MEETING

June 15, 2021 – Page 4

Elgin Public Library Annex Council Chambers

5. A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING THE AWARD OF AN ENGINEERING SERVICE PROVIDER CONTRACT FOR THE TEXAS HAZARD MITIGATION ASSISTANCE PROJECT FUNDED THROUGH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

The resolution passed on the consent agenda.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING OFFICIAL SIGNATORIES FOR ALL CITY ACCOUNTS WITH THE CITY BANK DEPOSITORY FIRST NATIONAL BANK, OF ELGIN, TEXAS

The resolution passed on the consent agenda.

7. Request For Street Closures For The 34th Annual Hogeye Festival October 21-23, 2021.

The item passed on the consent agenda.

8. Request To Waive Open Container Ordinance October 21, 22 And 23 For The 34th Annual Hogeye Festival.

The item passed on the consent agenda.

9. Resolution For Agreement With Texas Department Of Transportation For Temporary Street Closure For The Hogeye Festival

The resolution passed on the consent agenda.

Mr. Dennis made a motion to approve the consent agenda. Ms. Bega seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS STATING SUPPORT FOR THE CITY MANAGER AND/OR TRC ENGINEERS INC. TO CONTINUE TO COMPLETION ENGINEERING PLANS AND CONSTRUCTION DOCUMENTS RELATING TO THE COUNTY LINE ROAD ROADWAY AND DRAINAGE PROJECT, PHASE 1 AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis provided information. Mayor Pro Tem Brashar stated there was a public comment request and invited the citizen up to the podium. Grant Hennig, 1116 Robin Road, thanked the councilmembers for questioning the project. He stated he thinks the council should wait until the money comes in from the developers and then spend the money. Mr. Hennig recommended a bond process for the voters and stated he would participate if there was a committee. Mr. Mattis

CITY COUNCIL REGULAR MEETING

June 15, 2021 – Page 5

Elgin Public Library Annex Council Chambers

stated this project is virtually funded. Phase 1 is funded by the developers, Phase 2 is funded by the grant, and Phase 3 is funded by Texas Department of Transportation (TXDOT). Mr. Mattis recommended the council move forward with this project. Discussion followed. Ms. Bega made a motion to approve the resolution as presented. Mr. Maldonado seconded the motion. The vote was: Bega-yes, Gibson-yes, Maldonado-yes, Callahan-no, Ibis-no, Dennis-yes, Brashar-yes. The motion carried.

2. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, AMENDING THE AMOUNT OF APPROPRIATIONS FOR THE GENERAL FUND AS WELL AS ALL OTHER FUNDS THAT PROVIDE FOR THE PAYMENT OF OPERATING AND CAPITAL EXPENDITURES AND BY CHANGING THE AMOUNT APPROPRIATED FOR VARIOUS DEPARTMENTS OF THE CITY AS ORIGINALLY ADOPTED BY ORDINANCE NO. 2020-09- 08-26 ADOPTED SEPTEMBER 8, 2020; IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF TEXAS AND THE ORDINANCES AND RULES OF THE CITY OF ELGIN, TEXAS; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

Mr. Mattis provided information and answered questions of the Council. Discussion followed. Mr. Dennis made a motion to approve the amendments to the budget as presented. Ms. Bega seconded the motion. The vote was: Dennis-yes, Brashar-yes, Bega-yes, Gibson-yes, Maldonado-yes, Callahan-yes, Ibis-no. The motion carried.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE CITY OF ELGIN POLICE DEPARTMENT MOLD REMEDIATION AND REMOVAL SERVICES PROJECT TO _____; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mayor Pro Tem Brashar stated there was one public comment. Grant, Hennig, 1116 Robin Road, stated the alleged petition language should not be included in the resolution language. Mr. Mattis provided information and stated staff is seeking authorization to spend no more than \$65,000 regarding the emergency mold remediation at the Elgin Police Department. Discussion followed. Mr. Maldonado made a motion to authorize the staff to move forward with the emergency mold expenditures not to exceed \$65,000. Ms. Bega seconded the motion. All voted in favor. The motion carried.

CITY COUNCIL REGULAR MEETING

June 15, 2021 – Page 6

Elgin Public Library Annex Council Chambers

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 Pro Tem Brashar stated there was no executive session this evening.

ANNOUNCEMENTS

Mr. Mattis stated the pool is opened on a modified schedule. Ms. Miller reminded the public about Sip, Shop, and Stroll this Thursday from 5:00 to 8:00 p.m. and invited the public to check the city's website for summer activities. Mr. Maldonado wished Mayor Ramirez a Happy Birthday.

ADJOURNMENT

Ms. Bega made a motion to adjourn. Mr. Dennis seconded the motion. All voted in favor. The motion carried. The meeting was adjourned at 7:59 p.m.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2021 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2021 THROUGH SEPTEMBER 2026; AND PROVIDING FOR RELATED MATTERS.

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration and adoption of Resolution approving 2021 Five-Year Capital Plan (5YRCP).

BACKGROUND:

Discussed at previous meetings; This action was scheduled as part of the FY2021-22 Budget Development Calendar and represents a formative step in the final development of the FY2021-22 Annual Budget.

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

The City Council conducted a Public Hearing on the Proposed 5YRCP at the July 6 Meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adoption of the Resolution approving 2021 Five-Year Capital Plan (5YRCP) for Capital Projects, as may or may not be amended.

ATTACHMENTS:

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

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2021 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS FROM OCTOBER 2021 THROUGH SEPTEMBER 2026; AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City Manager has prepared and submitted the proposed *City of Elgin 2021 Five-Year Capital Improvement Plan*, describing projected capital improvement expenditures and/or projects for all municipal operations the next five years ensuing; and,

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

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

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

Section 1. 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. Approval of 2021 Five-Year Capital Plan. The *City of Elgin 2021 Five-Year Capital Improvement Plan*, as amended, is hereby approved and adopted, a copy of which is to be attached hereto marked "Exhibit A" and made part of this Resolution as if copied verbatim herein.

Section 3. Prioritization of Projects. The Mayor and City Council do further hereby confirm the following five (5) "Unfunded 2021 CIP Projects" as listed in the *City of Elgin 2021 Five-Year Capital Improvement Plan* as top priorities and direct the staff to focus their efforts on attempting to secure resources to facilitate same:

- | | |
|---------------------------------------|--|
| 1. EPD Building Renovations | 3. County Line Rd Improvements - Phase 1 |
| 2. MLK & North Main Sidewalks | 4. Elgin Memorial Park Restrooms |
| 5. Veteran's Park Expansion – Phase 1 | |

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. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 20th day of July, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

City of Elgin 2021 Five-Year Capital Improvement Plan - Capital Projects

Project:	Water/Wastewater Line Replacement
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Budget:	\$540,000
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Department: Utility

Funding Source:	Utility Impact Fees
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Project Manager:
Director of Public Works



Project Description:

Annual design and construction of various water and wastewater lines as needed throughout the older sections of the City and/or the utility system; replacement of outdated main lines that are past useful life; projects will be an overall service enhancement for area residents and property owners; will increase both water pressure and volume for affected customers; projects will reduce future utility maintenance costs by replacing deficient subsurface infrastructure; preserves city investment in enterprise system; will generally enhance utility service and capacity for redeveloping portions of the city

City Council Goal(s) Met:

N/A

Budget	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Land Acquisition/ROW						\$0
Design/Administration	8,000	8,000	8,000	8,000	8,000	\$40,000
Construction	100,000	100,000	100,000	100,000	100,000	\$500,000
Miscellaneous						\$0
Total Project Cost	\$108,000	\$108,000	\$108,000	\$108,000	\$108,000	\$540,000
Annual Cost	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total
<i>Utility Fund</i>						\$0
- Capital Outlay	108,000	108,000	108,000	108,000	108,000	\$540,000
Total Expense	\$108,000	\$108,000	\$108,000	\$108,000	\$108,000	\$540,000

[illegible]

City of Elgin

2021 Five-Year Capital Improvement Plan - Capital Projects

Project: **City Alley Upgrades**

Budget:
\$405,000

Department:
Public Works

Funding Source:
TBD

Project Manager:
Director of Public Works



Project Description:

Annual design and upgrades to various public alleys as needed throughout the older sections of the City and overall transportation system; includes potential opening of currently unavailable city-owned alleyways and/or closing of unused or dysfunctional alleys; most current alleys are in need of comprehensive maintenance; projects will be an overall service enhancement for adjacent residents and property owners; projects will reduce future maintenance costs and will generally enhance property access in redeveloping portions of the city; projects will support diverse land uses and will enhance overall traffic and safety throughout the City

City Council Goal(s) Met:

N/A

Budget	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Land Acquisition/ROW						\$0
Design/Administration	6,000	6,000	6,000	6,000	6,000	\$30,000
Construction	75,000	75,000	75,000	75,000	75,000	\$375,000
Miscellaneous						\$0
Total Project Cost	\$81,000	\$81,000	\$81,000	\$81,000	\$81,000	\$405,000
Annual Cost	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total
General Fund						\$0
- Capital Outlay						\$0
Total Expense	\$0	\$0	\$0	\$0	\$0	\$0

Funding Source(s)	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total
General Fund						\$0
						\$0
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Resolution by the City Council approving an Economic Development Agreement between the City of Elgin Economic Development Corporation and Carr Lane Manufacturing and authorizing the Mayor to approve the Contract

DEPARTMENT: Economic Development

PROPOSED ACTION: Approve the resolution for the Economic Development Agreement

BACKGROUND: The Economic Development Corporation is selling five acres to Carr Lane Manufacturing to construct a 50,000 sq. ft manufacturing facility. The facility is estimated to cost between \$3.9 - \$4.4 Million. Carr Lane will also install approximately \$3.25 million in new machinery. The facility will employ 65 full time employees with hourly pay between \$13 -\$20 per hour. Carr Lane will keep a minimum of 65 employees for four years.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve the Resolution

ATTACHMENTS:

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

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

RESOLUTION NO.

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION
AND CARR LANE MANUFACTURING COMPANY AND AUTHORIZING THE
MAYOR TO APPROVE THE AGREEMENT**

WHEREAS, the City of Elgin, Texas (the “City”) desires to grant certain incentives to Carr Lane Manufacturing Company (the “Developer”) for the primary purpose of constructing approximately 50,000 square feet of new manufacturing space at a cost of approximately \$3.9-\$4.4 million, install approximately \$3.25 million in new equipment, hire 65 new full time employees and locate on approximately 5 Acres within the City of Elgin, Texas; and

WHEREAS, the City has found and determined that the Economic Development Agreement will further the public interest and welfare and the potential economic benefits that will accrue to the City are consistent with the City’s economic development objectives to increase sales and use tax revenues accruing to the City and attract additional jobs, and is necessary to promote or develop new business enterprises, and

WHEREAS, the Developer has project costs including new construction costs that will be beneficial to the City, and

WHEREAS, the amount of the agreement shall not exceed \$397,250

WHEREAS, the Developer will provide 65 full time jobs for a minimum of four years

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elgin, Texas:

1. That the above recitals are true and correct.
2. That the City hereby approves the Agreement between the City of Elgin Economic Development Corporation and Carr Lane Manufacturing Company
3. That the Mayor is authorized to approve the Economic Development Agreement between the City of Elgin Economic Development Corporation and Carr Lane Manufacturing Company

Adopted on this 20th day of July, 2021.

CITY OF ELGIN, TEXAS

Ron Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN CITY OF ELGIN, TEXAS ECONOMIC DEVELOPMENT CORPORATION AND CARR LANE MANUFACTURING COMPANY.

This Economic Development Agreement ("Agreement") is made by and between the CITY OF ELGIN, TEXAS ECONOMIC DEVELOPMENT CORPORATION (the "EDC") and CARR LANE MANUFACTURING COMPANY (the "Company").

RECITALS:

WHEREAS, the Company desires to expand and relocate its business to the City of Elgin (the "City") and to (1) purchase the Land (as hereafter defined) in the Elgin Business Park, (2) construct an approximately 50,000 square foot building ("Building") and related improvements on the Land at an estimated cost of \$3.9-\$4.4 million ("Estimated Construction Cost") and (3) install approximately \$3.25 million in equipment in the Building. (The Building, related improvements and installed equipment are collectively referred to herein as the "Plant"). Additionally, the Company will employ approximately 65 full-time employees with pay ranging from \$13 to \$20 per hour at the Plant;

WHEREAS, the Company has advised the EDC that contributing factors that would induce the Company to relocate its business and construct the Plant in the City of Elgin would be an agreement with the EDC to provide a performance-based economic development grant to the Company to defray a portion of the land purchase costs and property tax costs or other eligible Project Costs to be incurred by the Company as a consequence of relocating to Elgin and providing approximately 65 full-time employees at the Plant; and

WHEREAS, the EDC has found and determined that the relocation of the Company to the City will further the public interest and welfare and the potential economic benefits that will accrue to the EDC are consistent with the EDC's economic development objectives to increase sales and use tax revenues accruing to the EDC and attract additional jobs, and is necessary to promote or develop new business enterprises; and

WHEREAS, the EDC is authorized by Chapter 501 et. seq of the Texas Local Government Code, to establish economic development programs and to provide grants for economic development; and

WHEREAS, in a meeting of the Board of Directors of the EDC ("Board"), which was held on _____, 2021, and conducted in compliance with the requirements of the Open Meetings Act and the provisions of Chapter 501 of the Texas Local Government Code, the Board approved the terms of this Agreement and authorized the EDC to enter into this Agreement; and

WHEREAS, the EDC and the Company desire to set forth in this Agreement the terms and conditions of the performance based economic development payments to be made to the Company, its successors and assigns, as approved and authorized by the Board.

AGREEMENT

NOW THEREFORE, in consideration of the recitals set forth above, which the parties agree are true and correct, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties

agree as follows:

ARTICLE I

PURPOSE AND INTERPRETATION

Objectives. The Company hereby agrees to fund certain costs associated with the purchase of the Land as provided herein and to comply with the terms and conditions of this Agreement.

Concept and Structure. As authorized by Chapter 501 of the Texas Local Government Code, as amended, the EDC will make certain performance-based economic development grant payments as set forth in Article III of this Agreement to the Company for the purpose of reimbursing the Project costs incurred by the Company for the development of the Land.

ARTICLE II DEFINITIONS

"Agreement" shall mean this agreement between the EDC and the Company, including all exhibits hereto.

"Land" shall have the meaning given to such term in Article III.B of this Agreement.

"EDC" shall mean the City of Elgin, Texas Economic Development Corporation.

"Company" shall mean Carr Lane Manufacturing Company or any successor thereto or assignee thereof under this Agreement.

"Force Majeure" shall mean any event that hinders, delays or prevents the performance of an obligation under this Agreement, and that arises from events or conditions not within the control of the party whose performance is affected, including, but not limited to, acts of God, war, terrorism, disease, adverse weather conditions, government closures, shortages in materials or labor, delay or disruption to mail or delivery service, and fire or other casualty.

"Full Time Employee" shall mean a person who works at least 35 hours a week with a minimum pay of \$13 per hour.

"Project" shall mean the Company's purchase of the Land, construction of the Plant, and employment at the Plant of 65 Full-Time Employees with pay ranging from \$13 to \$20 per hour.

"Project Costs" shall have the meaning set forth in Chapter 501 of the Texas Local Government Code.

"Purchase Agreement" shall mean the Texas Real Estate Commission Unimproved Property Contract for the purchase of the Land that is attached to this Agreement as Exhibit "B".

"Road" shall mean a two-lane paved road to be constructed by the EDC from Roy Rivers Road to the Land at a mutually-acceptable location, which will be suitable for use by cars and trucks, including, without limitation, vehicles necessary for the construction of the Building and related improvements on the Land. The Road will be maintained by the EDC and/or the City after construction.

"Sales Tax Fund" shall mean the sales tax dollars received by the EDC on a monthly basis.

"Sales Tax Grant Payments" shall mean the performance-based economic development grant payments made by the EDC from its sales tax revenues as set forth in Section E of Article III of this Agreement.

"State" shall mean the State of Texas.

ARTICLE III

A. **General Statement.** The duty of the EDC to make a financial grant to the Company for any purpose under this Agreement is limited in its entirety by the provisions of this Agreement. Any financial grant made by the EDC pursuant to this Agreement shall be made pursuant to Chapter 501 of the Texas Local Government Code, as amended, and any other economic development or financing program authorized by applicable State law. No financial grant shall be made if the Company fails to materially comply with the terms and conditions of this Agreement on which payment of the Grant Payment is conditioned, after being afforded an opportunity to cure as stated herein.

B. **Land.** The EDC hereby agrees to sell approximately five (5) acres of land, the approximate location of which is shown as Lot 5 on attached Exhibit "A", and the Company agrees to purchase the Land in accordance with, and on the terms set out in, this Agreement and in the Purchase Agreement, shown in Exhibit "B" attached hereto. The purchase price of the Land is \$272,250 ("Purchase Price") which is the estimated fair market value as determined by the EDC. The EDC, at its sole cost and expense, will have the Land surveyed and field notes prepared, and upon approval by the Company of the survey, the legal description of the Land as shown by the survey will be automatically substituted for the depiction shown in Exhibit "A". The EDC, at its sole cost and expense, will cause the Land to be subdivided and platted in accordance with the City's requirements and on terms approved by the Company prior to closing on the sale to the Company, and the legal description of the Land, as subdivided, will be used in the deed conveying the Land to the Company. The premium for title insurance for the Land at closing, insuring fee simple title to the Land, in the full amount of the Purchase Price of the Land, subject only to the exceptions to title approved by the Company in accordance with the terms of the Purchase Agreement.

C. **Road and Utility Extensions:** The EDC will be responsible for constructing and extending the Road, at the EDC's sole expense, within the time frame agreed upon by the parties in the Estimated Construction Timeline, to provide Company access to the Land. The EDC shall deliver adequate domestic water and sanitary sewer to the site through any necessary extensions and upgrades to be paid for solely by the EDC (the "W&WW Extensions"). The Road and the W & WW Extensions shall be delivered to the site within the time frame in the Estimated Construction Timeline. The City of Elgin will maintain the Road in good and usable condition after completion.

D. **Offsite Regional Storm Water Detention Facility and Water Quality Pond:** EDC shall, at its sole cost and expense, develop an Offsite Regional Storm Water Detention Facility and Water Quality Pond (the "Detention Facility") for the non-exclusive use by the Company. EDC and the Company shall enter into an "Offsite Regional Storm Water Detention Facility Use Agreement" (the "Detention Facility Agreement") for use of the Detention Facility, on mutually acceptable terms. The Detention Facility Agreement shall include an easement from the Land to the Detention Facility. Company shall be allowed to flow storm water to the Detention Facility via above ground drainage. In the event that the Detention Facility will not be constructed within a time frame needed for the Project, EDC will work with the City Engineer to allow sheet drainage off of the Land in a manner approved by the Company.

E. **Estimated Construction Timeline:** Within 60 days after the Effective Date of this

Agreement, the parties will discuss: (1) the estimated time period for obtaining subdivision approval and closing on the Land, (2) the estimated time period for obtaining site development and construction approvals, (3) the time period for the Company to obtain the engineering and architectural plans for the Project and approval of the plans by the Design Review Committee for the Elgin Business Park, (4) the estimated time period for the construction of the Road by the EDC; (5) the estimated time required by the EDC to complete, or obtain completion of, the W&WW Extensions; (6) the estimated time required for the Company to obtain any other needed utility extensions, and (7) the estimated time period for completion of the Detention Facility and obtaining approval for sheet drainage as provided herein. Once the parties have obtained this information, and any other information they deem necessary, the parties will develop a timeline that establishes the period by which each party is obligated to complete its respective construction obligations (the "Estimated Construction Timeline"). The Estimated Construction Timeline will be adjusted by the parties from time to time if conditions occur that affect the ability of a party to perform its obligations within the estimated time period. The Company has an 18-month period in which to complete construction of the Building as provided in Article IV, Section C. In the event that the Company is delayed in its construction of the Building or related improvements within the time period provided in this Agreement, because of delays caused by (i) the EDC or the City failing to meet the estimated deadline for performance as shown on the Estimated Construction Timeline, such as completion of the Road or extension of utilities, or (ii) by an event of Force Majeure, the Company will not be deemed in default, and the parties will adjust the time period for the Company to complete construction of the Building and related improvements to allow additional time as may be reasonable, (but in no event less than one day of additional time for each day of delay) due to any such event.

F. Sales Tax Grant Payment. The EDC hereby agrees to make Sales Tax Grant Payments (sometimes also referred to herein as "Grant Payments") to the Company in the amount of Three Hundred Seventy-Two Thousand Two Hundred Fifty Dollars (\$372,250.00) to reimburse the purchase price of the Land (\$272,250.00) and (\$100,000.00) to offset property tax payments or other Project Costs from the Sales Tax Fund as follows:

Payment of the \$272,250.00 will be due and payable to the Company as provided herein within 30 days after the issuance of a Certificate of Occupancy for the Building.

Year 1 - When the Company reaches sixty-five (65) Full Time Employees at the new Plant the EDC will pay the Company One Hundred Eight Thousand and Sixty-Two Dollars (\$108,062). Year 1 shall mean the period beginning on the date on which a Certificate of Occupancy is issued for the Building and terminating one year thereafter. The Year 1 Grant Payment shall be payable when the Company reaches 65 Full Time Employees during Year 1. Payment shall be made to the Company within 30 days after the Company provides documentation to the City and the EDC evidencing that it has 65 Full Time Employees.

Year 2 – Grant of Ninety-Eight Thousand and Sixty-Two Dollars (\$98,062) contingent upon Company maintaining sixty-five (65) Full Time Employees at the new Plant for one year after the expiration of Year 1. The payment shall be made to the Company within 30 days after the Company provides documentation to the EDC that it has maintained 65 Full Time Employees during the one-year period.

Year 3 – Grant of Eighty-Eight Thousand and Sixty-Two Dollars (\$88,062) contingent upon Company maintaining sixty-five (65) Full Time Employees at the new Plant for one year after the expiration of Year 2. The payment shall be made to the Company within 30 days after the Company provides documentation to the EDC that it has maintained 65 Full Time Employees during the one-year period.

Year 4 – Grant of Seventy-Eight Thousand and Sixty-Two Dollars (\$78,062) contingent

upon Company maintaining sixty-five (65) Full Time Employees at the new Plant for one year after the expiration of Year 3. The payment shall be made to the Company within 30 days after the Company provides documentation to the EDC that it has maintained 65 Full Time Employees during the one-year period.

In addition to the above Sales Tax Grant Payments, the EDC will pay the Company an additional grant of \$25,000 conditioned upon the following: The Company will, prior to the expiration of Year 2, employ ten (10) additional employees (above the 65 proposed) at the new Plant. The EDC will pay the Company \$2,500 per additional employee. Payment will be due within 30 days after the Company provides documentation to the EDC that it has 10 additional employees. If the Company does not employ 10 additional employees prior to the expiration of Year 2, the additional \$25,000 grant will terminate.

G. Sales Tax Fund Investment and Accounting. Moneys in the Sales Tax Fund may be invested and reinvested by the EDC only in investments which would be eligible for investment pursuant to the provisions of the Public Funds Investment Act (Chapter 2256, Texas Government Code); provided that all such investments must mature at such times and in such amounts as necessary for all Sales Tax Grant Payments to be made to the Company as required by Article III of this Agreement. Moneys on deposit in the Sales Tax Fund will be secured by the depository bank in the same manner as EDC funds are required to be secured at the EDC depository.

Complete books and records shall be maintained showing deposits to and disbursements from the Sales Tax Fund which books and records shall be deemed complete if kept in accordance with Generally Accepted Accounting Principles as applied to State municipalities and in accordance with the provisions of the State law. Such books and records shall be available for examination by the duly authorized officers or agents of the Company during normal business hours upon request made not less than five (5) business days prior to the date of such examination. Such books and records shall be maintained throughout the term of this Agreement and for four (4) years thereafter.

H. Condition to Receipt of Grant Payments. No financial Grant Payment shall be paid to the Company until and unless all terms and conditions as stated in this Agreement for the payment of such Grant Payment have been materially complied with in full after the Company has been afforded the opportunity to cure, as stated herein.

ARTICLE IV. COMPANY OBLIGATIONS

A. General Statement. The EDC Grant Payments, as described above, are specifically conditioned upon the Company pursuing the purchase of the Land and the construction of the Plant in accordance with the terms of this Agreement. If the Company does so, and meets the conditions set forth in Section F of Article III, the Company will be entitled to the Grant Payments as provided therein. If the Company is in material default with regard to the purchase and construction obligations, and has failed to cure any default within the time period provided in Article VI, the EDC is relieved of any obligation to make any future Grant Payments.

B. Company Expansion. The Company agrees to purchase the Land, and construct the Plant in accordance with the terms set out in this Agreement. Additionally, the Company will employ approximately 65 Full Time Employees.

C. Expansion Timing. Construction of the Building shall commence within six (6) months after closing on the purchase of the Land, and will be completed within the eighteen (18) months after closing, subject to adjustment as provided in Section E of Article III. The date of completion will be the date on which a Certificate of Occupancy is issued by the City for the Building.

ARTICLE V REPRESENTATIONS

The EDC represents and warrants to the Company that it has full legal authority under all applicable laws to enter into and perform the obligations provided in this Agreement, including the payment of the Sales Tax Grants, on the terms provided herein and the sale of the Land under the terms of the at Purchase Agreement, and that all necessary approvals for the EDC to enter into this Agreement and the Purchase Agreement have been obtained. The EDC further represents that, to the best of its knowledge and belief, based on the EDC's projection of future revenues, the amounts contained in the Sales Tax Fund will be sufficient to pay the amounts due to the Company when they come due. The EDC agrees that if it is not able to pay the amounts due from the Sales Tax Fund, it will use its best efforts pay the Company the amounts due from another source of funds that is permitted to be used for payment by the EDC for economic development. The EDC recognizes that the Company is relying on these representations in entering into this Agreement and assuming the obligations set forth herein.

ARTICLE VI DEFAULT

A. In the event the Company, through no fault of the EDC or the City, fails to substantially complete the construction of the Building in accordance with the provisions of this Agreement, and if the EDC is not in default under the terms of this Agreement, then the EDC will have the option to repurchase the Land and improvements for the Purchase Price of the Land (less any Grant Payments paid to the Company to offset the Purchase Price of the Land) and the cost of any improvements constructed thereon, and to take ownership of the Land and improvements constructed thereon, in accordance with the terms of this Article, subject however, to the rights of any Company Lender (as hereafter defined). The Company will be required to provide satisfactory evidence of the cost of the improvements that it has constructed. The EDC's rights will not apply to any equipment installed by the Company in the Building, which will remain wholly owned by the Company and which may be removed by the Company within a reasonable period of time. If the EDC exercises its right to repurchase, this right will be in lieu of any other rights and remedies available to the EDC under this Agreement or at law or equity, except for the right not to make future Grant Payments. In order to exercise this option, the EDC must have provided the Company with 30 days' notice of default, as required by this Agreement and must exercise the option within 60 days after the expiration of the 30 day notice period, by obtaining the approval of the Board of the EDC for the repurchase, and providing the Company with written notice of the exercise of the option and providing payment in full for the repurchase price within the 60 day period. If the EDC fails to do so, the option will expire and be of no further force and effect. Company and EDC specifically agree to execute any and all documents needed to effectuate the re-conveyance if the option is timely exercised as provided herein. The EDC will retain a lien on the Land to secure its option to repurchase the Land and the Building until a Certificate of Occupancy is issued by the City, which will not be unreasonably withheld. Said lien will be released at that time, and the EDC agrees that it will execute any release document requested by the Company to evidence the release. The foregoing notwithstanding, the EDC's lien and repurchase option will be inferior to the lien and rights of any lender providing funds for the purchase of the Land and/or the financing of construction of the Plant ("Company Lender"), and the EDC will, upon request of the Company, promptly execute a subordination agreement in the form required by the lender to evidence the subordination of the EDC lien and option rights to the lender's lien. Furthermore, if the EDC's lien and option rights interfere with the ability of the Company to obtain financing at rates and on terms

normally available for transactions such as the purchase of the Land or the construction of the Plant, the EDC agrees to make a good faith effort to reach an agreement with the Company on the modification of the provisions of this Agreement in a manner that is mutually-acceptable to the EDC and the financial institution.

B. The provisions of Section A to the contrary notwithstanding, if the Building is at least seventy percent (70%) complete at the time that the deadline for construction expires, (subject to adjustment as provided in Section E of Article III) the Company will have an additional (6) months to complete the construction of the Building. If a Certificate of Occupancy is not issued after the six-month extension, the EDC will have the same right to exercise the option to repurchase the Land and Building as provided in Section A. The Building will be deemed complete when a Certificate of Occupancy is issued by the City of Elgin Building Department. The provisions of Sections A and B shall survive closing of the sale of the Land.

C. The provisions of the Purchase Agreement shall govern the terms of default and remedies in the event of a default by either the Company or the EDC in the purchase or sale of the Land.

D. The EDC will be in default if it fails to perform an obligation under this Agreement, and such failure persists past any notice and cure period.

ARTICLE VII

PERSONAL LIABILITY OF PUBLIC OFFICIALS OR COMPANY PERSONNEL

To the extent permitted by State law, no employee of the EDC, or any EDC Board member or agent of the EDC, shall be personally responsible for any liability arising under or growing out of this Agreement. No officer, employee, member of the Board of Directors of the Company, or any agent or representative of the Company, shall be personally responsible or personally liable for the performance of the Company's obligations under this Agreement, or for its failure to perform the obligations.

ARTICLE VIII

LAW TO BE OBSERVED

The Company and the EDC at all times shall observe and comply with all federal and state laws, local laws, ordinances, orders, and regulations of the federal, state, county, or City governments.

ARTICLE IX

INFORMATION

The Company shall, at such times and in such form as EDC may reasonably require, furnish periodic information concerning the status of the Company, and the performance of its obligations under this Agreement, and such other statements, certificates and approvals relative to the Company as may be reasonably requested in writing by the EDC.

ARTICLE X

FORCE MAJEURE

If, by reason of Force Majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such Force Majeure to the other party and the obligations of such party, to the extent affected by the event of Force Majeure, shall be suspended during the continuance of the Force Majeure, and such party shall use commercially reasonable efforts to remove or overcome such Force Majeure

with all reasonable dispatch. Failure by a party to use its commercially reasonable efforts as required in this Article shall render the party ineligible for an extension of time due to the event of Force Majeure. In the event of a Force Majeure arising from a delay in the completion by the EDC or its contractors of public infrastructure improvements to the Land or offsite improvements required by this Agreement, the EDC rather than the Company will be responsible for correcting, removing or abating such delay, and the delay in the Company's performance will be automatically approved and excused.

The parties recognize and agree that the Company needs to have a plant that is operational within the time period designated in the Estimated Construction Timeline in order to prevent interruption of its operations. If an event of Force Majeure, or the failure of the EDC or the City to perform its obligations in accordance with the approved Estimated Construction Timeline would result in a delay of 7 or more months to the Company's completion of the Plant within its deadline for completion, and the parties are unable to reach a mutually-acceptable amendment to this Agreement that addresses the issues caused by the delay, then the Company will have the right to terminate this Agreement with mutually acceptable terms regarding the resale of the Land to the EDC together with any improvements constructed thereon by the Company.

ARTICLE XI ADDRESS AND NOTICE

Any and all notices and communications under this Agreement shall be mailed by first- class mail, or delivered, to the Company at the following address:

Carr Lane Manufacturing
Company
4200 Carr Lane Court
St. Louis, MO 63119
Attn.: Colin Frost, COO

With a copy to:

Bickerstaff Heath Delgado Acosta, LLP
Attn.: Denise Cheney
3711 S. Mopac Expressway, Bldg. 1, Ste. 300
Austin, TX 78747

Any and all notices and communications under this Agreement shall be mailed by first- class mail, or delivered, to the EDC at the following address:

Owen Rock
Elgin Economic Development Corporation
P.O. Box 591
Elgin, Texas
78621

With a copy to:

Charles Crossfield
Sheets & Crossfield,
PC 309 East Main
Street

Round Rock, Texas 78664

ARTICLE XII APPLICABLE LAWS

THIS AGREEMENT IS MADE SUBJECT TO THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE BASTROP COUNTY, TEXAS. VENUE SHALL BE IN BASTROP COUNTY, TEXAS.

ARTICLE XIII CAPTIONS

The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

ARTICLE XIV SUCCESSORS AND ASSIGNS

This Agreement shall bind and benefit the respective parties and their legal successors, and shall be assignable by the Company, in whole or in part to any party, upon written notice to the EDC.

ARTICLE XV TERM

This Agreement shall become effective on the Effective Date, and shall end, subject to earlier termination as provided in this Agreement, when the obligations of the parties are fully performed.

ARTICLE XVI AMENDMENT OR MODIFICATIONS

This Agreement, including the Exhibits hereto, which are hereby incorporated into this Agreement, constitutes the full and final agreement of the parties as to the subject matter hereof, and supersedes all prior or contemporaneous negotiations, discussions and agreements. There are no representations, warranties, terms, conditions or obligations of the parties with regard to the subject matter hereof, that are not set out in this Agreement. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only by a written agreement signed by both parties.

ARTICLE XVII COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

ARTICLE XVIII NOTICE AND REMEDIES

A. **Notice and Opportunity to Cure.** If either party defaults in its obligations under this Agreement, the other party must, prior to exercising a remedy available to that party due to the

default, give written notice to the defaulting party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting party at least thirty (30) days from receipt of the notice to cure the default.

B. Remedies for Default. If either party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting party will have all rights and remedies available under this Agreement, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting party's obligations under this Agreement by specific performance or writ of mandamus, except as provided in Article VI to the contrary. In the event of default by the Company, in addition to the other remedies stated herein the EDC may cease making any EDC Grant Payments as provided in this Agreement. In the event of a default by the EDC, the Company will be entitled to terminate this Agreement, and/or the contract for the purchase of the Land, and/or seek a writ of mandamus, in addition to seeking any other available legal or equitable remedies. All rights provided in this Agreement, and legal or equitable remedies available to a party, will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other equitable remedy except as provided in Article VI. The provisions of this Article XVIII, Section B, will survive termination or closing on the purchase of the Land and termination or completion of this Agreement.

C. No Recapture of Sales Tax Grant Payment. No recapture of Grant Payments is required under this Agreement because the Grant Payments will not be made to the Company unless the Company (i) is not in default under this Agreement, and (ii) has satisfied the conditions required for the payment of the Grant Payment as provided in this Agreement.

Executed by the parties on the dates set forth below to be effective as of the date of the last party to sign ("Effective Date").

(signatures on following pages)

CITY OF ELGIN, TEXAS, ECONOMIC DEVELOPMENT
CORPORATION

By:

Owen Rock, Director

Date: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of the month of _____, 2021, by Owen Rock, Director of City of Elgin, Texas Economic Development Company, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____

CARR LANE MANUFACTURING COMPANY

By:

Colin Frost, COO

Date:_____

ACKNOWLEDGMENT

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021, by Colin Frost, Chief Operating Officer, of Carr Lane Manufacturing Company, on behalf of said Company.

Notary Public, State of _____

Exhibit "A"
Description of the Land

Exhibit “B”
Purchase Contract



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 0.484 ACRES OF LAND AND 9.19 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178 IN BASTROP COUNTY TEXAS AND BEING FULLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance for a voluntary annexation of 0.484 acres of land located at 122 Fisher St.

BACKGROUND: This parcel is part of a portion of land which contains the Burning Tree Lodge which our zoning code defines as a medical facility that treats drug and alcohol addiction. During zoning research, it was discovered that a small portion of land where the facility is located is outside of the City limits. This annexation will allow all the land owned by Burning Tree to be in the City limits.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

City Limits & Annexation Proposal Map and Ordinance with Exhibit “A”.

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

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

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

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

ArcGIS Web Map



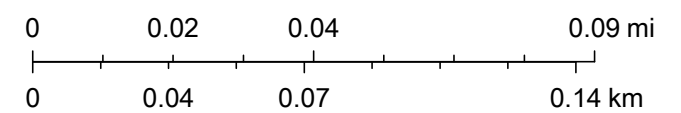
7/13/2021, 12:29:43 PM

 Bastrop Parcels Jan 2021

Elgin City Limits

 FULL PURPOSE

1:2,257



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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

ORDINANCE NO. 2021-07-20-

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 0.484 ACRES OF LAND AND 9.19 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178 IN BASTROP COUNTY TEXAS AND BEING FULLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

WHEREAS, pursuant to Section 43.028, Local Government Code, the owners of a tract of land containing 0.484 acres of land out of the Thomas Garretson Survey, Abstract 178 of land (the “Property”) more fully described in Exhibit “A”, have petitioned the City Council in writing to annex the Property, and

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

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

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

I.

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

II

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

III.

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

IV.

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

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Elgin, Texas.

VI.

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

VII.

That this Ordinance shall become effective after its passage

VIII.

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

IX.

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

X.

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

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

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

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

READ, PASSED, and ADOPTED on first reading this the 20th day of July 2021.

Ron M. Ramirez, Mayor

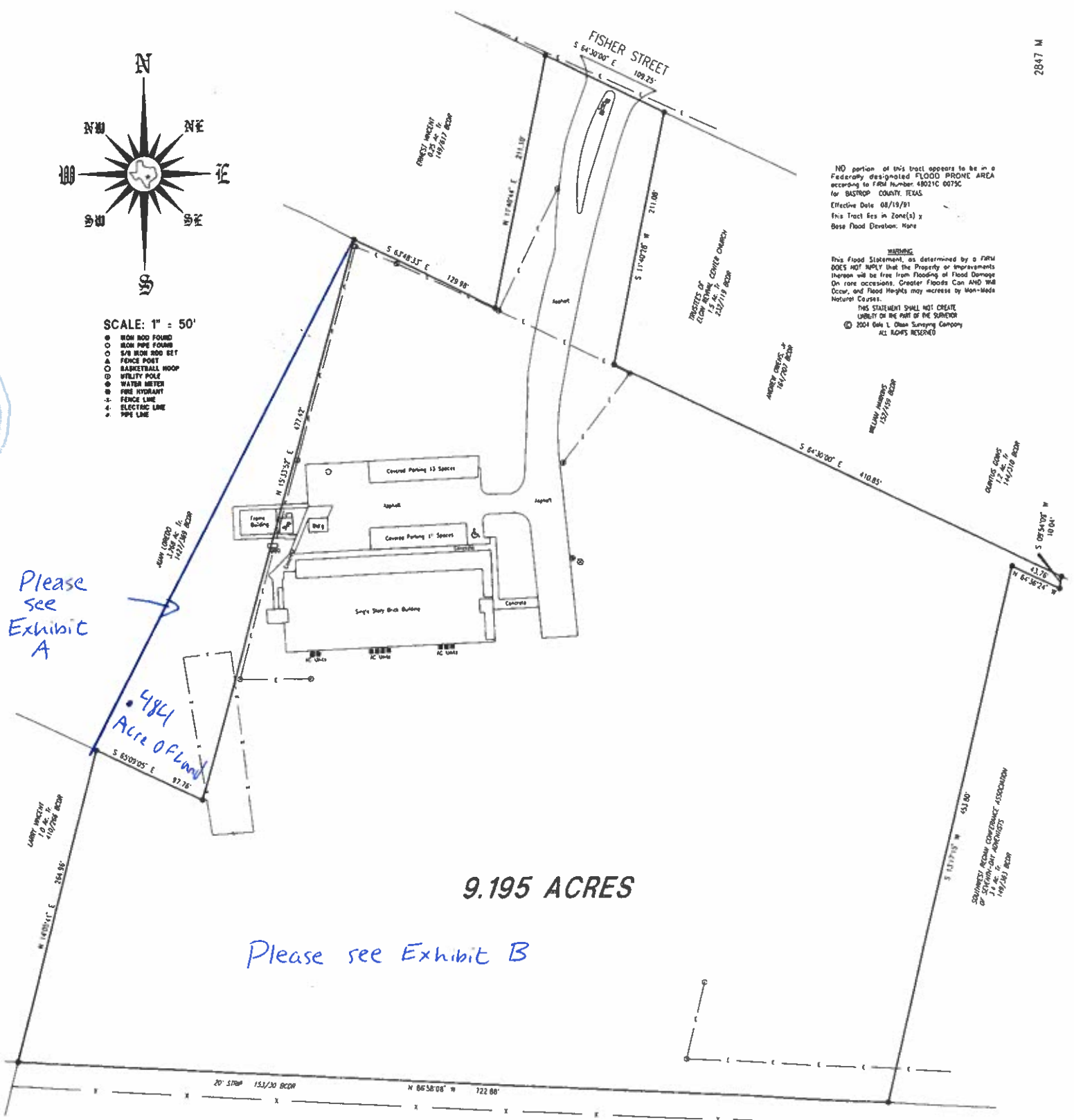
ATTEST:

Jennifer Stubbs, City Secretary



SCALE: 1" = 50'

- IRON ROD FOUND
- IRON PIPE FOUND
- 5/8" IRON ROD SET
- △ FENCE POST
- BASKETBALL HOOP
- UTILITY POLE
- WATER METER
- FIRE HYDRANT
- FENCE LINE
- ELECTRIC LINE
- PIPE LINE



9.195 ACRES

Please see Exhibit B

INFORMATION ONLY

The undersigned does hereby certify to the State Agency, Underwater Land Mortgage (e) and/or Purchase, that this survey was, this day, made on the ground, on the property legally described herein, and is correct, and there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility lines, or roads in place, except as shown herein, and that said property has access to and from a dedicated road way, except as shown herein.

DALE L. OLSON
REG. NO. 5396

MICHAEL D. OLSON
REG. NO. 5396

NO portion of this tract appears to be in a Federally designated FLOOD PRONE AREA according to FEMA Number 48031C 0075C for BASTROP COUNTY, TEXAS.
Effective Date: 08/19/91
This Tract lies in Zone(s) 1
Base Flood Elevation: None

WARNING:
This Flood Statement, as determined by a FIRM DOES NOT IMPLY that the Property or improvements thereon will be free from Flooding or Flood Damage. On rare occasions, Greater Floods Can AND WILL Occur, and Flood Heights may increase by Man-Made Natural Causes.
THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR
© 2004 Dale L. Olson Surveying Company
ALL RIGHTS RESERVED

DALE L. OLSON REGISTERED PROFESSIONAL LAND SURVEYOR 711 WATER STREET (512) 321-5476 BASTROP, TEXAS	
SURVEY PLAT of a 9.195 ACRE TRACT in the THOMAS GARRETSON SURVEY, A-178, BASTROP COUNTY, TEXAS.	
SCALE: 1" = 50.00'	SANTA ANITA, Inc.
DRAFTSMAN: D. BROOKS	

PROFESSIONAL
LAND SURVEYORS

1515 Chestnut Street (512) 303-0952
Bastrop, Texas 78621 Fax: (512) 332-0961

LEGAL DESCRIPTION

0.484 ACRE OF LAND OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT NO. 178, BASTROP COUNTY, TEXAS, COMPRISED OF A PORTION OF THAT TRACT CONVEYED AS 3.268 ACRES TO JUAN LOREDO AND ROSA LOREDO BY DEED RECORDED IN VOLUME 1427, PAGE 369, OFFICIAL RECORDS OF BASTROP COUNTY AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF C. RICHARD RALPH, R.P.L.S. NO. 4758 DURING AUGUST, 2010:

BEGINNING at a capped iron rod found marked "J.E. Garon" for the north corner hereof, the common north corner of said 3.268 acres and that tract conveyed as 9.915 acres to Santa Anita, Inc. by deed recorded in Volume 1473, Page 558 of said Official Records, same being the common south corner of that tract conveyed as 0.25 acre to Ernest Vincent by deed recorded in Volume 149, Page 617, Deed Records of Bastrop County and that tract conveyed to Guadalupe Hernandez per Bastrop Central Appraisal District Records;

THENCE S 38°12'23" W, (Bearing Basis for this survey per said Volume 1427, Page 369) 471.55 feet along the east or southeast line of said 3.268 acres, called to be common with the west line of said 9.915 acres (Note: the undersigned's survey reveals the bearing along the west line of said 9.915 acres (called to be common with the east line of said 3.268 acres) to be S 30°02'32" W, creating a 0.367 acre gap of undetermined ownership between the two tracts) to a capped iron rod found marked "J.E. Garon" for the south or southeast corner hereof, the southeast corner of said 3.268 acres (ostensibly an angle point along the west line of said 9.915 acres, but found iron rods (not capped or marked) delineating the west line of said 9.915 acres place this point approximately N 50°40'25" W, 67.74 feet away from the angle point and southeast corner of said 3.268 acres per said Volume 1473, Page 558);

THENCE N 50°24'24" W, pass at 29.84 feet S 28°32'38" W, 0.51 feet from an iron rod found called per said Volume 1473, Page 558 to be the common north corner of said 9.915 acres and that tract conveyed as 1.0 acre to Larry Vincent by deed recorded in Volume 410, Page 266 of said Official Records, continue for a total of 89.38 feet along the line called to be common with both said 9.915 acres and said 1.0 acre per said Volume 1427, Page 369 to an iron rod set for the west or southwest corner hereof;

THENCE N 48°59'02" E, 477.82 feet over and across said 3.268 acres to the POINT OF BEGINNING, containing 0.484 acre of land, more or less and shown on the survey map prepared herewith.

Surveyed by:



C. Richard Ralph
Registered Professional Land Surveyor No. 4758

Project No. 1011075 - 113/52



August 11, 2010

Exhibit A

DALE L. OLSON

Registered Professional Land Surveyor

711 Water Street

Bastrop, TX 78602

Phone (512) 321-5476 * Fax (512) 303-5476

Exhibit B

FIELD NOTES FOR FIELD NOTES FOR A 9.195 ACRE TRACT IN THE THOMAS GARRETSON SURVEY, BASTROP COUNTY, TEXAS.

BEING a 9.195 acre tract or parcel of land out of and being a part of the Thomas Garretson Survey, A-178, in Bastrop County, Texas, and being all of that certain 2.000 acre tract described in a deed from John R. Butlet, individually and as Trustee for Michael L. Butler, to L. Warren Investment, dated July 19, 1988, recorded in Volume 511, Page 639, Bastrop County Deed Records and being a part of that certain 7.189 acre tract described in a deed from John R. Butler, individually and as Trustee for Michael L. Butler, to T. Warren Investments, dated July 19, 1988, recorded in Volume 511, Page 642, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of the said 2.000 acre tract, a 1/2 inch iron rod found in the south line of Fisher Street, at the northeast corner of that certain 0.25 acre tract described in a deed from Mamie Hill to Ernest Vincent, recorded in Volume 149, Page 617, Bastrop County Deed Records, for the most northerly northwest corner of this tract.

THENCE with the south line of Fisher Street and north line of the 2.000 acre and before mentioned 7.189 acre tracts, S 64 deg. 30 min. 00 sec. E, 109.25 feet to a 1/2 inch iron rod found at the northeast corner of the 7.189 acre tract and northwest corner of that certain 1.5 acre tract described in a deed from Wayland Ridings to the Trustees of Elgin Revival Center Church, recorded in Volume 232, Page 119, Bastrop County Deed Records, for the most northerly northeast corner of this tract.

THENCE with the west line of the Elgin Revival Center tract, S 11 deg. 40 min. 28 sec. W, 211.09 feet to the southwest corner of same, a 1/2 inch iron rod found for an interior corner of the 7.189 acre tract, for an interior corner of this tract.

THENCE with a lower north line of the 7.189 acre tract, the south line of the Elgin Revival Center tract, the south line of the Andrew Owens Jr. tract, recorded in Volume 164, Page 207, the south line of the William Hawkins tract, recorded in Volume 152, Page 459, the south line of the Quintus Goins 1.2 acre tract described in Volume 144, Page 310, Bastrop County Deed Records, S 64 deg. 30 min. 00 sec. E, 410.85 feet to a 1/2 inch iron rod found at the northwest corner of that certain 3.4 acre tract described in a Correction Deed from W.H. Rivers III to the Southwest Region Conference Association of Seventh-Day Adventists recorded in Volume 149, Page 363, Bastrop County Deed Records, for a lower northeast corner of the 7.189 acre tract and this tract.

THENCE with the west line of the Seventh Day Adventists 3.4 acre tract and lower east line of the 7.189 acre tract, S 09 deg. 54 min. 09 sec. W, 10.04 feet to a 1/2 inch iron rod found; N 64 deg. 36 min. 24 sec. W, 43.76 feet to a 1/2 inch iron rod found; S 13 deg. 17 min. 15 sec. W, 453.80 feet to a 1/2 inch iron rod found in the north line of 20 foot dedicated strip of land described in a deed recorded in Volume 153, Page 30, Bastrop County Deed Records, the southwest corner of the Seventh Day Adventists tract, the southeast corner of the said 7.189 acre tract, for the southeast corner of this tract.

THENCE with the north line of the 20 foot strip and south line of the 7.189 acre tract, N 86 deg. 58 min. 08 sec. W, 722.88 feet to a 1/2 inch iron rod found at the southeast corner of the Larry Vincent 1.0 acre tract recorded in Volume 410, Page 266, Bastrop County Deed Records, the southwest corner of the 7.189 acre tract, for the southwest corner of this tract.

Exhibit B

THENCE with the lower west line of the 7.189 acre tract and east line of the Vincent tract, N 14 deg. 05 min. 41 sec. E, 264.96 feet to a ½ inch iron rod found in the south line of that certain 3.268 acre tract described in a deed from Herb Dieringer to Juan Loreda recorded in Volume 1427, Page 369, Bastrop County Deed Records, the northeast corner of the Vincent tract, an angle corner of the 7.189 acre tract, for an angle corner of this tract.

THENCE with the south line of the Loreda 3.268 acre tract, S 65 deg. 09 min. 05 sec. E, 97.76 feet to the southeast corner of same, a ½ inch iron rod found at an interior corner of the 7.189 acre tract, for an interior corner of this tract.

THENCE with the east line of the Loreda 3.268 acre tract and a lower west line of the 7.189 acre and before mentioned 2.000 acre tract, N 15 deg. 33 min. 52 sec. E, 477.42 feet to a ½ inch iron rod found at the northeast corner of the Loreda tract and a lower northwest corner of the 2.000 acre tract, for a lower northwest corner of this tract.

THENCE with a lower north line of the 2.000 acre tract and south line of the before mentioned Vincent tract, S 63 deg. 48 min. 33 sec. E, 129.98 feet to a ½ inch iron rod found at the southeast corner of the Vincent tract and an interior corner of the 2.000 acre tract, for an interior corner of this tract.

THENCE with the east line of the Vincent tract and upper west line of the 2.000 acre tract, N 11 deg. 40 min. 44 sec. E, 211.10 feet to the POINT OF BEGINNING, containing 9.195 acres of land.



Dale L. Olson
Reg. Pro. Land Surveyor 1753

OR

Michael D. Olson
Reg. Pro. Land Surveyor 5386

©2004 Dale L. Olson Surveying Co.

Order #: 143204

Date Created:09/21/04

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rose Pietsch

2004 SEP 24 01:54 PM 200415457
KRISTAB \$15.00
ROSE PIETSCH, COUNTY CLERK
BASTROP COUNTY, TEXAS

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

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

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

See Exhibit "A", attached hereto and incorporated herein.

(Here describe territory by metes and bounds.)

Please see attached ArcGIS Web Map. We are seeking to have lot 119386 brought into the city limits. We currently own and operate a business on lot 12610. We purchased lot 119386 in 2010 and have been using said lot for our business needs since the purchase date. I have also attached copies of the deeds for both lots.

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

Signed: _____

Signed: _____

Signed: *[Signature]* _____

THE STATE OF TEXAS
COUNTY OF BASTROP

Before me, the undersigned authority, on this day personally appeared PETER V. PIRAINO, AGENT, and —, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21 day of JUNE, 2021.



Melissa Lipiec
Notary Public, State of Texas

DAVID B. ELLIOTT

May 26, 2021

City of Elgin, TX

310 North Main Street

Elgin, TX 78621

To Whom It May Concern:

Please use this letter as my approval for Peter Piraino to act as my agent in regards to our renovation project and rezoning of the property located at 122 Fisher St., Elgin, TX 78621.

Please let me know if you have any questions or if there is anything else I need to provide. Thank you for your time and service.

Sincerely,

David Elliott

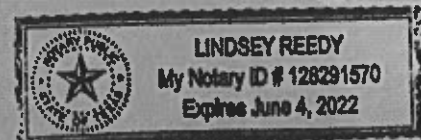
(469) 323-1202

dbelliott@att.net

STATE OF TEXAS
COUNTY OF DALLAS

MAY 26, 2021

x Lindsey Reedy



6621 TALMADGE LANE | DALLAS, TX 75230

Exhibit "A"



6/29/2021, 1:23:19 PM

Bastrop Parcels Jan 2021

Elgin City Limits

 FULL PURPOSE

1:2,257

A horizontal scale bar with tick marks at 0, 0.02, 0.04, 0.07, and 0.09. The unit 'mi' is placed below the 0.09 mark. Below the 0 mark, the unit 'km' is placed, and the value '0.15' is placed below the 0.09 mark.

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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 1; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on an ordinance assigning newly annexed property to City Council Ward Area No. 1; providing for a severability clause and providing an effective date; providing a savings clause and repealing conflicting ordinances and resolutions.

BACKGROUND: When a parcel of land is annexed into the City limits, State law requires assignment of the area to an elected representative. Based on location this parcel must be assigned to Council Ward No. 1.

BUDGET/FINANCIAL IMPACT:

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

ATTACHMENTS:

Ordinance and Exhibit "A".

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

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

ORDINANCE NO. 2021-07-20-

AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 1; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

WHEREAS, the territory described on Exhibit “A” (the “Property”) attached hereto and made a part hereof by reference for all purposes, was unilaterally annexed by the City of Elgin by Ordinance No. 2021-07-20-_____ on July 20, 2021; and

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

WHEREAS, the Property is so situated as to be assigned to City Council Ward Area No. 3; and it is the intention of the City Council to add this parcel to Ward Area No. 1; now, therefore,

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

I.

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

II.

That the Property described in the attached Exhibit “A” is hereby assigned to Council Ward Area No. 1.

III.

That this Ordinance shall become effective after its passage.

IV.

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

V.

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

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

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

READ, PASSED, and ADOPTED on first reading this 20th day of July 2021.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

Exhibit "A"



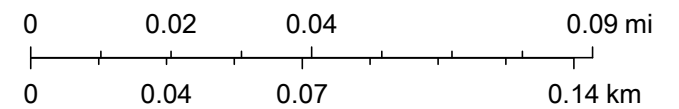
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 Bastrop Parcels Jan 2021

Elgin City Limits

 FULL PURPOSE

1:2,257



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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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE TO AMEND SECTION V.7 “FIRE PROTECTION” OF THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES NECESSARY TO GENERATE FUNDING FOR PLANNING AND INSPECTION SERVICES RELATED TO FIRE PROTECTION SYSTEMS AND CONTROLS FOR NEW CONSTRUCTION; TO AMEND SECTION V.7 OF ORDINANCE 2020-09-22-29; REORGANIZE AND SIMPLIFY THE CATEGORIES OF FEES AND CHARGES; REVISE EXISTING RATES; PROVIDE FOR A SAVINGS CLAUSE; REPEAL CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDE THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS STATED HEREIN.

DEPARTMENT: City Manager

PROPOSED ACTION: Adopt the Ordinance as presented.

BACKGROUND:

An Ordinance adopting a “Fee Schedule” that established fees and charges for most revenue sources received by the City was adopted on 9-22-2020 for the current Fiscal Year. In applying the Fees and Charges contained in Section V. 7 of the Fee Schedule, which covered charges related to Fire Protection, it was found that the original schedule was difficult to administer and caused some confusion by developers who were required to pay the fee. In an effort to simplify the process for charging for these fees, the Director of Development Services made changes to the structure of the fees that are included in EXHIBIT A as an attachment to the Ordinance. As can be seen, the new structure is much more streamlined and will not result in a loss of revenue to the City for providing the review and inspection services.

BUDGET/FINANCIAL IMPACT:

No adverse impact on the City’s ability to collect appropriate fees for the

RECOMMENDATION: Recommended for adoption.

ATTACHMENTS: A copy of the Ordinance with the exception of EXHIBIT A is included here. A detailed review of the changes will be provided at the Council meeting.

{X } Staff will be making a detailed presentation on this agenda 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.

ORDINANCE NO: _____

AN ORDINANCE TO AMEND SECTION V.7 “FIRE PROTECTION” OF THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES NECESSARY TO GENERATE FUNDING FOR PLANNING AND INSPECTION SERVICES RELATED TO FIRE PROTECTION SYSTEMS AND CONTROLS FOR NEW CONSTRUCTION; TO AMEND SECTION V.7 OF ORDINANCE 2020-09-22-29; REORGANIZE AND SIMPLIFY THE CATEGORIES OF FEES AND CHARGES; REVISE EXISTING RATES; PROVIDE FOR A SAVINGS CLAUSE; REPEAL CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDE THAT THIS ORDINANCE SHALL BECOME EFFECTIVE AS STATED HEREIN.

WHEREAS, the City Council adopted Ordinance 2020-09-22-29 on September 22, 2020 that codified among other things a series of fees and charges that were authorized to be collected for services rendered by the City; and

WHEREAS, the City Council has from time to time revised fees and charges based on need for additional funding to cover increased costs of services funded by said fees or to simplify the billing and collection process for such fees; and

WHEREAS, it was found Section V.7 “Fire Protection” fees were too detailed creating some confusion as to the appropriate fees to be assessed for City planning and inspection services; and

WHEREAS, a revised set of fees has been established that satisfies the cost recovery of City services in a more simplified fees structure as shown in EXHIBIT A that is attached to this resolution.

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

SECTION 1. All fees and charges listed in "EXHIBIT A" attached hereto and incorporated herein for all purposes are hereby adopted.

SECTION 2. All fees and charges listed in “EXHIBIT A” shall be effective and valid beginning July 1, 2021 through September 30, 2021.

SECTION 3. All fees authorized by the Code of Ordinances and referenced as "on file in the City Secretary's office" are shown in EXHIBIT A as incorporated herein.

SECTION 4. All ordinances, parts of ordinances or resolutions in conflict herewith are expressly repealed.

SECTION 5. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.

SECTION 6. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted, was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject

matter hereof was discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act.

READ AND APPROVED ON THIS THE 20th DAY OF JULY 2021.

BY:

Ron M. Ramirez, Mayor
City of Elgin, Texas

ATTEST:

Jennifer Stubbs, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Charles Crossfield, City Attorney

EXHIBIT A

ORDINANCE NO.

**AMENDED FEE
SCHEDULE
CITY OF ELGIN**

**FISCAL YEAR
2020-21**

Ending September 30th, 2021

EXHIBIT A - FEE SCHEDULE AMENDMENT		
Sect.	Category	Effective Date
V. 7	Fire Protection	On and after 7/1/2021
V.7	Fire Protection	
V.7.1	Fire Plan Review - F Fire Suppression/Alarm/Venthood Systems	
V.7.1.1	Deleted	
V.7.1.2	First Review	\$115.00 per project + \$0.20 / SF
V.7.1.3	Subsequent Review	\$90.00 flat fee each
V.7.2	Commercial Sprinkler System Permit	
V.7.2.1	Deleted	
V.7.2.2	Deleted	
V.7.2.3	Deleted	
V.7.2.4	Deleted	
V.7.3	Fire Alarm Detection System	
V.7.3.1	Deleted	
V.7.3.2	Deleted	
V.7.3.3	Deleted	
V.7.3.4	Deleted	
V.7.4	Misc. Fire Related Systems Inspections	
V.7.5	Commercial Fire Suppression System	
V.7.5.1	Deleted	
V.7.5.2	Deleted	
V.7.5.3	Deleted	
V.7.6	Commercial Gaseous/Dry Chemical Suppression System	
V.7.6.1	Deleted	
V.7.6.2	Deleted	
V.7.6.3	Deleted	
V.7.6.4	Deleted	
V.7.6.5	Deleted	
V.7.2	Fire Plan Review - Site Dev., Plat, & Subdivision Construction.	
V.7.2.1	Review	\$90.00 per hour. 1 hour minimum.
V.7.7.1	Deleted	

Sect.	Category	Effective Date
V. 7	Fire Protection	On and after 7/1/2021
V.7.3	Fire Plan Review - New Construction & Remodel	
V.7.3.1	First Review	\$115.00 per project + \$0.20 / SF
V.7.3.2	Subsequent Review	\$90.00 flat fee each
V.7.7.2	Deleted	
V.7.7.3	Deleted	
V.7.7.4	Deleted	
V.7.7.5	Deleted	
V.7.4	Fire Plan Review - Shell Building	
V.7.4.1	First Review	\$75.00 per project + \$0.10 / SF
V.7.4.2	Subsequent Review	\$90.00 flat fee each
V.7.8.1	Deleted	
V.7.8.2	Deleted	
V.7.5	Fire Plan Review - Tenant Improvement / Finish Out	
V.7.5.1	First Review	\$85.00 per project + \$0.15 / SF
V.7.5.2	Subsequent Review	\$65.00 flat fee each.
V.7.9.1	Deleted	
V.7.9.2	Deleted	
V.7.9.3	Deleted	
V.7.9.4	Deleted	
V.7.6	Fire Inspections	
V.7.6.1	First Inspection	\$115.00 per hour; \$75.00 each additional hour. 1 hour minimum
V.7.6.2	Subsequent Inspection	\$100.00 per hour; \$70.00 each additional hour. 1 hour minimum
V.7.10.1	Deleted	
V.7.10.2	Deleted	
V.7.10.3	Deleted	
V.7.10.4	Deleted	
V.7.10.5	Deleted	
V.7.10.6	Deleted	
V.7.10.7	Deleted	
V.7.10.8	Deleted	
V.7.10.9	Deleted	
V.7.11	Fire Marshall Certificate of Occupancy	
V.7.11.1	Certificate of Occupancy	\$100.00 + PRF
V.7.11.2	Certificate of Occupancy	\$100.00 + PRF
V.7.7	Penalty	
V.7.7.1	See V.1.7.1	
V.7.7.2	See V.1.6	



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDERATION OF POSSIBLE APPOINTMENTS TO THE PARKS & RECREATION ADVISORY BOARD AND THE LIBRARY ADVISORY BOARD

DEPARTMENT: Administration

PROPOSED ACTION: Appointment of members to the Parks & Recreation Advisory Board and Library Advisory Board.

BACKGROUND:

The two boards have vacancies due to people moving or not being able to attend meetings. Applications have been received from multiple people for these boards as follows: The Parks & Recreation Board has vacancies for **two terms that expire in 2023**, board applications received from Corbett Jones, Stacey Van Landingham, Charles Brown, Jennifer Johnson, and Charlene Thomas. Current Parks Board Members include: Brad Kilgore, Tiffany Finley, Carlos Gandia, Katherine Salon, and Jessica Hunziker. The Library Advisory Board has **one vacancy for a term expiring in 2021** and received applications from Mary Ann Clark and Kerry Fritz. Current Library Board Members include: Yennifer Ibarra, Janet Gudenkauf, Anjelica Huerte, Denise Halter, Charly Herring, and Jordan Brunes.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Appointment of members to the Parks & Recreation Advisory Board and Library Advisory Board as determined by the Mayor and City Council; and direction to staff as may be deemed appropriate.

ATTACHMENTS: Board Applications

{ } 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.

Application for Community Boards

Step 1

First Name	Corbett
Last Name	Jones
Telephone	4157932091
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	200 E Brenham
City	Elgin
State	TX
Zip Code	78621
Mailing Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	<i>Field not completed.</i>
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Planning and Zoning Commission, Economic Development Corporation, Main Street Board, Parks and Recreation Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	EDC, Parks and Recreation, Planning and Zoning

Why do you want to serve on this board?	I've recently purchased a home in Elgin and love this community. I've already worked with the city to produced video marketing materials and have started the popular Elgin Cycling Club. I want to see Elgin grow in a way that is positive, creative, community focused, and safe.
---	--

(Section Break)

Occupation and/or Area(s) of Expertise	Filmmaker and Real Estate Investor
--	------------------------------------

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

Additional Information

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

If yes, Council Ward:	1
-----------------------	---

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

(3) Are you a registered Voter?	Yes
---------------------------------	-----

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

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

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

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

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

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

No

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

No

If yes, please indicate name:

Field not completed.

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

Yes

If yes, please explain:

My company Films from the Range Inc has made marketing films for the city.

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

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

CJ

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

Signature of Applicant

Corbett Jones

Date

6/23/2021

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

Application for Community Boards

Step 1

First Name	Stacey
Last Name	Van Landingham
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Telephone	5123082854
Address	200 S. Avenue A
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	200 S. Avenue A
City	Elgin
State	Texas
Zip Code	78621
Email Address	staceyvee@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	<i>Field not completed.</i>

Why do you want to serve on this board?	I'm attracted to the level of energy, activity, and community engagement that this board has and want to be part of it.
---	---

(Section Break)

Occupation and/or Area(s) of Expertise	Publishing Production Director
--	--------------------------------

Education	College
-----------	---------

Additional Information

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

If yes, Council Ward:	2
-----------------------	---

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

(3) Are you a registered Voter?	Yes
---------------------------------	-----

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

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

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

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

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

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

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

No

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

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

No

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

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

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

SVL

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

Signature of Applicant Stacey Van Landingham

Date 5/25/2021

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

Application for Community Boards

Step 1

First Name	Charles
Last Name	Brown
Telephone	5125603149
Telephone	<i>Field not completed.</i>
Telephone	5125603149
Address	125 blue ridge trl
City	Elgin
State	Tx
Zip Code	78621
Mailing Address	125 blue ridge trl
City	Elgin
State	Tx
Zip Code	78621
Email Address	C_m_brown96@hotmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board
If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.	<i>Field not completed.</i>

Why do you want to serve on this board?	I would love to serve the community in something that I am passionate about. The ability to help promote public awareness of the public recreational facilities and services provided by the City and stimulate community participation in those programs.
---	--

(Section Break)

Occupation and/or Area(s) of Expertise	Currently The Community Champion for an app company. Previously was an aquarium director and corporate bird specialist for a chain of aquariums.
--	--

Education	Texas State - Business Administration
-----------	---------------------------------------

Additional Information

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

If yes, Council Ward:	<i>Field not completed.</i>
-----------------------	-----------------------------

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

(3) Are you a registered Voter?	Yes
---------------------------------	-----

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

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

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

I am an owner of a business located within the corporate limits of the City of Elgin.	No
---	----

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

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

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

Yes

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

No

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

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

No

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

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

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

Cmb

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

Signature of Applicant Charles M Brown

Date 4/15/2021

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Wednesday, April 14, 2021 10:51:16 AM

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

Application for Community Boards

Step 1

First Name	Jennifer
Last Name	Johnson
Telephone	5123755903
Telephone	<i>Field not completed.</i>
Telephone	<i>Field not completed.</i>
Address	103A hillside dr
City	Elgin
State	Texas
Zip Code	78621
Mailing Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Email Address	jennifer.dungey@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Parks and Recreation Board

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

Field not completed.

Why do you want to serve on this board?

I have a passion to support our community through health and fitness. I believe making sure that we have adequate spaces available for recreation and physical activity and that it is equitable is vital to the growing and thriving Elgin community!

(Section Break)

Occupation and/or Area(s) of Expertise

Family Support Specialist

Education

Some college

Additional Information

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

Yes

If yes, Council Ward:

Field not completed.

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

Yes

(3) Are you a registered Voter?

Yes

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

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

Yes

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

No

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

No

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

Yes

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

Yes

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

No

If yes, please indicate name:

Field not completed.

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

No

If yes, please explain:

Field not completed.

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

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

JJ

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

Signature of Applicant

Jennifer Johnson

Date

4/14/2021

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CITY OF ELGIN APPLICATION FOR COMMUNITY BOARDS

First Name

Charlene

Last Name

Thomas

Telephone

972-816-2332

Home

Telephone

Work

Telephone

Cell

Address

18000 Honey Locust Lane

City

Elgin

State

Texas

Zip Code

78621

Mailing Address

18000 Honey Locust Lane

City

Elgin

State

Texas

Zip Code

78621

Email Address

Charlenethomas11803@gmail.com

Is email a way of contacting you promptly?☐ Yes☒ No**If not, how?**

Text

Which of the Following Boards or Commissions Would You Like to Serve On☐ Board of Adjustment☐ Planning and Zoning Commission☐ Building Standards Commission☐ Public Safety Advisory Committee☐ Economic Development Corporation☐ Main Street Board☐ Historic Review Board☒ Parks and Recreation Board☐ Library Advisory BoardCheck
All
That
Apply.**If you apply for multiple boards/commissions, please rank your preferences as 1st, 2nd, 3rd, etc.****Why do you want to serve on this board?**

As Elgin grows it is of so much importance that we insure the maintenance and development of the parks for its youth. Connecting children with nature has never been as abundantly important than it is now.

Occupation and/or Area(s) of Expertise

Stay at home mom

If retired please indicate former occupation or profession.

Education

College

High School, College, etc.

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

☐ Yes

☒ No

If yes, Council Ward:

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

☒ Yes

☐ No

(3) Are you a registered Voter?

☒ Yes

☐ No

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

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

☒ Yes

☐ No

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

☒ Yes

☐ No

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

☐ Yes

☒ No

If yes, please indicate name:

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

☐ Yes

☒ No

If yes, please explain:

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

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

CT

Please sign your initials.

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

Signature of Applicant

Charlene Thomas

By typing your name into this field you authorize the City of Elgin to consider this an electronic signature.

Date

7/6/2021



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



(512) 285-5721



www.elgintx.com

Revised 10/22/2020

CITY OF ELGIN APPLICATION FOR COMMUNITY BOARDS

APPLICANT INFORMATION

First Name: Nancy Ann Last Name: Clark
Home Phone: 512-468-3569 Work Phone: _____ Cell Phone: 512-468-3569
Address: 3220 CR 467, Elgin, TX 78621
E-Mail Address: maclark0802@gmail.com
Is e-mail a way of contacting you promptly? ☒ Yes ☐ No If not, how? _____

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

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

Why do you want to serve on this board?

I am a retired librarian. I have been volunteering
at the Elgin Public Library for 6 years. I have been serving
on the Friends of the Library Board for 6 years, and I
continue to volunteer once a week. I believe our
library is a vital resource in Elgin.

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

Retired high school librarian. 40 years experience.

Education (High School, College, etc.):

BA - Texas Woman's University
Library Science - 34 hours - Sam Houston SU

APPLICATION FOR BOARD MEMBER

- (1) Do you reside within the City Limits of Elgin? ___ Yes ☒ No If Yes, Council Ward: ___
- (2) Do you reside within the Elgin Independent School District? ☒ Yes ___ No
- (3) Are you a registered Voter? ☒ Yes ___ No
- (4) For at least the preceding twelve (12) months:
- I am a registered voter of the city who has resided within the corporate limits of the City of Elgin; ___ Yes ☒ No
- I am an owner of real property within the corporate limits of the City of Elgin; ___ Yes ☒ No
- I am an owner of a business located within the corporate limits of the City of Elgin ___ Yes ☒ No
- (5) I have no delinquent City of Elgin taxes, utilities, or other City assessments; and have no pending claim against the City. ___ Yes ☒ No
- (6) I receive no compensation from nor am I employed by, nor hold any other position with, the City of Elgin government. ___ Yes ☒ No
- (7) Are you currently serving on any other City Board/Commission/Committee? ___ Yes ☒ No
If yes, please indicate name: _____
- (8) Do you or your employer have any business dealings with the City of Elgin that might present a conflict of interest? ___ Yes ☒ No
If yes, please explain: _____

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

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

Mac

Please sign your initials.

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

Trayon Clark
Signature of Applicant

5/19/2021
Date

THANKS FOR YOUR INTEREST!

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



310 North Main Street
P.O. Box 591
Elgin, Texas 78621
(512) 285-5721

From: noreply@civicplus.com
To: [Amelia Sanchez](#)
Subject: Online Form Submittal: Application for Community Boards
Date: Monday, April 12, 2021 7:19:56 PM

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

Application for Community Boards

Step 1

First Name	Kerry
Last Name	Fritz
Telephone	5126616299
Telephone	5126616299
Telephone	<i>Field not completed.</i>
Address	506 Blanco Woods Blvd
City	Elgin
State	TX
Zip Code	78621
Mailing Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	78621
Email Address	Kafritz5@gmail.com
Is email a way of contacting you promptly?	Yes
If not, how?	<i>Field not completed.</i>
Which of the Following Boards or Commissions Would You Like to Serve On	Library Advisory Board

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

Field not completed.

Why do you want to serve on this board?

I have lots of children of various ages. Homeschool parent

(Section Break)

Occupation and/or Area(s) of Expertise

Human resources

Education

College

Additional Information

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

Yes

If yes, Council Ward:

Field not completed.

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

Yes

(3) Are you a registered Voter?

Yes

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

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

Yes

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

Yes

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

No

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

Yes

(6) I receive no compensation from nor am I employed by, nor hold any other position with, the

Yes

City of Elgin government.

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

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

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

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

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

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

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

Signature of Applicant Kerry A Fritz

Date 4/12/2021

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