



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, NOVEMBER 16, 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 Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone As Planned Development District (PDD), The Property Being Approximately 68.992 Acres Of Land And Being Described In Exhibit "A", Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

Documents:

[NEW PUBLIC HEARING COUNCIL COVERSHEET.PDF](#)

2. **Public Hearing On An Ordinance Amending Chapter 8 Business, Revised Code Of Ordinances, City Of Elgin, Texas, Deleting In Their Entirety Section 8.156, And Adding Section 8-157.107 Through 8-157.110, Repealing All Other Ordinances And Parts Of Ordinances In Conflict Therewith; And Providing For A Savings Clause.**

Documents:

[NEW PUBLIC HEARING COUNCIL COVERSHEET.PDF](#)

VI. PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material,

handouts or information for Council, to the City Secretary prior to commencement of the Council meeting. Speaker comments are limited to three (3) minutes.

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

VII. CITY MANAGERS REPORT

1. Review And Discuss Upcoming 2022 Appointments To City Boards & Committees

Documents:

[EX SUMMARY- BOARDS AND COMMITTEES.PDF](#)
[ORD2017-10-10-19 RULES AND PROCEDURES FOR BOARDS AND COMMISSIONS.PDF](#)

2. 4th Quarter FY2021 Investment Report

Documents:

[EX SUMMARY 4TH QTR FY2020-21 INVESTMENT REPORT.PDF](#)
[4TH QTR FY2020-21 INVESTMENT REPORT.PDF](#)

3. 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 Regular Meeting Minutes - October 12, 2021

Documents:

[EX SUMMARY- OCTOBER 12, 2021 REGULAR MEETING MINUTES.PDF](#)
[10-12-21 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING THE AWARD OF A GRANT MANAGEMENT SERVICE PROVIDER CONTRACT FOR THE EDA FY 2021 AMERICAN RESCUE PLAN ACT - ECONOMIC ADJUSTMENT ASSISTANCE THROUGH THE EDA AND U.S. DEPARTMENT OF COMMERCE.

Documents:

[EX SUMMARY-AWARD GRANT AD.PDF](#)
[RES AWARD GRANT MANAGEMENT SERVICE EDA 2021 ARPA](#)

[GRANT.PDF](#)

3. **A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING THE AWARD OF AN ENGINEERING SERVICE PROVIDER CONTRACT FOR THE EDA FY 2021 AMERICAN RESCUE PLAN ACT - ECONOMIC ADJUSTMENT ASSISTANCE THROUGH THE EDA AND U.S. DEPARTMENT OF COMMERCE.**

Documents:

[EX SUMMARY-AWARD ENGINEERING SERVICES.PDF](#)
[RES AWARD ENGINEERING SERVICE EDA 2021 ARPA GRANT.PDF](#)

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN AND GOVOLUTION LLC FOR USE OF THEIR INTERNET BASED THIRD-PARTY PROPRIETY SOFTWARE FOR ONLINE TRANSACTIONS FOR CREDIT CARD AND ELECTRONIC CHECKING AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

[NEW COUNCIL COVERSHEET.PDF](#)
[RESOLUTION WITH EXHIBIT.PDF](#)

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING ELGIN PUBLIC SAFETY ADVISORY COMMITTEE AMENDED BYLAWS; REPEALING RESOLUTION NO. 2004-10-05-16**

Documents:

[EX SUMMARY- PSAC BYLAWS.PDF](#)
[PSAC BYLAWS DRAFT RESOLUTION.PDF](#)
[PSAC BYLAWS.PDF](#)
[RES2004_16 PUBLIC SAFETY ADVISORY COMMITTEE.PDF](#)

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID ASSOCIATED WITH THE POTH BUILDING RENOVATION PROJECT TO SPARKS ENGINEERING INC. OF SAN ANTONIO, TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARY - AUTH ENG POTH BLDG.PDF](#)
[RESAUTH SPARKSPOTH1121.PDF](#)
[21-0513 206 DEPOT ST - ELGIN - DESIGN CA.PDF](#)

7. **A RESOLUTION TO ADOPT THE EVS 6110 VOTING SYSTEM**

Documents:

[EX SUMMARY- ESS SYSTEM.PDF](#)
[ENTITY ADOPTION OF ESS SYSTEM DRAFT RESOLUTION.PDF](#)
[RESOLUTION TO ADOPT EVS6110 VOTING SYSTEM 9 27 21.PDF](#)

8. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING THE 2021 TOTAL AD VALOREM TAX LEVY FOR THE CITY OF ELGIN; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

Documents:

[EX SUMMARY - TAX ROLL APPROVAL.PDF](#)
[RES2021TAXROLL1121.PDF](#)
[2021 COE LEVY.PDF](#)

- 9. A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND MCCANN ADAMS STUDIO FOR PLANNING SERVICES.**

Documents:

[EXSUMMRESMCCANNADAMS.PDF](#)
[RESMCCANNADAMSSTUDIO.PDF](#)
[MCCANNADAMS2021.PDF](#)

- 10. A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND T-MOBILE FOR THE HOMETOWN GRANT**

Documents:

[EXSUMMRESTMOBILEGRANT.PDF](#)
[RESTMOBILEGRANT.PDF](#)
[HOMETOWNGRANTAGREEMENT.PDF](#)

IX. NEW BUSINESS

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

Documents:

[EXSUMMARY - 2021ACOS ORD.PDF](#)
[ORD2021ACOS1121.PDF](#)
[COPRES92121.PDF](#)

- 2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE CITY OF ELGIN ECONOMIC DEVELOPMENT CORPORATION RELATING TO CITY OF ELGIN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARY - 2021ACOS EDC AGR.PDF](#)
[RESAUTH EDC2021ACOS1121.PDF](#)
[CITY EDC AGREEMENT 11-2-2021.PDF](#)

- 3. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS PDD PLANNED**

DEVELOPMENT DISTRICT THE PROPERTY BEING 68.992 ACRES OF LAND, OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS CO., TX, SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Documents:

[NEW COUNCIL COVERSHEET.PDF](#)
[STONE CREEK RANCH PDD REZONING COMBINED PACKET.PDF](#)

- 4. AN ORDINANCE AMENDING CHAPTER 8 BUSINESS, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, DELETING IN THEIR ENTIRETY SECTION 8.156, AND ADDING SECTIONS 8-157.107 THROUGH 8-157.110, REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.**

Documents:

[NEW COUNCIL COVERSHEET.PDF](#)
[ORDINANCE WITH EXHIBIT A.PDF](#)

- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO UTILIZE THE "CONSTRUCTION MANAGER AT RISK" DELIVERY METHOD FOR THE DESIGN AND CONSTRUCTION OF THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARY - AUTH CMAR.PDF](#)
[RESAUTH CMAR1121.PDF](#)

- 6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, PROVIDING A RECOMMENDATION OF A POLLING LOCATION WITHIN THE CITY OF ELGIN IN SUPPORT OF THE BASTROP COUNTY COUNTYWIDE POLLING PLACE PROGRAM AND PROVIDING FOR RELATED MATTERS**

Documents:

[EXSUMMARY - BC POLLING PLACE.PDF](#)
[RESBC POLLING PROG1121.PDF](#)

- 7. A RESOLUTION OF CITY OF ELGIN, TEXAS ADOPTING TEXAS TERM SHEET FOR OPIOID SETTLEMENT**

Documents:

[EX SUMMARY- OPIOD SETTLEMENT.PDF](#)
[RES. ADOPTION OF TEXAS TERM SHEET FOR OPIOID SETTLEMENT ELGIN.PDF](#)
[TX SETTLEMENT TERM SHEET \(00479143XA08F8\).PDF](#)
[EXHIBIT B - SETTLEMENT PARTICIPATION FORM \(J J AND DISTRIBUTORS\) \(00484921XA08F8\).PDF](#)

- 8. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE WATER STORAGE TANKS REPAINT PROJECT TO HOGAN'S, INC. OF VAN BUREN, MISSOURI; AND MAKING CERTAIN**

FINDINGS RELATED THERETO

Documents:

[EXSUMMARY - 21COS STORAGE TANKS.PDF](#)
[BID AWARD-WATER STORAGE TANKS REPAINT1121.PDF](#)
[RESAUTH STORAGETANKS1121.PDF](#)

- 9. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO AN EMERGENCY PREPAREDNESS PLAN IN ACCORDANCE WITH TEXAS SENATE BILL 3; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

[EXSUMMARY - AUTH SB3 REPORT.PDF](#)
[RESOAUTHTRCSB31121.PDF](#)
[SB 3 EPP PROPOSAL - ELGIN.PDF](#)

- 10. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

Documents:

[EX SUMMARY- BCAD.PDF](#)
[BCAD BOARD OF DIRECTORS DRAFT RESOLUTION.PDF](#)
[BCAD 2022-2023 BOD ELECTION LTR - COE.PDF](#)

- 11. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

Documents:

[EX SUMMARY- TCAD.PDF](#)
[TCAD RESOLUTION.PDF](#)
[BALLOTS_CITYOFELGIN_20211105.PDF](#)

- 12. Shenandoah Green Belt Ground Maintenance - Councilmember Callahan**

Documents:

[EX SUMMARY - CALLAHAN ITEM.PDF](#)
[CALLAHAN CORRESP102621.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, November 12, 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 amending the Official Zoning Map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances, City of Elgin, Texas, 2013 and making this amendment a part of said official zoning map, to wit: to rezone as Planned Development District (PDD), the property being approximately 68.992 acres of land and being described in Exhibit “A”, attached hereto and providing a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services.

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the proposed ordinance in accordance with State law (Stone Creek Ranch Rezoning from R-3 to PDD).

BACKGROUND: The Planning & Zoning Commission held a workshop on July 26, 2021. At that meeting the Commission provided input on the request.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: None.

ATTACHMENTS: None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing on an Ordinance amending Chapter 8 Business, Revised Code of Ordinances, City of Elgin, Texas, deleting in their entirety Section 8.156, and adding section 8-157.107 through 8-157.110, repealing all other ordinances and parts of ordinances in conflict therewith; and providing for a savings clause.

DEPARTMENT: Development Services.

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the proposed Ordinance in accordance with State law.

BACKGROUND: None.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: None.

ATTACHMENTS: None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Review and discuss upcoming 2022 appointments to City Boards & Committees

DEPARTMENT: City Council

PROPOSED ACTION: N/A

BACKGROUND:

The City is accepting applications for members on the Boards and Committees beginning mid-January 2022. Applicants must generally be registered voters of the City, have resided within the City limits, be an owner of property within the corporate limits of the City, or an owner of a business within the corporate limits for at least 12 months preceding appointment. Required applications are available on the City's website: [Link to Applications](#) or through the City Secretary at 512-229-3222 or jstubbs@ci.elgin.tx.us. The City encourages all interested citizens to apply by November 26, 2021. Ms. Stubbs will compile and email all applications to the City Council and send on Tuesday, November 30th. Consideration of appointments is scheduled to take place at the Regular City Council meeting January 1, 2022. There are a total of 17 applications that have been submitted. Most of the applicants are interested in serving on 2 or 3 boards.

BOA- 1 alternate vacancy, P&Z- 0 vacancies, Library- 0 vacancies, Parks & Rec- 0 vacancies, HRB- 0 vacancies, MSB-0 vacancies, EDC-0 vacancies, PSAC-0 vacancies, & Building Standards-0 vacancies

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: N/A

ATTACHMENTS:

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

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

ORDINANCE NO. 2017-10-10-19

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

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

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

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

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

I.

Sec. 1 - Purpose.

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

Sec. 2 – City Charter Authority

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

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

Sec. 3 – Boards and Commissions

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

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

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

Sec. 4 – Meeting Times and Agenda

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

Sec. 5 – Regulatory Authority

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

Sec. 6 – Appointments

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

Sec. 7 – Board and/or Commission Members

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

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

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

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

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

Sec. 10 – Open Government Training

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

Sec. 11 –Waiver of Qualifications Requirements

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

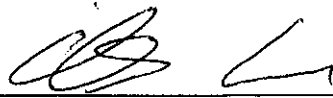
II.

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

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

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

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



CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:



Amelia Sanchez, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 4th Quarter Investment Report – Fiscal Year 2020-2021

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept the Report

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

The attached Report complies with this requirement of the ACT and the City's Investment Policy.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: Mysty Nauck Date: 10/19/2021

RECOMMENDATION: Review and Approve

ATTACHMENTS: Signed Quarterly Investment Report

{} 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.

4th Quarter Investment Report- Fiscal Year 2020-21

OPERATING ACCOUNTS -

Financial Institution	Fund	Account Name	Beginning 6/30/2021	Deposits/ (Withdrawals)	July	August	September	Interest August	September	Total Interest	Ending 9/30/2021
First National Bank											
	99	Main Checking	5,321,668.16	(2,949,239.23)	1,758,101.20	(2,962,674.23)	(4,153,812.26)	1,036.44	936.92	3,022.05	1,170,877.95
	001	Police Seizure Chapter 59	2,325.15	-	-	-	-	0.79	0.76	2.34	2,327.49
	072	General - ATS Clearing	0.44	-	-	-	-	-	-	-	0.44
	002	USDA Rural Dev	1.01	5,539.95	(5,539.95)	2,008.30	2,008.30	0.34	0.55	476.71	2,486.02
	001	Money Market General Operations	182.03	-	-	-	-	0.06	0.06	0.19	182.22
		Sub-total	5,324,176.79				(4,151,803.96)			3,501.29	1,175,874
		TOTAL - DEPOSITS	5,324,176.79				(4,151,803.96)			3,501.29	1,175,874

CERTIFICATE OF DEPOSIT

Financial Institution	Fund	Account Name	Beginning 6/30/2021	Deposits/ (Withdrawals)	July	August	September	Interest August	September	Total Interest	Ending 9/30/2021	WAM*
First National Bank												
		60 Month CD	43,623.12	(43,776.47)						153.35	-	-
		Sub-total	43,623.12							153.35	-	-
		TOTAL - DEPOSITS	43,623.12							153.35	-	-

CAPITAL IMPROVEMENT FUNDS

Financial Institution	Fund	Account Name	Beginning 6/30/2021	Deposits/ (Withdrawals)	July	August	September	Interest August	September	Total Interest	Ending 9/30/2021	WAM*
Logic												
		CO Series 2015- Proceeds	1.67	-	-	-	-	-	-	-	1.67	2.00
		CO Series 2016 - Proceeds	3,989,559.52	-	-	-	-	131.84	119.47	426.87	3,989,986.39	2.00
		CO Series 2019A - Proceeds	321,292.12	-	-	-	-	10.61	9.62	34.38	321,326.50	
		General Fund Reserves	3,000,826.09	-	-	-	-	99.18	89.88	321.12	3,001,147.21	
		Unencumbered Reserves	250,068.86	-	-	-	-	8.26	7.49	26.77	250,095.63	
		CO Series 2019B(TIRZ) Proceeds	147.57	-	-	-	-	-	-	-	147.57	
		CO Series 2021 - Proceeds	14,407,486.09	-	-	-	-	476.13	431.44	1,541.55	14,409,027.64	
		CLFRF Proceeds	0.00	-	-	-	-	-	27.96	27.96	1,277,860.10	
		Sub-total	21,969,381.92				1,277,832.14			2,378.65	23,249,593	
		TOTAL - INVESTMENTS	21,969,381.92				1,277,832.14			2,378.65	23,249,593	
		TOTAL - DEPOSITS AND INVESTMENTS	27,337,181.83				(2,917,748.29)			6,033.29	24,425,467	

* Weighted Average to Maturity (WAM)

Signature

Mindy Knuck

Interim Chief Financial Officer



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - October 12, 2021

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Meeting Minutes- October 12, 2021

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the City Council Meeting Minutes- October 12, 2021

ATTACHMENTS: Minutes

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

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

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

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

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
October 12, 2021

CALL TO ORDER

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

ROLL CALL

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

Absent: Sue Brashar, Mayor Pro Tem

Mayor Ramirez stated Mayor Pro Tem Brashar would not be in attendance and Mr. Dennis was running late. Mr. Ibis made a motion to excuse Mayor Pro Tem Brashar. Mr. Callahan seconded the motion. All voted in favor. The motion carried. Mayor Ramirez stated there was a quorum. Mr. Dennis arrived at 6:47 PM.

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

INVOCATION

Mr. Callahan provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Ramirez 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 An Ordinance Annexing Adjacent And Contiguous Territory To The City Of Elgin, Texas To Wit: 68.314 Acres Of Land, Lying In And Being Situated Out Of The William Hines Survey, No. 345, In Travis County, Texas, And Being That Same 68.031-Acre Tract Of Land Described In The Deed To Joseph W. Winkley And Bodie L. Winkley Dated March 28, 2000, Recorded In Document No. 2000046598, Official Public Records Of Travis Co. Texas; Said 64.314 Acres Being More Particularly Described By Metes And Bounds In Exhibit A Attached Hereto; Including Adjacent Right-Of-Way; Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions

Mr. Mattis provided comments. No one wished to speak under the Public Hearing Item.

2. Public Hearing On An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone As Planned Development District (PDD), The Property Being Approximately 67.971 Acres Of Land And Being Described In Exhibit "A", Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions

Mr. Mattis provided comments. No one wished to speak under the Public Hearing Item.

3. Public Hearing On An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone As Planned Development District (PDD), The Property Being Approximately 35.94 Acres Of Land And Being Described In Exhibit "A", Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions

Mr. Mattis provided comments. No one wished to speak under the Public Hearing Item.

4. Public Hearing On An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone As R-3 Single Family, Two Family, And Industrialized Housing District, The Property Being Approximately 1.175 Acres Of Land And Being Described In Exhibit "A", Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions

Mr. Mattis provided comments. No one wished to speak under the Public Hearing Item.

5. Public Hearing On An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances, City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map, To Wit: To Rezone As "A" Multiple Family Residential District, The Property Being Approximately 6.03 Acres Of Land And Being Described In Exhibit "A", Attached Hereto And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

Mr. Mattis provided comments. No one wished to speak under the Public Hearing Item.

6. Public Hearing On An Ordinance Granting A Modification To An Already Approved Specific Use For A Medical Facility (Granted Under Ordinance 2021-08-03-22) To Remove A Condition That The Use Be Renewed In Five (5) Years On Property Located At 122 Fisher St. (0.484 Acres Of Land And 9.19 Acres Of Land, Lying In And Being Situated Out Of The Thomas Garretson Survey, Abstract 178), City Of Elgin, Bastrop Co., TX; And Providing A Savings Clause An Repealing Conflicting Ordinances And Resolutions

Mr. Mattis provided comments. No one wished to speak under the Public Hearing Item.

7. Public Hearing On An Ordinance Granting A Specific Use For A Medical Facility On Property Located At 124 Fisher St. (0.480 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178), City Of Elgin, Bastrop County, Texas; And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions

Mr. Mattis provided comments. No one wished to speak under the Public Hearing Item.

PUBLIC COMMENT

Katherine Salman, 300 N Ave F, stated she supports the plan to approve and adopt the Master Plan based on community feedback and requests. She stated this was a forward-thinking outlook of outdoor spaces. She asked the Mayor and Council to approve the plan.

James Sides, 12812 Wood Lily Trail, stated he had previously served on the Parks & Rec Board. He said it is good to have control over growth in the city and the parks are what make a city. People from Elgin won't go somewhere else and stay here. He stated a lot was put into the plan and a vision was discussed at each park.

Grant Hennig, 1116 Robin Road, thanked the Mayor and Council for their public service. Mr. Hennig thanked Mr. Ibis and Mayor Ramirez for coming to his National Night Out event and thanked the police officers.

PRESENTATION

1. Hogeye Festival Proclamation

Mayor Ramirez presented the Proclamation to committee members in attendance.

2. Proclamation Declaring Día De Los Muertos Day In The City Of Elgin

Mayor Ramirez presented the Proclamation to Erin Ramirez, Ashley Smith, Melinda Torres, and Veronica Seever.

3. Proclamation Declaring October 2021 As Prostate Cancer And Breast Cancer Awareness Month In The City Of Elgin

Mayor Ramirez presented the Proclamation to Dr. Patricia Alford and Sherri Richardson.

CITY MANAGERS REPORT

1. Update On 2021A Certificates Of Obligation - Capital Investment Program

Mr. Mattis provided an update on the current and upcoming CO projects. Mayor Ramirez stated all these projects are needed.

2. Review And Discussion Of Upcoming City Council Meeting Schedule

Mr. Mattis stated the November meeting was moved to November 16th and asked the Council to let him know if there are any conflicts. Mr. Mattis also mentioned he would confirm if the Joint Worksession with Elgin ISD is still taking place on October 26.

3. Appointment Of Sesquicentennial Celebration Committee

Discussion followed. Mr. Callahan made a motion to appoint the committee members. Mr. Ibis seconded the motion. Mr. Dennis asked for the committee members present to stand. All voted in favor. The motion carried.

4. General Activity Report And/Or Project Update

There were no updates or discussion on this item.

5. Monthly Reports By Department - August 2021

There was no discussion on this item.

CONSENT AGENDA

1. City Council Regular Meeting Minutes – September 21, 2021

The item passed on the consent agenda.

2. 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.

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

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE CITY OF ELGIN PARKS, RECREATION, AND OPEN SPACE MASTER PLAN; AND PROVIDING FOR RELATED MATTERS

Ms. Marzec presented on the Parks, Recreation, and Open Space Master Plan and answered questions of the Council. Mr. Ibis made a motion to approve the Resolution as discussed. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

2. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF THE ELGIN ECONOMIC DEVELOPMENT CORPORATION AND 169 PROPERTIES LLC AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT

Mr. Rock provided comments and answered questions of the Council. Mr. Maldonado made a motion to approve the Resolution as discussed. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

3. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF ELGIN AND ASHLEY & KYLE SMITH AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

Mr. Mattis provided comments and answered questions of the Council. He stated the business interested in buying is The Clever Tiger and everyone agrees with the Contract. Ms. Bega made a motion to approve the Resolution as presented. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

13. Consideration Of A Request For Financial Support To Conduct A Land Survey Of The Historic Latin Cemetery – Mayor Ramirez

Mayor Ramirez moved item 13 ahead on the agenda. Mr. Mattis provided comments and stated a land survey of the Old Historic Latin Cemetery would cost around \$2,000. Discussion followed. Mr. Dennis made a motion to approve the Resolution as presented. Ms. Bega seconded the motion. All voted in favor. The motion carried.

4. AN ORDINANCE AMENDING CHAPTER 42, SECTION 42, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, REGARDING PAYMENT OF RATES AND CHARGES; DISCONTINUANCE OF SERVICE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS

Mr. Mattis provided comments. He stated this is an operational issue and the new billing cycle would begin in January. Mr. Ibis made a motion to approve the Ordinance as discussed. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

5. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 68.314 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE WILLIAM HINES SURVEY NO 345, IN TRAVIS COUNTY TEXAS AND BEING THAT SAME 68.031 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JOSEPH W. WINKLEY AND BODIE L. WINKLEY DATED MARCH 28, 2000, RECORDED IN DOCUMENT NO. 2000046598, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 68.314 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO; INCLUDING ADJACENT RIGHT-OF-WAY; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis provided comments and stated items 5, 6, and 7, are all related to the Creeks Crossing Subdivision. This specific Ordinance is for the voluntary annexation. Mr. Maldonado made a motion to approve the Ordinance as presented. Ms. Arreaga seconded the amendment to the motion. All voted in favor. The motion carried.

6. AN ORDINANCE ASSIGNING NEWLY ANNEXED PROPERTY TO CITY COUNCIL WARD AREA NO. 2; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

Mr. Mattis stated this is to formally assign Creeks Crossing into the Ward 2 district. Mr. Mattis stated Ward District realignment is likely soon. Mr. Callahan made a motion to approve the Ordinance as presented. Mr. Maldonado seconded the motion. All voted in favor. The motion carried.

7. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS PDD PLANNED DEVELOPMENT DISTRICT THE PROPERTY BEING 67.971 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES INC., OUT OF THE WILLIAM HINES SURVEY, ABSTRACT NO. 345 IN TRAVIS CO., TX AND BEING ALL OF A CALLED 68.031 ACRE TRACT DESCRIBED IN DEED TO JOSEPH W. WINKLEY AND BODIE L. WINKLEY RECORDED IN DOCUMENT NO. 2000046598 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS CO., TX, SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis provided comments and stated this is for the PDD zoning. Ms. Bega made a motion to approve the Ordinance as discussed. Ms. Arreaga seconded the motion. All voted in favor. The motion carried.

8. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS R-3 SINGLE FAMILY, TWO FAMILY, AND INDUSTRIALIZED HOUSING DISTRICT, THE PROPERTY BEING APPROXIMATELY 1.175 ACRES OF LAND AND BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis provided comments and answered questions of the Council. Mr. Mattis stated this is a zoning change requested by the owner that would allow one more lot to be included. Mr. Harrell stated the Planning and Zoning Commission recommended denial of the project because it is within an established neighborhood. Discussion followed. Ms. Bega made a motion to decline the request the Ordinance as presented. Mr. Callahan seconded the motion. All voted in favor. The motion carried.

9. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS "A" MULTIPLE FAMILY RESIDENTIAL DISTRICT, THE PROPERTY BEING APPROXIMATELY 6.03 ACRES OF LAND AND BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis provided comments and answered questions of the Council. He stated this was for the multi-family project approved at the last meeting. Mr. Dennis made a motion to approve the Ordinance as discussed. Mr. Callahan seconded the motion. All voted in favor. The motion carried.

10. AN ORDINANCE GRANTING A MODIFICATION TO AN ALREADY APPROVED SPECIFIC USE FOR A MEDICAL FACILITY (GRANTED UNDER ORDINANCE 2021-08-03-22) IN ORDER TO REMOVE A CONDITION THAT THE USE BE RENEWED IN FIVE (5) YEARS ON PROPERTY LOCATED AT 122 FISHER ST (0.484 ACRES OF LAND AND 9.19 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178), CITY OF ELGIN, BASTROP COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis stated this action tonight formally reviews the Special Use Permit and drops the previous requirement for reviewing the permit in 5 years. Mr. Callahan made a motion to approve the Ordinance as presented. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

11. AN ORDINANCE GRANTING A SPECIFIC USE FOR A MEDICAL FACILITY ON PROPERTY LOCATED AT 124 FISHER ST (0.480 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178), CITY OF ELGIN, BASTROP COUNTY, TEXAS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis provided comments and answered questions of the Council. Mr. Ibis made a motion to approve the Ordinance as discussed. Mr. Callahan seconded the motion. All voted in favor. The motion carried.

12. AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS PDD PLANNED DEVELOPMENT, THE PROPERTY BEING APPROXIMATELY 35.94 ACRES OF LAND AND BEING DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis stated this is for Eagles Landing Phase 3 and answered questions of the Council. Discussion followed. Mr. Dennis made a motion to approve the Ordinance as discussed. Mr. Callahan seconded the motion. All voted in favor. The motion carried.

14. Request For Staff To Develop A City Of Elgin Emergency Sheltering Plan For Formal Consideration By The City Council - Councilmember Maldonado

Mr. Mattis stated there were several challenges with the winter storm from last year. Mr. Maldonado requested this item be brought forth to the Council on what the existing plan is and what are the options. Mr. Maldonado mentioned there was gas line rupture on West Cleveland Street recently and citizens had to evacuate to the Rec Center. Mr. Maldonado stated it is worth having a plan in place for future issues. Discussion followed about forming a committee. Mayor Ramirez tabled the item.

15. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING MEMBERS FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

Mr. Mattis stated these last two items allows the Council to submit nominations to the Appraisal Districts. Mr. Mattis stated the Council can vote on the members at a future meeting. Mr. Dennis stated he supported Mr. David Glass and that he could represent the City.

16. RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING A REPRESENTATIVE TO THE TRAVIS CENTRAL APPRAISAL DISTRICT

There were no nominations for the Travis Central Appraisal District.

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.

ANNOUNCEMENTS

Mayor Ramirez stated the Lighted Christmas Parade will be in McDade and stated he was disappointed it would not be held in Elgin. Mr. Mattis stated the City has contacted the City of McDade.

ADJOURNMENT

Mayor Ramirez adjourned the meeting at 8:53 p.m.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING THE AWARD OF A GRANT MANAGEMENT SERVICE PROVIDER CONTRACT FOR THE EDA FY 2021 AMERICAN RESCUE PLAN ACT - ECONOMIC ADJUSTMENT ASSISTANCE THROUGH THE EDA AND U.S. DEPARTMENT OF COMMERCE.

DEPARTMENT: EDC

PROPOSED ACTION: Award Grant Management services for the FY 2021 ARPA-EAA

BACKGROUND: The Economic Development Department solicited Grant Administration proposals to provide application process and grant administration services for the EDA FY 2021 American Rescue Plan Act - Economic Adjustment Assistance through the EDA and U.S. Department of Commerce for the proposed roadway extension project.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Award Grant Management services to Grant Works.

ATTACHMENTS:

{ } 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.

RESOLUTION NO.

**A RESOLUTION OF CITY OF ELGIN TEXAS,
AUTHORIZING THE AWARD OF A GRANT MANAGEMENT
SERVICE PROVIDER CONTRACT FOR THE EDA FY 2021
AMERICAN RESCUE PLAN ACT - ECONOMIC
ADJUSTMENT ASSISTANCE THROUGH THE EDA AND U.S.
DEPARTMENT OF COMMERCE.**

WHEREAS, the City of Elgin, Texas seeks assistance in application and grant management administration services, if awarded an EDA FY 2021 American Rescue Plan Act - Economic Adjustment Assistance (ARP ACT, EEA) through the EDA and U.S. Department of Commerce grant;

WHEREAS, participation in the ARP ACT, EEA programs require implementation by professionals experienced in the administration or federally funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services, a Request for Proposals (RFP) process for grant management services has been completed in accordance with all State of Texas and Federal rules, laws and codes;

WHEREAS, a total of 3 (three) proposals were received by the due date and have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to the ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

NOW, THEREFORE, BE IT RESOLVED:

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. Award: That GrantWorks be awarded a contract to provide Grant Administration project related services for the EDA FY 2021 American Rescue Plan Act - Economic Adjustment Assistance through the EDA and U.S. Department of Commerce grant.

Section 3. Contract Negotiations: That any and all contracts or commitments made with the above-named services provider is dependent upon successful negotiation of a contract with the service provider.

Section 4. Authorization: That the City Council of the City of Elgin authorizes the Mayor and/or City Manager to execute the contract with GrantWorks for this Project.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 55 I. Texas Government Code, as amended.

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

PASSED AND ADOPTED this 16th day of November 2021.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING THE AWARD OF AN ENGINEERING SERVICE PROVIDER CONTRACT FOR THE EDA FY 2021 AMERICAN RESCUE PLAN ACT - ECONOMIC ADJUSTMENT ASSISTANCE THROUGH THE EDA AND U.S. DEPARTMENT OF COMMERCE.

DEPARTMENT: EDC

PROPOSED ACTION: Award Engineering services to TRC for the FY 2021 ARPA-EAA

BACKGROUND: The Economic Development Department solicited engineering qualifications to provide application process and engineering services for the EDA FY 2021 American Rescue Plan Act - Economic Adjustment Assistance through the EDA and U.S. Department of Commerce for a proposed roadway extension project.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Award Engineering Services services to TRC.

ATTACHMENTS:

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

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

RESOLUTION NO.

A RESOLUTION OF CITY OF ELGIN TEXAS, AUTHORIZING THE AWARD OF AN ENGINEERING SERVICE PROVIDER CONTRACT FOR THE EDA FY 2021 AMERICAN RESCUE PLAN ACT - ECONOMIC ADJUSTMENT ASSISTANCE THROUGH THE EDA AND U.S. DEPARTMENT OF COMMERCE.

WHEREAS, the City of Elgin, Texas seeks assistance in application and Engineering services, if awarded an EDA FY 2021 American Rescue Plan Act - Economic Adjustment Assistance (ARP ACT, EEA) through the EDA and U.S. Department of Commerce grant;

WHEREAS, in order to identify qualified and responsive providers for these services, a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with all State of Texas and Federal rules, laws and codes;

WHEREAS, a total of 3 (three) qualifications were received by the due date and have been reviewed to determine the most qualified and responsive providers for each professional service;

NOW, THEREFORE, BE IT RESOLVED:

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. Award: That TRC Engineering be awarded a contract to provide Engineering project related services for the EDA FY 2021 American Rescue Plan Act - Economic Adjustment Assistance through the EDA and U.S. Department of Commerce grant.

Section 3. Contract Negotiations: That any and all contracts or commitments made with the above-named services provider is dependent upon successful negotiation of a contract with the service provider.

Section 4. Authorization: That the City Council of the City of Elgin authorizes the Mayor and/or City Manager to execute the contract with GrantWorks for this Project.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 55 I, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 16th day of November 2021.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN AND GOVOLUTION LLC FOR USE OF THEIR INTERNET BASED THIRD-PARTY PROPRIETY SOFTWARE FOR ONLINE TRANSACTIONS FOR CREDIT CARD AND ELECTRONIC CHECKING AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on a Resolution authorizing a contract between the City and Govolution LLC for credit card & electronic checking transactions.

BACKGROUND: The Department implemented a new permitting software called My Government Online in October. The current provider Global Systems does not provide electronic checking. With the approval of this provider, the Dept. will no longer need to oversee and implement separate escrow accounts for customers with the electronic checking feature. This saves Dept. staff time in monitoring and maintaining these escrow accounts. Also, it will allow for credit card transactions which no longer will require the Dept. to charge the credit card fee and pay it to the provider. Instead, the new provider will remove it directly from the customer and remove this step from the City.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Staff recommends approval of the Resolution.

ATTACHMENTS: Ordinance with Exhibit.

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

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

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

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

RESOLUTION NO. 2021-11-16-??

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN AND GOVOLUTION LLC FOR USE OF THEIR INTERNET BASED THIRD-PARTY PROPRIETY SOFTWARE FOR ONLINE TRANSACTIONS FOR CREDIT CARD AND ELECTRONIC CHECKING AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin (“City”) presently uses Global Solutions third party software concerning credit card transactions and this software company does not offer electronic checking; and,

WHEREAS, the City needs to subscribe to the software through Govolutions, LLC that offers these additional services in order to better facilitate needs of customers in their interaction with the City, and which does not change our relationship with Global Solutions; and

WHEREAS, the company that will handle these services through the contract as described in Exhibit “A” and the City will be the subscriber, and

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

Section 1. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED, and **APPROVED** on this **16th** day of **November**, 2021.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

Master Subscription Agreement

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") and City of Elgin, TX ("Subscriber"), whose principal place of business is located at 310 N Main Elgin, TX 78621 on this date the 19 day of October, 2021 (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **SERVICES.** Subject to the terms of this agreement, Govolution shall provide to Subscriber Internet-based electronic payment services (the "Subscribed Services") using a third party's proprietary software applications for the purpose of processing credit card and/or ACH payments as specified in Attachment 1.
2. **PAYMENT.** Subscriber shall pay Govolution in accordance with Attachment 1 – Price Schedule.
3. **TERM.** The term of this agreement shall be for a period of 3 years from the date of the Agreement, with automatic annual renewals until termination notice is provided by either party, as required in section 4.
4. **TERMINATION.** Either party may elect to terminate this Agreement by giving the other party at least thirty (30) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.
5. **PROPRIETARY RIGHTS.** Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in Attachment 1.
6. **SUBSCRIBER OBLIGATIONS.** Subscriber shall provide Govolution with full, good faith cooperation and such information, assistance and support as Govolution reasonably deems to render the Subscribed Services.
 - 6.1. **Technical Representative.** Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.
 - 6.2. **Data Maintenance and Backup Procedures.** Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution reasonably requests.
- 6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.
- 6.4. **Taxes:** Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.
7. **CONFIDENTIALITY** By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, Subscriber names, prospective Subscriber names, the terms and pricing under this Agreement and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
 - 7.1. **Exceptions:** A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
 - 7.2. **Use and Nondisclosure:** The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law.
8. **WARRANTY.** Govolution: (a) warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement; and (b) shall implement policies and procedures to maintain the security of cardholder data that Govolution possesses, stores, processes or transmits on behalf of the Subscriber, or to the extent that Govolution could impact the security of the Subscriber's cardholder data environment, in accordance with applicable payment card industry data security standard (PCI-DSS) requirements.
9. **LIMITATIONS ON LIABILITY.** To the maximum extent permitted by law, in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or

goodwill, loss of savings, loss of use or data, interruption of business, cost of substituted facilities or services, or for any indirect, special, incidental or consequential damages of any character, even if Govolution is aware of the risk of such damages, that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance of the Subscribed Services.

14. HEADINGS AND SUBSECTIONS. Section headings are provided for convenience of reference and do not constitute part of this Agreement.

9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.

9.2. Subscriber understands and agrees that Govolution shall not be responsible for the security of data residing on the server of Subscriber or any third party to this Agreement (including without limitation the general public, financial institution or third party processor) or for the ability or inability of such third parties to transact, receive, obtain, exchange or transmit data to or from a server(s) controlled by Govolution.

10. INDEMNIFICATION. To the maximum extent permitted by law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents.

11. NOTICES. Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:

Govolution LLC
2000 N 14th St., Suite 600
Arlington, VA 22201

Subscriber: _____

Notices shall only be sent via (a) certified U.S. mail, return receipt requested, postage prepaid; (b) overnight courier, postage prepaid; or (c) via hand delivery.

12. ENTIRE AGREEMENT. This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.

13. MODIFICATION. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

15. **SEVERABILITY; NO WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
16. **ASSIGNMENT.** Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.
17. **NO THIRD PARTY BENEFIT.** The provisions of this Agreement are for the sole benefit of the parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a party hereto.
18. **RELATIONSHIP OF THE PARTIES.** The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venture with, the other party for any purpose. Neither party by virtue of

this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

19. **FORCE MAJEURE.** Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.
20. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the applicable state court of the Commonwealth of Virginia (or, if there is exclusive federal jurisdiction, U.S. District Court, and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder).
21. **FEES.** Merchant card services fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

Subscriber:

By:

Name:

Title:

Govolution

By:

Name:

Title:

ATTACHMENT 1 – PRICING SCHEDULE

The pricing options below reflect using payment and merchant services through Govolution's Velocity Payment System and corporate processor, First American Payment Systems.

SERVICE FEE MODEL (CONVENIENCE FEE MODEL)

In a Service Fee (Convenience Fee) pricing model, the Customer makes payment for the sum of the principal amount plus an additional fee ("Service Fee") to cover the cost of the transaction. The Client will not be charged credit card or ACH processing costs. **The Service Fee pricing offered below includes all configuration, deployment, implementation, training, testing, compliance, and customer support and maintenance services.** Govolution offers this pricing to all agencies, departments, and other entities that operate under the governmental structure of the Client. In addition, Govolution will typically absorb any increases in interchange fees mandated by the credit card brand rules. However, Govolution reserves the right to request to increase the charged service fee if the card brands increase their interchange fees substantially.

SERVICE FEE MODEL FOR GOVERNMENT PAYMENTS – NO COST SOLUTION TO THE CITY

Payment Type	Service Fee Per Transaction
Credit/Debit Card	2.45%
Electronic Check/ACH	\$2.00

- The Client will receive the payment amount settled into an account designated for the specific e-Government application (e.g. personal property tax, real estate tax, etc.). Govolution will retain the service fee.
- If using IVR solution, the service fee will increase by 0.05% to cover all IVR call minutes. Please note that each IVR application includes a single standard IVR call script utilizing Govolution pre-recorded professional voice prompts and a single workflow will be provided. Each additional recorded language and/or workflow is classified as a separate call script. Additional call scripts or non-standard recorded voice prompts will be quoted at the prevailing rate.
- Any necessary POS hardware (ex: terminals, swipers and check readers) will be quoted at the prevailing rates plus shipping.

SERVICE FEE (CONVENIENCE FEE) APPLICATIONS - PROVISION OF THE SERVICES

1. Provisions: Govolution shall provide the Services in accordance with the following guidelines:
 - Govolution will charge customer ("Cardholder" or "Customer") a "Service Fee" for each Card or Electronic Check transaction processed (the "Service Fee"), to be collected in addition to the corresponding Subscriber Payment as part of a unified Card transaction.
 - Except for any fees to be paid by Subscriber as set forth in Attachment 1, Govolution shall not charge the Subscriber an additional fee for Service Fee transactions. Enhancements to the Services or additional Services not provided for in this agreement, and any related fees payable by Subscriber in connection therewith, will be mutually agreed in writing by Provider and Subscriber.
 - With respect to all "refund" Card transactions that are substantiated by a Card holder and approved by an authorized representative of Govolution and Subscriber: (i) Govolution shall refund to the Cardholder the corresponding Subscriber Payment and Service Fee; and (ii) shall debit the Subscriber's depository bank account (the "Subscriber Bank Account") for the amount of the corresponding Subscriber Payment.
 - With respect to all "chargeback" Card transactions that are substantiated by a Cardholder and for which Govolution has been charged by the relevant Card Issuer, Govolution shall debit the Subscriber Bank Account for the amount of the corresponding Subscriber Payment.
 - Govolution shall settle Subscriber Payment transactions to the appropriate Card organizations, and forward all Subscriber Payments to the Subscriber Bank Account. Govolution shall retain all Service Fees collected by it hereunder. In the event that Govolution is unable to collect all amounts owed by Subscriber hereunder through debiting the Subscriber Bank Account, Subscriber shall promptly pay all owed amounts to Govolution in immediately available funds.
 - Govolution will notify each Customer of the dollar amount of all Subscriber Payments and Service Fees to be charged to his/her Card and obtain the Customer's approval (electronic or otherwise) of such charges prior to initiating Card authorizations.
 - Govolution will provide Customer with electronic confirmation of Card transactions.
 - Govolution will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.

2. Subscriber's Obligations: In order to provide the Services as outlined in this agreement, Subscriber shall comply with the following:
 - Prior to Govolution's commencement of the Services, Subscriber will enter into all applicable merchant agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation the Payment Card Industry Data Security Standards and rules and regulations governing the use of specific Card logos and marks.
 - Other than permitting Govolution to charge the Service Fees in accordance with this Agreement, Subscriber will not impose any surcharge or other penalty on Card transactions made by Customer for Subscriber Payments.
 - Subscriber will reimburse Govolution for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Govolution and Subscriber. Subscriber will provide to Govolution all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
 - Subscriber will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Subscriber's daily operations.
 - Subscriber will not require, as a condition to making a Subscriber Payment, that a Cardholder agree in any way to waive such person's rights to dispute the transaction with the Card issuer for legitimate reasons.
 - Subscriber will make a reasonable effort to promote the Services to Customers. These promotions may include publishing the relevant telephone number and URL for Subscriber Website on instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, bills as applicable, and related marketing materials.
 - Subscriber shall promptly reimburse Govolution for any fines, fees or other amounts for which Govolution is charged but that are Subscriber's responsibility, obligation or liability under any merchant agreement, including without limitation any chargeback amount, chargeback fine or fee, PCI-related fine or fee, Card network fine or penalty, non-sufficient funds fine, penalty or amount, and any other amounts that are Subscriber's responsibility, obligation or liability under any merchant agreement but for which Govolution is charged.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING ELGIN PUBLIC SAFETY ADVISORY COMMITTEE AMENDED BYLAWS; REPEALING RESOLUTION NO. 2004-10-05-16

DEPARTMENT: City Council

PROPOSED ACTION: Approval of the Resolution

BACKGROUND: The Public Safety Advisory Committee met on October, 11, and moved to approve the Bylaws as presented unanimously and bring forward to a vote by the City Council.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the Resolution

ATTACHMENTS: Proposed resolution, current resolution, and bylaws

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING
ELGIN PUBLIC SAFETY ADVISORY COMMITTEE AMENDED
BYLAWS; REPEALING RESOLUTION NO. 2004-10-05-16**

WHEREAS, Resolution No. 2004-10-05-16 established the Public Safety Advisory Committee (PSAC) to advise and make recommendations to the City Council on public safety issues and adopted the PSAC Bylaws; and

WHEREAS, the PSAC has proposed amendments to its Bylaws for the regulation of the Committee's business and responsibilities; and

WHEREAS, the City Council has considered this matter and deems it in the public interest to authorize this action.

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

Section 1. That the City Council of the City of Elgin hereby adopts the Elgin Public Safety Advisory Committee Bylaws attached as Exhibit A.

Section 2. Resolution No. 2004-10-05-16 is hereby repealed in its entirety.

Section 3. This resolution is effective immediately upon its enactment by the City Council.

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

EXHIBIT A
CITY OF ELGIN
PUBLIC SAFETY ADVISORY COMMITTEE BYLAWS

Section I - Name:

Elgin Public Safety Advisory Committee (PSAC)

Section II - Established:

The Public Safety Advisory Committee was established October 05, 2004, by an act of the Elgin City Council by Resolution No. 2004-10-05-16, to provide advice and recommendations to the City Council on public safety issues.

Section III – Mission:

The mission of the Public Safety Advisory Committee is to serve as ambassadors focused on promoting and supporting efforts to keep Elgin a safe and healthy community.

Section IV - Responsibilities and Functions:

1. The Committee is charged with the responsibility:
 - a. To advise the City Council and make recommendations regarding public safety policy, service levels, fiscal budgetary impacts, and sustain safe, healthy and livable neighborhoods.
 - b. To advise Council on educating the community about public safety and health issues, concerns and programs.
 - c. To review and recommend public safety and health policies and plans.
 - d. To facilitate Elgin community involvement in public safety and health and increase citizen awareness of both.
2. In line with the above stated objectives, the following are examples of issues for the Public Safety Advisory Committee:
 - a. Advise the City Council on:
 - i. Disaster preparedness
 - ii. Emergency management
 - iii. Emergency Medical Services
 - iv. Fire and Rescue services

- v. Police services
 - vi. Public safety at city facilities
 - vii. Public safety legislation
 - viii. Post-incident management
 - ix. Traffic Management
- b. Identify public safety and health needs in Elgin.
 - c. Develop educational programs and materials to increase community awareness.
 - d. Organize and conduct public forums on public safety and health agencies.
 - e. Promote opportunities for citizens to assist public safety agencies through volunteer activities like: Neighborhood Watch Program, volunteer firefighters, police reserve program, community emergency response teams, Red Cross volunteers and Search and Rescue.

Section V - Internal Organization:

- 1. Membership and Terms:
 - a. The Public Safety Advisory Committee will consist of seven (7) voting members appointed by the Mayor with consent of the City Council. The members will be residents of Elgin or the Elgin Rural Fire Protection District, with considerations for appointment to the committee to be given to residents outside the City of Elgin when function of the committee serves residents outside city boundaries. The majority of the committee shall be at least four members residing within the City limits.
 - b. The Committee may also include the following non-voting liaisons:
 - i. The Chief of Police/Emergency Management Coordinator or designee
 - ii. The Fire Chief or designee
 - iii. The Elgin Rural Fire Protection District designated by the board
 - iv. A representative from the Elgin School District designated by the Superintendent
 - v. A representative from Austin Community College designated by the College President.

- vi. A representative from the Chamber of Commerce designated by the Chamber board.
- c. The Committee may involve additional people as adjunct, non-voting advisors for special projects based on expertise.
- d. The Public Safety Advisory Committee members shall be appointed for staggered terms of two years beginning January 1st.

Vacancies can be filled at any time to complete a given term.
- e. The City Council will select one of its members to serve as its non-voting liaison to the Committee.

2. Chairperson:

- a. The chairperson, vice chairperson, and Secretary of the Committee shall be elected annually in January by the Committee following new or continuing appointments to the PSAC by the City Council. The chairperson is accountable to the Committee for the following designated functions in all respects. Specific responsibilities of the chairperson may be changed by Committee action at any time by majority vote of the entire membership.
- b. The routine functions and responsibilities of the chairperson shall include:
 - i. Developing a written agenda in sufficient time to allow for distribution to the Committee prior to any regular meeting. The agenda should identify items requiring a vote by members, so members can vote per paragraph 5.b. below with prior approval of the chairperson.
 - ii. Chairing all meetings. In the event the chairperson cannot be present the vice chairperson shall assume these duties.
 - iii. Presenting the yearly major activity report to the Council. The report will be written and presented orally in a public forum with the assistance of staff.
 - iv. Establishing the dates and times for regular and special meetings.

- v. Facilitating a formal review of the Committee's mission and vision every four years. The strategic plan will be reviewed and updated as needed every year.

3. Meetings (Regular and Special).

- a. The Committee shall meet at least quarterly and shall meet on the call of the chairperson or on a call by the majority of its members. The committee shall meet with advance notice posted in accordance with amended (article 6252-17, V.T.C.S.). Special meetings may be called by vote of the Committee at any regular meeting, by the chairperson, by request from the Council's liaison, or by written petition by three or more members. All regular and special meetings are open to the public in accordance with Texas Open Meeting Law, as Citizens in attendance shall be given an opportunity to participate, without vote, in any discussion.
- b. Authority to Bind: The Committee as a whole, or any member or members individually or collectively, shall not exercise authority to bind the city, its officers or agents to financial commitment or obligations. Any funding for projects must be budgeted by the Council and authorized expenditures presented to the staff for payment. The City may enter into agreements with other public agencies, associations and individuals for services, which will assist the Committee.
- c. The City will provide for necessary staff support for the Committee including, but not limited to, postage, meeting place, secretarial service, etc.
- d. It (the Committee) may solicit for the City gifts, revenues, bequests, or endowments of money or property as donations or grants from person, firms, or corporations, subject to the approval and acceptance by the City Council.
- e. Meeting attendance is an expectation of Committee service. Absences known in advance should be communicated to the Chairperson as soon as possible. Should a Committee member miss three consecutive meetings without reasonable cause, the Chairperson may, after consultation with the member, recommend to the City Council that the member be removed from the Committee.

4. Quorum:

- a. A majority of the voting members of PSAC as appointed by Council.

5. Voting and Decision Making:

- a. Consensus will be used during the meetings where possible or feasible. Any member may object to the use of a consensus decision at any time on any given issue. If there is an objection, the chairperson shall commit the issue to a vote by the Committee.
- b. Decisions by voting shall be decided by a majority of those voting members present so long as a quorum of at least 4 voting members exists. With prior approval of the chairperson, voting via teleconference or email is permissible if such votes are cast either before or at the time of the meeting and are reliably documented.
- c. A change in the voting procedure described in previous item 5. b. may be used on any specific item if the Committee, prior to the vote, agrees by consensus or vote to require more than a majority for passage.
- d. The chairperson has the right to vote whenever a vote is cast. In case of a tie vote with the chairperson voting, the motion fails.

6. Role of Council Liaison to PSAC:

- a. Council's liaison shall have the freedom of the floor at all times to present Council's views and to comment, recommend, or suggest actions to the PSAC.
- b. Council's liaison shall not vote at PSAC meetings.
- c. Council's liaison is responsible to convey the majority and/or the minority PSAC actions and recommendations to the Council.
- d. Further, the liaison is not obligated to support PSAC opinions and recommendations during formal meetings of the Council.

Section V - Issues:

The rules contained in Robert's Rules of Order Newly Revised shall govern this Committee in all cases where these by-laws are insufficient in specification of procedure. The PSAC will operate in the general public interest serving the community as a whole. The PSAC will serve no special interests and will not endorse any commercial product or enterprise.

Section VI - Amending the PSAC By-Laws:

A majority of all members must vote affirmatively to modify the committee's bylaws on at least two separate regular meetings. Final decisions on a by-law change shall not be made until at least the next regular meeting following the introduction of the motion. All by-law changes/revisions adopted by the PSAC must be approved by Council. Bylaws shall be reviewed annually in January.

RESOLUTION NO. 2004-10-05-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, ESTABLISHING A NEW COMMITTEE ENTITLED, THE ELGIN PUBLIC SAFETY ADVISORY COMMITTEE; AND PROVIDING AN OPEN MEETING CLAUSE, BY DELETING RESOLUTION NO. 2004-08-03-09 IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING.

Whereas, on the 5th day of October, 2004, the City Council of the City of Elgin established the Elgin Public Safety Advisory Committee for the general purpose of assisting the City Council in matters of Public Safety, but was, under no circumstances, to be considered a civilian board of review for action taken by Public Safety Personnel; and

Whereas, it is the desire of the City Council that the Committee's advisory capacity include all areas of public safety, including law enforcement, fire, emergency medical service, communications, and emergency management; and

Whereas, the City Council has considered the matter and deems it in the public interest to authorize this action.

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

Part 1: The Resolution passed by the City Council of the City of Elgin, Texas, on the 5th day of October, 2004 creates the Elgin Public Safety Advisory Committee.

Part 2: The Committee shall have the general purpose of assisting the City Council in matters of crime abatement, fire prevention and suppression, emergency medical services, communications, and emergency management and shall make recommendations as to departmental personnel, staff, programs and such other duties as may from time to time be assigned to it by the City Council. However, it is not the purpose of the City Council to establish by this Resolution a civilian board of review for actions taken by members of public safety departments in specific situations.

Part 3: the Committee shall also have the following purposes:

- (a) To keep abreast of legislation, whether federal or state, providing for aid to local public safety agencies and from time to time to advise the City Council regarding same and to assist the City Council in obtaining such aid as the Council may decide to avail itself;
- (b) To advise the City Council upon ways and means to strengthen and improve public safety efforts in the City of Elgin; and

- (c) To advise the City Council upon the needs of the Police Department, Fire Department, Communications Department, the Prosecution, the Municipal Court, the needs in Emergency Management, and from time to time to make recommendations on the manner and means of alleviating the needs and problems of these departments.

Part 4: The Committee shall consist of four (4) residents of the City of Elgin and three (3) residents of the Elgin Independent School District. Ex-officio members shall be the City Manager, Chief of Police, Fire Chief, Emergency Management Coordinator and the Fire Marshal.

Part 5: Four (4) members shall constitute a quorum. The votes of a majority of the members of the Committee (excluding Ex-Officio members) shall be necessary to act on any matter.

Part 6: The Committee shall select one of its members chair and shall adopt its own rules and methods of procedure. The committee shall select a time and place of meeting as it shall see fit and meetings shall be open to the public unless, in the opinion of the chair and in conformity with the law, some meeting or portion thereof should be closed to the public.

Part 7: The members of the Committee shall be appointed by the City Council for two (2) year terms. IN the instance of the initial appointments under this resolution three (3) of the members shall be appointed for one (1) year and four (4) members shall be appointed for two (2) years. Thereafter, all members shall be appointed for two (2) year terms.

Part 8: That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the 5th day of October, 2004.

THE CITY OF ELGIN, TEXAS



ERIC W. CARLSON, MAYOR

ATTEST:



SHIRLEY GARVEL, City Secretary

CITY OF ELGIN

Public Safety Advisory Committee

Organization:

- A. The Public Safety Advisory Committee shall consist of seven (7) members.
- B. The members thereof shall be appointed by the City Council. All members shall be appointed for staggered terms of two (2) years beginning January 1st. Considerations for appointment to the committee should be given to residents outside the City of Elgin when function of the committee serves residents outside city boundaries.
- C. Quorum: Four (4) members shall constitute a quorum, and action taken at a meeting shall require the affirmative vote of a majority of the members in attendance.
- D. The Chairperson, Vice Chairperson and Secretary of the Committee shall be elected by a majority of the members of the Committee. The first Chairperson, Vice Chairperson shall be elected at the beginning of the first meeting held after the members are appointed and each successive Chairperson, Vice Chairperson and Secretary shall be elected at the first meeting after new appointments to the board are made beginning January 1st of each year.
- E. Each member shall continue to serve until his/her replacement is appointed. Vacancies shall be filled for an expired term in the manner in which original appointments are required to be made.

CITY OF ELGIN

Public Safety Advisory Committee

Established-Purpose

The Public Safety Advisory Committee is established for the purpose of advising and making recommendations to the Elgin City Council regarding public safety needs within the City of Elgin and its urban growth boundary. The Committee shall be responsible for, but not limited to, the following activities:

- A. It shall encourage the development of adequate public safety services for the residents of the City of Elgin.
- B. Review and make recommendations on community concerns related to the Police, Fire and EMS departments of the City of Elgin.
- C. Review and make recommendations for Public Safety - Community Partnerships.
- D. Promote public education and awareness.
- E. Collaborate with local, county and state government agencies to develop strategies to mitigate negative community livability concerns.
- F. Such other activities as the Council may assign. It shall follow the rules and regulations prescribed by the City Council for the conduct of its business. The initial rules and regulations shall be prepared by the Committee and approved by the Council.

CITY OF ELGIN

Public Safety Advisory Committee

Operation:

- A. The Committee shall meet at least quarterly and shall meet on the call of the chairperson or on a call by the majority of its members. The Committee shall meet with advance notice posted in accordance with the Texas Open Meeting Law, as amended (article 6252-17,V.T.C.S.)
- B. Authority to Bind: The Committee as a whole, or any member or members individually or collectively, shall not exercise authority to bind the city, its officers or agents to financial commitment or obligations. Any funding for projects must be budgeted by the Council and authorized expenditures presented to the staff for payment. The City may enter into agreements with other public agencies, associations and individuals for services, which will assist the Committee.
- C. Bylaws: The Council shall adopt bylaws for the Public Safety Advisory Committee meetings and the performance of its duties. These bylaws shall be reviewed and updated annually by the Committee. Bylaw revisions shall be reviewed and accepted by the City Council.
- D. The City will provide for necessary staff support for the Committee including, but not limited to, postage, meeting place, secretarial service, etc.
- E. It (the Committee) may solicit for the City gifts, revenues, bequests, or endowments of money or property as donations or grants from persons, firms, or corporations, subject to the approval and acceptance by the City Council.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID ASSOCIATED WITH THE POTH BUILDING RENOVATION PROJECT TO SPARKS ENGINEERING INC. OF SAN ANTONIO, TEXAS; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of the Resolution authorizing an agreement with Sparks Engineering Inc. of San Antonio, Texas, in the amount of \$10,500.00 for design work associated with the Poth Building Renovation Project.

BACKGROUND:

Discussed at previous meetings; This item is related to the Poth Building Renovation Project at 206 Depot St. previously approved by Council and included in the Five-Year Capital Improvement Plan.

Built in circa 1930, the Poth Building is a contributing building in National Register district; in its current state, however, the building is a non-compliant eyesore. The renovation project to currently scheduled to include asbestos inspection and abatement, replacement of roof, repair/replace windows, replacement of the rear entry door, HVAC, and ADA-compliant restrooms.

The City Council recently approved the sale of a city-owned building at 114 Depot Street, the proceeds of which are projected to provide most, if not all, necessary funds to complete this Project - and city staff is now ready to procure final engineering and design services required to move forward with the Project.

NOTE: The City Manager has already approved this work moving forward and the proposed Council action is to retroactively approve the engagement for transparency purposes. City Code provides that “the City Manager (has) the general authority to contract for budgeted expenditures involving \$25,000 or less unless such expenditure is not authorized by state law. All contracts involving more than \$25,000 or more must be expressly approved by City Council.”

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution as presented authorizing an agreement with Sparks Engineering Inc. of San Antonio, Texas, in the amount of \$10,500.00 for design work associated with the Poth Building Renovation Project and direction to staff by Council, if any, regarding same.

ATTACHMENTS: (1) Resolution and (2) Sparks Engineering proposal

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO AWARD A BID
ASSOCIATED WITH THE POTH BUILDING RENOVATION
PROJECT TO SPARKS ENGINEERING INC. OF SAN
ANTONIO, TEXAS; AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, the City of Elgin is the owner of the Poth Building located at 206 Depot Street, a downtown structure with extensive local history, and;

WHEREAS, the Poth Building has been in a state of disrepair and uninhabitable for a number of years, causing the City Council to designate it for renovation and restoration, and;

WHEREAS, the City Council recently approved the sale of a city-owned building at 114 Depot Street, the proceeds of which are projected to provide most, if not all, necessary funds to complete the Poth Building Renovation Project, and;

WHEREAS, city staff has completed a bid proposal process to procure certain engineering and design services in support of this project; and has determined *Sparks Engineering Inc.* of San Antonio, Texas has submitted the lowest and best proposal.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute an agreement with *Sparks Engineering Inc.* of San Antonio, Texas, in the amount of \$10,500.00 for design work associated with the Poth Building Renovation Project, a copy of the proposal regarding same being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. Future Budget Amendment. The City Council does hereby acknowledge that this item was neither included nor specifically approved within the *FY21-22 City of Elgin Annual Operating Budget*; and that said budget may require amendment at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

Consulting Services Agreement

Sent via email to Amy Miller <amiller@ci.elgin.tx.us>

Subject: Proposal for Structural Design – 206 Depot Street

Sparks Engineering, Inc. (*Consultant*) is an independent consultant and agrees to perform the Scope of Services as described below:

Scope of Services

1. Preparation of structural drawings and specifications for the following structural items:
 - a. Repair/repoint cracked mortar joints.
 - b. Installation of building tie-rods.
 - c. Lateral supporting elements for the masonry wall segments at the large opening on the north side of the building.
 - d. Improvement of the framing anchorage at the top of the masonry at the gable ends.
 - e. Correction of deficient lintels.
 - f. Addition of attic and roof framing as necessary to accommodate new mechanical equipment of ordinary size and weight.
 - g. Replacement of deteriorated lumber roof deck as needed
 - h. Installation of supplemental wind-ties/roof hold-downs.
2. Construction Phase services:
 - a. Processing submittals, Requests for Information, and shop drawings related to structural design.
 - b. Preparation of minor structural change orders as required.
 - c. Up to **two** (2) site visits during construction. A written field report will be prepared for each visit.

Schedule

We anticipate that our services will require approximately eight weeks after authorization to complete.

Fee

Based on our understanding of the project requirements, we propose the following Lump Sum Fee¹:

Construction Documents	\$	7,000
Construction Phase Services		
Review of RFIs & Submittals	\$	500
Site visits (2 x \$1,500/visit)	\$	3,000
Total Fee and Expense Budget		\$ 10,500

Exclusions

1. Making or repairing of probes for exploration
2. Special inspections and construction materials testing
3. Opinion of Costs
4. Preparation of the project manual
5. Contract administration
6. Architectural, MEP and Civil design
7. Printing of document sets for bidders

Additional Services

Services not included in the proposed scope are additional services. A proposal for additional services will be provided at your request.

Client Responsibilities

We understand that the Client will provide the following to facilitate our services on the project:

1. Architectural backgrounds in CAD format for our use
2. Any other relevant drawings or reports.
3. Planned use/occupancy for the spaces.

¹ Our proposed fee includes normal travel expenses associated with our proposed scope.

Terms and Conditions

Sparks Engineering, Inc. considers the following Terms & Conditions to be material elements of our proposal. Changes to these Terms & Conditions may necessitate an increase in our fee.

Standard of Care: Consultant's services will be performed using that degree of care and skill ordinarily exercised under similar conditions by reputable members of the engineering profession practicing in the same or similar locality at the time of service. No warranty, express or implied, is made or intended by this proposal or by oral or written reports or designs.

Site Responsibility: Consultant's services do not include supervision or direction of the means, methods or actual work of contractor(s) not retained by Consultant. The presence of Consultant's representatives will not relieve the contractor(s) of its responsibility to perform the work in accordance with the contract documents. Consultant will not be responsible for job or site safety or security, other than for Consultant's employees.

Opinions of Cost: Opinions of Cost for construction prepared by Consultant are intended to provide information on the magnitude of such costs and are not a quotation or guarantee of actual costs. Client understands that the actual cost of construction is beyond Consultant's control and may vary significantly from Consultant's opinion of cost.

Ownership of Documents: The Client acknowledges that all reports, drawings, specifications, computer files, field data, notes and other original documents prepared by Consultant, including electronic files, are instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to these final documents without the prior written authorization of the Consultant.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the final documents by the Client or any person or entity that acquires or obtains the final documents from or through the Client without the written authorization of the Consultant.

Priority over Form Agreements: These terms and conditions shall govern over any Form Agreements such as Purchase Orders or Work Orders or other form writings issued by the Client, without altering the terms hereof, regardless of any contrary language appearing in the Form Agreement.

Payment: Invoice terms are monthly based on percent complete for fee based projects and time spent for hourly projects. Invoices are due upon receipt and will accrue interest in the amount of 0.75% per month for every month they are not paid. If payment is not received within 60 days of invoice date, Consultant reserves the right to suspend work efforts until all outstanding invoices are paid in full.

Disputes: If a dispute arises with regard to this agreement, it shall be enforceable in Bexar County, Texas, and the prevailing party shall recover from the non-prevailing party all reasonable attorney's fees and expenses incurred.

SPARKS ENGINEERING, INC.

Texas Registered Engineering Firm F-00515



S. Patrick Sparks, P.E.
President

May 21, 2021

Attachments

SEI Rate Schedule

Authorization

To authorize these services, please sign below
and return one signed original.

Client Name _____

Attention _____

Address _____

City _____

State / Zip _____

Email _____

Telephone _____

Signature and Printed Name

Title Date

SEI 2021 Rate Schedule

Personnel

The following hourly rates (plus expenses²) apply for all time spent in evaluation, field investigation, analysis, design, project management, coordination, consultation or meetings, site visits, travel time, sampling, review and analysis of field and laboratory data, report preparation and review, etc.

A.	Professional	
	Principal Engineer	\$ 285.00/hr
	Expert Witness ³	\$ 427.00/hr
	Senior Engineer	\$ 225.00/hr
	Project Manager	\$ 185.00/hr
	Project Engineer	\$ 160.00/hr
B.	Support Personnel	
	Administrative Assistant	\$ 80.00/hr
	CAD Designer	\$ 100.00/hr
	Technician	\$ 90.00/hr

Minimum labor charge for site visits and in-person meetings is 2 hours per each of SEI's personnel present.

Expenses

A.	Travel Expenses ⁴	
	1. Company or personal vehicle:	per mile at the Current Federal Rate
	2. Airfare or other travel:	at cost
	3. Meals & Incidentals (M&I) ⁵ :	\$46 per day (\$7, \$11, \$23, \$5) lump sum
	4. Lodging ⁶ :	at cost
B.	Special equipment or supplies, permits, shipping charges, printing or other items not customarily provided will be charged at cost.	

Subcontracts

Subcontract services (if required) will be invoiced at cost. Administrative and professional fees for coordination and administration of the subcontract will be included in our proposed fee.

Our hourly billing rates are subject to change on an annual basis. When this occurs, our invoices for hourly projects will reflect our latest billing rates. However, previously established lump-sum fees and not-to-exceed fee amounts will be unaffected by rate changes.

² All fees and expenses are portal to portal.

³ Expert witness fees apply to testimony in trial, arbitration, or deposition.

⁴ Rates apply only to travel within the continental United States. When possible, we will pro-rate travel expenses among active projects involving travel to the same general area. There is no charge for vehicular travel within the metropolitan area of the home office.

⁵ M&I costs apply to project assignments outside the metropolitan area of the home office and of 6 hours duration or more. Partial-day M&I allowance will be adjusted for meals furnished or not taken by deducting the appropriate amount shown in parenthesis (breakfast, lunch, dinner, incidentals). Receipts for M&I will not be provided unless agreed to in writing prior to deployment.

⁶ Applies when required to remain overnight, or on full-time projects outside metropolitan area of the home office.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION TO ADOPT THE EVS 6110 VOTING SYSTEM

DEPARTMENT: City Council

PROPOSED ACTION: Approval of the Resolution

BACKGROUND: Bastrop County has adopted new Election Systems Software (ES&S) and requires each entity to adopt the new voting system for use in elections.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the Resolution

ATTACHMENTS: Draft Resolution and Resolution adopted by Bastrop County

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

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

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

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

**CITY OF ELGIN
OF
BASTROP COUNTY, TEXAS**

A RESOLUTION TO ADOPT THE EVS 6110 VOTING SYSTEM

WHEREAS, the EVS 6110 voting system by Elections System & Software is comprised of the ExpressVote ballot marking device, the DS850 central scanner, and the DS200 precinct scanner, and

WHEREAS, Section 123.035 of the Texas Election Code requires that use of new voting equipment must be approved by the Elections Division of the office of the Texas Secretary of State; and

WHEREAS, the County has received approval from the State of Texas for purchase of the ES&S EVS 6110 voting system that is certified for use in Texas as described in a letter dated September 17, 2021 which is attached hereto as EXHIBIT A; and

WHEREAS, the Bastrop County Elections Department has purchased the new ADA compliant EVS 6110 voting system to be used by the County for the 2022 Elections (dates to be determined) and all subsequent elections; and

WHEREAS, pursuant to Section 123.001 (b) of the Texas Election Code Bastrop County has formally adopt said voting system;

WHEREAS, the entity contracts with Bastrop County Elections Department to conduct elections and does hereby adopt said voting system for all future elections;

NOW, THEREFORE, BE IT RESOLVED BY CITY OF ELGIN OF BASTROP COUNTY, TEXAS THAT:

City of Elgin does hereby adopt the ES&S EVS 6110 voting system as certified by the State of Texas.

PASSED, APPROVED AND ADOPTED by City of Elgin of Bastrop County, Texas on this the 16th day of November, 2021.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

**COMMISSIONERS COURT
OF
BASTROP COUNTY, TEXAS**

A RESOLUTION TO ADOPT THE EVS 6110 VOTING SYSTEM

WHEREAS, the EVS 6110 voting system by Elections System & Software is comprised of the ExpressVote ballot marking device, the DS850 central scanner, and the DS200 precinct scanner, and

WHEREAS, Section 123.035 of the Texas Election Code requires that use of new voting equipment must be approved by the Elections Division of the office of the Texas Secretary of State; and

WHEREAS, the County has received approval from the State of Texas for purchase of the ES&S EVS 6110 voting system that is certified for use in Texas as described in a letter dated September 17, 2021 which is attached hereto as EXHIBIT A; and

WHEREAS, the Bastrop County Elections Department has purchased the new ADA-compliant EVS 6110 voting system to be used by the County for the 2022 Primary Election (date to be determined) and all subsequent elections; and

WHEREAS, pursuant to Section 123.001 (b) of the Texas Election Code Bastrop County must formally adopt said voting system;

***NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF
BASTROP COUNTY, TEXAS THAT:***

Bastrop County does hereby adopt the ES&S EVS 6110 voting system as certified by the State of Texas.

PASSED, APPROVED AND ADOPTED by a majority of the Commissioners Court of Bastrop County, Texas on this the 21th day of September 2021.

BASTROP COUNTY

BY:


County Judge Pro Tem

EXHIBIT A
The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
TTY: 7-1-1
(800) 252-VOTE (8683)

Secretary of State

September 17, 2021

Kristen Miles
Bastrop County
804 Pecan
Bastrop, Texas 78602

Hello,

We are in receipt of a copy of the proposed contract between Bastrop County and Election Systems & Software ("ES&S"), which you have submitted to the Secretary of State pursuant to Section 123.035 of the Texas Election Code.

The contract indicates the county plans to acquire ES&S's EVS 6110 which includes the ExpressVote ballot marking device, the DS200 precinct scanner, and the DS850 central scanner. This letter will serve as confirmation from our office that this system is currently certified for use in Texas. Enclosed is a copy of the certification order that pertains to this system. We therefore officially approve the submitted contract for the purchase of these systems.

Pursuant to state law, this written approval of your voting system contract is required prior to your final execution of the contract, or it will be considered void.

If you need additional information, please contact the Elections Division toll-free at 1-800-252-2216.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Ingram".

Keith Ingram
Director of Elections

Enclosures

KI:CP

The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.texas.gov

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Ruth R. Hughes
Secretary of State

REPORT OF REVIEW OF ELECTION SYSTEMS & SOFTWARE EVS 6.1.1.0 SYSTEM

PRELIMINARY STATEMENT

On August 21, 2020, Election Systems & Software ("ES&S" or the "Vendor") presented the EVS 6.1.1.0 system for examination and certification. The examination was conducted in Austin, Texas. Pursuant to Sections 122.035(a) and (b) of the Texas Election Code, the Secretary of State appointed the following examiners:

1. Mr. Tom Watson, an expert in electronic data communication systems;
2. Mr. Brian Mechler, an expert in electronic data communication systems;
3. Mr. Brandon Hurley, an expert in election law and procedure; and
4. Mr. Charles Pinney, an expert in election law and procedure.

Pursuant to Section 122.035(a), the Texas Attorney General appointed the following examiners:

1. Dr. Jim Sneeringer, an expert in electronic data communication systems; and
2. Ms. Lesley French, an employee of the Texas Attorney General.

At the time of the examination, the Office of the Secretary of State was closed to the public due to health and safety concerns relating to the novel coronavirus (COVID-19). As a result, certain procedures were implemented for the examination of the EVS 6.1.1.0 system. For example, the examination was held in a manner that allowed some of the examiners to participate in person and other examiners to attend remotely via live video conference. The examiners who were not physically present in the exam room were able to view the other examiners' interactions with the equipment and ask questions to the in-person examiners and the vendor. Mr. Pinney and Ms. French attended the examination in person, while the other examiners participated via live video conference.

The examiners witnessed the installation of the EVS 6.1.1.0 software and firmware that the Secretary of State's office received directly from the Independent Testing Authority. The Vendor then demonstrated the system and answered questions presented by the examiners. After the vendor presentation, the in-person examiners conducted a test election and tested various other components of the system with the participation and guidance of the examiners who attended remotely via live video conference.

Examiner reports regarding the EVS 6.1.1.0 system are attached hereto and incorporated herein by this reference.

On December 9, 2020, pursuant to Section 122.0371 of the Texas Election Code, the Office held a public hearing, by telephone, for interested persons to express views for or against the certification of the EVS 6.1.1.0 system.

BRIEF DESCRIPTION OF EVS 6.1.1.0

The EVS 6.1.1.0 system is an updated version of the EVS 6.1.0.0 system, which the Office certified in April 2020 for use in Texas elections. EVS 6.1.1.0 includes software enhancements to the existing election management system, but there were no updates to the firmware or hardware of the voting devices presented in the EVS 6.1.0.0 system.

EVS 6.1.1.0 has been evaluated at an accredited independent voting system laboratory for conformance to the 2005 Voluntary Voting System Guidelines (VVSG). EVS 6.1.1.0 was certified by the Election Assistance Commission (EAC) on July 27, 2020.

The components of EVS 6.1.1.0 are as follows:

Component	Version	Description
ExpressTouch	1.0.3.0	Direct-recording electronic voting machine (only for curbside voting)
DS200	2.30.0.0	Precinct scanner
DS450	3.4.0.0	Central scanner
DS850	3.4.0.0	Central scanner
ExpressVote (HW 1.0)	4.0.0.0	Ballot marking device
ExpressVote (HW 2.1)	4.0.0.0	Ballot marking device
ExpressVote XL	1.0.3.0	Ballot marking device
ElectionWare	6.0.1.0	Election management software
ExpressLink	2.0.0.0	Election management software
Event Log Service	2.0.0.0	Election management software
ExpressVote Activation Card Printer	N/A	Voting machine ballot activation device
ExpressVote Previewer	4.0.0.0	Election management software
PaperBallot	6.0.0.0	Election management software
Removable Media Service	2.0.0.0	Election management software
Toolbox	4.0.0.0	Election management software

FINDINGS

The following are the findings, based on written evidence submitted by the Vendor in support of its application for certification, oral evidence presented at the examination, and the written reports of the voting system examiners (all of whom recommended certifying the EVS 6.1.1.0 system for use in Texas elections).

The EVS 6.1.1.0 system, including its hardware and software components, meets the standards for certification as prescribed by Section 122.001 of the Texas Election Code. Specifically, the EVS 6.1.1.0 system and its components, among other things:

1. Preserve the secrecy of the ballot;
2. Are suitable for the purpose for which they are intended;
3. Operate safely, efficiently, and accurately and comply with the voting system standards adopted by the Election Assistance Commission;
4. Are safe from fraudulent or unauthorized manipulation;
5. Permit voting on all offices and measures to be voted on at the election;
6. Prevent counting votes on offices and measures on which the voter is not entitled to vote;
7. Prevent counting votes by the same voter for more than one candidate for the same office or, in elections in which a voter is entitled to vote for more than one candidate for the same office, prevent counting votes for more than the number of candidates for whom the voter is entitled to vote;
8. Prevent counting a vote on the same office or measure more than once;
9. Permit write-in voting; and
10. Are capable of providing records from which the operation of the voting system may be audited.

CONCLUSION

Accordingly, based upon the foregoing, I hereby certify Election Systems & Software's EVS 6.1.1.0 system for use in Texas elections.

Signed under my hand and seal of office, this 8th day of January 2021.



JOSE A. ESPARZA
DEPUTY SECRETARY OF STATE



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING THE 2021 TOTAL AD VALOREM TAX LEVY FOR THE CITY OF ELGIN; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Manager

PROPOSED ACTION:

Approval of a Resolution formally approving the 2021 City of Elgin Ad Valorem Tax Roll.

BACKGROUND:

City of Elgin Tax Assessor/Collector Ellen Owens has requested formal approval of the City's 2021 Tax Roll in compliance with Section 26.09(e) of the Texas Property Tax Code.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution formally approving the 2021 City of Elgin Ad Valorem Tax Roll and direction to staff, if any, as appropriate.

ATTACHMENTS:

2021 Tax Roll Approval Letter

- { } 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 THE 2021 TOTAL AD VALOREM TAX LEVY
FOR THE CITY OF ELGIN; MAKING FINDINGS OF FACT;
AND PROVIDING FOR RELATED MATTERS.**

WHEREAS, Section 26.09(e) of the Texas Property Tax Code states that “The (city tax) assessor shall enter the amount of tax determined as provided . . . in the appraisal roll and submit it to the governing body of the unit for approval; and,

WHEREAS, Section 26.09(e) of the Texas Property Tax Code further states that “The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll; and,

WHEREAS, Ellen Owens City of Elgin Tax Assessor/Collector, has submitted to the City the 2021 Tax Roll and requested its approval in compliance with Section 26.09(e) of the Texas Property Tax Code.

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

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

Section 2. Authorization. The Mayor is hereby authorized to sign the 2021 Tax Roll Approval Letter; a copy of said Letter being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

BASTROP COUNTY

Ellen Owens
Tax Assessor / Collector
Ellen.Owens@Co.Bastrop.Tx.Us



PO Box 579
Bastrop, TX 78602
512-332-7266

October 27, 2021

I, Ellen Owens, Tax Assessor/Collector for the City of Elgin, am submitting the below Tax Roll as per Texas Property Tax Code 26.09(e) for your approval:

City of Elgin	Total 2021 TAX
Interest & Sinking	\$1,393,353.48
Maintenance & Operations	\$3,028,296.32
TOTAL 2021 TAX LEVY	\$4,421,649.80



A handwritten signature in blue ink, reading "Ellen Owens", is written over a horizontal line.

Certified by: Ellen Owens
Bastrop County Tax Assessor / Collector

APPROVED as presented on this the _____ day of _____, 2021.

Mayor

ATTEST:

City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND MCCANN ADAMS STUDIO

DEPARTMENT: Community Services

PROPOSED ACTION: Approve resolution.

BACKGROUND: The City of Elgin will be implementing a number of projects in the downtown district including renovation of the existing Poth building at 206 Depot Street, renovation of the existing police department at 202 Depot Street, construction of a new police department building in the 200 Depot Street block, expansion of Veterans Memorial Park, and construction of sidewalks on Central Avenue from Main Street to Avenue A, Depot Street from Main to Avenue C and on Avenues A, B, and C. McCann Adams Studio will work with the City to maximize the various facilities and infrastructure components within the available funding resources.

BUDGET/FINANCIAL IMPACT:

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

Signature: _____ Date: _____

RECOMMENDATION: Approve Resolution.

ATTACHMENTS:

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND MCCANN ADAMS STUDIO FOR PLANNING SERVICES

WHEREAS, the City will be implementing projects in the downtown district including renovation of the existing Poth building at 206 Depot Street, renovation of the existing police department at 202 Depot Street, construction of a new police department building in the 200 Depot Street block, expansion of Veterans Memorial Park, and construction of sidewalks on Central Avenue from Main Street to Avenue A, Depot Street from Main to Avenue C and on Avenues A, B, and C; and

WHEREAS, the City of Elgin worked with McCann Adams Studio in 2012 to develop the Sustainable Places Plan which was adopted by City Council and laid out the vision for improvements in the downtown area and the expansion of Veterans Memorial Park; and

WHEREAS, the City desires to coordinate and maximize the projects in this area.

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

The City Manager is authorized to execute contractual documents between McCann Adams Studio and the City of Elgin.

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



mccann adams studio

October 1, 2021

Amy Miller, Director of Community Services
PO Box 591 Elgin TX 78621

RE: Agreement for City of Elgin Downtown Projects Consulting

Dear Amy,

We are very pleased to offer our consulting services to assist you and the City of Elgin (City) in more clearly defining and programming **The Downtown Veterans' Memorial Park Expansion Project** and the **200 Depot Street Block Redevelopment Project**. These projects for Elgin's Downtown have been approved for funding through various sources, such as \$400,000 of Certificates of Obligation (COs); a \$50,000 T-Mobile grant; and other, existing City funds. (Please see reference materials provided by you that will inform the Project, included in the "Attachments" document.)

Much has occurred in the Project Area in the last few years, and ideas have emerged from the community, the Parks Department, the Texas Historical Commission Main Street Office, the Police Department and others. These must be assessed, analyzed and coordinated into an overall master plan, so that the City can move the individual components of the plan forward with a clearer sense of how these all are working toward a coordinated "whole", that best uses the available funding to create a series of synergistic spaces in the Downtown.

We imagine that our efforts will culminate in an update of the overall Downtown Veterans' Park Expansion Master Plan, the conceptual plans for an expanded police station that reuses an existing historic building, as well as the adaptive reuse of the Poth Building. (Both of these projects are located on the 200 block of Depot Street, immediately north of the parkland blocks.)

MAS will assist the City in assessing existing concept plans, ideas and potential programs of the overall Project and will provide recommendations as to the appropriateness, location and scope of proposed elements, as well as the spatial and activity relationships between these.

As confirmed or modified by you, we propose to:

- Review relevant plans and information provided by the City;
- Prepare an updated base map, to include the new CARTS Elgin Station, and any other changes that may have occurred since MAS' previous "Central Park Master Plan" effort in 2015;
- Conduct a Work Session in Elgin to review relevant plans together; visit the site; agree on Project goals and priorities; confirm overall budgets and phasing of different



mccann adams studio

elements; and develop conceptual plans for the expansion of Veterans' Park and the 200 Block of Depot Street;

- Prepare a draft master plan illustrating how proposed improvements could best be placed within the subject blocks;
- Meet with City to review and evaluate the draft plan and identify refinements.
- Prepare a final master plan of the Park blocks and the 200 Block of Depot Street, accompanied with a budget and phasing plan.
- Within budget constraints, participate in other meetings, as needed, with stakeholders, other City staff, the City Council and/or members of the public.

It is assumed that the City will provide meeting venues for in-person meetings, as well as calendar invitations to include list of attendees needed from the City-side. The following are our hourly 2021 Personnel rates:

- Principal: \$235/hour
- Urban Designer/Project Manager: \$120/hour
- Drafting and Graphics Support: \$80/hour

We will bill monthly on a time-and-materials basis not to exceed a \$15,000 budget without your authorization. If our proposal is acceptable to you, please provide authorization in the space below.

Sincerely,
McCANN ADAMS STUDIO

Agreed Upon and Accepted:
CITY OF ELGIN

A handwritten signature in black ink, appearing to read 'Jana McCann', written over a horizontal line.

By: Jana McCann, FAIA
Principal

By: _____

Date _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND T-MOBILE FOR THE HOMETOWN GRANT

DEPARTMENT: Community Services

PROPOSED ACTION: Approve resolution.

BACKGROUND: The City of Elgin applied for the T-Mobile Hometown Grant to provide an outdoor classroom and Wi-Fi in Veterans Memorial Park. This project is part of the Veterans Memorial Park expansion plan and the Parks Recreation and Open Space Master Plan. The \$50,000 grant does not require local match and will provide funding for an outdoor accessible classroom with Wi-Fi and shade. Elgin was one of 25 cities selected through this nationwide grant application process and was the only city in Texas.

BUDGET/FINANCIAL IMPACT:

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

Signature: _____ Date: _____

RECOMMENDATION: Approve Resolution.

ATTACHMENTS:

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

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE
A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND T-MOBILE FOR
THE HOMETOWN GRANT**

WHEREAS, the City was selected for a T-Mobile Hometown Grant to provide an outdoor classroom and Wi-Fi as part of the expansion of Veterans Memorial Park on Depot Street; and

WHEREAS, the City of Elgin approved a Parks Recreation and Open Space Master Plan in October 2021; and

WHEREAS, the expansion of Veterans Memorial Park and the provision of Wi-Fi in the parks is part of Parks Recreation and Open Space Master Plan; and

WHEREAS, the City desires to implement this project with funding from T-Mobile;

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

The Mayor and City Manager are authorized to execute contractual documents between T-Mobile and the City for the Hometown Grant program.

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



T-MOBILE HOMETOWN GRANT PROGRAM **MARKETING AGREEMENT**

This Hometown Grant Program Marketing Agreement, along with the Standard Terms and Conditions attached as Exhibit A (collectively, “**Agreement**”), effective as of the date of full execution (“**Effective Date**”), sets forth the terms and conditions between City of Elgin, TX (“**Hometown**”) and T-Mobile USA, Inc. (“**T-Mobile**”), regarding Hometown’s status as a recipient in T-Mobile’s Hometown Grant Program (“**Program**”) and the parties’ mutual rights and duties in connection with the Program.

1. **Program Duration:** September 30, 2021 (“**Start Date**”) through September 30, 2022 (“**End Date**”)
2. **Project:** Hometown will use the Sponsorship Fee towards the Veterans’ Park Expansion Project to convert undeveloped city owned vacant lots into modern, accessible parkland. Grant funds will support the construction of an outdoor classroom space to be utilized by local non-profit organizations, homeschool and public-school groups, and community members by adding ADA accessible picnic tables, shade covering and WiFi hotspot to an existing pad of concrete. The Parties will also agree upon an additional attribution installation that recognizes T-Mobile’s sponsorship of the Project, to be funded by T-Mobile in addition to the Sponsorship Fee referenced below.
3. **Hometown website and social media accounts (“Hometown Digital Channels”):**
4. **Program Details:**
 - a. T-Mobile will prepare a national news release regarding Hometown’s status as a recipient in the Program, and Hometown will repost to the Hometown Digital Channels.
 - b. T-Mobile will post social media content about the Program during the Program’s duration, and Hometown will repost that content on the Hometown Digital Channels using assets and agreed upon language provided by T-Mobile Public Relations team.
 - c. T-Mobile will supply an oversized check for publicity photos, which photos Hometown will shall share on the Hometown Digital Channels.
 - d. T-Mobile will supply window clings regarding the Program for display in city and business entities in Hometown during the Program.
 - e. Hometown will use the Sponsorship Fee to pursue the community project described above (“**Project**”) and, at the mid-way point and end of the Program, Hometown leadership will provide T-Mobile with Project updates, including photos and publicity quotes, for T-Mobile’s use on T-Mobile’s website, PR channels, and social channels and further reposting on the Hometown Digital Channels.
 - f. For any in-person events in connection with Hometown’s involvement in the Program, Hometown will follow, and ensure all Hometown staff and attendees of such event follow, all currently applicable CDC, State, and local guidelines as they pertain to COVID-19 and all safety guidelines.
5. **Sponsorship Fee:** T-Mobile will pay \$50,000 to Hometown for the above outlined Rights/Benefits within 30 days following full execution of this Agreement.



Accepted and Agreed to by:

T-Mobile USA, Inc.

City of Elgin, TX

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Notice Addresses:

If to T-Mobile:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Tel: 205-408-8434
Email: Kathy.Belcher@T-Mobile.com
Attn: Kathy Belcher

With a copy of legal notices:
Attn: General Counsel

If to Hometown:

City of Elgin, TX
P.O. Box 591
310 North Main Street
Elgin, TX 78621

Tel:
Fax:
Email:
Attn:



EXHIBIT A

In addition to the foregoing, the parties agree to the following Standard Terms and Conditions:

1. **Representations and Warranties:** The parties have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms. Hometown is solely responsible for the operation of the Project, including the safety and security of any visitors to or participants in the Project. Hometown represents and warrants that the Project, including the operation thereof, complies with all applicable laws and regulations. Hometown further represents and warrants that it is responsible for securing any required license or permits to conduct the Project, and that any materials and/or content it creates pursuant to this Agreement will not infringe on any third-party rights.
2. **Use of Trademarks:** T-Mobile grants to Hometown a limited, personal, non-exclusive, non-assignable, revocable, non-sublicensable, royalty-free license or sublicense (as applicable) to use and reproduce the T-Mobile trademarks and logos provided by T-Mobile (the “**T-Mobile Marks**”) solely in connection with Hometown’s performance of its obligations hereunder during the term of the Program and such use is subject to T-Mobile’s Marks Rules available at <https://www.t-mobile.com/responsibility/legal/trademarks>. Hometown hereby grants T-Mobile the right to use Hometown’s trademarks, logos, and trade names (as provided by Hometown) as necessary for T-Mobile to exercise its rights as set forth herein. Each party retains complete ownership of, all trademarks, logos, designs, copyrights, trade names, and all other intellectual property rights which it owns or has rights to and which are used in any way in materials in connection with this Agreement.
3. **Media:** Any and all media advertising or publicity content produced by Hometown that refers to T-Mobile or includes any T-Mobile Marks or mentions T-Mobile (“**Media**”) and is intended to run on any public platform (including, but not limited to, tv, radio, print, out of home, web, or social media, whether paid or unpaid), shall require the prior written approval of the content by T-Mobile. If T-Mobile provides Media to Hometown, Media shall not to be altered by Hometown, or any other third-party, without the express, prior written consent of T-Mobile.
4. **Indemnification:** Each party agrees to defend, indemnify, and hold the other party, its affiliates, subsidiaries, parent and related companies, officers, directors, agents, and employees (collectively, the “**Indemnified Parties**”) harmless from and against any and all third party claims, settlements, judgments, liabilities, damages, losses, suits and expenses of any nature whatsoever, including reasonable outside attorneys’ fees (and fees incurred in enforcing this provision), arising out of, based upon, or in connection with any material breach by any party of its obligations or responsibilities under this Agreement, including any of its representations and warranties hereunder. The indemnity obligations set forth herein shall survive termination or expiration of this Agreement. Each party agrees to maintain applicable insurance policies and/or funds in place to cover its indemnification obligations.
5. **Termination:** Either party may terminate this Agreement in the event of a material breach by the other party. In addition, T-Mobile may terminate this Agreement for any reason with five days’ notice. On any termination due to Hometown’s breach, Hometown will refund the pro rata portion of any unearned prepaid Fees or T-Mobile will owe the pro rata portion of any Fees earned prior to termination.
6. **Force Majeure:** If because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of terrorism or war, act of government or government instrumentality, or other cause beyond the reasonable control of a party (“**Force Majeure Event**”), either party is unable to perform any or all of its obligations hereunder, then such nonperformance will not be a breach of this Agreement. If due to a Force Majeure Event, T-Mobile does not receive all the benefits included in this Agreement, Hometown will provide T-Mobile with a reasonably equivalent make good or a pro-rata refund of the Fee paid, to be chosen at T-Mobile’s sole discretion.
7. **Miscellaneous:** This Agreement constitutes the whole and entire Agreement between the parties with respect to the subject matter of this Agreement and it shall not be modified or amended in any respect, except by a written instrument executed by both parties. This Agreement shall be governed by the laws of the State of Washington, without regard to conflicts of law provisions, and the parties consent to the exclusive jurisdiction and venue of the state courts located in King County, Washington or the federal courts in the Western District of Washington. The parties agree that the terms of this Agreement are confidential and shall not be disclosed, except to the respective parties’ advisors or as may be required by legal order or government authorities. All notices required or permitted hereunder shall be in writing and may be emailed, personally delivered, sent by reputable overnight courier or certified mail, return receipt requested, and in each case addressed to the parties using the contact information at the beginning of this Agreement.



Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration and final action of an Ordinance approving and authorizing the issuance of debt to fund the 2021A Certificates of Obligation Program as previously discussed with City Council.

BACKGROUND:

On numerous occasions throughout the year, city staff has submitted, reviewed, and discussed its recommendations to Council on the proposed issuance of Certificates of Obligation (COs) designed to fund a wide range of capital improvement projects in support of general government – including the County Line Road Phase 1 Project and a new Elgin Police Department Station.

Certificates of Obligation (COs) and debt issuance in general are a necessary component to funding major capital improvement projects for cities where such funds are not available through the annual operating budget.

Although these general government projects were included in the initial 2021 COs Program that was supported by a clear majority of the City Council, those efforts were compromised. The proposed Ordinance will provide the necessary funding to now move forward with these much-needed projects.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Final approval of an Ordinance authorizing the issuance of debt to fund the 2021A Certificates of Obligation Program; and direction to staff, if any, regarding same.

ATTACHMENTS: Ordinance

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

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

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

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

ORDINANCE NO. 2021-11-16-__

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

ADOPTED NOVEMBER 16, 2021

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Elgin, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$11,220,000* for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, improving and equipping City parks; (ii) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections and related costs including water, wastewater and drainage improvements, utility relocation, signage, landscaping, irrigation and purchasing any necessary rights-of-way including County Line Road widening project, completion of the Roy Rivers Road and public roads connected thereto and constructing and renovating downtown sidewalks; (iii) constructing, improving and equipping a new police station including the purchase of any necessary land and utilities or renovating, expanding, improving and equipping the existing police station; and (iv) professional services including fiscal, engineering, architectural and legal fees and such other costs incurred in connection therewith including the costs of issuing the Certificates.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ELGIN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated November 15, 2021, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on July 15 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT*</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT*</u>
2022	\$420,000	2035	\$855,000
2023	535,000	2036	885,000
2024	555,000	2037	920,000
2025	575,000	2038	960,000
2026	600,000	2039	1,000,000
2027	620,000	2040	1,040,000
2028	645,000	2041	1,080,000
2029	670,000	2042	1,110,000
2030	700,000	2043	1,145,000
2031	725,000	2044	1,180,000

* Preliminary, subject to change upon final pricing.

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u> [*]	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u> [*]
2032	760,000	2045	1,210,000
2033	790,000	2046	1,250,000
2034	820,000		

The term "Certificate" as used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto.

Section 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

<u>YEAR</u>	<u>INTEREST RATE</u>	<u>YEAR</u>	<u>INTEREST RATE</u>
2022		2035	
2023		2036	
2024		2037	
2025		2038	
2026		2039	
2027		2040	
2028		2041	
2029		2042	
2030		2043	
2031		2044	
2032		2045	
2033		2046	
2034			

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the

Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date which shall indicate to which principal installments the redemption shall be applied), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned in whole, but not in part, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange or substitute for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificate, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Certificate shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

(i) Cancellation of Initial Certificate. On the closing date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the purchaser of the Certificates or its designee set forth in Section 12 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters set forth in Section 12 of this Ordinance or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such Underwriters one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all the Certificates for such maturity.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTIES OF BASTROP AND TRAVIS CITY OF ELGIN, TEXAS	PRINCIPAL AMOUNT \$_____
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2021A		

INTEREST	DATE OF	CLOSING	MATURITY	CUSIP
RATE	CERTIFICATE	DATE	DATE	NO.

November 15, 2021 December 15, 2021

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the CITY OF ELGIN, in the Counties of Bastrop and Travis, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Closing Date, on January 15, 2023 and semiannually on each July 15 and January 15 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate is payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at BOKF, NA, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the last day of the preceding month, whether or not a business day, each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Certificate for redemption and payment at the Designated Payment/Transfer

Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is dated November 15, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$11,220,000* for the purpose ,of paying contractual obligations incurred or to be incurred by the City for: (i) constructing, improving and equipping City parks; (ii) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections and related costs including water, wastewater and drainage improvements, utility relocation, signage, landscaping, irrigation and purchasing any necessary rights-of-way including County Line Road widening project, completion of the Roy Rivers Road and public roads connected thereto and constructing and renovating downtown sidewalks; (iii) constructing, improving and equipping a new police station including the purchase of any necessary land and utilities or renovating, expanding, improving and equipping the existing police station; and (iv) professional services including fiscal, engineering, architectural and legal fees and such other costs incurred in connection therewith including the costs of issuing the Certificates.

ON JULY 15, 20__, OR ON ANY DATE THEREAFTER, the Certificates of this Series maturing on and after July 15, 20__ may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities, and sinking fund installments in the case of Term Certificates, to be redeemed shall be selected and designated by the City and if less than all of a maturity, and sinking fund installments in the case of Term Certificates, is to be redeemed, the Paying Agent/Registrar shall determine by lot or other customary method the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

THE CERTIFICATES MATURING ON JULY 15, 20__ and 20__ are subject to mandatory sinking fund redemption prior to maturity in the following amounts on the following dates and at a price of par plus accrued interest to the redemption date ("Term Certificates").

Term Certificates Maturing on July 15, 20__*

<u>Redemption Date</u>	<u>Principal Amount</u>
July 15, 20	\$
July 15, 20	
July 15, 20	

*Stated Maturity

Term Certificates Maturing on July 15, 20__*

<u>Redemption Date</u>	<u>Principal Amount</u>
July 15, 20	\$
July 15, 20	
July 15, 20	

*Stated Maturity

THE PRINCIPAL AMOUNT of the Term Certificates required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the City by the principal amount of any Term Certificates of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the City with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Term Certificates plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

NO LESS THAN 30 days prior to the date fixed for any optional redemption, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be

conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations of \$5,000 and in any integral multiple of \$5,000 in excess thereof as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificates.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it

promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS HEREBY CERTIFIED, RECITED AND COVENANTED that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from a limited pledge of the surplus revenues of the City's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Waterworks and Sewer System, which amount shall not exceed \$1,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by
an executed Registration Certificate of the
Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

BOKE, NA
Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee

(Please print or typewrite name and address, including zip code, of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE DATE SPECIFIED BELOW, the City of Elgin, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on July 15 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on January 15, 2022 and semiannually on each July 15 and January 15 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the City's Waterworks and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Waterworks and Sewer System, with such amount not to exceed \$1,000 constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues or other revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor of the City Council of the City, the City Manager and Director of Finance are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or

otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council of the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this Section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificates shall have matured, and no default has occurred which is then

continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Certificates or proceeds of any prior certificates to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or

investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby officially sold and shall be delivered to _____, the senior managing underwriter, on behalf of itself and co-managers _____ (collectively, the "Underwriters") in accordance with the terms and provisions of a Purchase Agreement in substantially the form presented at this meeting, which the Mayor of the City is hereby authorized and directed to execute and deliver such Purchase Agreement. The City will initially deliver to the Underwriter the Certificates authorized under this Ordinance. The Certificates shall initially be registered in the name of Cede & Co. The City finds that the terms of the sale are the most advantageous reasonably available.

Section 13. DEFAULT AND REMEDIES. (a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default. (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or

employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies; (ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance. (ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy. (iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council. (iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Elgin Series 2021 Certificate of Obligation Construction Fund (the "2021 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2021 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The 2021 Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda,

supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated November 16, 2021 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 C.F.R. Section 240.15c(2)-12) as of their respective dates.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. The Paying Agent/Registrar Agreement in substantially the form presented to the Council is hereby approved. The Mayor is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement, as necessary.

Section 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2021, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "B" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2021. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "B" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;

15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holder, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes. (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 8 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to Subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 18. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 19. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Secretary, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge to secure the payment of the Certificates.

Section 21. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 22. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Certificates, any right, remedy or claim under or by

reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 23. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 24. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 25. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 26. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 27. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 28. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the first and final reading on the 16th day of November, 2021.

Ron M. Ramirez Mayor, City of Elgin, Texas

ATTEST:

Jennifer Stubbs City Secretary, City of Elgin, Texas

[Signature Page]

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least

every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1 - Valuation, Exemptions and Ad Valorem Tax Debt;
- (2) Table 2 - Taxable Assessed Valuations by Category;
- (3) Table 3 - Valuation and General Obligation Debt History;
- (4) Table 4 - Tax Rate, Levy and Collection History;
- (5) Table 5 - Ten Largest Taxpayers;
- (6) Table 6 - Tax Adequacy;
- (7) Table 8 – Ad Valorem Tax Debt Service Requirements;
- (8) Table 9 - Interest and Sinking Fund Budget Projection;
- (9) Table 10 - Computation of Self-Supporting Debt;
- (10) Table 11 – Authorized But Unissued General Obligation Bonds;
- (11) Table 12 – Other Obligations;
- (12) Table 13 – General fund Revenues and Expenditure History;
- (13) Table 14 – Municipal Sales Tax History;
- (14) Table 15 – Current Investment;
- (15) Appendix C - Excerpts from the City's Annual Financial Report

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.



City of Elgin 2021A Certificates of Obligation

City of Elgin

2021A Certificates of Obligation

- **“Damage is Done”**
- **HB1869**
- **Move forward now with previously approved General Govt Program + Economic Development Funds**
- **Definitive progress within next 12 months**

City of Elgin

2021A Certificates of Obligation

“Damage is Done”

*Adverse impact from petition
forcing change in original CO Program:*

- ❑ Negative impact on city operations, services, and employee morale
- ❑ All projects delayed a minimum of 6-8 months
- ❑ Missed opportunity to purchase adjacent City Hall property
- ❑ Missed opportunity to build any new city offices besides public safety (HB1869)

City of Elgin

2021A Certificates of Obligation

“Damage is Done”

*Adverse impact from petition
forcing change in original CO Program:*

- ❑ Adverse/confusing impact on Property Tax Rate
(must now be increased)
- ❑ Increased bond issuance costs
- ❑ Interest rate increase
- ❑ Negative impact on bond rating
- ❑ Private development funding for the County Line Rd.
put at risk

HB 1869 (EFFECTIVE SEPT. 1 2021)

Certificates of Obligation are subject to voter approval if they fail to meet one of the following categories:

- **Self-supporting (not financed by property taxes)**
- **Part of a state or federal assistance program**
- **Issued for designated infrastructure**
- **Refinancing of debt**
- **Emergency response**
- **Renovation of existing facilities**
- **Purchase of vehicles or equipment**
- **Economic development**
- **Construction or upkeep of a highway**

HB 1869 (EFFECTIVE SEPT. 1 2021)

“Designated Infrastructure means infrastructure, including a facility, equipment, rights-of-way, or land for the following purposes:

- a) Streets, roads, highways, bridges, sidewalks, parks, landfills, parking structures or airports;**
- b) Telecommunications, wireless communications, information technology systems, applications, hardware, or software;**
- c) Cybersecurity**
- d) As part of any utility system, water supply project, water plant, wastewater plant, water and wastewater distribution or conveyance facility, wharf, dock, or flood control and drainage project;**
- e) Police stations, fire stations or other public safety facilities, jails, juvenile detention facilities, or judicial facilities and any facilities that are physically attached to the facilities described by this paragraph;**
- f) As part of any school district; or**
- g) As part of any hospital district created by general or special law that includes a teaching hospital.”**

HB 1869

- **“ISSUED FOR DESIGNATED INFRASTRUCTURE...STREETS, ROADS, HIGHWAYS, SIDEWALKS, PARKS**
- **“RENOVATION OF EXISTING FACILITIES”**
- **“ECONOMIC DEVELOPMENT”**

2021A COS

- COUNTY LINE ROAD WIDENING
- DOWNTOWN REVITAL. SIDEWALKS MLK
- SRTS – DOWNTOWN SIDEWALKS
- MEMORIAL PARK RESTROOM
- THOMAS PARK IMPROVEMENTS
- PHASE I – CENTRAL PARK IMPROVEMENTS
- ADD/RENOVATE POLICE DEPT BLDG
- DEMOLISH BLDG. – 202A DEPOT ST.
- EDC INFRASTRUCTURE

All projects are specifically authorized by HB1869

City of Elgin

2021A Certificates of Obligation

**Move forward now with previously approved
General Govt Prog + Economic Development Funds**

General Government

- Not a new program; same projects as previously discussed and endorsed
- City Council and staff have engaged in numerous, detailed public discussions and individual briefings of Councilmembers on each of the proposed projects
- City Council has provided multiple opportunities for input for the general public

City of Elgin

2021A Certificates of Obligation

**Move forward now with previously approved
General Govt Prog + Economic Development Funds**

General Government

- Staff has responded to all questions or requests for additional information related to the recommended projects - and has received no requests for additional information or further discussion
- All projects already approved by a clear majority of Council on numerous occasions
- **All projects included in the Council-approved Five-Year Capital program**

City of Elgin

2021 Five-Year Capital Improvement Plan - Capital Projects

Project:	County Line Road Reconstruction - Phase 1
Budget:	
	\$6,743,860
Department:	
	Public Works
Funding Source:	
	TBD
Project Manager:	
	Director of Public Works



Project Description:
Complete reconstruction, realignment, and upgrade to County Line Road, from FM110 north to Carlson Lane; conversion of entire roadway from its original rural design to harmonize with its current use as an urban arterial thoroughfare; in addition to existing traffic, road provides the main access to two EISD campuses, ACC-Elgin, and major residential development planned for the future; Phase 3 of the project (from EHS to Carlson) to include 3,070 LF of concrete pavement with steel reinforcement, continuous middle turning lane, curb/gutter, and storm drainage with curb inlets; project will upgrade the level of service for the road, improve safety, and provide a modern corridor for a rapidly expanding section of the City; major transportation enhancement for entire

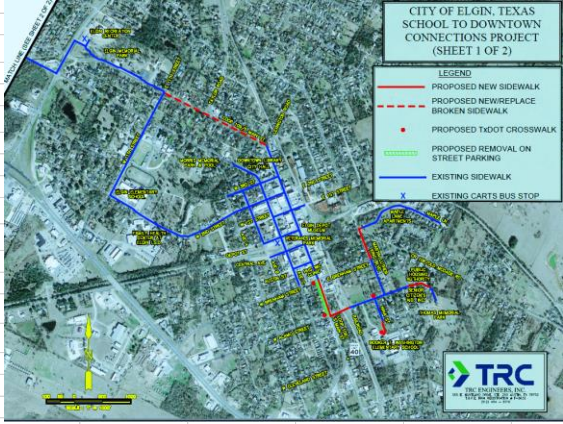
City Council Goal(s) Met:
N/A

Budget	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Land Acquisition/ROW	200,000					\$200,000
Design/Administration	750,000					\$750,000
Construction		5,780,000	-			\$5,780,000
Miscellaneous		13,860				\$13,860
Total Project Cost	\$950,000	\$5,793,860	\$0	\$0	\$0	\$6,743,860
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
- Debt Proceeds		-				\$0
- Developer Contributions						\$0
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0

County Line Road Reconstruction Phase 1

City of Elgin

2021 Five-Year Capital Improvement Plan - Capital Projects

Project:	MLK and North Main Sidewalk Connections
Budget:	\$1,377,742
Department:	Community Services
Funding Source:	TBD, TxDOT, SRTS Grant, Tx Cap Fund Main St Grant
Project Manager:	Director of Public Works
	

Project Description:

Design and construct new public sidewalks, ADA ramps and crosswalks providing safe pedestrian access to Booker T. Washington Elementary School, Thomas Memorial Park, downtown, Elgin Elementary School, and Elgin Memorial Park. **Funding:** Off system Transportation Enhancement Grant \$415,059 and requires no local match to construct sidewalks on Nina Street, Alamo Street, and Martin Luther King Boulevard. On System funded by TxDOT Design Division (DES) using TxDOT's Statewide Curb Ramp and Pedestrian Improvement Program South Main Street from Alamo street to 11th street valued at \$362,683 and \$25,000 financial participation from the City of Elgin for grant administration. Completed project will serve the new Sierra Apartments on Maple Lane, public housing authority and all neighborhood homes; includes upgrades to North Main Street missing sidewalk and broken sidewalk from Lexington to 11th Street; project provides significant traffic safety upgrade, enhanced quality of life, increased connectivity, and creates safe routes to schools.

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	100,000					\$100,000
Construction	500,000	415,059				\$915,059
Miscellaneous			362,683			\$362,683
Total Project Cost	\$600,000	\$415,059	\$362,683	\$0	\$0	\$1,377,742
Annual Cost	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total
General Fund						\$0
- Capital Outlay	600,000	415,059	362,683			\$1,377,742
Total Expense	\$600,000	\$415,059	\$362,683	\$0	\$0	\$1,377,742

Funding Source(s)	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total
General Fund						\$0
- Operating Budget	25,000					\$25,000
- Cash Reserves	75,000					\$75,000
- Tx Cap Fund Main Street Grant	500,000					\$500,000
- Safe Routes to School Grant		415,059				\$415,059
- TxDOT			362,683			\$362,683
Total Revenue	\$600,000	\$415,059	\$362,683	\$0	\$0	\$1,377,742

Downtown Revitalization MLK/SRTS Sidewalks

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

Project:	Elgin Memorial Park Restrooms				
Budget:	\$160,000				
Department:	Parks & Recreation				
Funding Source:	TBD				
Project Manager:	Director of Public Works				



Project Description:
Replacement and upgrade of public restroom facilities at city's largest and most visible park; current restrooms are unsafe, substandard, and outdated; Memorial Park consistently generates the most traffic from day to day and current restroom facilities reflect the wear and tear of such use; project will include utilization of existing water and waste water lines; new facility was included as in-kind match by the City with the St. David's Foundation grant received in 2019; project supports the 2021-31 Parks, Recreation and Open Space Master Plan and is responsive to general community input

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	12,000					\$12,000
Construction	148,000					\$148,000
Miscellaneous						\$0
Total Project Cost	\$160,000	\$0	\$0	\$0	\$0	\$160,000
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
- Debt Proceeds						\$0
Other						\$0
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0

Elgin Memorial Park Restrooms

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

Project:	Thomas Park Improvements - Phase 1					
Budget:						
	\$150,000					
Department:						
	Parks & Recreation					
Funding Source:						
	TBD					
Project Manager:						
	Director of Community Services					



Project Description:
General upgrades and improvements to various Thomas Park facilities; court resurfacing and upgraded basketball goals, repair restroom facilities with new fixtures, upgrades to concession stand interior, place-making mural, and playground shade structure; current facilities are substandard, outdated, and well past useful life; service level enhancement for area residents and all park users; project supports the 2021-31 Parks, Recreation & Open Space Master Plan and is responsive to general community input

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	12,000					\$12,000
Construction	135,000					\$135,000
Miscellaneous	3,000					\$3,000
Total Project Cost	\$150,000	\$0	\$0	\$0	\$0	\$150,000
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
- Debt Proceeds						\$0
Other						\$0
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0

Thomas Park Improvements Phase 1

City of Elgin

2021 Five-Year Capital Improvement Plan - Capital Projects

Project:	Veterans' Park Expansion - Phase 1
Budget:	\$600,000
Department:	Parks & Recreation
Funding Source:	TBD
Project Manager:	Director of Community Services



Project Description:
Expansion of Veterans Memorial Park on city-owned land adjacent to the railroad tracks from Ave C to Ave A and between Depot Street & Central Avenue; to be coordinated with development of city-owned property in 200 block of Depot Street and the existing EPD Station; **Phase 1**: sidewalks around perimeter, fence along railroad track, events lawn, thematic playground with shade, and vegetation; overall project to possibly also include a new events lawn area, interactive water feature, fitness elements, native xeriscaping, and irrigation creating an accessible greenspace in the heart of the community for both residents and out of town visitors; supports overall reinvestment and development in the downtown district; project supports the 2021-31 Parks, Recreation & Open Space Master Plan and is responsive to general community input

City Council Goal(s) Met:
N/A

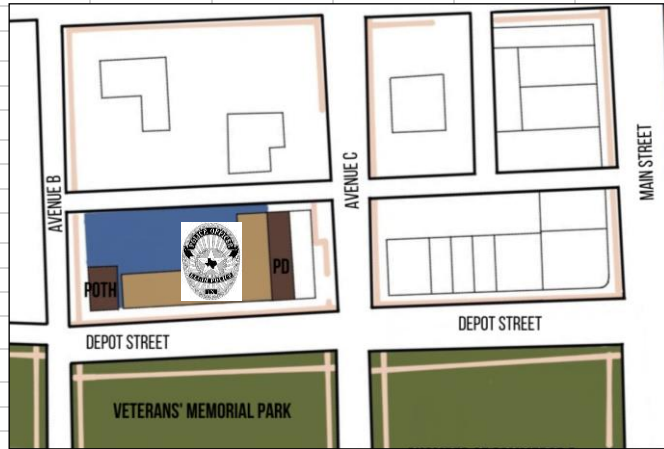
Budget	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Land Acquisition/ROW						\$0
Design/Administration	100,000					\$100,000
Construction	500,000					\$500,000
Miscellaneous						\$0
Total Project Cost	\$600,000	\$0	\$0	\$0	\$0	\$600,000
Annual Cost	FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	Total
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

Veteran's Park Expansion Phase 1

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

Project:	Police Department Renovation/Expansion
Budget:	\$1,950,000
Department:	Police
Funding Source:	TBD
Project Manager:	Chief of Police



Project Description:
Renovation and expansion of existing Elgin Police Department Station at 202 Depot St.; construction project will maximize utilization of city-owned property at current EPD location; will support on-going growth of staff & all EPD operations including administration, patrol, investigations, and communications; project designed to address needs over the next 5-10 years and will significantly improve building safety and security for officers, staff, and the general public; enhancement to historic downtown area as part of complete redevelopment of the 200 block of Depot Street; much needed upgrade to current deteriorating facility that is well past its useful life

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	100,000					\$100,000
Construction		1,850,000				\$1,850,000
Miscellaneous						\$0
Total Project Cost	\$100,000	\$1,850,000	\$0	\$0	\$0	\$1,950,000
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
- Debt Proceeds	-	-				\$0
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0

Police Department Renovation/Expansion

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

Project:	Building Demolition - 202A Depot Street
Budget:	\$20,000
Department:	Community Development
Funding Source:	TBD
Project Manager:	Director of Public Works



Project Description:

Demolition and removal of dilapidated city-owned building adjacent to the EPD station at 202A Depot Street; building was home of the City Public Works office 40 years ago, but is currently in unusable condition with obvious structural issues and does not appear to be salvageable; building also has basement that retains water, breeding mosquitos; initial project will require asbestos assessment, abatement, air monitoring and related fee/administration to contain costs, city forces may be able to complete demolition - but only after asbestos assessment and abatement by others; will support goals for a generally enhanced downtown area

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	14,000					\$14,000
Construction	5,000					\$5,000
Miscellaneous	1,000					\$1,000
Total Project Cost	\$20,000	\$0	\$0	\$0	\$0	\$20,000
Annual Cost	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	Total
General Fund						\$0
- Capital Outlay						\$0
Total Expense	\$0	\$0	\$0	\$0	\$0	\$0
Funding Source(s)	FY2022-23	FY2023-24	FY2024-25	FY2025-26	FY2026-27	Total
General Fund						\$0
- Debt Proceeds				-		\$0
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0

**Building
Demolition
202A Depot
St.**

City of Elgin 2021 Five-Year Capital Plan

CITY COUNCIL MAJORITY CONSENSUS TOP FIVE PRIORITIES CURRENTLY UNFUNDED PROJECTS

1. EPD Building Renovations (Page 36)
2. MLK & North Main Sidewalks (Page 67)
3. County Line Rd Improvements - Phase 1 (Page 61)
4. Elgin Memorial Park Restrooms (Page 41)
5. Veteran Park Expansion – Phase 1 (Page 43)

City of Elgin

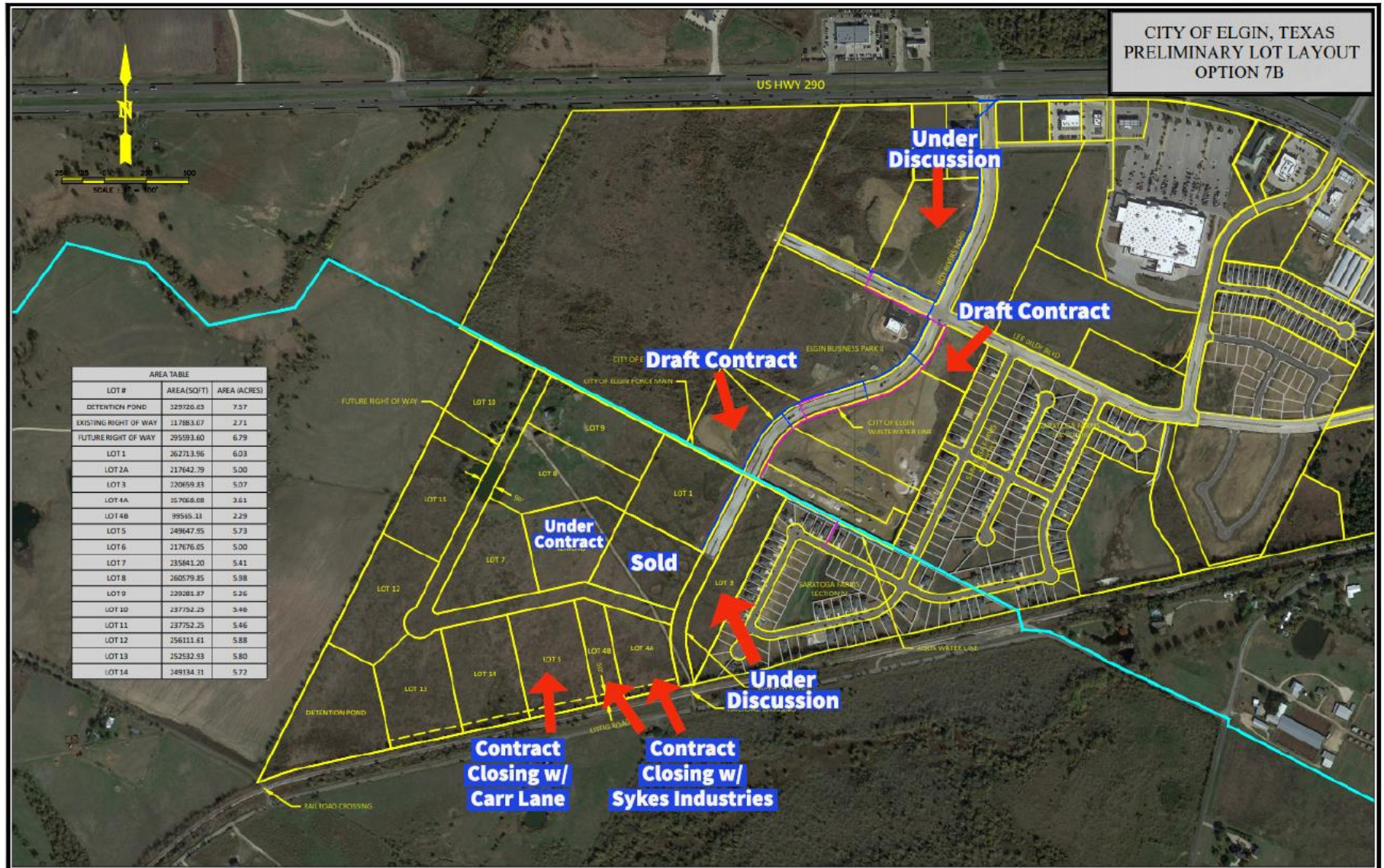
2021A Certificates of Obligation

**Move forward now with previously approved
General Govt Prog + Economic Development Funds**

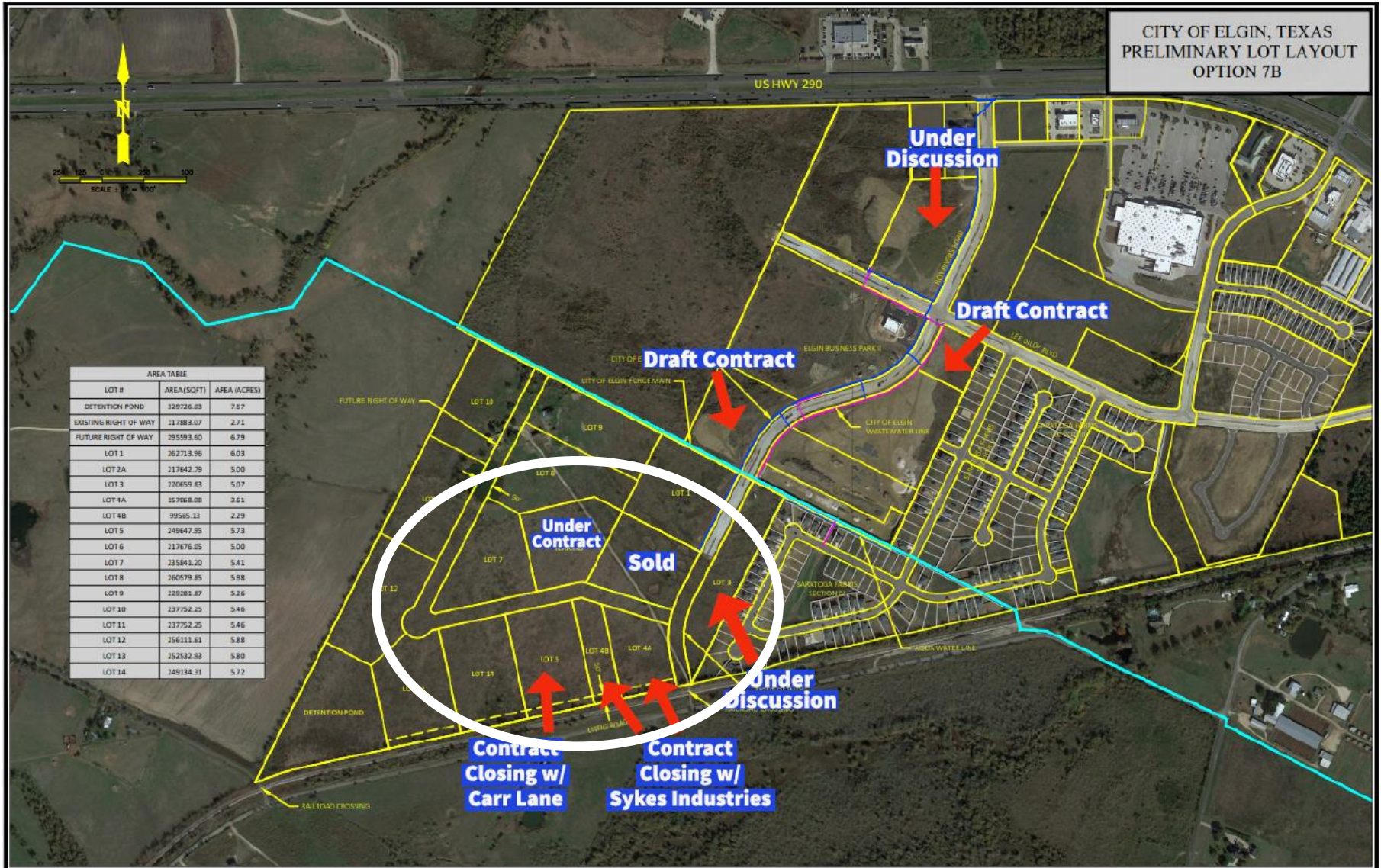
EDC

- Funds required to proceed with infrastructure improvements in support of relocating companies and job creation
- Failure to proceed with timely improvements could put in EDC in default of development agreements
- Future EDC Sales Tax Revenue will be utilized to make annual debt payments

EDC/ELGIN BUSINESS PARK & INFRASTRUCTURE



EDC/ELGIN BUSINESS PARK & INFRASTRUCTURE



2021A CERTIFICATES OF OBLIGATION	
	<u>PROPOSED</u>
<u>Traffic & Safety Improvements</u>	
County Line Road Widening - Phase 1	4,500,000
Downtown Revitalization Sidewalks/MLK	75,000
STRS Schools – Downtown Sidewalks	25,000
<i>Subtotal - Traffic & Safety</i>	\$ 4,600,000
<u>Parks & Recreation</u>	
Elgin Memorial Park Restrooms	160,000
Thomas Park Improvements	150,000
Veteran's Park Improvements - Phase 1	600,000
<i>Subtotal - Parks & Rec</i>	\$ 910,000
<u>Building/Facility Upgrades</u>	
Add/Renovate Police Department Station	3,500,000
Demolish Building – 202A Depot St.	20,000
<i>Subtotal - Building Upgrades</i>	\$ 3,520,000
<i>Total - General Government</i>	\$ 9,030,000
<u>Economic Development</u>	
EDC Road and Utility Improvements	3,175,000
<i>Subtotal - EDC</i>	\$ 3,175,000
Miscellaneous	\$ 295,000
<i>Grand Total</i>	\$ 12,500,000

City of Elgin

2021A Certificates of Obligation

Definitive progress within next 12 months

- County Line Road (CLRd) Project bid by January, 2022
- CLRd Project - Phase 1 completed by 1stQ/2023
- Thomas Park and Memorial Park Improvements completed by next summer
- Veteran's Park - Phase 1 completed by 2022 EOY
- EPD Station Expansion/Renovation under construction mid-2022
- EDC Business Park infrastructure completed by 2022 EOY

City of Elgin

2021A Certificates of Obligation

If a CO Program is placed on the ballot and fails to be approved by voters, the City cannot borrow funds in support of the same projects for the next *three (3) years*

If the proposed program is placed on the ballot next May and is voted down, the City will lose \$5M secured from County Line Rd. developers

City of Elgin

2021A Certificates of Obligation

- ✓ **Same program/projects as previously discussed**
- ✓ **Affordable**
- ✓ **Timely response to current issues**
- ✓ **Addresses community-wide needs**
 - Public safety, transportation, pedestrian safety, parks & recreation, & downtown redevelopment
- ✓ **Direct return on investment**
 - County Line Rd Phase 1 and EDC Funds
- ✓ **Little or no advantage to waiting**



City of Elgin 2021A Certificates of Obligation

Questions?

2021A CERTIFICATES OF OBLIGATION	
	<u>PROPOSED</u>
<u>Traffic & Safety Improvements</u>	
County Line Road Widening - Phase 1	4,500,000
Downtown Revitalization Sidewalks/MLK	75,000
STRS Schools – Downtown Sidewalks	25,000
<i>Subtotal - Traffic & Safety</i>	\$ 4,600,000
<u>Parks & Recreation</u>	
Elgin Memorial Park Restrooms	160,000
Thomas Park Improvements	150,000
Veteran's Park Improvements - Phase 1	600,000
<i>Subtotal - Parks & Rec</i>	\$ 910,000
<u>Building/Facility Upgrades</u>	
Add/Renovate Police Department Station	3,500,000
Demolish Building – 202A Depot St.	20,000
<i>Subtotal - Building Upgrades</i>	\$ 3,520,000
<i>Total - General Government</i>	\$ 9,030,000
<u>Economic Development</u>	
EDC Road and Utility Improvements	3,175,000
<i>Subtotal - EDC</i>	\$ 3,175,000
Miscellaneous	\$ 295,000
<i>Grand Total</i>	\$ 12,500,000



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE CITY OF ELGIN ECONOMIC DEVELOPMENT CORPORATION RELATING TO CITY OF ELGIN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration of a Resolution authorizing the execution of an agreement with the City of Elgin Economic Development Corporation (EDC) related to the 2021A Certificates of Obligation Program and certain funding to be provided by the EDC.

BACKGROUND:

On numerous occasions throughout the year, city staff has discussed its recommendations to Council on the proposed issuance of Certificates of Obligation (COs) designed to fund a wide range of capital improvement projects in support of general government – including the completion of the Roy Rivers Road and public roads connected thereto and related utilities required or suitable for infrastructure and are necessary to promote or develop new or expanded business enterprises in the Elgin Business Park.

Certificates of Obligation (COs) and debt issuance in general are a necessary component to funding major capital improvement projects for cities where such funds are not available through the annual operating budget.

In support of this effort, the EDC has agreed to provide funds annually to the City in an amount sufficient to pay a portion of the debt service requirements on the 2021A COs issued in part to finance the EDC Projects

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing an agreement with the City of Elgin EDC related to the 2021A Certificates of Obligation Program as presented; and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution and (2) Agreement

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH THE CITY OF ELGIN ECONOMIC
DEVELOPMENT CORPORATION RELATING TO CITY OF
ELGIN, TEXAS COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2021A; AND
MAKING CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the City of Elgin has stated its intention to issue Certificates of Obligation (CO), Series 2021A in an amount not to exceed \$12,500,000 to fund a wide range of capital improvement projects including, but not limited to, constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections and related costs including water, wastewater and drainage improvements, utility relocation, signage, landscaping, irrigation and purchasing any necessary rights-of-way including the completion of the Roy Rivers Road and public roads connected thereto; and,

WHEREAS, the City of Elgin Economic Development Corporation (EDC) has determined that the portion of the 2021A CO Projects which includes the completion of the Roy Rivers Road and public roads connected thereto and related utilities include expenditures required or suitable for infrastructure and are necessary to promote or develop new or expanded business enterprises in the Elgin Business Park including streets and roads, related utilities, and related improvements; and,

WHEREAS, the EDC Board of Directors has agreed to provide funds annually to the City in an amount sufficient to pay a portion of the debt service requirements on the 2021A COs issued in part to finance the EDC Projects.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

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

Section 2. Authorization. The Mayor is hereby authorized to execute the *Agreement Relating to City of Elgin, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021A* with the City of Elgin Economic Development Corporation, a copy of which being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

**AGREEMENT
RELATING TO
CITY OF ELGIN, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2021A**

THIS AGREEMENT RELATING TO CITY OF ELGIN, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A (this "**Agreement**"), is executed by and between the **CITY OF ELGIN, TEXAS** (the "**City**") and the **ELGIN ECONOMIC DEVELOPMENT CORPORATION ("EEDC")**:

RECITALS

WHEREAS, the City, located in Bastrop and Travis Counties, Texas, is a political subdivision of the State of Texas operating as a Home Rule municipality pursuant to the Constitution and laws of the State of Texas and its home rule charter; and

WHEREAS, the City has published a notice of intention to issue the above-referenced certificates of obligation in an amount not to exceed \$12,500,000 (the "**2021A Certificates**") for the purpose of providing funds for paying all or a portion of the City's contractual obligations incurred or to be incurred in connection with (i) constructing, improving and equipping City parks; (ii) constructing, improving, extending, expanding, upgrading and/or developing streets, roads, bridges, sidewalks, intersections and related costs including water, wastewater and drainage improvements, utility relocation, signage, landscaping, irrigation and purchasing any necessary rights-of-way including the County Line Road widening project, completion of the Roy Rivers Road and public roads connected thereto and constructing and renovating downtown sidewalks; (iii) constructing, improving and equipping a new police station including the purchase of any necessary land and utilities or renovating, expanding, improving and equipping the existing police station; and (iv) paying professional services including legal, fiscal, architectural, engineering fees and such other costs incurred in connection therewith including the costs of issuing the 2021A Certificates (collectively, the "**2021A CO Projects**"); and

WHEREAS, the City intends to finance the 2021A CO Projects with proceeds received from the sale of the 2021A Certificates issued by the City pursuant to the provisions of the *Certificate of Obligation Act of 1971* (i.e., Subchapter C of Chapter 271, Texas Local Government Code), which will be secured primarily with ad valorem taxes levied annually, within the limits prescribed by law, by the City Council of the City on all taxable property in the City; and

WHEREAS, pursuant to the provisions of the *Development Corporation Act of 1979*, as amended (which was originally enacted as Article 5190.6, V.A.T.C.S., and was subsequently codified and now appears in Chapters 501 - 505 of the Texas Local Government Code - collectively, the "**Act**"), the City created the EEDC in April, 1990, as a "Type A" corporation but in May, 1997, amended its Articles of Incorporation to convert to a "Type B" corporation pursuant to the provisions of the Act; and

WHEREAS, at an election held within the City on January 21, 1995 (the "**Election**"), a majority of the citizens of the City voting at said election authorized "[t]he adoption of a sales and use tax at the rate of one-half of one percent," for the uses as authorized by the Act for Type B corporations (the "**EEDC Sales Tax**"); and

WHEREAS, the City Council of the City has imposed the EEDC Sales Tax for the benefit of EEDC; and

WHEREAS, in accordance with the provisions of the Act, the City is required to deliver to the EEDC the proceeds of the EEDC Sales Tax (the "**EEDC Sales Tax Revenues**"); and

WHEREAS, Section 501.103 of the Act provides that "'project' includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements" and Section 505.155 of the Act provides that " 'project' " includes land, buildings, facilities and improvements found by the board of directors to promote or develop new or expanded business enterprises that create or retain primary jobs including (1) a project to provide ... streets, roads, drainage and related improvements and (2) any other project that the board of directors in the board's discretion determines promotes or develops new or expanded business enterprises that create or retain primary jobs"; and

WHEREAS, the Board of Directors of the EEDC hereby finds and determines that the portion of the 2021A CO Projects which includes the completion of the Roy Rivers Road and public roads connected thereto and related utilities include expenditures required or suitable for infrastructure and are necessary to promote or develop new or expanded business enterprises in the Elgin Business Park including streets and roads, related utilities and related improvements (such portions referred to herein as the "**EEDC Projects**"); and

WHEREAS, the City and the EEDC expressly acknowledges and recognizes that any EEDC Sales Tax Revenues may only be utilized to pay such portions of the 2021A CO Projects that constitute EEDC Projects, or which constitute the "costs" or "project" within the meaning of the Act, subject to the limitations contained in the Act and the Election; and

WHEREAS, the EEDC Projects will promote and develop new or expanded business enterprises that retain or create primary jobs in the Elgin Business Park including for (a) Carr Lane, specializing in the manufacturing of tooling components (65 new jobs), (b) Yerico, specializing in semiconductors and house machining of semiconductor equipment (minimum 20 new jobs) and (c) Sykes Industries, specializing in plastics molding (25 new jobs); and

WHEREAS, the Board of Directors of the EEDC has determined to undertake providing annually to the City an amount to pay a portion of the debt service requirements on the 2021A Certificates issued in part to finance the EEDC Projects and any bonds issued in the future to refund such 2021A Certificates (collectively, the "**City Debt Obligations**"), pursuant to the terms as set forth this Agreement, in accordance with the authority granted under the Act; and

WHEREAS, Section 505.302 of the Development Corporation Act authorizes the EEDC to use proceeds of the EEDC Sales Tax Revenues to pay the principal of, interest on, bonds and other obligations issued by EEDC pursuant to the Act; and

WHEREAS, any debt obligations currently outstanding and that may be hereafter issued by the EEDC that are primarily secured by EEDC Sales Tax Revenues are referred to collectively herein as the "**EEDC Sales Tax Revenue Obligations**"; and

WHEREAS, all EEDC Sales Tax Revenues which are not needed or used to pay debt service on EEDC Sales Tax Revenue Obligations outstanding from time to time are referred to herein as the "**Net Available EEDC Sales Tax Revenues**"; and

WHEREAS, the Board of Directors of the EEDC deems it an appropriate use of the Net Available EEDC Sales Tax Revenues to assist the City with financing the EEDC Projects by providing to the City, pursuant to the terms of this Agreement (but only after satisfying its financial obligations to pay debt service on any EEDC Sales Tax Revenue Obligations issued by EEDC on a first lien basis), an amount equal to the portion of the annual principal and interest requirements of the City Debt Obligations related to the EEDC Projects as shown in Exhibit "A" attached hereto as such exhibit may be amended from time to time (said payment obligation hereinafter referred to as the "**EEDC Payment Obligation**") through the final maturity of the City Debt Obligations issued to finance or refinance the EEDC Projects, all as more fully set forth in Section 2 of this Agreement; and

WHEREAS, this Agreement shall constitute an interlocal cooperative agreement as authorized pursuant to the provisions of Chapter 791, as amended, Texas Government Code; and

WHEREAS, the adoption of this Agreement is hereby found and determined to be in the best interest of the citizens of the City and the EEDC;

NOW THEREFORE, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the City and EEDC contract and agree as follows:

SECTION 1. DEFINITIONS AND INCORPORATION OF RECITALS. The terms and expressions used in this Agreement, unless the context shows clearly otherwise, shall have the meanings set forth herein, including terms defined in the Recitals hereto, which Recitals are incorporated in and made a part hereof for all purposes.

SECTION 2. TRANSFER OF PORTION OF NET AVAILABLE EEDC SALES TAX REVENUES TO CITY. The EEDC agrees that, as long as any City Debt Obligations related to the EEDC Projects remain outstanding (but subject to Section 6 hereof), it shall transfer to the City, from Net Available EEDC Sales Tax Revenues, an amount equal to the EEDC Payment Obligation as shown on Exhibit "A" on or before June 15th of each year, following the delivery of the City Debt Obligations to the initial purchaser thereof; provided, however, that in any fiscal year EEDC may elect to fund the EEDC Payment Obligation on an accelerated basis, for use by the City solely to pay the portion of the debt service on the City Debt Obligations used to finance the EEDC Projects.

SECTION 3. ANNUAL EEDC BUDGET TO INCLUDE AMOUNT SUFFICIENT TO PAY FUNDS TO CITY. In order to provide assurance to the City that the EEDC will have Net Available EEDC Sales Tax Revenues available in an amount sufficient to satisfy its Payment Obligation under Section 2 of this Agreement, EEDC hereby expressly stipulates and agrees, while any of the City Debt Obligations related to the EEDC Projects are outstanding (but subject to Section 6 hereof), that it will include in each annual budget (commencing with fiscal year [2022]), *after providing, first, for the payment of debt service on all outstanding EEDC Sales Tax Revenue Obligations during the fiscal year covered by such budget*, an amount equal to the EEDC Payment Obligation to the City in accordance with this Agreement. The City hereby agrees to provide EEDC, by no later than June 1st of each year, with the estimate of the amount to be budgeted by EEDC pursuant to this Section 3.

SECTION 4. CONSTRUCTION OF PROJECT BY CITY. The City hereby agrees that the net proceeds of the City Debt Obligations shall be used, in part, to pay those portions of costs to construct the EEDC Projects which are authorized by the Act, including, without limitation, all legal, fiscal, engineering and other professional fees related thereto. The City further agrees that upon receipt of the net proceeds of the City Debt Obligations it will proceed with due diligence to cause the EEDC Projects to be constructed.

SECTION 5. OWNERSHIP AND OPERATION OF THE PROJECT. Upon construction and acceptance by the City, the City shall own and maintain the EEDC Projects and shall be solely responsible for the construction and maintenance thereof, and EEDC shall have no liability with respect to the construction or maintenance of the EEDC Projects.

SECTION 6. TERM OF AGREEMENT. The term of this Agreement shall become effective on the date executed herein and shall terminate on the date on which all City Debt Obligations are no longer outstanding.

SECTION 7. COUNTERPARTS. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

SECTION 8. SEVERABILITY. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the EEDC, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed and effective as of this the ____ day of _____, 2021.

CITY OF ELGIN, TEXAS

By: _____
Ron M. Ramirez, Mayor

Attest:

Jennifer Stubbs, City Secretary

**ELGIN ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
President, Board of Directors

Attest:

Secretary, Board of Directors



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS PDD PLANNED DEVELOPMENT DISTRICT THE PROPERTY BEING 68.992 ACRES OF LAND, OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS CO., TX SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending the official zoning map of the City of Elgin, TX adopted in Ch. 46, Sec. 46-3, revised Code of Ordinances, City of Elgin, TX, 2013 and making this amendment a part of said official zoning map (Stone Creek Ranch Rezoning from R-3 to PDD).

BACKGROUND: See attached staff report.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: The Planning & Zoning Commission provided input of this item at their July 26, 2021, meeting. This has been included in the attached staff report.

ATTACHMENTS: Staff Report, Application w/ Owners Authorization, PDD Ordinance with Text and Maps, Staff added Comprehensive Plan Exhibits, Staff added Zoning Map, Staff Compliance Letter.

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

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

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

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



Development Service Department

STAFF REPORT

Rezoning from R-3 to PDD

Stone Creek Ranch

Date: November 1, 2021

Applicant: Dakota Courville c/o ITEX Acquisitions, LLC.

Representative: SAME

Hearing Dates: City Council – November 16, 2021

Location: Travis Co. Appraisal District Parcel 839520

APPLICATION SUMMARY

Consideration of a rezoning of 68.992 acres of land located along the north side of Klaus Ln. and adjacent to Westwind Subdivision (a change to the official zoning map). The proposal is to change the zoning from R-1 Single Family Residential District to PDD Planned Development District to develop 404 dwelling units in a mixture of one (1) to three (3) dwelling units in one (1) story buildings along with parks, open space, and amenities center.

DEPARTMENT COMMENTS

Since the parcel is being rezoned to a PDD it has separate development standards, these have been included in attachment 1. Except for certain deviations, any changes not listed in this exhibit will defer to the R-3 zoning standard. The deviations to City Code include the following relevant standards:

1. Definition of duplexes and triplexes as single-family homes for purposes of the zoning code, it assists in applying the vegetation code.
2. Total building coverage shall be a maximum of 55%, current R-3 zoning allows a maximum of 45%.
3. Parking spaces to be reduced from 9' x 20' to 9' x 18' and establishing parallel spaces minimums of 8' x 20'.
4. Maximum impervious coverage of 60% (for entire lot) where R-3 only limits buildings to this standard.
5. Open space to be a minimum of 30% of gross land area versus current zoning which has no requirements.
6. Street yard is referenced to be frontage along FM 1100 versus in between the street and front elevation of the building. The site has no streets and only internal private drives, similar to an apartment complex, making the street yard definition not applicable.
7. Perimeter parking lot screening within 25 feet of public roadway versus street

view on site. The unique layout which is like an apartment complex makes this code standard difficult to enforce.

8. Irrigation standards are mentioned to clarify how the site will be irrigated, since they are limiting areas to certain standards this limits how they are going to landscape a lot.
9. Allow the movement of minimum street yard residential landscaping from where the street yard would be if the development had streets versus internal drives to the front of the development along FM 1100.
10. Sets standards for minimum driveway width of 16' where we don't require a driveway minimum width at this time.
11. Sets standards regarding entry lanes, exit lanes, and median for fire code purposes. with the idea that a fire truck can exit using the entry at the development entrance.
12. Deviations to following setbacks:
 - a. Decrease front setback from 35 feet to 15 feet.
 - b. Decrease garage setback from 25 feet to 20 feet.
 - c. Decrease in side setback from 7.5 feet to 5 feet for two (2) story buildings.
 - d. Lot size decreases from 6,000 to 5,500 sq. ft for non-alley lots and 4,950 sq. ft for alley lots which will increase number of lots.
 - e. Decrease in lot size width from 50 feet to 40 feet, which will increase the number of lots.

A site plan has been provided in Exhibit D which shows the buildings on the site, currently a small creek exists on the site which is not in a floodplain. The subdivision code requires a setback depending on how much the creek drains in acreage. The applicant proposes some minor encroachments of buildings into this required buffer. Minimum building setbacks from the property lines will be 25' in front, 10' side, 10' side setback to fire lane, and 15' rear. Also, since the site will develop as one lot there are minimum building separations of 50' in front, 10' side, 30' rear, and 20' for rear and side separations. Sidewalks shall be a minimum of 5' on one side of the driveway.

Approximately 2.73 acres of parkland will be dedicated to the City to satisfy parkland requirements and an additional 12.7 acres of private open space with park amenities, 8-foot-wide trails, and 6 parking spaces accessible to the public to be maintained by the property management company. These parking spaces will be located on a future driveway that will be provided between the developer and the First Baptist Church to connect the High School. The amenities center and pool area shown in the PDD will not be accessible to the public. The site will connect to High School via park space and open space on the property.

Signage will consist of 2 main entry signs, one on each side of the creek consisting of a maximum 6-foot height, 60 square feet in sign area, and halo illumination. There will be directional signage throughout site with 14 sq. ft. of sign face and halo illumination. Exhibit H better reflects these standards.

A traffic impact analysis (TIA) will not be required per the PDD but instead the developer will contribute \$200 per linear foot of roadway along FM 1100 (\$488,000) and will be providing an additional 15 feet of right-of-way dedication to the City for the future widening of FM 1100.

Parking requirements are also listed in Exhibit F meet current Code standards regarding minimum parking stalls. New standards are established for residential guest parking at 1 space per 5 units, leasing center at 1 space per 300 sq. ft. gross building area, and amenities center at 1 space per 400 sq. ft. of gross building area and 1 space per 350 sq. ft. of wet pool area.

PLANNING AND ZONING COMMISSION INPUT

The Commission offered their input to the development plan in a workshop format at their July 26, 2021, meeting. Staff and Commission discussion involved why a non PDD zoning couldn't be used as to which Staff indicated the site has a combination of buildings for one (1) to three (3) units. Staff indicated the entire site is to be private driveways with no public roadways. Staff also indicated the Parks and Recreation Advisory Board wanted more landscaping, and recommended interconnectivity to the Elgin High School. Also brought up in conversation included potential management association of common areas, guest parking, dwelling unit parking, acceleration/deceleration lanes on FM 1100, traffic impact analysis, traffic inside development, utilities, drainage, widening of County Line Road, reconfiguration of intersection of County Line Road and FM 1100, neighboring zoning, code enforcement, affordable housing, potential driveway to high school from FM 1100 and the development connection to this driveway, and public use of private parkland.

STAFF ANALYSIS

In review of the Elgin Comprehensive Plan the parcel is located within the Traditional Neighborhood Residential Land Use category. This category's primary land usage is single family homes with attached residential and small apartment buildings (see attachment 3) according to the provided map and associated land use language. The future PDD zoning will allow for buildings of 1 to 3 dwelling units which meet the primary and secondary land uses.

When seeking a rezoning, the Council should consider the uses that could occur on the land by rezoning to another zoning category. There are several uses non-residential in nature that are subtracted and multifamily (triplex only) is an added use. Single family homes and their associated accessory buildings and uses stay a permitted use in either zoning category.

See next page.

R-3 District (existing)	PDD (proposed)
Churches, but not including revival tents or arbors.	
Public school offering general educational courses the same as ordinarily given in public schools and having no rooms regularly used for housing and sleeping.	
Public park and playground.	
Library.	
Growing of farm products.	
Municipal use	
Telephone exchanges.	
Garage Apartments.	
Zero Lot Line two-family dwellings	
Detached single-family dwelling.	Detached single-family dwelling.
Duplex	Duplex
	Multi-family (triplex only)
Home occupations.	Home occupations.
Transportation and utility easements, alleys and rights-of-way	Transportation and utility easements, alleys and rights-of-way
Accessory building which is not a part of a main building, including one private garage, or accessory building which is a part of a main building, including one private garage.	Accessory building which is not a part of a main building, including one private garage, or accessory building which is a part of a main building, including one private garage.
Accessory uses, which shall include the following where the primary use is residential: Customary home occupations, if done inside of building, such as dressmaking, babysitting, seamstress, tailoring, millinery, tutoring, when engaged in by members of the resident family and employing not more than one person, not a member of the resident family, but not including beauty culture, barbering or appliance repairing.	Accessory uses, which shall include the following where the primary use is residential: Customary home occupations, if done inside of building, such as dressmaking, babysitting, seamstress, tailoring, millinery, tutoring, when engaged in by members of the resident family and employing not more than one person, not a member of the resident family, but not including beauty culture, barbering or appliance repairing.

See next page.

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

	R-3 (exist. zoning)	PDD (proposed zoning)*
Height	2.5 stories or 35 feet	2.5 stories or 35 feet
Front Setback	25 feet; garage at 25 feet	25 feet & garage at 25 feet
Side Setback	5 feet for 1 story; 7.5 feet for more than 1 story	10 feet
Rear Setback	10 feet	15 feet
Lot Width	60 feet	60 feet
Lot Area	6,000 sq. ft.	6,000 sq. ft.
Impervious Cover on Lot	45% interior; 50% corner	60%

Based on the information within the packet, staff has no issues or concerns regarding the proposal. The zoning request is adjacent to other PDD's in the area (Peppergrass, Westwind, Creeks Crossing) (see attachment 4). Although the development pattern will consist of 1-3 dwelling units in a building which is somewhat different (duplex and triplex) than the other residential development patterns (detached single family homes) in the area, this site is separated by FM 1100 and farmland to the south, religious use (new First Baptist Church site) to the east, farmland to the west, and the High School to the north. These uses act as buffers and separate it from the regular single-family development pattern (see attachment 4). As areas develop to the south and west this future development can provide additional buffering, if needed. The setbacks and heights are like other developments in the area as well which offset the unique development pattern of the project.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application w/Owners Authorization
2. PDD Ordinance with Text and Map.
3. Staff Added Comprehensive Plan Exhibits.
4. Staff Added Zoning Map.
5. Staff Compliance Letter.

Attachment 1
Application w/ Owners Authorization

PDD REZONING APPLICATIONDate: 04 Jun 21New ☒ Modification ☐

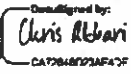
Modification of _____

SITE INFORMATION

Project Address: _____

Parcel Identification Number (If no address): Travis Co. Parcel 839520**APPLICANT**Name: ITEX Acquisitions, LLCPostal Address: 9 Greenway Plaza, Suite 1250
Houston, Texas 77046E-Mail Address: dakota.courville@itexgrp.com; Phone Number: 409.853.3575

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

 Digitally signed by Christopher A. Akbari CA70B48D2AFA7F	<u>Christopher A. Akbari</u>	<u>6/4/2021</u>
Signature	Printed Name	Date

Project Description:

The site will be developed as a single family rental community. The project will consist of one to four bedroom units, in one to three unit buildings. The project includes a trail system along an interior greenbelt, along with an amenity center and private parks and open spaces.



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



(512) 281-0119



www.elgintx.com

June 3, 2021

The City of Elgin
Attn: David Harrell
310 North Main Street
Elgin, TX 78621

RE: Stone Creek Ranch - Agent Authorization for PDD submittal

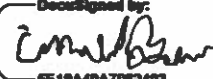
Dear Mr. Harrell:

Travis Parker Associates, Ltd. (the "Owner") is the current owner of Travis County Parcel 839520 with 68.992 acres called Stone Creek Ranch (the "Development"). There is currently a purchase and sale agreement between the Owner and ITEX Acquisitions, LLC and its assigns for the Development. As Owner, we provide authorization to ITEX Acquisitions, LLC to sign as agent for the Development's PDD application submission to the City of Elgin.

If for some reason, ITEX Acquisitions, LLC decides not to purchase Stone Creek Ranch the City of Elgin will be notified by ITEX Acquisitions, LLC, which will release Travis Parker Associates, LTD (Mr. Michael Bowen, Sr.) from the approved submission of ITEX Acquisitions, LLC / PDD - Stone Creek Ranch. The original site plan of "Travis Parker Associates, LTD" currently on file with the City of Elgin will remain in effect and ITEX Acquisitions, LLC / PDD - Stone Creek Ranch is "Voided" back to the original site plan on file with the City of Elgin.

If you have any questions please feel free to email me at michael@thunderhoseddevelopment.com or call me at 970-390-3062.

Sincerely,

DocuSigned by:

SE19A48A78C2483...

Michael Bowen, Sr., Manager

cc: ITEX Acquisitions, LLC – via email: apps@itexgrp.com

Attachment 2

PDD Ordinance with Text and Maps

ORDINANCE NO. 2021-11-16-??

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ELGIN, TEXAS ADOPTED IN CHAPTER 46, SECTION 46-3, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, 2013 AND MAKING THIS AMENDMENT A PART OF SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE AS PDD PLANNED DEVELOPMENT DISTRICT THE PROPERTY BEING 68.992 ACRES OF LAND, OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS CO., TX, SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A"; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

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

WHEREAS, the Planning and Zoning Commission held a workshop concerning the requested change on July 26, 2021, and

WHEREAS, the Planning and Zoning Commission has offered their input on the proposed change to the Official Zoning Map, and

WHEREAS, on November 16, 2021, after proper notification, the City Council held a public hearing on the requested zoning, and

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

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

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

I.

The Official Zoning Map adopted in Chapter 46, Section 46-3, City of Elgin, Texas is hereby amended so that the zoning classification of the property described in Exhibit "A" is classified as PDD Planned Development District.

II.

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

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

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

READ, PASSED, and ADOPTED on first reading this the 16th day of November 2021.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

AGREEMENT AND DEVELOPMENT PLAN

STONE CREEK RANCH

PLANNED DEVELOPMENT DISTRICT (PDD)

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS AGREEMENT AND DEVELOPMENT PLAN (this “Agreement”) is made and entered by and between the CITY OF ELGIN, TEXAS, a Texas municipal corporation, (hereinafter referred to as the "City"), and ITEX Acquisitions, LLC, its successors and assigns, (hereinafter referred to as the "Owner"); provided, however, upon sale, transfer or conveyance of portions of the hereinafter described property, the duties and obligations of the Owner, as it relates to the respective property, shall be assumed by the new owner, and the Owner shall have no further liability relating to their respective property.

WHEREAS, the Owner is the owner of certain real property consisting of 68.992 acres, as more particularly described in **Exhibit "A"**, (herein after referred to as the “Property”) attached hereto and made a part hereof.

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Development District (the "PDD"), and those portions of the Property currently lie within City Limits.

WHEREAS, pursuant to Chapter 46, Article IV, Division 10, Code of Ordinances, City of Elgin, Texas, the Owner has submitted a Development Plan setting forth the development conditions and requirements within the PDD, which Development Plan is contained in Section II of this Agreement; and

WHEREAS, the City has held public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on July 26, 2021, the City's Planning and Zoning Commission recommended approval of the Owner's application for a PDD; and

WHEREAS, the City Council has reviewed the proposed Development Plan and determined that it promotes the health, safety, and general welfare of the citizens of Elgin and that it complies with the intent of the Planned Development District Ordinance of the City;

NOW THEREFORE BY THIS AGREEMENT WITNESSETH that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT PLAN

All uses and development within the Property shall conform to the Development Plan included in Section II herein the "Plan."

2. ANNEXATION

The property was previously annexed into the City of Elgin.

3. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Development Plan unless all provisions pertaining to changes or modifications as stated herein are followed.

4. ZONING VIOLATION

The Owner, his successors and assigns understand that any person, firm, corporation or other entity violating any conditions or terms of the Development Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in the Code of Ordinances, City of Elgin, Texas, as amended. This Plan will be filed in the Official Records of Travis County, thereby placing future purchasers of the property on notice of all of the terms and conditions of this Plan.

5. MISCELLANEOUS PROVISIONS

5.1 Assignment.

Neither party may assign its rights and obligations under this Agreement without having first obtained the prior written consent of the other which consent shall not be unreasonably withheld. This section shall not prevent the Owner from selling the Property or portions of the Property, together with all development rights and obligations contained in this Development Plan, and no consent shall be required in connection with any sale provided the purchaser assumes Owner's obligations in writing as to such portions of the Property.

5.2 Necessary Documents and Actions.

Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

5.3 Severability.

In case one or more provisions contained herein are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions hereof and in such event, this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.4 Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written understandings or representations of the parties respecting the subject matter hereof.

5.5 Applicable Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

5.6 Venue.

All obligations of the parties created hereunder are performable in Travis County, Texas and venue for any action arising hereunder shall be in Travis County.

5.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns), any rights, benefits or remedies under or by reason of this Agreement.

5.8 Duplicate Originals.

This Agreement may be executed in duplicate original, each of equal dignity.

5.9 Notices.

Until changed by written notice thereof any notice required under this Agreement may be given to the respective parties, by certified mail, postage prepaid or by hand delivery to the address of the other party shown below:

OWNER

ITEX Acquisitions, LLC
9 Greenway Plaza, Suite 1250
Houston, Texas 77046
Attn: Bobken Simonians

CITY OF ELGIN, TEXAS

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

5.10 Effective Date.

This Agreement shall be effective from and after the date of due execution hereof by all parties.

5.11 Appeal of Administrative Decisions.

Administrative decisions provided for in this Agreement may be appealed to the City Council in writing within 30 days following receipt by the Owner of the written confirmation of the decision.

5.12 Binding Effect.

This Agreement and the Development Plan binds and benefits the Owner and its successors and assigns.

5.13 Sunset Provision

In the event that this Planned Development Plan is not recorded within three (3) years from the date the Planned Development Plan is approved by the City Council, then the Planned Development Plan shall be automatically voided and the zoning shall revert to R-3 (the zoning ordinances in effect at the time of approval of this PDD).

II

DEVELOPMENT PLAN (“Plan”)

1. **DEFINITIONS**

Words and terms used herein shall have their usual force and meaning, or as defined in the Code of Ordinances, as amended, City of Elgin, Texas, hereinafter referred to as "the Code"

2. **PROPERTY**

This Development Plan (hereinafter referred to as “Plan”) covers approximately 68.992 acres of land, all of which is located within the city limits of Elgin, Texas, and more particularly described by metes and bounds in **Exhibit "A"** and reflected in **Exhibit “B”** and **Exhibit “C”** attached hereto.

3. **PURPOSE**

The purpose of this Plan is to insure a PDD that 1) is equal to or superior to development that would occur under the standard ordinance requirements, 2) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 3) is adequately provisioned by essential public facilities and services, and 4) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

4. **APPLICABILITY OF CITY ORDINANCES**

4.1. **Zoning and Subdivision Ordinances**

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by applicable sections of the Code. This PDD serves to augment and/or modify the standards for development not otherwise achieved solely by the underlying base zoning district. Refer to **Exhibit “E”**, Variances to City Code, for additional design standards set forth in the PDD document. If there is a conflict between this Agreement and Plan and the Code, this Agreement and Plan shall supersede the specific conflicting provisions of the Code. If there is a conflict between this Agreement and **Exhibit “E”**, this Agreement shall supersede the specific conflicting provision of **Exhibit “E”**.

4.2. **Other Ordinances**

All other Ordinances within the Code shall apply to the Property, except as clearly modified by this Plan.

5. **PERMITTED USES**

The Property shall be used and developed as shown in **Exhibit “D”** attached hereto and incorporated herein. **Exhibit “D”** depicts the Development Plan for the property. Permitted uses include one-, two- and three-unit residential buildings, amenity center building, leasing office, private open space, and park improvements.

6. **UNDERGROUND UTILITY SERVICE**

All utility lines must be underground to connection points provided by the utility service

provider. All transformers must be visually screened.

7. **DRIVEWAY ACCESS TO FM 1100**

Primary and secondary private access drives will be provided from FM 1100 as shown in **Exhibit “D”**. There will be no public streets within the development. All driveways with direct access to FM 1100 shall be approved by TxDOT as required by State law.

8. **PARKLAND DEDICATION**

The parkland dedication requirements for the Property shall be met in full by providing the following:

8.1. **Parkland Fee in Lieu of Required**

The Project will provide approximately 2.73 acres of public park land (4 percent of the Project) and provide 12.7 acres of private open space (18 percent of the Project) as shown on **Exhibit “D”**, for a total of 22 percent of the project. No additional fee is required for parkland. The City is responsible for all public park improvements and maintenance, with the exception the Owner will provide for water and sanitary sewer service to the public park land and a parking lot consisting of six spaces inclusive of one accessible space. Access to the public park will be provided via the Elgin Independent School District (ISD) driveway immediately adjoining the Property.

Ownership and maintenance of the private open space shall be the responsibility of the property management company on behalf of the owner. The property management company will have the right to impose restrictions and enforce proper use of the private open space, including the right to add security measures (fences, cameras or related), if necessary to prevent the misuse, abuse, vandalism, or any other nuisance activities on the open space lands. The public park land will be dedicated to the City on the Short Form plat. Any permanent barrier that would impede the public from utilizing the private open space shall provide for access points for the general public to the linear trails. The Owner and/or property management company must notify the City in writing any time the linear trail system is temporarily limited from public use and provide in writing the conditions warranting such limitation. The Owner will request a meeting in a timely fashion, if necessary, to review the circumstances warranting the limitation.

Improvements to the public park shall be at the discretion of the City.

The private parks/open space consists of:

- 8.1.1. Greenbelt, eight-foot trail, and trail elements as depicted on **Exhibit “D”**
- 8.1.2. Provide a minimum of 10 assorted trail elements in any combination (no more than 3 of a single item will count towards the 10 elements) which will be selected from the following:
 - 8.1.2.1. Bench
 - 8.1.2.2. Bird feeder/house
 - 8.1.2.3. Fitness station
 - 8.1.2.4. Interpretive signage
 - 8.1.2.5. Pet waste station
 - 8.1.2.6. Picnic table

8.1.2.7. Trash can

8.1.3. On site improvements located in private parks/open spaces as shown in **Exhibit “D”** including:

8.1.3.1. Amenity center

8.1.3.2. Pool

8.1.3.3. Dog park

8.1.3.4. Provide a minimum of 12 private park/open space elements in any combination (no more than 3 of a single item will count towards the 12 elements) which will be selected from the following:

8.1.3.4.1. BBQ grill

8.1.3.4.2. Bird feeder/house

8.1.3.4.3. Children tot lot

8.1.3.4.4. Fire pit

8.1.3.4.5. Interpretive signage

8.1.3.4.6. Open field

8.1.3.4.7. Pet waste station

8.1.3.4.8. Picnic pavilion

8.1.3.4.9. Picnic table

8.1.3.4.10. Playground

8.1.3.4.11. Splash pad

8.1.3.4.12. Sports court

8.1.3.4.13. Turf play field

8.2. **Trail and Drainage System**

As depicted in **Exhibit “D”**, an eight-foot wide hard surface trail will be constructed along the greenbelt. The hard surface trail can consist of wood decking, pavers, crushed granite, asphalt or concrete. The creek crossing for the trail will be a low-water design. The final greenbelt trail alignment will be determined in the field to mitigate impact on the existing trees. The Owner reserves the right to restrict or limit access to the trail for security and safety reasons.

8.3. **Parkland and Pocket Parks**

In addition to the greenbelt along the creek, additional private parks/open space will be provided as shown in **Exhibit “D”**.

8.4. **Amenity Center**

An amenity center will be provided as reflected in **Exhibit “D”** which includes a community pool. The amenity center will be a private development feature not open to the general public.

9. **SIGNS**

9.1. Main entry signs are located on FM 1100 as reflected in **Exhibit “H”**. There will be up to two main entry signs for the project; one on each side of the creek. There will be up to two project identification signs for the project; one on each side of the creek.

9.2. The primary property identification sign shall be generally located as reflected in **Exhibit “H”**, in the southwest and southeast corners of the Property..

- 9.3. Entry sign locations are as reflected in **Exhibit “H”**.
- 9.4. Interior directional signage is considered an Exempt sign as noted in Chapter 32.-103 of the Code of Ordinances.
- 9.5. Sign height, area, illumination and type are defined in **Exhibit “H”**.

10. WATER AND WASTEWATER

- 10.1. Potable water will be provided by Aqua Water Supply Corporation and wastewater will be provided by City of Elgin to the Property Line.
- 10.2. An offsite extension of the sanitary sewer and water lines is necessary to provide service to the site. The City shall be the wholesale wastewater service provider to the development. As wholesale service provider, the City shall operate, maintain, and repair all components of the WWTP and wastewater system located outside the boundaries of the development. The rates charged by the City for wholesale wastewater service to the development shall be the same as the rates charged by the City to other wholesale customers. The City agrees to enter into a wholesale wastewater service agreement with the development with the following terms:
 - 10.2.1. The City will provide or contract for the provision of wholesale wastewater utility services to the development sufficient to serve the land uses shown on the Development Plan. The rates charged by the City shall be the same as those charged by the City to other wholesale customers, and such rates may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, this Agreement does not prevent the development or its customers from appealing the wastewater rates pursuant to 13.043, Texas Water Code.
 - 10.2.2. The City will receive, treat, and dispose of, or shall contract for the treatment and disposal of, all sewage generated by residents within the development. The City will maintain an adequate wastewater treatment capacity at all times to serve the residents within the development at the same level these services are provided within the City. The City may limit service to the development in the same manner and to the same extent that service is limited inside the City limits.
 - 10.2.3. If necessary, development will provide easements within the area of the development for all development master meters in accordance with applicable City ordinance requirements. Master meters shall be installed to measure development flows. In the event wastewater mains enter the development from other City service areas, master meters will be installed at both ends of the system serving the development so that the differential flows will be measured to determine flows from development customers. Developer and/or development shall not be required to provide easements outside the area of the development unless required to get service to the site.
 - 10.2.4. The agreement may include other standard terms contained in City wholesale wastewater service agreements that are not in conflict with the terms set forth above.
- 10.3. A lift station will be required for sewer service for this site. The lift station shall be private and privately maintained.

11. WATER QUALITY, DETENTION, AND IMPERVIOUS COVER

- 11.1. Detention will be provided as reflected in **Exhibits “G1”, “G2” and “G3”** based on a coefficient of runoff of 0.45 for a residential density of 6-12 units/per acre.
- 11.2. Permanent water quality will not be included for this residential project.

12. DESIGN OF INGRESS OR EGRESS FOR DRIVEWAYS

- 12.1. This project will not provide mutual access agreements on parking lots, driveways and adjoining properties as encouraged on Section 36-514.8 of the Code of Ordinances. This project will, however, work with Elgin ISD and First Baptist Church on a common access drive immediately adjacent to the property on land currently owned by First Baptist Church.
- 12.2. The property will provide a single private access connection to the common access drive.
- 12.3. The private access will serve as the second point of access to the project from FM 1100.

13. STREETS, BLOCKS, LOTS, SIDEWALKS, BUILDING LINES, AND SETBACKS, DRAINAGE AND STORM SEWERS AND OTHER MATTERS

- 13.1. Internal circulation is provided as reflected in **Exhibit “E”**.
- 13.2. Parking requirements are provided in **Exhibit “F”**.
- 13.3. Building setbacks means a line beyond which a building must be set back from the property line as defined below. Separation between buildings is also defined below in 13.4.
 - 13.3.1. Front yard – 25-foot minimum
 - 13.3.2. Side yard – 10-foot minimum
 - 13.3.3. Side setback adjacent to fire lane or drive – 10-foot minimum
 - 13.3.4. Rear yard – 15-foot minimum
- 13.4. Residential building separation minimum distance
 - 13.4.1. Front separation – 50 feet
 - 13.4.2. Side separation – 10 feet
 - 13.4.3. Rear separation – 30 feet
 - 13.4.4. Rear to side separation – 20 feet
- 13.5. Building setback along a fire lane or private drive
 - 13.5.1. Garage – 22 feet minimum from back of curb or sidewalk
 - 13.5.2. Main body of the house/building
 - 13.5.2.1. 15 feet minimum to front from back of curb or sidewalk
 - 13.5.2.2. 10 feet minimum to side from fire lane back of curb
- 13.6. A five-foot sidewalk will be provided on one side of and immediately adjacent to the fire lane.
- 13.7. Screen fence or wall is not required along any perimeter boundary.
- 13.8. Perimeter decorative metal fence is allowed.

13.9. The Short Form plat can provide up to three lots for the development, one of which would include the green belt area, and will include an additional lot which dedicates the public park land. The lot delineation and limits are at the discretion of the Owner, provided the public park land is as depicted on **Exhibit “D”**.

13.10. A voluntary roadway fee contribution of \$200 per front-foot of FM 1100 will be paid when the building permit for the leasing office is issued. The resulting fee is \$488,000. The voluntary fee is designated for County Line Road improvements. There are no County Line Road improvements required.

13.11. Drainage

13.11.1. The Existing Drainage Area Map and Proposed Drainage Area Map are attached as **Exhibit “G1”** and **Exhibit “G2”**, respectively.

13.11.2. For purposes of drainage design, the developed portion of the property will be considered Medium Density. Open space will be considered Public Use Areas.

13.12. Payment In Lieu of Sidewalk Installation

The Project shall not be subject to the Payment In Lieu of Sidewalk Installation for frontage along FM 1100.

13.13. Fire Lane

13.13.1. Front divided entry – entry lane is a minimum 20 feet wide, the exit lane is a minimum 16 feet wide, and the median is a minimum 10 feet wide

13.13.2. Front divided entry is a minimum 45 feet wide and maximum 60 feet wide

13.14. Traffic

The Owner shall not be required to perform a Traffic Impact Analysis for the Project.

13.15. Perimeter Improvements

The Project will dedicate required right-of-way (ROW) of 15 feet to TxDOT for the future widening of FM 1100. If additional ROW dedication is required, the front setback shall be reduced by the additional amount to be dedicated.

14. DENSITY

Maximum density is 6.7 units per gross acre.

15. CHANGES TO AGREEMENT AND DEVELOPMENT PLAN

15.1. Minor Changes

Minor changes to this Agreement or Plan which do not substantially and adversely change this Plan, may be approved administratively. Administrative approval shall require written approval by the City Engineer, the Director of Planning, the Director of Public Works, and the City Attorney.

15.2. Major Changes

All changes not permitted under section 15.1 above, shall be resubmitted following the same procedure required by the original PDD application; provided, however, that nothing herein or otherwise shall require an owner of a portion of the Property (the “Rezoning Owner”) to obtain

the consent or approval of any other owner of a portion of the Property for a change in zoning (including amending this Agreement) as it applies to the land of the Rezoning Owner.

15.3. Deed Restrictions and Creation of a Home Owner's Association

Neither Deed Restrictions nor a Home Owner's Association will be provided with this development. The property management company will address ongoing common area maintenance.

15.4. Failure to Acquire the Tract

Mr. Michael Bowen Sr., with Travis Parker Associates, LTD and owner of Stone Creek Ranch, Elgin, Texas is providing ITEX Acquisitions, LLC with PDD Authorization - Stone Creek Ranch for the sole purpose to complete the feasibility study. If for some reason ITEX Acquisitions, LLC decides not to purchase Stone Creek Ranch, the City of Elgin will be notified by ITEX Acquisitions, LLC, which will release Travis Parker Associates, LTD (Mr. Micheal Bowen, Sr.) from the approved submission of ITEX Acquisitions, LLC / PDD - Stone Creek Ranch. The original site plan of "Travis Parker Associates, LTD" currently on file with the City of Elgin will remain in effect and ITEX Acquisitions, LLC / PDD - Stone Creek Ranch is "Voided" back to the original site plan on file with the City of Elgin.

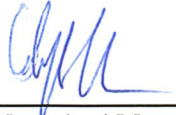
Owner:

ELGIN SCR, LP, a Texas limited partnership

By: Elgin SCR GP, LLC, a Texas limited liability company, the Sole General Partner

By: ITEX ADVISORS, LLC, a Texas limited liability company, its Manager

**By ITEX Group Management, LLC, a Texas limited liability company, its
Manager**

By: 
Christopher A. Akbari, Manager

CITY OF ELGIN

By: _____
RON RAMIREZ, Mayor

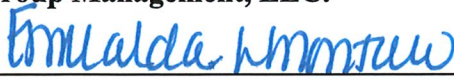
ATTEST:

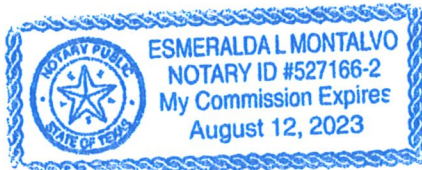
By: _____
JENNIFER STUBBS, CITY SECRETARY

STATE OF TEXAS
Harris COUNTY

Sworn and subscribed before me this the 1st day of November, 2021 by
Christopher A. Akbari, Manager, ITEX Group Management, LLC.

SEAL


Signature of Notary



STATE OF TEXAS

_____ COUNTY

Sworn and subscribed before me this the _____ day of _____, 2021 by Ron Ramirez, Mayor, City of Elgin, Texas.

SEAL

Signature of Notary

STATE OF TEXAS

_____ COUNTY

Sworn and subscribed before me this the _____ day of _____, 2021 by Jennifer Stubbs, City Secretary, City of Elgin, Texas.

SEAL

Signature of Notary

EXHIBITS TABLE OF CONTENTS

- A. METES AND BOUNDS DESCRIPTION OF THE PROPERTY
- B. BOUNDARY MAP
- C. TOPOGRAPHIC MAP
- D. DEVELOPMENT PLAN
- E. VARIANCES TO CITY CODES
- F. PARKING REQUIREMENTS
- G. CIVIL PLANS
 - G1 – EXISTING DRAINAGE AREA MAP
 - G2 – PROPOSED DRAINAGE AREA MAP
 - G3 – UTILITY LAYOUT
- H. SIGNAGE PLAN
- I. TREE PRESERVATION PLAN

EXHIBIT A – METES AND BOUNDS DESCRIPTION OF THE PROPERTY

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

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

May 31, 2019

LEGAL DESCRIPTION: BEING 68.992 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE HENRY MARTIN SURVEY, ABSTRACT 518 IN TRAVIS COUNTY, TEXAS AND BEING THE REMAINDER OF THAT CERTAIN 93.75 ACRE TRACT OF LAND CONVEYED TO NORRIS E. KREIG BY DEED RECORDED IN VOLUME 4211, PAGE 1291 DEED RECORDS, TRAVIS COUNTY, TEXAS; SAID 68.992 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN MAY, 2019:

BEGINNING at a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the southerly line of that certain 92.456 acre tract of land conveyed to the Elgin Independent School District by deed recorded in Volume 9331, Page 902 Real Property Records, Travis County, Texas for the northeast corner hereof and the northwest corner of that certain 18.000 acre tract of land conveyed to First Baptist Church of Elgin, Texas by deed recorded in Document #2013223733 official records, Travis County, Texas;

THENCE S 27°21'05" W a distance of 1200.25 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the curving, northerly right-of-way (80') line of FM 1100 for the southwest corner of said First Baptist Church of Elgin, Texas 18.000 acre tract and the southeast corner hereof;

THENCE along said right-of-way line of FM 1100 a distance of 240.57 feet along the arc of said curving line to the right having a radius of 1106.53 feet and a chord bearing N 68°48'55" W a distance of 240.10 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for endpoint of curve and N 62°35'28" W a distance of 2199.38 feet to a 1/2" iron pipe found for the southwesterly corner hereof and said Krieg 93.75 acre tract and the southeasterly corner of that certain 14.795 acre tract of land conveyed to the Ernest W. Bracewell, Sr. Family Trust by deed recorded in Document #2014014538 of said official records;

THENCE N 27°18'06" E a distance of 1240.16 feet to a "T" post in concrete found for the northwesterly corner hereof and said Krieg 93.75 acre tract and the southwesterly corner of said Elgin Independent School District 92.456 acre tract;

THENCE S 62°15'55" E a distance of 2439.21 feet to the **POINT OF BEGINNING**, containing 68.992 acres of land, more or less, and as shown on map of survey prepared herewith.

Surveyed by:

James E. Garon
Registered Professional Land Surveyor
co\Travis\sur\Henry Martin a518\40719

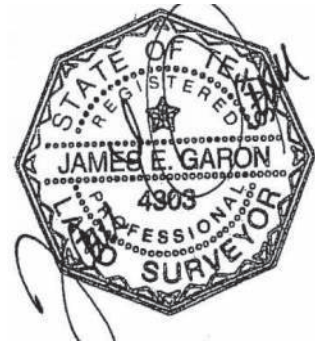
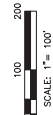
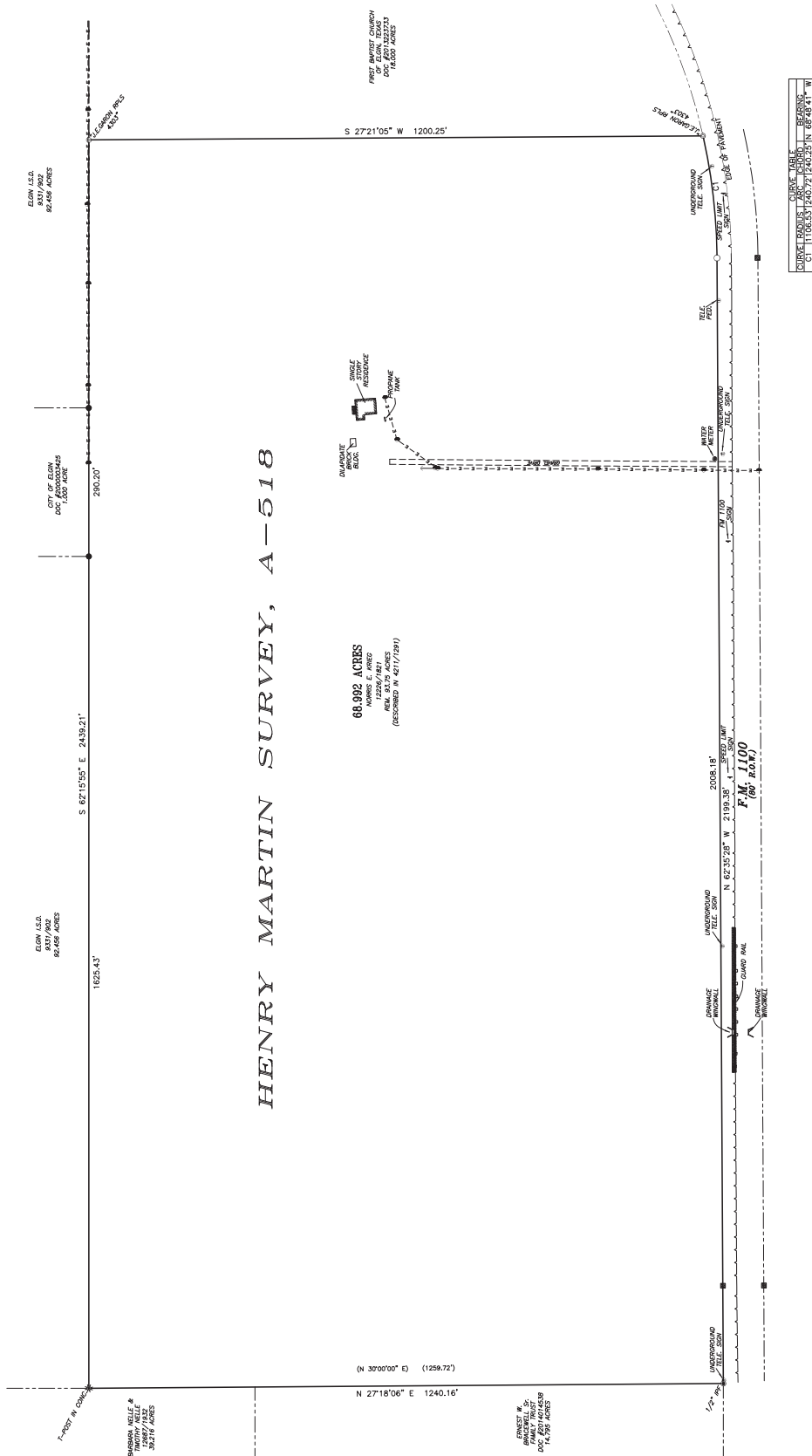


EXHIBIT B – BOUNDARY MAP

[illegible]

NOTE: THIS PROPERTY IS SUBJECT TO:
 TO (a) BLANKET TYPE EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOL. 2943, PG. 141, D.R.T.C.T.;
 TO (b) BLANKET TYPE EASEMENT TO AQUA WATER SUPPLY CORPORATION RECORDED IN VOL. 3816, P. 282, D.R.T.C.T.;

TO THE OWNERS, LIENHOLDERS AND INDEPENDENT TITLE COMPANY

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

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "C" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 49453-03/010N EFFECTIVE SEPTEMBER 26, 2008.

REFERENCE: TRANS PARKER ASSOCIATES, LTD
ADDRESS: 18510 FM 1100, ELGIN, TEXAS.
LEGAL DESCRIPTION: 68.992 ACRES IN THE HENRY MARTIN SURVEY, ABSTRACT 516,
TRANS COUNTY, TEXAS.
G.F. NO.: 1941-5617--COM

[illegible]

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058400
185 McAllister Road
Bastrop, Texas 78602
(512) 303-4185
jgaron@bcastatin.rr.com
www.jamesegaron.com



MAY 13 2019

EXHIBIT C – TOPOGRAPHICAL MAP

HENRY MARTIN SURVEY, A-518



NOTE: THIS PROPERTY IS SUBJECT TO:
 10(a) BLANKET TYPE EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOL. 2943, PG. 141, D.R.T.C.T.
 10(b) 10" BLANKET TYPE EASEMENT TO AQUA WATER SUPPLY CORPORATION RECORDED IN VOL. 3816, PG. 282, D.R.T.C.T.

EXHIBIT D – DEVELOPMENT PLAN



Exhibit D



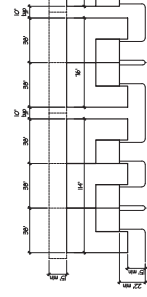
STONE CREEK CONCEPT PLAN

Elgin, Texas

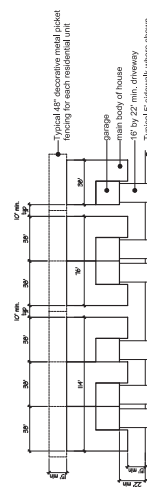
November 8, 2021

- Notes:
- The property is 68,922 acres within the city of Elgin, Texas.
 - Located in the City of Elgin, Texas, Travis County.
 - Proposed: One lot, one block.
 - No new streets proposed.
 - Maximum Building Coverage: 55% of the site.
 - The property is in Zone X per FEMA FIRMS Panel 48453C0510H.

Residential Units w/o Sidewalk



Residential Units w/ Sidewalk



Building Type	East Tract		West Tract	
	East Tract	West Tract	East Tract	West Tract
Single Family Units	94	22	22	12
Duplex Units	158	76	76	18
Three Plex Units	36	18	18	4
Total Number of Units	288	116	116	4
Total Number of Units (both sides)	404		160	
Unit Type	East Tract		West Tract	
1 Bdm Units	21	12	12	12
2 Bdm Units	60	18	18	18
3 Bdm Units	177	82	82	18
4 Bdm Units	31	4	4	4
	288	116	116	4

Owner:
ITEX Group
Attn: Mr. Dakota Courville
9 Greenway Plaza
Houston, Texas 77027
(409) 853-3575

Architect/Planner:
BSB Design
Attn: Mr. Dave Copenhaver AIA
8825 Coleman Drive
Frisco, Texas 75034
(409) 853-3575

Engineer:
Sambatek, Inc.
Attn: Mr. Jay Marsh, PE
13355 Noel Rd, Suite 1100
Dallas, Texas 75240
(972) 954-5448

Surveyor:
James E Garon and Assoc.
Attn: Mr. James Garon, RPLS
185 McAllister Rd
Dallas, Texas 76602
(512) 303-4185

The drawings presented are preliminary and design intent only, and are subject to change based upon final design modifications. All applicable codes and structural design requirements, etc. © 2018 BSB Design, Inc.

EXHIBIT E – VARIANCES TO CITY CODES

Variances to the current zoning code include:

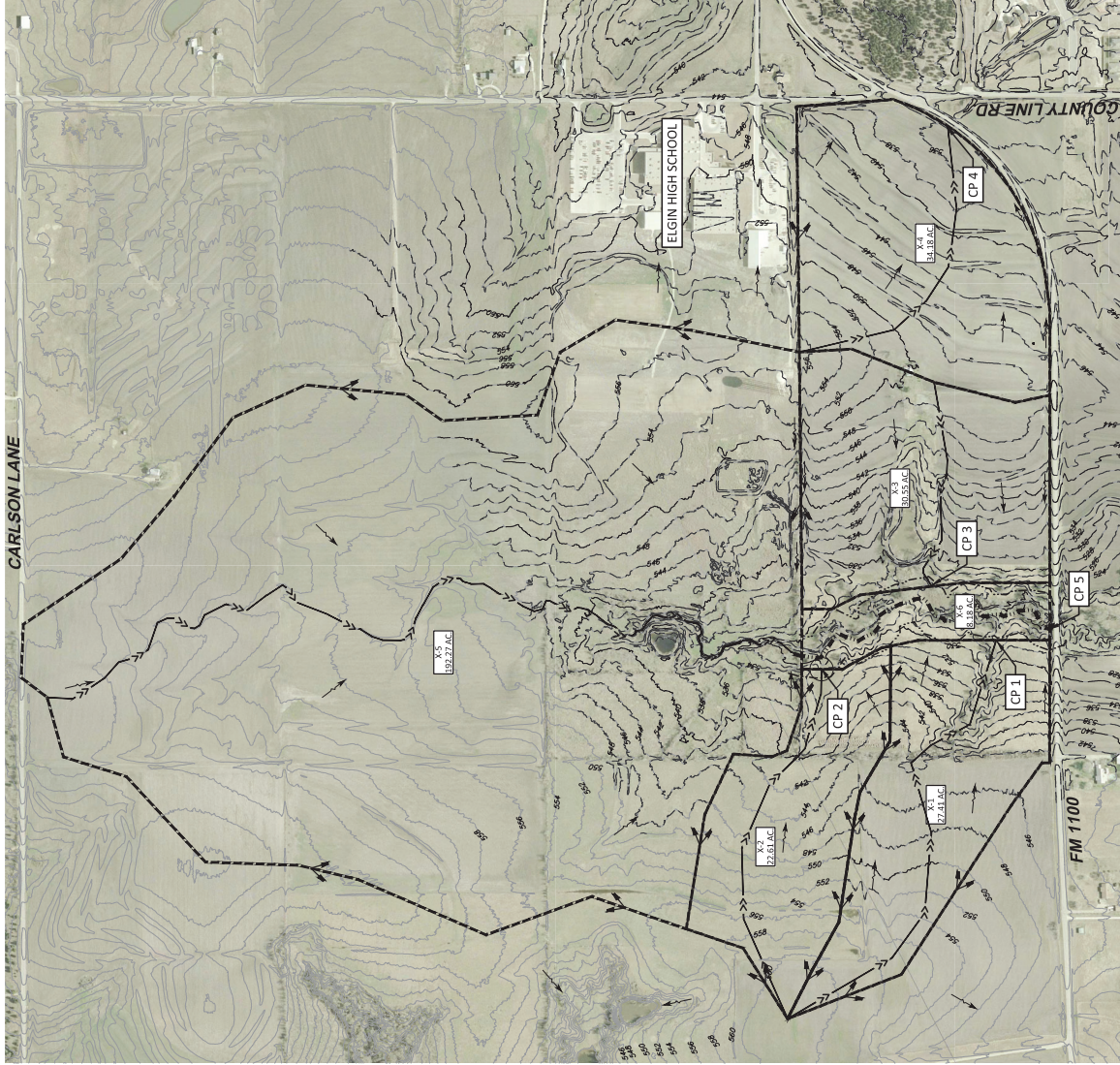
1. All residential buildings are defined as follows
 - 1.1. Dwelling, single family is defined as a detached or attached dwelling unit designed to be occupied by one, two or three families living independently of each other.
 - 1.2. Nonresidential applies to all uses other than Dwelling, single family as defined above.
2. A preliminary plat is not required for this development. A short form plat will be required.
3. Total building coverage shall be a maximum of 55 percent of the total gross land area.
4. Head-in parking spaces shall be a minimum of 9 feet wide by 18 feet deep, with parallel spaces a minimum of 8 feet wide by 20 feet long.
5. Maximum impervious cover allowed is 60 percent.
6. Minor waterway buffer zone is 100 feet from the centerline of the waterway. Allowed minor exceptions only as shown on **Exhibit “D”** include limited transition for grading.
7. Livability Open Space
 - 7.1. Definition of Livability Open Space includes
 - 7.1.1. Greenbelt
 - 7.1.2. Park areas
 - 7.1.3. Community gardening area and park
 - 7.1.4. Front and back yards for each unit
 - 7.2. Livability Open Space will be no less than 30 percent of the total gross land area.
8. Landscaping
 - 8.1. Code reference to Street Yard refers to frontage along FM 1100
 - 8.2. Perimeter parking lot – landscape screening required if within 25 feet of a public roadway
 - 8.3. Interior off-street parking spaces – landscape or berm screening is not required
 - 8.4. Irrigation
 - 8.4.1. A combination of drip and spray irrigation will be provided for all trees and shrubs planted with this development.
 - 8.4.2. Spray irrigation will be provided for turf areas.
 - 8.4.3. The construction documents will provide specific irrigation requirements for the various proposed landscape plantings.
 - 8.5. Trees
 - 8.5.1. Existing trees within five feet of a building pad, driveway, trail, sidewalk, deck or patio area, fire lane or parking space are exempt from mitigation.
 - 8.5.2. A minimum of one tree per unit with a minimum of two caliper inches shall be provided. Unit trees are not required to be located in front each unit and may be dispersed throughout the property.
 - 8.5.3. One 2 caliper inch tree shall be provided for every 50 feet in the Street Yard along FM 1100.

9. Individual unit driveway width
 - 9.1. 16 feet wide minimum for a two-car garage
 - 9.2. 10 feet wide minimum for a one-car garage
10. Shared drive lanes will be a minimum 20 feet wide (non-fire lane drive lanes)

EXHIBIT F – PARKING REQUIREMENTS

- 1. Residential parking required**
 - 1.1.** One-bedroom unit – 2.0 spaces
 - 1.2.** Two-bedroom unit – 2.0 spaces
 - 1.3.** Three-bedroom unit – 2.0 spaces
 - 1.4.** Four-bedroom unit – 2.5 spaces
 - 1.5.** Residential guest parking – 1.0 spaces per 5 units, with fraction of spaces rounded down to the nearest whole number.
 - 1.6.** Off-street residential parking
 - 1.6.1.** Attached garage spaces will count toward required unit and covered parking. A one-car garage is acceptable for a one-bedroom unit with respect to fulfilling required covered parking.
 - 1.6.2.** Driveways in front of a unit will count toward required unit and guest spaces.
 - 1.6.3.** Parking in driveways is allowed within four feet of the building/garage.
 - 1.6.4.** Head-in and parallel parking spaces are allowed along the fire lane. Parallel parking spaces will be 20-foot by 8-foot. Head-in spaces will be 9-foot by 18-foot.
 - 1.6.5.** Oversized vehicle parking is permitted in off-street parking spaces.
- 2. Leasing center parking required - 1 space per 300 square feet gross building area**
- 3. Amenity center parking required**
 - 3.1.** 1 space per 400 square feet of gross building area
 - 3.2.** 1 space per 350 square feet of wet pool area

EXHIBIT G1 – EXISTING DRAINAGE AREA MAP



TIME OF CONCENTRATION CALCULATIONS																						
Sheet Flow										Channel or Storm Drain Flow												
Basin ID	Flowpath Length (ft)	Length (ft)	Slope	Surface Cover	Velocity (ft/s)	Manning's n	Suburban Overland Flow					Channel or Storm Drain Flow										
							Length (ft)	Slope	Surface Velocity (ft/s)	T ₁ (hr)	Length (ft)	Type	K	Velocity (ft/s)	T ₂ (hr)	Coef. of Friction (ft/s)	Channel Slope (ft/s)	Time (hr)				
X-1	2405	100	0.004	DENSE GRASS	0.07	0.24	0.002	1445	0.010	UNPAVED	3.67	0.273	770	0.075	UNPAVED	32.85	5.19	0.040	0.79	43.00	43.00	25.92
X-2	3070	100	0.005	DENSE GRASS	0.08	0.24	0.008	1920	0.011	UNPAVED	3.68	0.177	2380	0.13	UNPAVED	32.85	4.02	0.198	0.74	44.32	44.32	26.71
X-3	2789	100	0.005	DENSE GRASS	0.08	0.24	0.008	1402	0.009	UNPAVED	2.68	0.045	2257	0.006	UNPAVED	32.85	5.31	0.118	0.53	31.80	31.80	19.10
X-4	1600	100	0.006	DENSE GRASS	0.08	0.24	0.042	1000	0.015	UNPAVED	1.98	0.211	0	0.000	UNPAVED	32.85	0	0.000	0.35	33.14	33.14	19.89
X-5	4730	100	0.005	DENSE GRASS	0.08	0.24	0.008	900	0.009	UNPAVED	3.4	0.160	3800	0.007	UNPAVED	32.85	2.7	0.384	0.91	54.49	54.49	32.81
X-6	1664	0	0.006	DENSE GRASS	#2-100	0.24	0.020	0	0.015	UNPAVED	#2-100	0.000	1664	0.004	UNPAVED	32.85	2.0	0.235	0.23	14.07	14.07	8.44

NOTE: TIME OF CONCENTRATION CALCULATIONS ARE BASED ON CRITERIA OF ELGIN AND TYPICAL DESIGN CRITERIA.

EXISTING DRAINAGE AREA TABLE						
DRAINAGE AREA ID	AREA (ACRES)	C	T ₁ (MINUTES)	T ₂ (min/hour)	Q ₁₀₀ (cfs)	COMMENTS
X-1	27.41	0.30	25.82	7.65	65.00	DRAINS TO CREEK
X-2	22.61	0.30	26.71	7.82	53.00	DRAINS TO CREEK
X-3	30.55	0.30	19.10	9.24	84.72	DRAINS TO CREEK
X-4	34.38	0.30	19.89	9.06	92.95	DRAINS TO CULVERT CROSSING
X-5	192.77	0.30	32.81	13.01	404.23	DRAINS TO CREEK
X-6	8.18	0.30	8.44	7.06	32.04	FM 1100 CULVERT CROSSING



LEGEND

- CONTOUR
- EXISTING DRAINAGE DIVIDE
- EXISTING DRAINAGE ID
- EXISTING DRAINAGE AREA IN ACRES
- APPROXIMATE STREAM CENTERLINE
- 100' WATERWAY BUFFER LINE
- DRAINAGE DIRECTION ARROW
- COMPARISON POINT

CONCEPT PLAN-EXISTING DRAINAGE AREA MAP

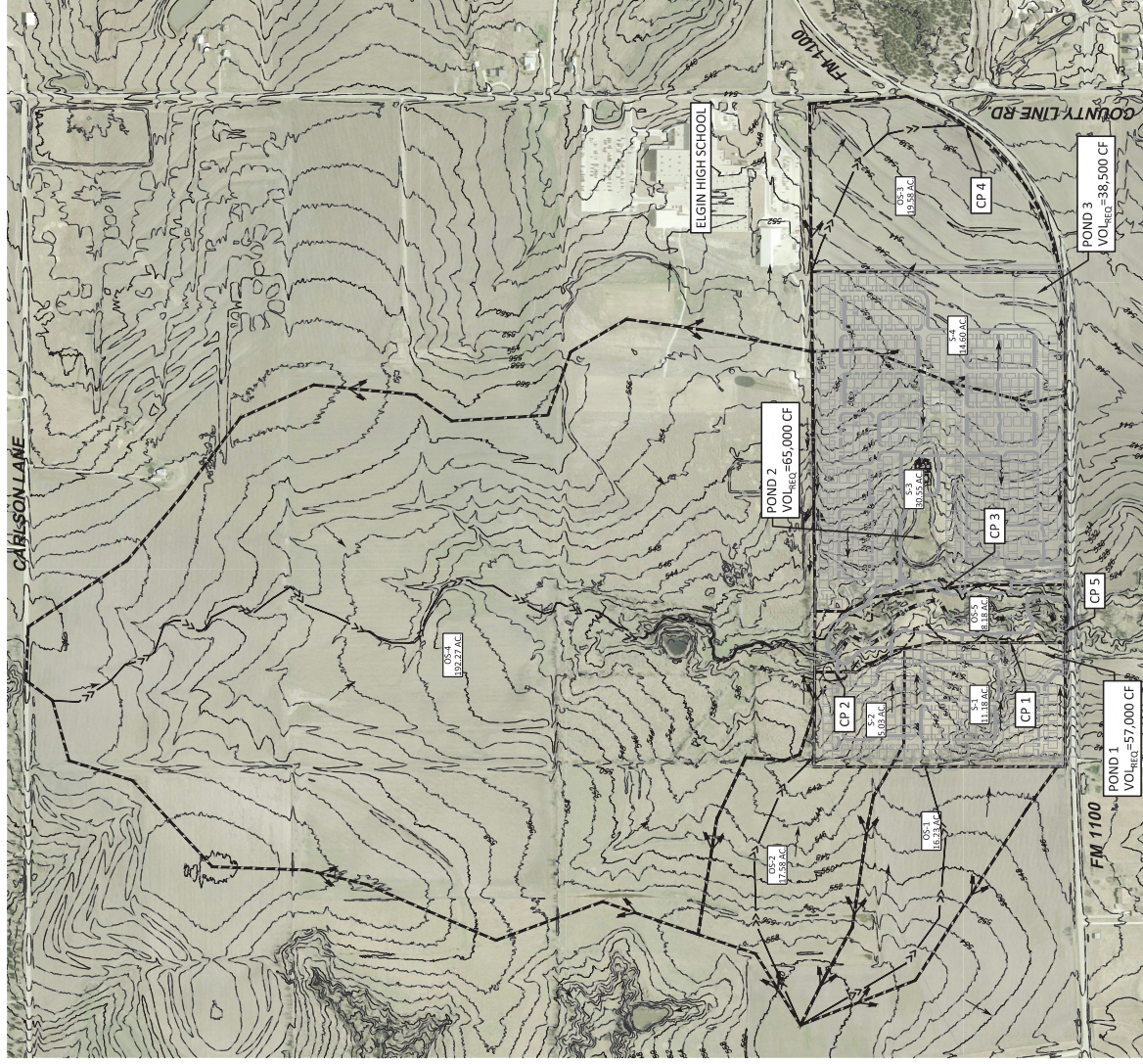
ITEX GROUP MGMT, LLC
STONE CREEK RANCH
ELGIN, TEXAS

Exhibit
G-1

Engineering | Surveying | Planning | Environmental
www.sambatek.com

PRELIMINARY			
NO.	DATE	BY	COMMENT
1	9/2/2021	JB-SG	DESIGNED BY
2	9/2/2021	JEM	CHECKED BY
3	9/2/2021	JEM	PROJECT NO.
4	9/2/2021	JEM	PROJECT NO.
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97	9/2/2021	JEM	PROJECT NO.
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99	9/2/2021	JEM	PROJECT NO.
100	9/2/2021	JEM	PROJECT NO.

EXHIBIT G2 – PROPOSED DRAINAGE AREA MAP

[illegible]

PROPOSED DRAINAGE AREA TABLE					
DRAINAGE AREA (ACRES)	C	T _c (MINUTES)	T _{ss} (min/acre)	Q _{ss} (cfs)	COMMENTS
5-1	11.18	0.45	10.34	52.03	BRAINS TO GREEK
5-2	11.08	0.45	10.34	52.41	BRAINS TO GREEK
5-3	20.55	0.45	15.00	342.18	BRAINS TO GREEK
5-4	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-5	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-6	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-7	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-8	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-9	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-10	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-11	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-12	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-13	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-14	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-15	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-16	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-17	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-18	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-19	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-20	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-21	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-22	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-23	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-24	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-25	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-26	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-27	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-28	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-29	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-30	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-31	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-32	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-33	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-34	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-35	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-36	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-37	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-38	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-39	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-40	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-41	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-42	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-43	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-44	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-45	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-46	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-47	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-48	30.55	0.45	15.00	342.18	BRAINS TO GREEK
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5-52	30.55	0.45	15.00	342.18	BRAINS TO GREEK
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5-65	30.55	0.45	15.00	342.18	BRAINS TO GREEK
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5-75	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-76	30.55	0.45	15.00	342.18	BRAINS TO GREEK
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5-82	30.55	0.45	15.00	342.18	BRAINS TO GREEK
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5-99	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-100	30.55	0.45	15.00	342.18	BRAINS TO GREEK
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5-146	30.55	0.45	15.00	342.18	BRAINS TO GREEK
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5-148	30.55	0.45	15.00	342.18	BRAINS TO GREEK
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5-150	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-151	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-152	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-153	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-154	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-155	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-156	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-157	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-158	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-159	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-160	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-161	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-162	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-163	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-164	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-165	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-166	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-167	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-168	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-169	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-170	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-171	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-172	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-173	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-174	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-175	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-176	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-177	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-178	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-179	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-180	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-181	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-182	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-183	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-184	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-185	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-186	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-187	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-188	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-189	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-190	30.55	0.45	15.00	342.18	BRAINS TO GREEK
5-191	30.55	0.45	15.00	342.18	

NOTE: TIME OF CONCENTRATION CALCULATIONS ARE BASED ON CITY OF ELGIN AND TxDOT DESIGN CRITERIA. A TIME OF CONCENTRATION OF 15 MINUTES WERE ASSUMED FOR THE DEVELOPED AREAS PER THE DEVELOPMENT TYPE FOR PRELIMINARY ANALYSIS. FINAL DESIGN TO BE SUBMITTED AS NECESSARY FOR DEFINITIVE DESIGN.

COMPARISON POINT	COMPARISON POINT TABLE				RESULTS		
	ID	PRE-DEVELOPED		POST-DEVELOPED*		DEFINITION	REQUIRED
		AREA (ACRES)	100-YEAR RUNOFF (CFS)	AREA (ACRES)	100-YEAR RUNOFF (CFS)		
	CP 1	27.41	65.40	27.41	91.99	YES	
	CP 2	22.61	53.01	17.58	69.82	YES	
	CP 3	30.35	84.72	30.55	142.18	YES	
	CP 4	34.18	92.35	34.18	121.19	YES	
	CP 5	281.02	639.41	281.02	740.27	YES	

NOTES: *POST-DEVELOPED RUNOFF IS PRE-DETAILED VALUE

IMPERVIOUS CALCULATIONS	68.992 AC
DEVELOPED TRACT:	32.567 AC
IMPERVIOUS COVER:	47.20%

[illegible]

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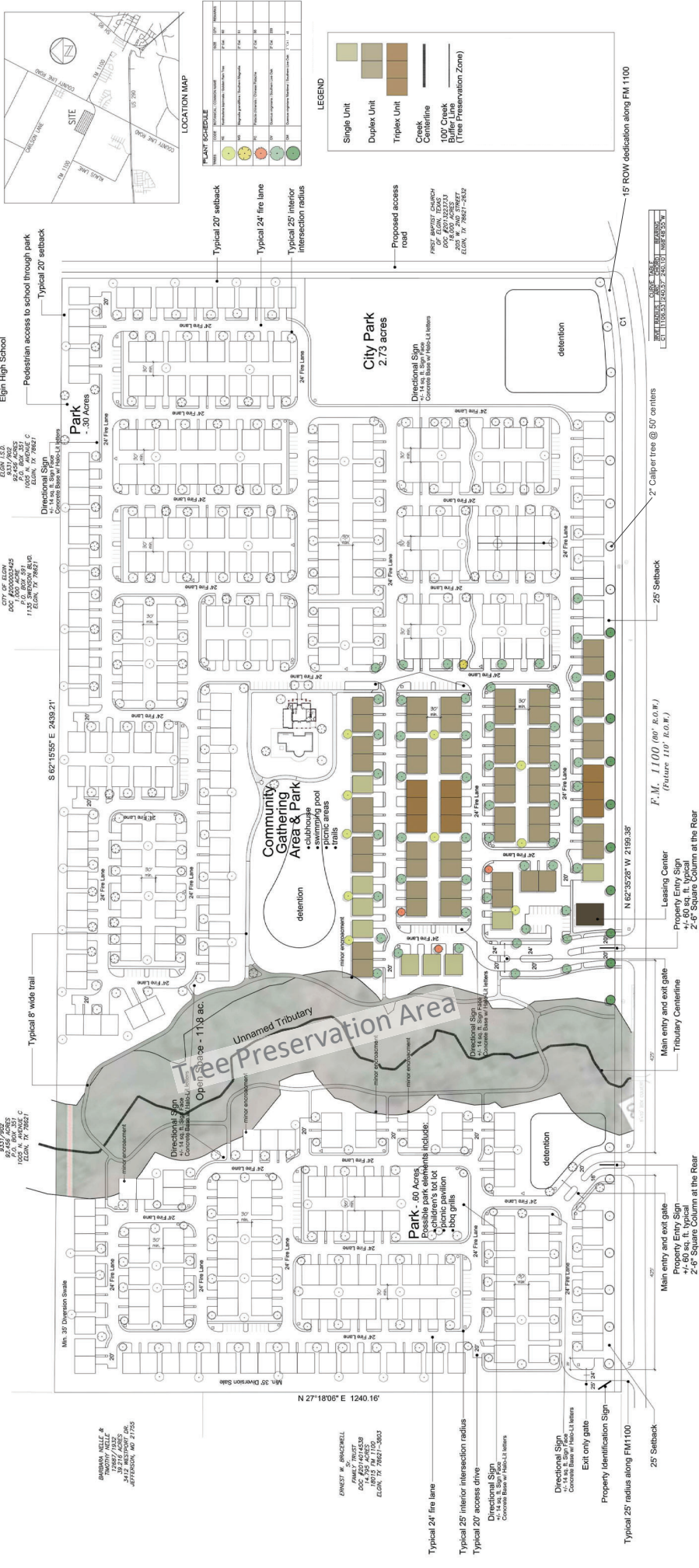
PROPOSED DRAINAGE DIVIDE
PROPOSED DRAINAGE ID
PROPOSED DRAINAGE AREA IN ACRES
APPROXIMATE STREAM CENTERLINE
100' WATERWAY BUFFER LINE
DRAINAGE DIRECTION ARROW
COMPARISON POINT

[illegible]

EXHIBIT G3 – UTILITY PLAN

EXHIBIT H – SIGNAGE PLAN

EXHIBIT I – TREE PRESERVATION PLAN



Please note, the information on this exhibit is conceptual in nature. Plant material and location may vary during final design.

Exhibit I



STONE CREEK TREE PRESERVATION PLAN

Elgin, Texas

0' 50' 100' 200'

North Arrow

Owner:
ITEX Group
Attn: Mr. Dakota Courville
9 Greenway Plaza
Houston, Texas 77027
(409) 863-3575

Architect/Planner
BSB Design
Attn: Mr. Dave Copenhaver AIA
8825 Coleman Drive
Frisco, Texas 75034
(409) 853-3575

Engineer
Sambatek, Inc.
Attn: Mr. Jay March, PE
13355 Noel Rd, Suite 1100
Dallas, Texas 75240
(972) 954-5448

Surveyor
James E Garon and Assoc.
Attn: Mr. James Garon, RPLS
185 McAllister Rd
Bastrop, Texas 78602
(512) 303-4185

October 11, 2021

BSB DESIGN
BSBDESIGN.COM

The drawings are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e., applicable codes and structural design requirements, etc.). © 2018 BSB Design, Inc.

Attachment 3

Staff Added Comprehensive Plan Exhibits



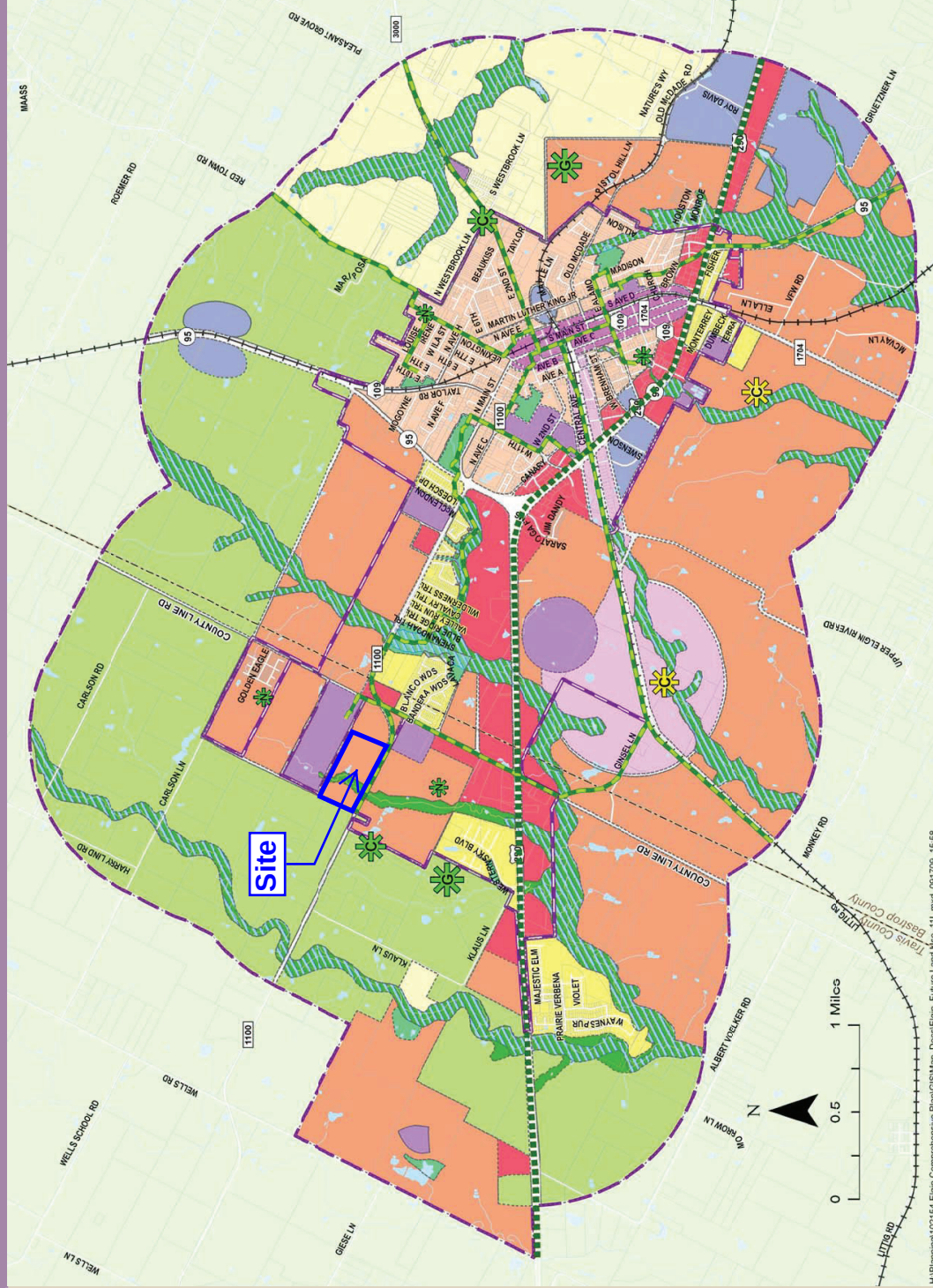
Exhibit 4.4: Future Land Use and Development Plan

- Parcel Boundary
- Elgin City Limits
- Elgin Planning Area

Future Land Use

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

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



H:\Planning\102154-Elgin Comprehensive Plan\GIS\Map_Docs\Elgin_Future Land Use_11L.mxd 09/17/09 15:58
Source: Wilbur Smith Associates, Inc., 2009.

Traditional Neighborhood Development

General Description: Traditional Neighborhood Development (TND) is intended to bring the character and form of Elgin's older neighborhoods (the Central Elgin Neighborhood category) to newly developing areas of the community. Key characteristics include a grid pattern of streets with pedestrian and bicycle amenities, homes that have front porches rather than front garages, a compatible mix of housing types and land uses, and high quality landscaping and building materials.

Transect Zone: General Urban (T4)

Primary Land Use: Single Family Residential

Supporting Land Uses: Attached residential (townhomes, rowhouses), small apartment buildings, neighborhood-scale retail and office, schools, parks, and community facilities. Accessory dwellings or "granny flats" are encouraged with appropriate regulations regarding lot coverage, height, and parking.

Residential Densities: Approximately 5 units per acre.

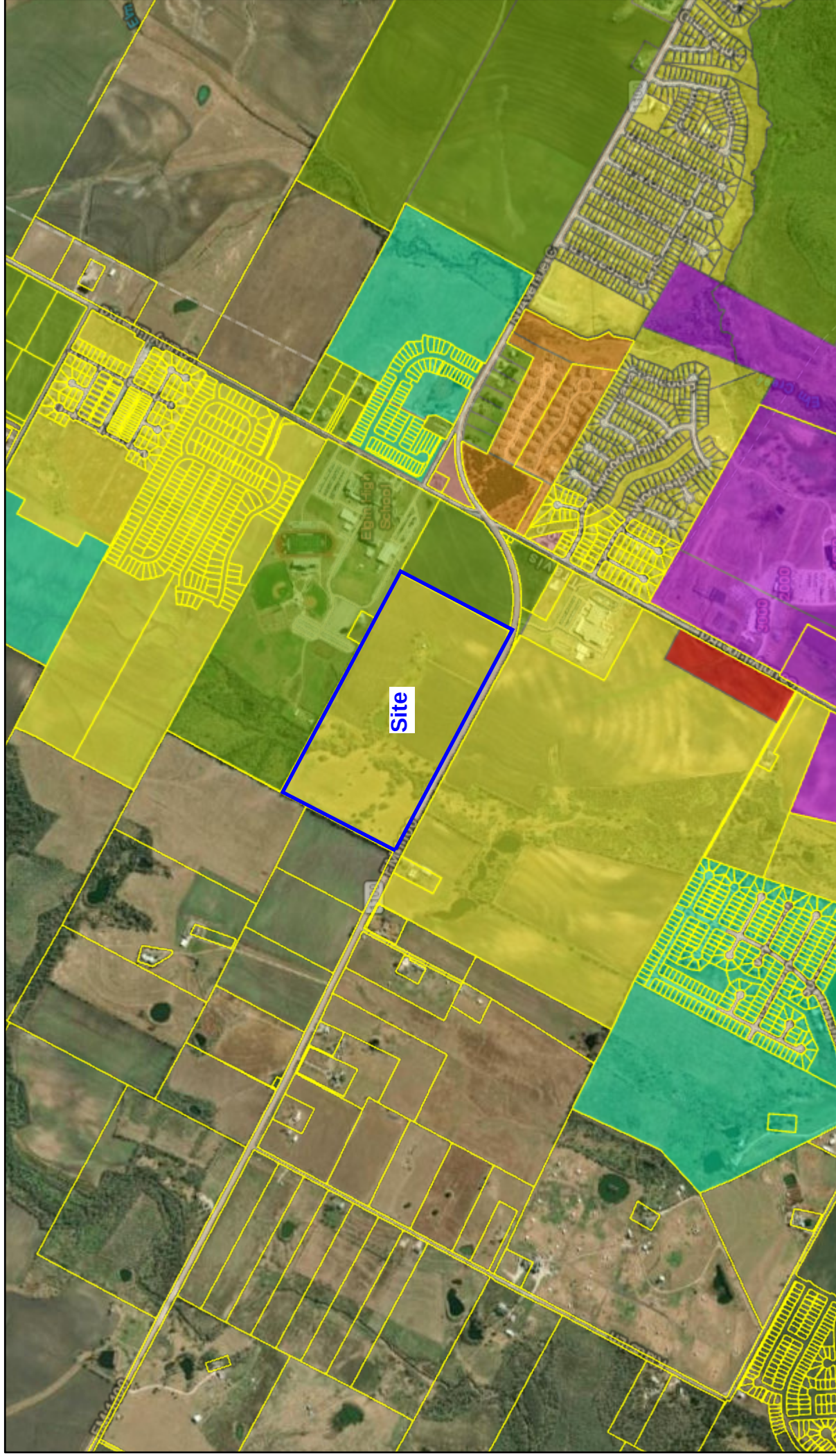
Form and Character: TND areas should be built according to a traditional grid or modified grid street pattern without the use of cul-de-sacs to promote connectivity and walkability. Homes should address the street directly with garages placed to the side or preferably the rear of the home with access from an alley or lane. Front porches should be incorporated into most homes to promote community and neighborly interaction. Buildings are typically two to three stories tall with shallow to medium setbacks that allow landscaping, while also maintaining a close connection to the street and sidewalk. Lot and home sizes vary to offer a wider range of housing choice and affordability than is typically provided in conventional subdivisions. High quality building materials and landscaping should be used to enhance the overall character of development.

Parks and Open Space: Neighborhood parks should be interspersed regularly to ensure all residents have access to park space. Smaller pocket parks, playgrounds, and greens may also be provided. Sidewalks and bike trails should provide connections to parks and playgrounds within or outside of the neighborhood. Floodplains and existing vegetated areas should be preserved and incorporated into neighborhoods as open space amenities and natural buffers from surrounding development. However, floodplains should not be used to meet the active recreation needs of the community because construction of park facilities is limited in these areas.



Attachment 4
Staff Added Zoning Map

Zoning Map

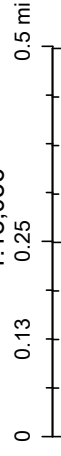


11/1/2021, 10:37:41 AM

Zoning

- A - Multiple Family Residential District
- C1 - Neighborhood Shopping District
- C2 - General Commercial District
- C3 - Highway Commercial District
- PDD - Planned Development District
- R1 - Single Family
- R3 - Single Family/Two Family/Industrialized Housing District

1:18,056



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Attachment 5
Staff Compliance Letter



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

November 9, 2021

Mr. David Harrell, Development Services Director
City of Elgin
310 N. Main St.
Elgin, Texas 78621

RE: Stone Creek Ranch PDD Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted by Sambatek:

1. Agreement and Development Plan for Stone Creek Ranch PDD dated November 8, 2021.
2. Other supporting documents submitted with the PDD: Comment response letter.

Our review finds that these documents have been prepared in general conformance with the City of Elgin's Code of Ordinances and any deviations from the Code have been negotiated with additional benefits included for the City.

As TRC did not provide the detailed design of the submitted documents, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Registered Professional Engineer that prepared the documents and all responsibility for the surveying, engineering design and submitted documents shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer. Note that prior to execution of the PDD, all applicable filing fees and invoices shall be paid. If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Beau Perry".

K. Beau Perry, P.E.
Vice President

cc: Mr. Jay Marsh, P.E., Sambatek



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING CHAPTER 8 BUSINESS, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, DELETING IN THEIR ENTIRETY SECTION 8.156, AND ADDING SECTIONS 8-157.107 THROUGH 8-157.110, REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending, adding, and repealing portions of Chapter 8, Business.

BACKGROUND: Department Staff has been working with the Police Dept. and City Secretary to revise portions of the business code that deal with solicitors and peddlers, mobile street vendors, and itinerate street vendors. These Code changes better define the proposed businesses, add basic regulations that other neighboring metro cities do, adds in standards that are already asked in applications, and clarifies applicable Codes from other portions of the City Code.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Staff recommends approval.

ATTACHMENTS: Proposed Ordinance and Exhibit.

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

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

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

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

ORDINANCE NO. 2021-11-16-??

AN ORDINANCE AMENDING CHAPTER 8 BUSINESS, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, DELETING IN THEIR ENTIRETY SECTION 8.156, AND ADDING SECTIONS 8-157.107 THROUGH 8-157.110, REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

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

I.

That Chapter 36, Division I, Sections 8-140, 8-142, 8-145 through 8-155; Chapter 36, Division II, Sections 8-157.100 through 8-157.105; Chapter 36, Division II, Sections 8-157.130 through 8-157.138; Chapter 36, Division 3, Section 8-157.171; revised Code of Ordinances, City of Elgin, Texas, is hereby amended as shown in Exhibit "A".

II.

That Chapter 36, Section 8-156; revised Code of Ordinances, City of Elgin, Texas, is hereby deleted as shown in Exhibit "A".

III.

That Chapter 36, Division II, Sections 8-157.107 through 8-157.110; revised Code of Ordinances, City of Elgin, Texas is hereby added as shown in Exhibit "A"

IV.

- A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.
- B. The invalidity of any section or provision of this Ordinance shall not invalidate other sections or provisions thereof.
- C. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ, PASSED, and ADOPTED on first (1st) reading this the **16th** day of **November** 2021.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

Exhibit "A"

ARTICLE VI. - PEDDLERS, SOLICITORS AND VENDORS^[3]

DIVISION 1. - SOLICITORS AND PEDDLERS

Subdivision I. - In General

Sec. 8-140. - Definitions.

For the purpose of this article the following terms shall have the following meanings:

Applicant means each individual person associated as a distributor, peddler, or solicitor as defined in this Article.

Business days means the number of city working days specified, excluding Saturday, Sunday, a legal city holiday, and days where the city hall has been ordered closed by the city manager, mayor, or city council.

Calendar days means the number of days specified in a yearly calendar.

City means the City of Elgin, Texas.

Department means the ~~Police Dept.~~

Distributor means any person who attempts to make personal contact with a resident at his residence without prior specific invitation from or appointment with the resident, for the primary purpose of attempting to sell a good or service.

Peddler means any person who engages in commercial activities within the city limits by carrying goods or merchandise and selling or offering for sale for immediate delivery such goods or merchandise from door-to-door.

Solicitor means any person who solicits or attempts to solicit, from door-to-door, funds or orders for services, commercial goods, wares, merchandise, subscriptions or publications to be delivered at a future date or time.

State means the State of Texas.

Sec. 8-141. - Purpose of article.

This entire article is and shall be deemed an exercise of the police power of the state and of the city for the public safety, comfort, convenience and protection of the city and citizens of said city, and all of the provisions hereof shall be construed for the accomplishment of that purpose.

Sec. 8-142. - Violations and penalties.

- (a) Fine. Any person who violates or fails to comply with the provisions of any section of this article is guilty of a class "C" misdemeanor and upon conviction shall be punishable by a fine as provided in the general penalty, section 1-15, general penalty for violations of this Code.
- (b) Criminal Trespass. Any peddler or solicitor who enters upon property owned, leased, or controlled by another and willfully refuses to leave the property, after receiving notification to leave from the owner, leaser, or person controlling the property, shall be guilty of a misdemeanor criminal trespass and may be incarcerated or fined upon conviction as provided in the Texas Penal Code.

Sec. 8-143. - Time and location restrictions.

- (a) Hours of operation. No peddler or solicitor may conduct activities defined in this article, without prior invitation or appointment with the occupant of the premises, before 9:00 a.m. and after 5:00 p.m. on any day.

Exhibit "A"

- (b) Prohibition of solicitation in street; cannot hinder passage on street. No peddler or solicitor may peddle or solicit in the public streets or from medians in the streets, within the city limits, or in any way block, obstruct, or unduly hinder passage on public streets within the city limits.

Sec. 8-144. - Trespass enforcement.

Any distributor, peddler or solicitor who remains on private property where a notice is placed upon any door or entrance way leading into said property which notice contains the words "NO SOLICITING" or "NO SOLICITORS" and which is clearly visible to the distributor, peddler or solicitor.

Subdivision II. - Permit

Sec. 8-145. - Required.

Except as provided under permit exemptions, it shall be unlawful for any peddler or solicitor to engage in business as defined in this article within the incorporated city limits without first obtaining a distributor, solicitor, and peddlers permit from the city Department.

Sec. 8-146. - Exemptions.

- (a) The following are excluded from permitting provisions:
- (1) Persons distributing nonprofit pamphlets, handbills, or other printed material for the purpose of disseminating news or other information of public interest;
 - (2) Persons conducting fundraising activities for local nonprofit organizations, qualified civic organizations, or educational institutions;
 - (3) Persons conducting proselytizing activities or distributing religious material or literature;
 - (4) Persons engaged in a business or activity regulated under the exclusive authority of the state or federal government;
 - (5) Persons engaged in business activity and going to a house or business at the express invitation of the occupant or owner of such house or business;
 - (6) Canvassers who attempt only to distribute not for profit handbills or to solicit political support or to determine opinions or sentiments.
- (b) Persons who are exempt from the permitting requirements are encouraged to notify the city Department of the approximate dates of the door-to-door activities, and the areas in which they will be working.

Sec. 8-147. - Application.

- (a) Requirement to file for permit. Any peddler or solicitor desiring to engage in activities as a peddler or solicitor within the city must file a written application for permit with the Department ~~city manager of his/her designee~~, each applicant shall provide the following information:
- (1) Applicant's' namess, telephone numberss, home addresseses, birth datess, physical descriptionss, ~~finger or thumbprint~~, criminal history checkss from the Texas Department of Public Safety, and either: Driver's license number and state, or government issued picture identification card for each applicant;
 - (2) A complete department of public safety (DPS) criminal history for each applicant, issued within ninety (90) calendar days of the date of application, for the applicant and each individual involved in the peddling, solicitation, or distribution campaign;
 - (3) For each individual applicant involved in the peddling, solicitation, or distribution campaign: Namess, telephone numberss, addresseses, birth datess, physical descriptionss, and either:
(A)a. Driver's license number and state, or

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(B)~~b~~. Government issued picture identification card;

(4C) If the applicants' ~~is~~ are peddling or making solicitations for any commercial, charitable or political organization, the names~~s~~, telephone numbers~~s~~, and addresses~~es~~ of such organizations~~s~~;

(5D) Full and complete list of goods to be sold and/or services to be delivered;

(6E) Description (year, make, model, color and type) and license plate number and state where all vehicles to be used in soliciting and peddling are registered;

(7F) A copy of the applicant's state limited sales and use tax permit, if applicable.

(b) Supply of original documents on Dept. request. Applicant must provide original identifying documents to the ~~city manager of his/her designee~~ Department upon request.

Sec. 8-148. - Fees.

(a) Pay according to fee schedule. All distributors, peddlers~~s~~, and solicitors~~s~~, not exempted by this article, shall pay a permit fee to the city as provided in the fee schedule ~~in section 1-15, general penalty for violations of this Code for each person permitted.~~

~~(b) All distributors not exempted by this article shall pay a permit fee to the city as provided in the fee schedule in section 1-15, general penalty for violations of this Code for any individual or any group of individuals.~~

~~(b) Fees to be charged. Fees shall be charged in accordance with the fee ordinance.~~

~~(c) Fees to be paid before permit issuance. All fees shall be paid by the applicant before issuance of a permit.~~

Sec. 8-149. - Exemptions from fees.

~~The following are exempt from the permit fee:~~

~~(a)~~ Any individual soliciting or peddling for a philanthropic, charitable, political or religious organization.

Sec. 8-150. ~~—~~ Denial of Permit and Appeal.

(a) Basis for denial. A copy of the application for permit will be referred to the ~~city police services~~ department who will undertake an investigation of the applicant's record and background, which is reasonably necessary to protect the public. An application for permit under this article may be denied where:

(1) Required application information is incomplete or incorrect.

(2) Applicant is currently wanted on warrant for arrest.

(3) Applicant has been convicted of any offense reportable by the city to the Texas Department of Public Safety or the Federal Bureau of Investigation under "Index Crimes" part I or other law enforcement reporting system (e.g. murder, nonnegligent manslaughter, sexual assault, aggravated assault, robbery, burglary, theft, and motor vehicle theft).

(4) Applicant has not paid fees associated with the application, unless otherwise exempt.

(b) Appeals from permit denial. If the ~~city manager~~ Department denies a permit, ~~the~~ applicant may appeal this decision in writing to the city council, which may affirm, modify or reverse the decision of ~~the city manager~~ the Department. An applicant shall have five (5) business days from the date of denial to file an appeal in writing with the Department.

Sec. 8-151. - Issuance; duration; additions to permit.

(a) Issuance of permit; timeframes. If the ~~city manager~~ Department finds that the application is completed and in conformance with the provisions of this article, a permit shall be issued within ten ~~(10) working~~ business days. Each permit will be valid for thirty (30) calendar days from date of issuance~~ance~~.

Exhibit "A"

- (b) Permit only to certain individuals on application. Only those peddlers or solicitors whose names are listed on the approved application may conduct business under the issued permit.
- (c) Updating of permit through application process if involving new people. If any new peddlers or solicitors join the campaign after the original permit is issued, they must supply updated personal information required in the original application to the ~~city manager or his/her designee~~ Department.

Sec. 8-152. - Display.

Each peddler, solicitor, and distributor will prominently display ~~his/her~~ their permit ~~or city issued ID card~~ at all times while engaging in business in the city.

Sec. 8-153. - Permit nontransferable.

Permits issued under the provisions of this article are not transferable in any situation, ~~and will be clearly marked "not transferable."~~

Sec. 8-154. - Suspension.

- (a) Confiscation of permit by Dept. The ~~city manager or his/her designee~~ Department may, upon documented complaint or violation of law, suspend and confiscate a permit issued under this article.
- (b) Appeals from suspension. Peddlers and solicitors whose permits are suspended have three (3) business days during which to request an administrative review of the suspension. If request for administrative review is not made within three (3) business days, the permit is revoked.

Sec. 8-155. ~~—~~ Revocation.

- (a) Citation of denial; notification of administrative review. Upon request, the ~~city manager~~ Department shall provide the revoked peddler or solicitor with written notice containing particulars of any and all complaints against ~~him/her/them~~, and the time, date and place for an administrative review of the suspension.
- (b) Review by City Manager. The city manager will conduct an administrative review to determine whether the permit shall be restored or revoked.
- (c) Basis of appeals denial by City Manager. After notice and review, the city manager may revoke any permit issued under this article for the following reasons:
 - (1) Fraudulent statements, omissions on permit application or in conduct of permitted business;
 - (2) Violation of law;
 - (3) Endangerment of public welfare, health or safety.
- (d) Appeal from decision of City Manager. If within three (3) business days after revocation the applicant must appeal this decision in writing to the city council, which may affirm, modify, or reverse the decision of the city manager.
- (e) Prohibition of new permit for a timeframe. Revocation of a permit shall bar the peddler, solicitor, or distributor from obtaining a permit under this article for a period of one (1) year from the date of revocation.

~~Sec. 8-156. — Duration.~~

~~Each itinerant vendor's or peddler's permit issued under the authority of this article shall be valid for the period of anticipated use of the applicant, but not to exceed ten (10) days for itinerant vendors, 180 days for itinerant vendors operating out of a motor vehicle or trailer, as defined by the Texas Transportation~~

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~~Code, within the designated vendor zone within the historic district, and 90 days for peddlers from the date it is issued, or until revoked under the provisions of this article.~~

Secs. 8-15~~67~~—8-157.99. - Reserved.

DIVISION 2. - ITINERANT VENDORS AND MOBILE STREET VENDORS

Subdivision I. - In General

Sec. 8-157.100. - Definitions.

For the purpose of this division the following terms shall have the following meanings:

Applicant means each individual person associated as a mobile street vendor, or itinerate vendor as defined in this Article.

Business means the purchase and sale of goods in an attempt to make a profit.

Business days means the number of city working days specified, excluding Saturday, Sunday, a legal city holiday, and days where the city hall has been ordered closed by the city manager, mayor, or city council.

Calendar days means the number of days specified in a yearly calendar.

City means the City of Elgin, Texas.

~~*Commissary, also known as a central preparation facility, is a licensed food establishment that fully meets the Texas Food Establishment Rules. It is used by the vendor to store supplies, prepare food, and package items.*~~

Commodity means goods, wares, or merchandise including but not limited to: Fruits, vegetables, farm products or provisions, dairy products, pets, animals, fish, game, poultry, meat, plants, flowers, appliances, wearing apparel, jewelry, ornaments, art work, cosmetics and beauty aids, health products, medicines, household or garden items or furnishings, food of any kind, whether or not for immediate consumption, confections or drinks. Nothing in this article shall allow the exhibiting, display or sale of any merchandise that is indecent, profane, obscene, or vulgar.

Cottage food production operation. means an individual, operating out of the individual's home:

(a) Who produces at the individual's home, subject to V.T.C.A., Health and Safety Code § 437.0196:

(1) A baked good that is not a potentially hazardous food, as defined by V.T.C.A., Health and Safety Code § 437.0196;

(2) Candy;

(3) Coated and uncoated nuts;

(4) Unroasted nut butters;

(5) Fruit butters;

(6) A canned jam or jelly;

(7) A fruit pie;

(8) Dehydrated fruit or vegetables, including dried beans;

(9) Popcorn and popcorn snacks;

(10) Cereal, including granola;

(11) Dry mix;

(12) Vinegar;

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(13) Pickles;

(14) Mustard;

(15) Roasted coffee or dry tea; or

(16) A dried herb or dried herb mix.

(b) Has an annual gross income of \$50,000.00 or less from the sale of food described by subsection (a).

(c) Sells the foods produced under subsection (a) only directly to consumers through a farmers' market, a farm stand, or a municipal, county, or nonprofit fair, festival, or event; and

(d) Delivers products to the consumer at the point of sale or another location designated by the consumer.

Department means the Police Department for mobile street vendors and the Development Services Department for itinerant vendors.

Drive-thru means an area designed to allow customers to place orders while remaining in their vehicles.

Educational facility means a private or public elementary school, middle school, high school, or university.

~~Historic district means the area inside of the cities incorporated boundaries of the city and as so designated by ordinance adopted by city council.~~

Hospital means an institution providing medical and surgical treatment and nursing care for sick or injured people.

Interstate commerce means soliciting, selling, or taking orders, or offering to take orders, for any commodity or services which, at the time the order is taken, are in or will be produced in any federal district or territory, any commonwealth, or any state other than Texas, and shipped or introduced into this city in the fulfillment of such orders.

Itinerant vendor means any person who exhibits, displays, sells, or offers for sale any commodity ~~from a stand located on public or private property or on the streets of the city.~~ This definition does not include:

~~(a1)~~ A door-to-door "peddler" or "solicitor" as defined in this code;

~~(b2)~~ Activities authorized by a "special event permit" issued pursuant to this code;

~~(c3)~~ "Temporary use permit" pursuant to the city's ~~unified development zoning~~ code; and

~~(d4)~~ Persons selling agricultural products, which are raised or produced by them, within the city authorized public sales of farm goods.

~~(e)~~ Mobile street vendors.

Mobile street vendors means any persons who offers food or drink or other commodities for sale from a motor vehicle or any other conveyance such as a push cart in a public place. This definition does not include an itinerant vendor.

Motor vehicle means every motor vehicle or any other conveyance such as a push cart used to vend food or drink on city streets.

Operator means any person, firm or corporation who owns, leases, contracts or in any other manner operates or permits a person to operate upon the city streets any motor vehicles for the purpose of vending as herein defined.

~~Parking lot means an area used for the parking of motor vehicles.~~

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~~Parking space means a permanently surfaced area, enclosed or unenclosed, sufficient in size to store one (1) vehicle together with a permanently surfaced driveway connecting the parking space with a street or alley and permitting ingress of a vehicle.~~

Picnic table means a table that is designed for picnicking and that typically has adjacent or attached benches for sitting.

Stand means the ground, or any place, showcase, table, bench, rack, handcart, pushcart, stall, booth, trailer, vehicle or any other fixture or device or thing that is used for the purpose of displaying, exhibiting, carrying, transporting, storing, selling or offering for sale any commodity.

State means the State of Texas.

Street means all areas legally open to public use as public streets, and sidewalks, roadways, highways, parkways, alleys and any other public way.

Vend or vending means offering food or drink for sale from a motor vehicle on the city streets.

Vendor's court means an independent, specifically dedicated, and permanent facility where two (2) or more mobile street or itinerant vendors may set up and operate in accordance with the city zoning code.

Sec. 8-157.101. - Applicability.

The special provisions set forth in this article shall apply to mobile street vendors, itinerant vendors, and operators as herein defined and shall supersede any conflicting provisions found elsewhere in the city code.

Sec. 8-157.102. - Penalty; impoundment of vehicles; enforcement.

(a) ~~—Fine.~~ Any person who violates or fails to comply with the provisions of any section of this article is guilty of a class C misdemeanor and upon conviction shall be punishable by a fine as provided in the general penalty section 1-15, general penalty for violations of this Code.

(b) Impoundment. A peace officer may impound a vehicle used for the sale of a commodity which is placed, parked, or maintained on a street in violation of this article.

~~(c) Right of entry. Any peace officer or code enforcement officer is empowered to enter upon private property and take such action to enforce this Division.~~

Sec. 8-157.103. - ~~Itinerant vendor~~ time restrictions.

~~No itinerant vendor may conduct business activities defined in this article, without prior invitation or appointment with the occupant of the premises, before 9:00 a.m. and after 8:00 p.m. on any day.~~

~~(a) Regular hours for business without site lighting on private property. No business shall be open to customers before 7:30 a.m. or after 5:30 p.m. on a site without lighting.~~

~~(b) Regular hours for businesses with site lighting on private property. No business shall be open to customers before 7:00 a.m. or after 8:00 p.m. on a site with lighting.~~

~~(c) Regular hours for businesses on public property. No business shall be open to customers before 7:00 a.m. or after 8:00 p.m.~~

Sec. 8-157.104. - Itinerant vendor location and operation.

The following rules and regulations shall be complied with by each itinerant vendor. It shall be unlawful for any itinerant vendor to sell or attempt to sell any commodity:

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- ~~(a1) By means of any outcry, sound, speaker or amplifier, or any instrument, or device, which can be heard for a distance greater than 300 feet; Certain advertising methods prohibited. Vendors may not use amplifiers, loudspeakers, musical instruments, or any other devices to produce sound.~~
- ~~(b2) Distraction devices prohibited.~~ In any manner that distracts drivers, such as by displaying fluttering, undulating, rotating, spinning or waving devices, whether or not such devices are for sale;
- ~~(c3) Distance prohibitions.~~ Within 1,000 feet of a hospital, ~~college, elementary school, middle school or high school or educational facility;~~
- ~~(4) Inside the boundaries of the historic district without warrant approval by the historic review board commission;~~
- ~~(5d) Mobility prohibitions.~~ In such a way that pedestrian or motor vehicle traffic is obstructed;
- ~~(6e) Blocking traffic control signs prohibited.~~ In such way that obstructs traffic signals or regulatory signs;
- ~~(7f) Signs not in compliance with sign code.~~ Having signage that is not in compliance with the provisions of the ~~unified development sign~~ code; or
- ~~(8g) Traffic hazard prohibition.~~ —In such a place or in a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create a nuisance, increase traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to city vehicles, including emergency and sanitation vehicles.
- (h) -Property owner permissions. Documentation must be submitted indicating that vendor has the following permissions in place from the property owner:
 - (1) The property owner must give written permission for the business to operate on their property.
 - (2) The property owner must give written permission for employees to use their onsite restroom facilities.
 - (3) The property owner must give written permission for the business to use their onsite grease-trap if one has not been provided to the vendor if they are serving food.
 - (4) The property owner must give written permission for the business to dispose of their and customers trash receptacles onsite.
- (i) Items required in and around vendor. The vendor must be equipped with the following:
 - (1) Covered trash receptacles inside unit / vehicle if the unit/vehicle has the ability of allowing people inside of it.
 - (2) Trash receptacle for customers.
 - (3) Self-contained pressurized (by pump) hot and cold potable water system if the unit / vehicle has the ability of allowing people inside of it and if the vendor serves food.
 - (4) Hand washing sink if the unit/vehicle has the ability of allowing people inside of it and if the vendor serves food.
 - (5) A three (3) compartment ware wash sink (must have capacity for largest piece of ware/equipment) if the unit/vehicle has the ability of allowing people inside of it and if the vendor serves food.
 - (6) A permanently installed wastewater holding tank that is a minimum fifteen (15) percent greater in size than potable water capacity, if the vendor serves food.

Exhibit "A"

Mobile street vendors shall be required to comply and it shall be an offense not to comply with any of the following special requirements:

- (a4) Vending only when vehicle stopped. A person shall vend only when the motor vehicle is lawfully stopped.
- (b2) Vending only away from travel lane. A person shall vend only from the side of the motor vehicle away from moving traffic and as near as possible to the curb or side of the street.
- (c3) Vending to customer in street prohibited. A person shall not vend to a person standing in the roadway.
- (d4) Certain location in street prohibition. A person shall not stop on the left side of a one-way street to vend.
- (e5) Location in congested area prohibited. A person shall not stop in a congested area where vending might impede or inconvenience the public.
- (f6) Adjacent to public school prohibited. A person shall not vend in a street adjacent to a public school.
- (g7) Intersection limitations. A person shall not stop a motor vehicle for purposes of vending within ~~400~~ 25 feet of a street intersection.
- (h8) Hours of operation prohibition. No mobile street vendor shall be in operation, doing business, or going from place to place before 7:00 a.m. or after 8:00 p.m. A violation of this subsection shall be a misdemeanor offense.
- (i9) Loudspeaker limitations. A mobile ~~food street~~ vendor shall not use any outcry, sound, speaker or amplifier, or any instrument, or device which can be heard for a distance greater than 300 feet.
- (j) Proof of insurance; maintain insurance. Mobile street vendors shall present sufficient evidence of vehicle insurance on any vehicle which will travel upon a public roadway. Vendor shall maintain insurance on vehicles during the life of the permit.
- (k) Vehicle to be parked within improved parking lot and designated parking space; proper orientation. Vehicle must be parked on an improved parking lot and within a designated parking space. Vehicle shall always be oriented properly within the parking stall.
- (l) Vehicle cannot impact parking lot access, pedestrian access, or designated fire lane. A vendor's location cannot impact access of vehicles through a parking lot or designated fire lane. They also cannot impact pedestrian access to the site.

Sec. 8-157.106. - Police officer's judgment deemed conclusive.

For purposes of this article, the judgment of a police officer exercised in good faith shall be deemed conclusive as to whether the area is congested or the public impeded or inconvenienced or a stop is for a temporary or stationary period of time.

~~Sec. 8-157.107. - Vendors in the historic district.~~

~~Any itinerant vendor or vendor operating out of a motor vehicle or trailer, as defined in the Texas Transportation Code, that wishes to locate within the historic district, as described in section 8-156 of this article, shall submit an application for modification to the Elgin Historic Review Board. This section does not apply to special events and small market events. Motor vehicles that sell food items shall be designed and intended for vending. Ordinary vehicles, vans, and pick-up trucks shall not be permitted for food vending operations. The International Property Maintenance Code, International Residential Code, federal, state and county codes, and all other applicable codes and ordinances adopted by the city shall apply to the designated vendor zone regarding structures and properties.~~

Exhibit "A"

Sec. 8-157.107. – Charging and remittance of sales tax to city when business transacted in city limits.

The city reserves the right to perform audits to ensure that the city is the location for sales tax revenue and the city reserves the right to revoke permit for noncompliance.

Sec. 8-157.108. - Mandatory requirements for mobile street and itinerant -vendors

It shall be required to comply with the following standards to allow permitting:

(a) *Minimum person requirements.* To receive and hold a permit for a vendor permit, the applicant must meet each of the following minimum requirements:

- (1) Be at least eighteen (18) years of age.
- (2) Be a citizen of the United States.
- (3) Licensed by the state of Texas or another state within the United States to operate a vehicle.
- (4) Submit to the department a criminal history background from the State Department of Public Safety (DPS) if a State resident or the Federal Bureau of Investigation (FBI) if not a State resident. This background check must not be more than thirty (30) calendar days old from the time of application submittal. The applicant cannot have been convicted of any offense reportable by the city to the Texas Department of Public Safety or the Federal Bureau of Investigation under "Index Crimes" part I or other law enforcement reporting system (e.g. murder, non-negligent manslaughter, sexual assault, aggravated assault, robbery, burglary, theft, and motor vehicle theft).
- (5) Applicant cannot be wanted or on a wanted list for arrest.

(b) *State sales tax certificate.* Remittance of sales tax to city for business in city limits. All vendors must provide the city with a copy of state sales tax certificate. All sales within the city limits shall be billed as taxable to the city.

(c) *Required food handler's license.* All employees must have a valid food handler's license issued from the applicable county if the vendor specializes in food preparation.

(d) *Required county approval for health permits.* Vendor shall have and provide all county approvals regarding health permits if the vendor specializes in food preparation.

(e) *Vendor to adhere to city codes.* Vendor must adhere to all adopted city codes, including but not limited to, zoning, building, fire, plumbing, electrical, mechanical, and fuel-gas.

(f) *Distancing standards for vendors.* The following minimum distances shall be maintained by each vendor:

- (1) *Minimum distance between vendors.* Vendors shall maintain a minimum distance of ten (10) feet as measured between each exterior of the building, structure, or vehicle.
- (2) *Minimum distancing between air intakes/openings and engine driven sources of power.* Vendors shall maintain a minimum distance of twelve (12) feet in all directions between air intakes/opening and engine driven sources of power.
- (3) *Minimum distancing between ingress/egress and engine driven sources of power.* Vendors shall maintain a minimum distance of twelve (12) feet in all directions between ingress/egress for vending unit and engine driven sources of power.
- (4) *Engine driven sources of power limitations in relation to buildings and vendors.* All engine driven sources of power emission points shall be directed away from buildings and other vendors.

(g) *Certain uses only allowed in vendors courts.* The following items may only be allowed in vendors court.

- (1) Customer seating area(s).

Exhibit "A"

(2) Picnic table(s).

(3) Drive-thru(s).

Sec. 8-157.109 – Additional requirements for itinerant vendors.

(a) Electric requirements. Electricity shall be used from a generator or an electrical outlet that is in conformance with the City adopted National Electrical Code, including amendments thereto. Electric cord connections for power usage, not in conformance with the City adopted National Electrical Code, shall be prohibited.

(b) Plumbing requirements. Vendors may connect to the water and wastewater systems only in accordance with the City Utility Code and the City adopted International Plumbing Code, including amendments thereto. Water not handled from a central utility shall be obtained from an internal-source tank. Wastewater not handled from a central utility shall be handled with an internal tank which may not be emptied into the city sewer system.

(c) Fuel gas requirements. Gas shall be from a propane tank or a connection to central gas in accordance with the applicable fuel-gas entity and with the City adopted plumbing and fuel-gas codes.

Sec. 8-157.110 - Inspections

The City shall have the right to inspect every vendor and inspect at any time during business hours. The person operating the vendor shall permit access to all parts of the establishment and shall permit inspection and copying of all records related to purchases. The City shall be allowed to take photographs as part of the inspection process.

Secs. 8-157.108~~11~~—8-157.129. - Reserved.

Subdivision II. - Permit

Sec. 8-157.130. - Required.

It shall be unlawful for any itinerant vendor or mobile street vendor to engage in business as defined in this article within the incorporated city limits without first obtaining a vendors permit from the city.

Sec. 8-157.131. - Application.

Any ~~person~~ applicant desiring to engage in activities as an itinerant vendor or mobile street vendor within the city must file a written application for permit with the ~~city manager or his/her designee~~ Department at least 24 days prior to the initial contemplated sale or exhibit. Each applicant shall provide the following information:

(a) Full name and address of the itinerant vendor, including current telephone number;

(b) Proof of identity, including date of birth, a copy of a current driver's license or identification card ~~and a recent photographic likeness of the applicant's face~~;

(c) The location of the applicant's principal office and place of business;

(d) If the applicant is employed by another, the names, dates of birth, and addresses of the person, firm, association, organization, company or corporation;

(e) A complete department of public safety (DPS) criminal history, issued within ninety (90) calendar days of the date of application, for the applicant and each individual involved and/or the owners of the entity making the application, as well as for all workers, helpers, employees, assistants, agents or other persons who will be on the site;

Exhibit "A"

- (6f) If a motor vehicle is to be used, a description of the vehicle together with the vehicle identification number and license plate number;
- (7g) If the vending is to occur on private property, written proof of the property owner's permission must accompany the application, and must include a statement from the owner as to the exact dates and times that the applicant is allowed to conduct itinerant vendor activities on the owner's property;
- (8h) A statement detailing the type and character of the commodity to be sold, offered for sale or exhibited. Nothing in this chapter shall allow the exhibiting, display or sale of any merchandise that is indecent, profane, obscene, or vulgar;
- (9i) A copy of the applicant's state limited sales and use tax permit; and
- (10j) If the commodity being vended is food or drink, a copy of the Bastrop County Cities and Health District permit.
- (k) If the vendor is located on private property and is not a motor vehicle, they shall provide a site plan indicating the following:
 - (1) Setbacks from structures and property lines;
 - (2) Electrical service connection (if connecting to central utilities);
 - (3) Water and wastewater connection (if connecting to central utilities);
 - (4) Natural gas connection (if connecting to central utilities);
 - (5) Outside equipment or accessories.
 - (6) Designated parking areas for the business in accordance with zoning code.
 - (7) Location of all site lighting around the unit.
 - (8) Indicate the type of surface the vending unit currently occupies.

Sec. 8-157.132. - Exemptions.

The provisions of this article concerning permit requirements shall not apply to persons who come within any of the following classifications:

- (a1) ~~Persons engaged in a business or activity which the state or federal government has exclusive authority to regulate.~~ Sales mandated under State law. Sales made under authority of a state statute or by order of any court;
- (b2) Garage sales. Persons living in the city that holds a garage sale, in accordance with section 46-1, zoning (definitions).
- (c3) Property owner invitation. Persons engaged in business activity at the express invitation of the occupant or owner of such house or business.
- (d4) ~~Individuals, who are engaged in, belonging to, or member of, an entity of the Elgin Independent School District; a qualified civic organization; 501c3 nonprofit organization; or religious organization, as determined by the chief of police, for the express purpose of fundraising, when no other permits are required. Determination of chief of police may be appealed to the city council if written notice is filed with the city secretary within ten days of said determination.~~ Non-commercial purpose. The sale of goods or services for noncommercial purposes or causes, whether community service, charitable, civic, religious, or educational.
- (e5) ~~Governmental entities.~~ Government approval of special event. The sale of goods which occurs during organized community and special events held by the authority of agreements or special permits issued by the city or held upon public premises or in or upon public parks under the auspices or sponsorship or within the regular administration of the parks and recreation department of the city; or

Exhibit "A"

(f6) Lemonade stands and similar activities conducted and operated entirely by children under the age of 16 years and upon the private residential premises of such children.

(7g) Cottage food production operations.

(8h) Exhibitions or conventions. Persons or transactions associated with bona fide trade shows, exhibits, expositions or conventions where all transactions of purchase, sale or exchange are made in connection with such trade show, exhibit, exposition or convention and within the confines of the approved area of the trade show, exhibit, exposition or convention sites;

(40i) Newspaper carriers and vending machines.

Sec. 8-157.133. ~~— Fees~~ and exception to fees and duration.

(a) Fees. The permit application shall be accompanied by fees for each vehicle or stand used in vending in accordance with the fee schedule ~~in section 1-15, general penalty for violations of this Code.~~

(b) Exception. No fee shall be charged to any bona fide certified charitable, religious, educational, or philanthropic organization, or persons engaged in interstate commerce.

(c) Fees to be paid before permit issuance. All fees shall be paid by the applicant before issuance of a permit.

Sec. 8-157.134. - ~~Historic district permit duration~~ Reserved.

~~One hundred eighty days for itinerant vendors and vendors operating out of a trailer, as defined by the Texas Transportation Code, within the designated vendor zone within the historic district, or until revoked under the provisions of this article.~~

Sec. 8-157.135. - Issuance; permit nontransferable; display.

Upon receipt of a completed application and fees, the ~~city manager or his/her designee~~ Department shall review the application and consider the issuance of a permit authorizing the sale, exhibit for sale, offer for sale, or exhibit for the purpose of taking orders for the sale thereof, in the city for a period not to exceed ~~180 days~~ one (1) year from the date of issuance. The permit is not transferable or assignable. The ~~itinerant vendor permit, or mobile street vendor permit~~ must be conspicuously displayed at all times during the operation of the vending business. ~~A person commits an offense under this article if the person fails to display the itinerant vendor permit or mobile street vendor permit to a peace officer or code enforcement officer during the time the person is operating at the permitted location.~~

Sec. 8-157.136. - Denial.

The ~~city manager or his/her designee~~ Department may not issue a permit under this section unless it ~~the city's engineer (or his/her designee)~~ has reviewed the request for a permit and determines that the proposed location:

(4a) No TXDOT approval on state right-of-way. Has not been approved by the Texas Department of Transportation ~~engineer~~ if the location involves a right-of-way covered by a ~~state-city-municipal~~ maintenance agreement;

(2b) Accident limitations. Has been the site of more than three (3) motor vehicle accidents during the twelve (12) ~~-month~~ period immediately preceding the date of the application;

(3c) Lack of parking spaces. Has a no turnout, curbside parking, or other parking space available that may be used to transact a sale;

Exhibit "A"

- (4d) Excessive movement. ~~Is not e~~Expected to cause excessive vehicle delays, vehicle surges, or lane changes;
- ~~(5) Has customary street traffic volumes that do not significantly impede the flow of vehicular traffic;~~
- (6e) Does not comply with State law. ~~Does not Complies~~ comply with the provisions of V.T.C.A, Texas Transportation Code § 552.007 (solicitation by pedestrians) and V.T.C.A., Texas Penal Code § 42.03 (obstructing highway or other passageway);
- (7f) Block's access. Is ~~not~~ expected to cause or significantly contribute to street congestion or make access to abutting public or private property unreasonable inconvenient or hazardous;
- (8g) Does impede traffic flows. Is ~~not~~ expected to impede the flow of street traffic to make the use of the street unreasonably inconvenient or hazardous; or
- (9h) Other vendors at location; failure to pay fees/fines. If other permits are issued for that location for the same time period(s), and whether the applicant failed to pay any outstanding debts, fines, or fees owed to the city or a consumer.
- (i) City Code violation. The Department may deny a permit if violating any other applicable City Code.

Sec. 8-157.137. - Renewal.

A permit may be renewed, provided an application for renewal and permit fees are received by the city no later than the expiration date of the current permit. Any application received after that date shall be processed as a new application. The ~~city manager or his/her designee~~ Department shall review each application for renewal, and upon determining that the applicant is in full compliance with the provisions of this article, shall issue a new permit.

Sec. 8-157.138. - Suspension and revocation.

- (a) In addition to the penalties contained herein, any permit issued under this article may be suspended or revoked for any of the following reasons:
 - (1) Knowingly false statement on permit. Fraud, misrepresentation or knowingly making a false statement in the application for the permit;
 - (2) Knowingly false statement on business. Fraud, misrepresentation or knowingly making a false statement in the course of carrying on the business of vending;
 - (3) Failure to fully reimburse customer. Refusing to fully reimburse consumer if provided with timely notice of the consumer's intent to cancel the transaction and return of the commodity;
 - (4) Violation of permit. Conducting the business of vending in any manner contrary to the conditions of the permit or this article;
 - (5) Public nuisance. Conducting the business of vending in such a manner as to create a public nuisance, cause a breach of peace, constitute a danger to the public health, safety, welfare or morals, or interfere with the rights of abutting property owners; or
 - (6) Failure to collect and disperse sales tax. ~~Failure to collect sales tax revenue when inside the City and remitting to City.~~
 - (7) Failure to display permit. ~~Failure to display the vendor permit to a peace officer or code enforcement officer during the time the person is operating at the permitted location.~~
 - (8) Becomes ineligible due to criminal activity. ~~Applicants have been or becomes convicted of any offense reportable by the city to the Texas Department of Public Safety or the Federal Bureau of Investigation under "Index Crimes" part I or other law enforcement reporting system (e.g. murder, non-negligent manslaughter, sexual assault, aggravated assault, robbery, burglary, theft, and motor vehicle theft).~~
 - (9) Establishing certain uses outside a vendor's court. ~~Establishing customer seating areas, picnic tables, or drive-thrus associated with the vendor outside of a vendor's court.~~

Exhibit "A"

(10) Violating other City Codes. Violating any other applicable city code provision.

- (b) The ~~city manager or his/her designee~~ Department shall provide written notice of the suspension or revocation in a brief statement setting forth the complaint, the grounds for suspension or revocation, and notifying the permitted itinerant vendor or mobile street vendor permit of the right to appeal. Such notice shall be mailed to the address on the itinerant vendor application by certified mail, return receipt requested, or presented in person or via hand delivery to the itinerant vendor.
- (c) If the city revokes an itinerant vendor permit or mobile street vendor permit, the fee already paid shall be forfeited. A person whose permit has been revoked under this article may not apply for a new permit for a period of one (1) year from the date that the revocation took effect.

Secs. 8-157.139—8-157.169. - Reserved.

DIVISION 3. - OTHER STREET VENDORS

Sec. 8-157.170. - Applicability.

The special provisions set forth herein shall apply to other street vendors as herein defined and shall supersede any conflicting provisions found elsewhere in the city code.

Sec. 8-157.171. - Appeals.

- (a) If the ~~city manager or his/her designee~~ Department denies the issuance of a permit, suspends or revokes a permit, or orders the cessation of any part of the business operation conducted under the permit, the aggrieved party may appeal the decision in writing to the city council within three (3) business days of the action. If a request for an appeal is not made within three (3) business days, the decision becomes final. The city council shall hear the appeal at the next available city council meeting.
- (b) The filing of an appeal stays the action of the ~~city manager~~ Department in suspending or revoking a permit or any part of the business operation being conducted under such permit until the city council makes a final decision, unless the city manager determines that continued operation of the vending business constitutes an imminent and serious threat to the public health or safety, in which case the city shall take or cause to be taken such action as is necessary to immediately enforce the suspension, revocation or order.

Secs. 8-158—8-188. - Reserved.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO UTILIZE THE “CONSTRUCTION MANAGER AT RISK” DELIVERY METHOD FOR THE DESIGN AND CONSTRUCTION OF THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration of a Resolution authorizing the “Construction Manager at Risk” delivery method for design and construction of the new City of Elgin Police Department Station.

BACKGROUND:

On numerous occasions earlier this year, city staff has submitted, reviewed, and discussed its recommendations to Council on the proposed issuance of Certificates of Obligation designed to fund a wide range of capital improvement projects in support of general government – including the County Line Road Phase 1 Project and a new Elgin Police Department Station.

The staff Building Committee has begun the planning process for this project and has determined the “Construction Manager at Risk” delivery method to be the most effective and timely development approach to this project.

State law permits to utilize this method when entering into contracts for construction of buildings and/or facilities; but also requires formal approval by the City Council to start the process.

This action is solely to allow for the RFQ/RFP process to begin, and the consideration of qualifications and/or project bids. Any construction contract or substantial costs not already approved in the operating will require further Council authorization.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing the “Construction Manager at Risk” delivery method for design and construction of the new City of Elgin Police Department Station; and direction to staff, if any, regarding same.

ATTACHMENTS: Resolution

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO UTILIZE THE
“CONSTRUCTION MANAGER AT RISK” DELIVERY METHOD
FOR THE DESIGN AND CONSTRUCTION OF THE NEW CITY
OF ELGIN POLICE DEPARTMENT STATION; AND MAKING
CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein; and,

WHEREAS, the City of Elgin is considering using an alternative method other than competitive bidding in entering into a contract for the construction of a new City of Elgin Police Department Station (“Project”); and,

WHEREAS, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity; and,

WHEREAS, the Council has determined that the Project would be best served by utilizing the “Construction Manager at Risk” method; and,

WHEREAS, Texas Government Code, Section 2269.056(a) mandates the “governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity”; and,

WHEREAS, the City Council desires to comply with all requirements of the statute.

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

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

Section 2. Authorization. In accordance with Texas Government Code §2269.056(a), the Council has determined that “Construction Manager at Risk” is the delivery method which provides the best value for the new City of Elgin Police Department Station in Elgin, Texas.

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 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, PROVIDING A RECOMMENDATION OF A POLLING LOCATION WITHIN THE CITY OF ELGIN IN SUPPORT OF THE BASTROP COUNTY COUNTYWIDE POLLING PLACE PROGRAM AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration of a Resolution providing a recommendation to Bastrop County on a possible location for a polling place within the city for the Countywide Polling Place Program.

BACKGROUND:

The Bastrop County Commissioner's Court has created a Vote Center Advisory Committee to assist with the consideration of polling locations for a Countywide Polling Place Program; and has requested a recommendation from the City on a possible location in Elgin.

The Bastrop County Elections Administrator has assessed the 3 possible city-owned locations for this purpose and offers the following assessment(s):

Elgin Public Library:

Pros: Well known to the voters, ADA Compliant, adequate space for voting

Cons: Space used for City Council and other meetings, limited parking

Fleming Center:

Pros: Adequate space for voting, ADA Compliant, space not as frequently used for other purposes

Cons: Limited street parking, additional signage would be needed to direct voters to use back parking lot and ADA entrance, interior signage needed to direct voters to voting room

Rec Center:

Pros: Adequate space for voting, ADA Compliant, more than adequate parking, back parking lot could be used for voter parking/entrance to limit interference with other Rec Center services

Cons: Space used for other purposes (Classes and rentals)

It should be noted that while staff supports the goals of this program, the staff recommendation would be to not consider the Recreation Center as a polling place. Designating it for this purpose would greatly compromise the City's general use of its best building that is in high demand throughout the year.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution providing a recommendation on a possible location for a polling place within the city for the Bastrop Countywide Polling Place Program; and direction to staff, if any, regarding same.

ATTACHMENTS: Resolution

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
PROVIDING A RECOMMENDATION OF A POLLING
LOCATION WITHIN THE CITY OF ELGIN IN SUPPORT
OF THE BASTROP COUNTY COUNTYWIDE POLLING
PLACE PROGRAM AND PROVIDING FOR RELATED
MATTERS.**

WHEREAS, the Bastrop County Commissioner's Court has created a Vote Center Advisory Committee to assist with the consideration of polling locations for the Countywide Polling Place Program; and,

WHEREAS, the Bastrop County Elections Administrator, on behalf of the Commissioner's Court, has requested a recommendation from the City of Elgin on a possible location for the Countywide Polling Place Program within the city; and

WHEREAS, the Elgin City Council has reviewed and considered the potential polling locations that would serve the best interests of Elgin citizens and the goals of the proposed Countywide Polling Place Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, 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. Recommendation. The Mayor and City Council do hereby recommend the _____ at _____ as the preferred polling locations for the Bastrop Countywide Polling Place Program.

Section 3. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

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

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF CITY OF ELGIN, TEXAS ADOPTING TEXAS TERM SHEET FOR OPIOID SETTLEMENT

DEPARTMENT: City Council

PROPOSED ACTION: Approval of the Resolution

BACKGROUND: Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson. The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J. Distribution within Texas is handled through the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the Resolution

ATTACHMENTS: Draft Resolution, Subdivision Settlement Participation Forms, and Texas Term Sheet

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

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

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

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

RESOLUTION NO. _____

WHEREAS, the City of Elgin (“City”) obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conducts, and misconduct have resulted in significant financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (the “Texas Term Sheet”) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as Exhibit “A,” incorporated herein by reference for all purposes;

WHEREAS, Special Counsel and the State of Texas have recommended that the City support the adoption and approval of the Texas Term Sheet in its entirety; Now Therefore

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

1. The City Council supports the adoption and approval of the Texas Term Sheet in its entirety; and
2. The City Council finds as follows:
 - A. There is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City; and
 - B. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS’ OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET, attached hereto as Exhibit “A.” The City Council understands that the purpose of this

Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. The City Council also understands that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in the City and throughout Texas.

3. The Mayor is authorized to execute the Subdivision Settlement Participation Forms attached hereto as Exhibit “B,” and incorporated herein by reference for all purposes, required for receipt of the City’s allocation of opioid settlement funds as set forth in the Texas Term Sheet.
4. 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.

RESOLVED this 16th day of November, 2021.

RON RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

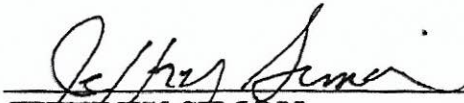


KENNETH PAXTON, JR.
ATTORNEY GENERAL

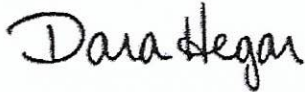
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



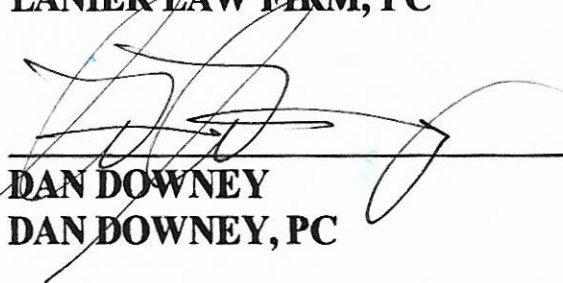
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. *Administration*

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windercrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnnsboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE WATER STORAGE TANKS REPAINT PROJECT TO HOGAN'S, INC. OF VAN BUREN, MISSOURI; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration of a Resolution to authorize the award of a bid award to *Hogan's, Inc.* of Van Buren, Missouri, in the total amount of \$493,290.00 for the Water Storage Tanks Repaint Project as part of the 2021 Certificates of Obligation Program.

BACKGROUND:

Discussed at previous meetings; The City Council previously approved the issuance the 2021 Certificates of Obligation in the principal amount of \$14.8M to provide funding for a wide range of water and wastewater system improvements.

One such project included in the approved 2021 Certificates of Obligation Program is the Water Storage Tanks Repaint Project. While resurfacing/recoating of public water system storage tanks is a reoccurring maintenance item, the surface on four (4) of the City's (6) water storage tanks are well past their useful and are currently in need of both interior and exterior reconditioning. The tanks that will be resurfaced with this project will not require similar maintenance for the next 15-20 years.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing the award of a bid award to Hogan's, Inc. of Van Buren, Missouri, in the total amount of \$493,290.00 for the Water Storage Tanks Repaint Project as part of the 2021 Certificates of Obligation Program; and direction to staff, if any, regarding same.

ATTACHMENTS:

(1) Resolution, (2) City Engineer's recommendation, and (3) a copy of the bid tabulation

{ } 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.



05 East Hurland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

November 1, 2021

Honorable Ron Ramirez, Mayor and City Council
City of Elgin
310 North Main
Elgin, Texas 78621

Attn: Mr. Thomas Mattis, City Manager

**RE: Elgin Water Storage Tanks Repaint Project
Bid Recommendation**

Dear Mayor Ramirez and Council Members:

Thirteen (13) sealed bids were received at Elgin City Council Chambers on October 28, 2021 at 11:00 A.M. for the above-referenced project. The base bids and additive alternates ranged from \$493,290.00 from Hogan's, Inc. of Van Buren, Missouri to \$984,105.00 from Blastco Texas Inc. of Channelview, Texas. A detailed bid tabulation is attached for your reference. The construction completion period is one-hundred eighty (180) consecutive calendar days.

The project consists of repaint improvements to the WTP 0.5 MG GST, WTP 0.327 MG GST, 2nd Street 0.5 MG EST, and Elgin Oaks 0.050 MG EST (Additive Alternate), that will incorporate an abrasive blast and recoat of the tank interior, and a pressure wash and recoat of the tank exterior. The tanks that will be painted under this construction contract will not need maintenance for another 15-20 years. See attached spreadsheet showing the last time that the tanks were painted.

It is recommended that Hogan's, Inc. be awarded the construction project in the amount of \$493,290.00. Hogan's, Inc. is the lowest bidder and is being recommended due to the references and qualification provided by the lowest bidder. TRC conducted reference checks on projects supplied by the contractor and found that Hogan's, Inc. has completed the projects to the satisfaction of the Owner's and Engineer's. The Contractor has a bid bond and will be required to furnish a Standard Form of Agreement, Performance Bond and Payment Bond to the City.

If you have any other questions or comments, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Beau Perry'.

K. Beau Perry, P.E.
Vice President

cc: Michael Gonzalez, City of Elgin

Attachment: Bid Tabulation, Existing Tanks Spreadsheet, and Contractor Reference Check

CTIY OF ELGIN
Water Storage Tanks Repaint Project
Bid Tabulation
October 28, 2021 - 11:00 AM



				Hogan's, Inc. 2787 Carter Route M Van Buren MO, 63965		Nova Paintings, LLC 4830 Wilson Rd, STE 300 pmb 115 Humble, TX 77396		Maguire Iron, Inc. PO Box 1446 Sioux Falls, SD 57101	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	Performance and Payment Bonds	1	LS	\$10,199.00	\$10,199.00	\$6,000.00	\$6,000.00	\$750.00	\$750.00
P.2	Mobilization/Demobilization	1	LS	\$19,500.00	\$19,500.00	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00
P.3	WTP 0.5 MG GST Interior	1	LS	\$91,806.00	\$91,806.00	\$70,000.00	\$70,000.00	\$143,150.00	\$143,150.00
P.4	WTP 0.5 MG GST Exterior	1	LS	\$27,350.00	\$27,350.00	\$40,000.00	\$40,000.00	\$49,000.00	\$49,000.00
P.5	Remove and Install Tank Vent on WTP 0.5 MG GST	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00
P.6	WTP 0.327 MG GST Interior	1	LS	\$65,062.00	\$65,062.00	\$75,000.00	\$75,000.00	\$89,750.00	\$89,750.00
P.7	WTP 0.327 MG GST Exterior	1	LS	\$19,436.00	\$19,436.00	\$40,000.00	\$40,000.00	\$34,000.00	\$34,000.00
P.8	2nd Street 0.500 MG EST Interior	1	LS	\$93,744.00	\$93,744.00	\$115,000.00	\$115,000.00	\$78,150.00	\$78,150.00
P.9	2nd Street 0.500 MG EST Exterior	1	LS	\$63,803.00	\$63,803.00	\$55,000.00	\$55,000.00	\$84,000.00	\$84,000.00
P.10	Remove and Install Tank Vent on 2nd Street 0.500 MG EST	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00
P.11	Regrade/Reseed all Tank Sites	1	LS	\$9,900.00	\$9,900.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
TOTAL BASE BID					\$410,800.00		\$446,000.00		\$502,300.00
ADDITIVE ALTERNATE BID									
P.A.1	Elgin Oaks 0.050 MG EST Interior	1	LS	\$27,936.00	\$27,936.00	\$50,000.00	\$50,000.00	\$32,900.00	\$32,900.00
P.A.2	Elgin Oaks 0.050 MG EST Exterior	1	LS	\$24,754.00	\$24,754.00	\$120,000.00	\$120,000.00	\$38,000.00	\$38,000.00
P.A.3	WTP 0.327 GST Install Splash Pad	1	LS	\$3,200.00	\$3,200.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00
P.A.4	WTP 0.327 GST Repair Foundation Spalling	1	LS	\$1,300.00	\$1,300.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00
P.A.5	WTP 0.327 GST Grade Ground away from Foundation	1	LS	\$25,300.00	\$25,300.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
TOTAL ALTERNATE BID					\$82,490.00		\$210,000.00		\$82,900.00

CTIY OF ELGIN
Water Storage Tanks Repaint Project
Bid Tabulation
October 28, 2021 - 11:00 AM



				Gulf States Protective Coatings 201 N. 16 La Porte, TX 77571		D&M TANK, LLC 6901 Mansfield Cardinal Rd Kennedale, TX 76060		Utility Service Co., Inc. 535 Courtney Hodges Blvd Perry, Georgia 31069	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	Performance and Payment Bonds	1	LS	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00	\$5,100.00	\$5,100.00
P.2	Mobilization/Demobilization	1	LS	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$15,400.00	\$15,400.00
P.3	WTP 0.5 MG GST Interior	1	LS	\$165,000.00	\$165,000.00	\$120,100.00	\$120,100.00	\$155,700.00	\$155,700.00
P.4	WTP 0.5 MG GST Exterior	1	LS	\$41,000.00	\$41,000.00	\$52,000.00	\$52,000.00	\$29,100.00	\$29,100.00
P.5	Remove and Install Tank Vent on WTP 0.5 MG GST	1	LS	\$4,500.00	\$4,500.00	\$8,200.00	\$8,200.00	\$4,500.00	\$4,500.00
P.6	WTP 0.327 MG GST Interior	1	LS	\$100,000.00	\$100,000.00	\$79,000.00	\$79,000.00	\$105,200.00	\$105,200.00
P.7	WTP 0.327 MG GST Exterior	1	LS	\$26,000.00	\$26,000.00	\$39,600.00	\$39,600.00	\$21,200.00	\$21,200.00
P.8	2nd Street 0.500 MG EST Interior	1	LS	\$79,000.00	\$79,000.00	\$89,450.00	\$89,450.00	\$90,800.00	\$90,800.00
P.9	2nd Street 0.500 MG EST Exterior	1	LS	\$61,000.00	\$61,000.00	\$90,000.00	\$90,000.00	\$74,500.00	\$74,500.00
P.10	Remove and Install Tank Vent on 2nd Street 0.500 MG EST	1	LS	\$4,500.00	\$4,500.00	\$8,200.00	\$8,200.00	\$4,500.00	\$4,500.00
P.11	Regrade/Reseed all Tank Sites	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$7,200.00	\$7,200.00
TOTAL BASE BID					\$511,500.00		\$511,550.00		\$513,200.00
ADDITIVE ALTERNATE BID									
P.A.1	Elgin Oaks 0.050 MG EST Interior	1	LS	\$30,110.00	\$30,110.00	\$31,600.00	\$31,600.00	\$46,300.00	\$46,300.00
P.A.2	Elgin Oaks 0.050 MG EST Exterior	1	LS	\$24,940.00	\$24,940.00	\$47,800.00	\$47,800.00	\$33,100.00	\$33,100.00
P.A.3	WTP 0.327 GST Install Splash Pad	1	LS	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$1,200.00	\$1,200.00
P.A.4	WTP 0.327 GST Repair Foundation Spalling	1	LS	\$1,500.00	\$1,500.00	\$7,200.00	\$7,200.00	\$2,000.00	\$2,000.00
P.A.5	WTP 0.327 GST Grade Ground away from Foundation	1	LS	\$6,500.00	\$6,500.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00
TOTAL ALTERNATE BID					\$68,050.00		\$114,100.00		\$87,600.00

CTIY OF ELGIN
Water Storage Tanks Repaint Project
Bid Tabulation
October 28, 2021 - 11:00 AM



				A&M Construction and Utilities, Inc. 4950 Grisham Dr. Rowlett, TX 75088		Classic Protective Coatings, Inc. N7670 State Road 25 Menomonie, WI 54751		Tank Pro, Inc. 5500 Watermelon Road Northport, AL 35473	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	Performance and Payment Bonds	1	LS	\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00	\$15,000.00	\$15,000.00
P.2	Mobilization/Demobilization	1	LS	\$10,000.00	\$10,000.00	\$32,000.00	\$32,000.00	\$10,000.00	\$10,000.00
P.3	WTP 0.5 MG GST Interior	1	LS	\$136,000.00	\$136,000.00	\$128,458.00	\$128,458.00	\$115,975.00	\$115,975.00
P.4	WTP 0.5 MG GST Exterior	1	LS	\$55,000.00	\$55,000.00	\$40,300.00	\$40,300.00	\$40,000.00	\$40,000.00
P.5	Remove and Install Tank Vent on WTP 0.5 MG GST	1	LS	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$6,900.00	\$6,900.00
P.6	WTP 0.327 MG GST Interior	1	LS	\$88,000.00	\$88,000.00	\$90,400.00	\$90,400.00	\$95,000.00	\$95,000.00
P.7	WTP 0.327 MG GST Exterior	1	LS	\$35,000.00	\$35,000.00	\$39,600.00	\$39,600.00	\$48,481.00	\$48,481.00
P.8	2nd Street 0.500 MG EST Interior	1	LS	\$90,000.00	\$90,000.00	\$118,400.00	\$118,400.00	\$110,000.00	\$110,000.00
P.9	2nd Street 0.500 MG EST Exterior	1	LS	\$120,000.00	\$120,000.00	\$110,800.00	\$110,800.00	\$147,250.00	\$147,250.00
P.10	Remove and Install Tank Vent on 2nd Street 0.500 MG EST	1	LS	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$6,900.00	\$6,900.00
P.11	Regrade/Reseed all Tank Sites	1	LS	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$4,500.00	\$4,500.00
TOTAL BASE BID					\$563,000.00		\$587,958.00		\$600,006.00
ADDITIVE ALTERNATE BID									
P.A.1	Elgin Oaks 0.050 MG EST Interior	1	LS	\$28,800.00	\$28,800.00	\$72,650.00	\$72,650.00	\$55,000.00	\$55,000.00
P.A.2	Elgin Oaks 0.050 MG EST Exterior	1	LS	\$45,500.00	\$45,500.00	\$122,775.00	\$122,775.00	\$45,377.00	\$45,377.00
P.A.3	WTP 0.327 GST Install Splash Pad	1	LS	\$14,000.00	\$14,000.00	\$6,200.00	\$6,200.00	\$1,000.00	\$1,000.00
P.A.4	WTP 0.327 GST Repair Foundation Spalling	1	LS	\$2,000.00	\$2,000.00	\$7,100.00	\$7,100.00	\$3,200.00	\$3,200.00
P.A.5	WTP 0.327 GST Grade Ground away from Foundation	1	LS	\$1,500.00	\$1,500.00	\$4,800.00	\$4,800.00	\$2,000.00	\$2,000.00
TOTAL ALTERNATE BID					\$91,800.00		\$213,525.00		\$106,577.00

CTIY OF ELGIN
Water Storage Tanks Repaint Project
Bid Tabulation
October 28, 2021 - 11:00 AM



				NG Painting, LP 1225 Bandera Hwy STE A2 Kerrville, TX 78028		TankCo Inc. 1516 Royster Rd Fort Worth, TX 76134		Viking Painting, LLC 10905 Harrison St La Vista, NE 68128	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PROPOSAL									
P.1	Performance and Payment Bonds	1	LS	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$2,500.00	\$2,500.00
P.2	Mobilization/Demobilization	1	LS	\$1,000.00	\$1,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
P.3	WTP 0.5 MG GST Interior	1	LS	\$160,000.00	\$160,000.00	\$180,000.00	\$180,000.00	\$169,000.00	\$169,000.00
P.4	WTP 0.5 MG GST Exterior	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$51,400.00	\$51,400.00
P.5	Remove and Install Tank Vent on WTP 0.5 MG GST	1	LS	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00
P.6	WTP 0.327 MG GST Interior	1	LS	\$100,000.00	\$100,000.00	\$108,000.00	\$108,000.00	\$112,000.00	\$112,000.00
P.7	WTP 0.327 MG GST Exterior	1	LS	\$35,000.00	\$35,000.00	\$32,000.00	\$32,000.00	\$33,900.00	\$33,900.00
P.8	2nd Street 0.500 MG EST Interior	1	LS	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$102,500.00	\$102,500.00
P.9	2nd Street 0.500 MG EST Exterior	1	LS	\$150,000.00	\$150,000.00	\$105,000.00	\$105,000.00	\$116,000.00	\$116,000.00
P.10	Remove and Install Tank Vent on 2nd Street 0.500 MG EST	1	LS	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00
P.11	Regrade/Reseed all Tank Sites	1	LS	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00
TOTAL BASE BID					\$612,000.00		\$617,000.00		\$623,800.00
ADDITIVE ALTERNATE BID									
P.A.1	Elgin Oaks 0.050 MG EST Interior	1	LS	\$50,000.00	\$50,000.00	\$37,000.00	\$37,000.00	\$37,000.00	\$37,000.00
P.A.2	Elgin Oaks 0.050 MG EST Exterior	1	LS	\$120,000.00	\$120,000.00	\$48,000.00	\$48,000.00	\$41,500.00	\$41,500.00
P.A.3	WTP 0.327 GST Install Splash Pad	1	LS	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
P.A.4	WTP 0.327 GST Repair Foundation Spalling	1	LS	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
P.A.5	WTP 0.327 GST Grade Ground away from Foundation	1	LS	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,800.00	\$3,800.00
TOTAL ALTERNATE BID					\$178,500.00		\$95,000.00		\$87,800.00

CTIY OF ELGIN
Water Storage Tanks Repaint Project
Bid Tabulation
October 28, 2021 - 11:00 AM



				Blastco Texas Inc. 16201 Wood Drive Channelview, Texas 77530	
Item	Item Description	Qty.	Unit	Unit Price	Total
BASE BID PROPOSAL					
P.1	Performance and Payment Bonds	1	LS	\$19,296.00	\$19,296.00
P.2	Mobilization/Demobilization	1	LS	\$45,000.00	\$45,000.00
P.3	WTP 0.5 MG GST Interior	1	LS	\$246,845.00	\$246,845.00
P.4	WTP 0.5 MG GST Exterior	1	LS	\$53,434.00	\$53,434.00
P.5	Remove and Install Tank Vent on WTP 0.5 MG GST	1	LS	\$9,000.00	\$9,000.00
P.6	WTP 0.327 MG GST Interior	1	LS	\$160,813.00	\$160,813.00
P.7	WTP 0.327 MG GST Exterior	1	LS	\$34,673.00	\$34,673.00
P.8	2nd Street 0.500 MG EST Interior	1	LS	\$140,957.00	\$140,957.00
P.9	2nd Street 0.500 MG EST Exterior	1	LS	\$117,154.00	\$117,154.00
P.10	Remove and Install Tank Vent on 2nd Street 0.500 MG EST	1	LS	\$9,000.00	\$9,000.00
P.11	Regrade/Reseed all Tank Sites	1	LS	\$6,000.00	\$6,000.00
TOTAL BASE BID					\$842,172.00
ADDITIVE ALTERNATE BID					
P.A.1	Elgin Oaks 0.050 MG EST Interior	1	LS	\$77,772.00	\$77,772.00
P.A.2	Elgin Oaks 0.050 MG EST Exterior	1	LS	\$42,911.00	\$42,911.00
P.A.3	WTP 0.327 GST Install Splash Pad	1	LS	\$6,250.00	\$6,250.00
P.A.4	WTP 0.327 GST Repair Foundation Spalling	1	LS	\$8,000.00	\$8,000.00
P.A.5	WTP 0.327 GST Grade Ground away from Foundation	1	LS	\$7,000.00	\$7,000.00
TOTAL ALTERNATE BID					\$141,933.00

City of Elgin

Existing Elevated Storage Tanks

Tank Location	Capacity (MG)	Type	Year Constructed	Year Interior Coated	Year Exterior Coated
Elgin High School Tank (Tank #2)	0.500	Steel	2001	2021 (Blast and Recoat)	2014 (Powerwash and Recoat)
Elgin Oaks (Tank #3)	0.050	Steel	2009	2009 (Blast and Coat)	2009 (Blast and Coat)
2nd St. Tank (Tank #1)	0.500	Steel		2007 (Blast and Recoat)	2007 (Blast and Recoat)

Existing Ground Storage Tanks

Tank Location	Capacity (MG)	Type	Year Constructed	Year Interior Coated	Year Exterior Coated
Water Plant (Tank #1)	0.327	Steel	1982	2007 (Blast and Recoat)	2007 (Blast and Recoat)
Water Plant (Tank #2)	0.500	Steel	2004	2004 (Blast and Coat)	2004 (Blast and Coat)
Pistol Hill	0.437	Concrete		N/A	N/A

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING
THE CITY MANAGER TO AWARD A BID FOR THE WATER
STORAGE TANKS REPAINT PROJECT TO HOGAN'S, INC. OF
VAN BUREN, MISSOURI; AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, the Elgin City Council approved the issuance the 2021 Certificates of Obligation in the principal amount of \$14.8M on May 18, 2021 to provide funding for a wide range of water and wastewater system improvements; and,

WHEREAS, a mandatory component to maintaining appropriate water supply is effective and dependable water storage facilities for both public safety and personal use by city residents and water customers; and four (4) of the City's (6) water storage tanks are currently in need of both interior and exterior resurfacing and;

WHEREAS, city staff has completed a public bidding process, fully vetted bids received, and has determined *Hogan's, Inc.* of Van Buren, Missouri has submitted the lowest and best bid.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

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

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute an agreement with *Hogan's, Inc.* of Van Buren, Missouri, in the amount of \$493,290.00 for the Water Storage Tanks Repaint Project, a copy of the bid tabulation and City Engineer's recommendation regarding same being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. 2021 Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021 Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY21-22 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO AN EMERGENCY PREPAREDNESS PLAN IN ACCORDANCE WITH TEXAS SENATE BILL 3; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of a Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$24,553.00 for the City of Elgin Emergency Preparedness Plan (EPP).

BACKGROUND:

In response to historic severe weather events last winter, city staff has focused on system resiliency and emergency preparedness as it relates to the Water Treatment Plant and all utility operations.

Although not involved in any way in supporting the provision of utility services to city residents or customers, state lawmakers have adopted SB3, which sets in place a process in which “affected utilities are to put in place a plan to maintain within the water system 20 pounds per square inch” of service. The City does not have the in-house resources to complete the required report; and therefore, must engage the services of a consulting engineer to complete said report.

This is yet another “unfunded mandate” by state legislators, as they have now made this report a requirement without providing any funding support.

NOTE: The City Manager has already approved this work moving forward and the proposed Council action is to retroactively approve the engagement for transparency purposes. City Code provides that “the City Manager (has) the general authority to contract for budgeted expenditures involving \$25,000 or less unless such expenditure is not authorized by state law. All contracts involving more than \$25,000 or more must be expressly approved by City Council.”

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of a Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$24,553.00 for the City of Elgin Emergency Preparedness Plan (EPP) and direction to staff by Council, if any, regarding same.

ATTACHMENTS: (1) Resolution and (2) TRC Engineers proposal

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AND AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO AN EMERGENCY PREPAREDNESS PLAN IN ACCORDANCE WITH TEXAS SENATE BILL 3; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, severe weather events of February 2021 have affected the Elgin Water Treatment plant and related facilities in way never before seen by City staff, and;

WHEREAS, in a response to these weather events City staff have been working on an extensive project to upgrade and resolve issues related to resilience at the water treatment plant and other facilities without motivation from the Texas legislature, and;

WHEREAS, while providing no direct funding for this plan, state lawmakers set in place a process in which “affected utilities are to put in place a plan to maintain within the water system 20 pounds per square inch” of service, and;

WHEREAS, City staff has received a proposal from TRC Engineers Inc. for professional engineering services related to complete the required analysis as defined by the Texas Commission on Environmental Quality in Texas Senate Bill 3.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$24,553.00 for the *City of Elgin Emergency Preparedness Plan* (EPP), a copy of the bid proposal being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. Future Budget Amendment. The City Council does hereby acknowledge that this item was neither included nor approved within the *FY21-22 City of Elgin Annual Operating Budget*; and that said budget may be amended at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

October 11, 2021

Mr. Michael Gonzalez, Assistant Public Works Director
City of Elgin
P.O. Box 591
Elgin, Texas 78621

**RE: Texas Senate Bill 3 – Emergency Preparedness Plan
Engineering Services Proposal**

Dear Mr. Gonzalez:

As a result of the Texas Senate Bill 3 (SB3), “affected utilities” are required to complete a comprehensive Emergency Preparedness Plan (EPP) of its water system. The City of Elgin has been notified by the Texas Commission on Environmental Quality (TCEQ) that it meets the definition of an affected utility. The EPP is required to ensure that affected water utilities are able to maintain “emergency operations” (defined as the operation of a water system during an extended power outage (more than 24 hours) at a minimum water pressure of 20 pounds per square inch). The EPP must be submitted to the Texas Commission on Environmental Quality (TCEQ) on or before March 1, 2022.

Additionally, “affected utilities” are required to identify critical water and wastewater facilities and notify their electrical provider(s) if these critical facilities may qualify for critical load status (defined as serving critical care residential customers, chronic condition residential customers, industrial customers, and/or public safety customers for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition on the customer’s premises). This information must be filed with the Public Utility Commission of Texas (PUCT) and other entities by November 1, 2021.

The affected utility must then have the water system upgrades fully operational by July 1, 2022 (or by the estimated completion date noted in the utility’s EPP submitted to the TCEQ). The TCEQ allows for an affected utility to request an extension to either submit or implement their EPP for good cause.

SCOPE OF WORK

At the request of the City of Elgin, this letter represents TRC’s proposal to file pertinent water and wastewater utility information with the PUCT and to prepare the EPP for submittal to TCEQ. The following methodology will be used:

Task 1 – Prepare Assessment Letter for PUCT, deadline of Nov. 1, 2021

TRC will identify the City’s critical water and sewer facilities, as well as gather pertinent information required by the PUCT. Our team will work with City of Elgin Staff to identify the water and sewer system’s critical facilities that may qualify for critical load status, identify

and map their locations, collect the utility's contact/emergency information, and provide general descriptions of these facilities per requirements set by the PUCT. After identifying the critical facilities, TRC will draft a letter containing the information required to be filed under the SB3 provisions. TRC will then assist with filing this information with the following entities:

- PUCT,
- Electric utility provider(s) that provide transmission and distribution services to Elgin,
- Retail electric provider that sells electric power,
- The County Office of Emergency Management, and
- The Texas Division of Emergency Management (TDEM).

We understand the City of Elgin has the following facilities that may be listed in the PUCT letter as qualifying for critical load analyses:

- Four (4) water wells (one at the WTP)
- Three (3) pump stations (two at the WTP),
- Three (3) elevated storage tanks, and
- Three (3) ground storage tanks (two at the WTP).
- One (1) wastewater treatment plant;
- Several lift stations throughout the City.

Task 2 – TCEQ Emergency Preparedness Plan, deadline of Mar. 1, 2022

TRC will assist with the development and submittal of the Emergency Preparedness Plan (EPP) to the TCEQ. The commission has provided a comprehensive template that contains all the necessary steps and information that Elgin needs to complete in order to be compliant with the provisions set by SB3. The template calls for a diagram and description of the water system, current treatment and distribution information, and an in-depth assessment of alternative power options and water system upgrades in the efforts of assessing how the City will maintain “emergency operations” during an extended weather emergency. After the approval letter is received from the TCEQ, “affected utilities” must distribute the approved EPP to the following entities: County Judge, County Office of Emergency Management, PUCT filing, Texas Division of Emergency Management (TDEM).

TRC will provide the following services to address the core provisions to be addressed in the EPP:

- Conduct an initial meeting with the City and other stakeholders to go over the alternative power options listed in the EPP template.
- Conduct a maximum of one (1) site inspection and survey of the critical facilities in Elgin to verify information regarding critical facilities.
- Develop a description of the water system, as shown in Section II of the EPP template, which includes source information, treatment information, water system

demand and system size, as well as an electrical schematic of the water system's emergency power facilities and equipment

- Provide an assessment of alternative power options, as shown in Section III of the EPP template. The EPP template makes mention of 18 different options which include, but are not limited to, permanently installed automatic starting auxiliary generators, using portable generators, hardening of electrical transmission and distribution system, and upgrades to water storage capabilities. TRC, in conjunction with the City, will identify which option (or options) should be selected to demonstrate the ability to provide emergency operations
- Complete the selected alternative power option details, as shown in Section IV of the EPP template. Depending on which option(s) are selected, this could entail providing generator specifications, detailing plans for hardening of the electrical transmission system, determining upgrades in water storage capacity, etc.
- Make an emergency communications list, which includes the contact information for entities essential during an emergency response event (fire department, emergency medical services, etc.), local entities that should be notified in an event of an extended power outage requiring emergency operations (hospitals, pharmacies, nursing homes, priority water users), as well as a media notification list.
- Submit the draft EPP to the City for review.
- Address City comments and submit the final EPP to the TCEQ.

ASSUMPTIONS

The following assumptions were made for preparation of this proposal, which if found to be incorrect, may result in request(s) from TRC for additional compensation:

- TRC will conduct up to one (1) site visit of the City's critical facilities. The City will provide escorts for the site visit. The escorts will be knowledgeable about the water and sewer systems and their operation and be able to answer questions during the site visit(s).
- The City will provide TRC with required information for the water and sewer system sites, as needed, if not already in TRC's possession. This information may include site addresses, staffing levels, site plans, available engineering/record drawings, current emergency preparedness plans (if applicable) and other documents as available. TRC assumes requested information will be provided to TRC in electronic formats (e.g., Word, AutoCAD, Adobe PDF).
- The City will perform one round of review for each set of draft documents submitted for Tasks 1 and 2 above and submit one set of consolidated comments from each of these reviews to TRC.
- TRC will provide the draft documents for review at least ten (10) calendar days before the anticipated date for submittal of the required certification and comments from the

City's reviews will be provided to TRC at least five (5) calendar days prior to the submittal date to prevent delaying the report submissions.

- TRC is responsible for the health and safety of its employees. Overall site health and safety is the responsibility of the Owner, Contractor, or other third parties.
- Due to COVID-19, meetings may be conducted through virtual or teleconferencing means.
- The costs included herein are good for a period not to exceed 30 days from the date of this proposal. It is assumed TRC will receive written notice to proceed by October 13th, 2021, in order to achieve the schedule deadlines.

EXCLUSIONS

The following items are specifically excluded from TRC's scope of work:

- Preparation of the PUCT Assessment Letter or TCEQ EPP for areas outside the City's water CCN or not specifically listed in the scope of work.
- Design, bidding or construction administration services for any equipment, electrical supply upgrades to the facilities or any other design of electrical, instrumentation, or controls. TRC will prepare a separate proposal for implementation of the EPP at the City's request after the EPP is approved by TCEQ.
- Preparation of cost estimates for the improvements required in the approved EPP as costs can vary greatly between the selected alternatives which are not known at this time.
- Preparation of an EPP for the City's wastewater system, which is not required.
- Any items not specifically described in the scope of work/work tasks.

DELIVERABLES

The deliverables for Tasks 1 and 2 will include draft and final versions of the documents. Specifically, TRC will provide City of Elgin with electronic copies of each of the drafts for review and comment. Text documents will be in Word format and drawings, if any, will be in Adobe PDF format to make reviews and commenting by Elgin personnel easier. After comments on each draft deliverable are received, revisions will be made as needed and the final versions will be prepared and submitted to the City. We assume minimal comments from the City between the draft and final versions.

TRC will provide an electronic copy of each of the final documents Adobe PDF format for distribution by the City, as needed. We will also provide an electronic copy of the PUCT Assessment Letter and EPP text in Word format so it can be kept up-to-date by incorporating administrative changes (e.g., changes in names and telephone numbers) and technical changes (e.g., new policies, procedures, and/or measures or modifications of City assets).

Mr. Michael Gonzalez, Assistant Public Works Director
City of Elgin
October 11, 2021
Page 5 of 5

Electronic copies of drawings or diagrams will be submitted in Adobe PDF format, as well as AutoCAD DWG format where applicable.

COMPENSATION FOR SERVICES

TRC Engineers, Inc. will provide the professional engineering services as outlined in this proposal on a lump sum fee basis as follows:

PUCT Assessment Letter	\$2,912.00
TCEQ EPP	\$21,641.00
Total Project (Lump Sum)	\$24,553.00

This lump sum fee includes labor and material costs associated with the Scope of Work identified above. The services will be performed under the Master Services Agreement executed between the City of Elgin and TRC.

This proposal accounts for the currently known effects of the COVID-19 pandemic, but TRC cannot predict any different effects or requirements, such as impacts due to future governmental orders, CDC guidelines, or extended duration of the COVID-19 pandemic. TRC reserves the right to obtain relief from schedule or deliverable requirements due to a force majeure event in the event of further impacts to the work due to COVID-19, and reserves the right to receive compensation for increased PPE, social distancing, or other requirements that impact TRC's costs.

TRC appreciates the opportunity to assist with this project and are available to proceed immediately with your written approval.

Sincerely,



K. Beau Perry, P.E.
Vice President - DMS

City of Elgin

October 11, 2021

Date

Date





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Council

PROPOSED ACTION: Approval of the Resolution and Cast Votes

BACKGROUND: This Resolution is for the City Council to cast 124 out of a total of 5,000 for the candidate(s) of choice. Each voting unit must submit votes by written resolution and submit to the Chief Appraiser before December 15, 2021. The nominees are Bill Archer, David Glass, William (Bill) Hector, Ellen Owens, and David Redd.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the Resolution and Cast Votes

ATTACHMENTS: Updated letter and Resolution

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

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE BASTROP CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Elgin is a taxing unit within the Bastrop Central Appraisal District (BCAD); and,

WHEREAS, the Chapter 6 of the Texas Property Tax Code allows each tax such unit to cast votes for the Board of Directors of the Bastrop Central Appraisal District in proportion to their tax levy; and,

WHEREAS, the City of Elgin is allocated a total of one hundred twenty-four (124) votes for the Board of Directors of the Bastrop Central Appraisal District based on the 2020 ad valorem tax levy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP COUNTY, 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. Votes for BCAD Board of Directors. The Mayor and City Council do hereby cast votes for the following person or persons to the Board of Directors of the Bastrop Central Appraisal District for a two -year term to begin January 1, 2022.

Nominee:	Votes Cast For:
Archer, Bill	_____
Glass, David	_____
Hector, William (Bill)	_____
Owens, Ellen	_____
Redd, David	_____

Section 3. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



BASTROP CENTRAL APPRAISAL DISTRICT

P.O. DRAWER 578 • BASTROP, TEXAS 78602-0578
PHONE (512) 303-1930 • FAX (512) 303-4805

BOARD OF DIRECTORS

DAVID REDD
Chairman

October 22, 2021

BILL HECTOR
Secretary

RODERICK EMANUEL

DAVID GLASS

DENNIS SNYDER

ELLEN OWENS

The Hon. Ron Rameriz, Mayor, City of Elgin
City of Elgin
P. O. Box 591
Elgin TX 78621

Dear Mayor Rameriz:

FAUN CULLENS, RPA CCA
Chief Appraiser

Enclosed is the resolution to provide to your governing body which may be used to vote for members of the Board of Directors of the Bastrop Central Appraisal District. The term begins January 1, 2022 and ends December 31, 2023.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser before **December 15, 2021**. The **City of Elgin** has **124** votes out of a total of 5,000 to cast for the candidate(s) of its choice.

The resolution should be placed on an agenda of your governing body, and when approved, be sent back to me as election administrator. You may send it to P. O. Box 578, Bastrop, TX 78602, fax it to 512-303-4805, or attach it to an e-mail addressed to faun@bastropcad.org.

As always, if you have questions, please call me.

Sincerely yours,

Faun Cullens, RPA, CCA
Chief Appraiser

Enclosure

cc: Mr. Tom Mattis, City Manager
Misty Nauck, Finance Officer



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Council

PROPOSED ACTION: Approval of the Resolution and Cast Votes

BACKGROUND: This Resolution is for the City Council to cast 1 vote for the candidate of choice. Each voting unit must submit votes by written resolution and submit to the Chief Appraiser by December 17, 2021. The nominees are Kellyn Bradford, City of Pflugerville and Elizabeth Montoya, Round Rock ISD.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the Resolution and Cast Votes

ATTACHMENTS: Updated letter and Resolution

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING
ITS VOTES FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND
PROVIDING FOR RELATED MATTERS**

WHEREAS, the City of Elgin is a taxing unit within the Travis Central Appraisal District (TCAD); and,

WHEREAS, the Chapter 6 of the Texas Property Tax Code allows each tax such unit to cast votes for the Board of Directors of the Travis Central Appraisal District in proportion to their tax levy; and,

WHEREAS, the City of Elgin met in open session to consider the casting of the votes to which they are entitled;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP COUNTY AND TRAVIS COUNTY, 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. Votes for TCAD Board of Directors. The Mayor and City Council do hereby cast votes for the following person or persons to the Board of Directors of the Travis Central Appraisal District for a two -year term to begin January 1, 2022.

Nominee:	Votes Cast For:
Bradford, Kellyn	_____
Montoya, Elizabeth	_____

Section 3. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

PASSED AND ADOPTED this 16th day of November, 2021

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

TRAVIS CENTRAL APPRAISAL DISTRICT

BOARD OFFICERS

JAMES VALADEZ
CHAIRPERSON
BRUCE GRUBE
VICE CHAIRPERSON
THERESA BASTIAN
SECRETARY/TREASURER



MARYA CRIGLER
CHIEF APPRAISER

BOARD MEMBERS

TOM BUCKLE
DEBORAH CARTWRIGHT
NICOLE CONLEY
BRUCE ELFANT
ANTHONY NGUYEN
FELIPE ULLOA
BLANCA ZAMORA-GARCIA

CITY OF ELGIN
THE HONORABLE RONALD M RAMIREZ, MAYOR
310 N MAIN ST
P O BOX 591
ELGIN, TX 78621

November 5, 2021

The deadline has passed for the jurisdictions in the eastern part of Travis County to make nominations for their representative member of the Board of Directors of the Travis Central Appraisal District. The term for the prospective member's service will be two years, starting on January 1, 2022. The following are the nominations and sponsoring jurisdictions for the Eastern Travis County member for our Board:

BALLOT

_____ **Kellyn Bradford** **City of Pflugerville**
_____ **Elizabeth Montoya** **Round Rock ISD**

This letter serves as a ballot, and is being sent to the presiding officer of each city and school district in Eastern Travis County. **On or before December 17, 2021 your jurisdiction should vote and return the ballot to the Chief Appraiser of the appraisal district at the following mailing address or email address:**

Marya Crigler
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012
mcrigler@tcadcentral.org

On or before December 23, 2021, I will inform you of the results of the election and send you a complete list of the Board members. If you have any questions, please feel free to call me at (512) 834-9317 ext. 337.

Sincerely,

Marya Crigler
Chief Appraiser
Travis Central Appraisal District



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Shenandoah green belt ground maintenance - Councilmember Callahan

DEPARTMENT: N/A

PROPOSED ACTION:

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

BACKGROUND:

Included with the meeting information packet is a copy of correspondence provided by Councilmember Callahan requesting this item.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of Councilmember Callahan's input regarding Shenandoah green belt ground maintenance and direction to staff, if any, as appropriate.

ATTACHMENTS:

10/26/21 Councilmember Callahan correspondence

{ } 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.

----- Original message -----

From: Matthew Callahan <mcallahan@ci.elgin.tx.us>

Date: 10/26/21 12:03 PM (GMT-06:00)

To: Elgin Mayor <Elginmayor@ci.elgin.tx.us>, Tom Mattis <TMattis@ci.elgin.tx.us>

Subject: Our shanendoah green belt issue

Dear Ron and Tom,

I am formally requesting that the challenge of our Shanendoah green belt being overgrown and dangerous and needing to be back on the mowing rotation by the city
Be added to the next city council meeting agenda.

These are my reasons for the request:

1) it has become very overgrown in the year plus since it was being regularly mowed by the city and is now a home for many dangerous snakes and coyotes and honestly I fear for letting my pets out in the back yard as my property is next to it.

I have several neighbors who have been challenged with baby rattlers.

We have neighbors who have lost loved pets to the coyotes too because they can get very close now that the cleared border is gone.

2) As close as we are to the schools, it is an excellent place now to skip school and hang out unseen by anyone due to the excellent hid-ability of the plant life.

3) Shanendoah does not have an HOA so we are dependent on the city for this assistance.

I have lived in this house since 2007 and it was always shredded by the city until last year and it is seriously a problem now.

Thank you for your time and consideration.

Matt Callahan ward 3