



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 1, 2022
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

- 1. Public Hearing On An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map To Wit: To Rezone Land From "R-3" Single Family, Two Family, And Industrialized Housing District & "C-3" Highway Commercial District To "A" Multiple Family Residential District Located On Parcels Of Land Known By The Bastrop County Appraisal District As Parcels 55724, 133717, 8701937, Parts Of 60525, & Parts Of 118920, Located Between Roy Rivers Rd., Lee Dildy Dr., & Saratoga Farms Blvd., Being More Described In Exhibit "A"; And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

Documents:

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

- 2. Public Hearing On An Ordinance Amending Chapter 46 Zoning, Article V Supplementary District Regulations, Division 5 Off-Street Automobile And Vehicle Parking And Loading, Code Of Ordinances, City Of Elgin, TX By Eliminating Minimum Parking Requirements And Setting Maximum Parking Requirements In Certain Areas Of The City; And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.**

Documents:

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

VI. PRESENTATION

1. PROCLAMATION FEBRUARY BLACK HISTORY MONTH

Documents:

[EXSUMMARYBLACKHISTORYMONTHPROCLAMATION.PDF](#)
[HATTITUDE.PDF](#)

VII. 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.

VIII. CITY MANAGERS REPORT

- 1. Sheltering Event Report**
- 2. General Activity Report And/Or Project Update**

Documents:

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

IX. 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 - January 18, 2022

Documents:

[EX SUMMARY- JANUARY 18, 2022 REGULAR MEETING MINUTES.PDF](#)
[01-18-22 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO ROY RIVERS ROAD EXTENTION AND PAVING OF INNOVATION WAY; AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

[EXEC SUMMARY.PDF](#)
[RESOLUTION TO CITY COUNCIL.PDF](#)

- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE ELGIN SIDEWALK IMPROVEMENTS PROJECT, CDBG-DR CONTRACT NO. 7220042 TO LONE STAR SITEWORK, LLC; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

[EXSUMMARYCDBGDRBIDAWARDSIDEWALKS.PDF](#)
[RESAUTH SIDEWALKGRANTBID.PDF](#)
[TCF MAIN STREET SIDEWALKS BASE BID EXHIBIT - IRG.PDF](#)
[ELGIN 2020 SIDEWALK IMPROVEMENTS RECOMMENDATION OF AWARD - BID TAB - REFERENCE CHECKS.PDF](#)

- 4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MCDONALD MUNICIPAL AND INDUSTRIAL FOR MANUAL AND AUTOMATIC TRANSFER SWITCHES AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY.PDF](#)
[RES WITH MCDONALD MUNICIPAL AND INDUSTRIAL.PDF](#)
[ELGIN PORTABLE GENERATOR MTS-ATS - RECCOMENDATION OF AWARD-BID TAB-REFERENCES.PDF](#)

- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO PROVIDE SIGNATURE FOR THE CITY CONCERNING THE ADDITION OF ANOTHER PARTY TO THE “ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT” TO THE ELGIN MUNICIPAL UTILITY DISTRICTS #1 AND #2 FOR GBRK EDGEWOOD, LLC AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

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

- 6. A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE CITY TO CONTINUE RECEIVING ANIMAL SHELTERING SERVICES FROM BASTROP COUNTY**

Documents:

[EXE. SUMMARY ANIMAL SHELTERING SERVICES FY21-23.PDF](#)
[2022-23 ANIMAL SHELTERING INTERLOCAL AGREEMENT RESOLUTION.PDF](#)
[EXHIBIT A FYS 21-23 CITY OF ELGIN ILA FOR ANIMAL SHELTERING SERVICES.PDF](#)

- 7. A RESOLUTION TO DESIGNATE THE LOCAL RABIES CONTROL AUTHORITY FOR THE CITY OF ELGIN**

Documents:

[EXECUTIVE SUMMARY RABIES CONTROL AUTHORITY DESIGNATION - COUNCIL RESOLUTION DRAFT.PDF](#)
[RABIES CONTROL AUTHORITY RESOLUTION.PDF](#)

[EXHIBIT A DSHS DESIGNATION FORM LRCA.PDF](#)
[EXHIBIT B HEALTH AND SAFETY CODE 826017.PDF](#)

**8. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR AN EVENT
CONTRACTOR FOR THE ELGIN SESQUICENTENNIAL.**

Documents:

[EXSUMMARYSESQUICENTENNIALEVENTCONTRACTOR.PDF](#)
[RESOLUTIONSESQUICENTENNIALEVENTCONTRACTOR.PDF](#)
[SESQUICENTENNIAL CONTRACTOR EVENT COORDINATOR
AGREEMENT.PDF](#)

X. NEW BUSINESS

**1. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ST DAVID'S
FOUNDATION FOR THE LIBRARIES FOR HEALTH GRANT**

Documents:

[EXSUMMARYLIBRARIESFORHEALTHGRANT.PDF](#)
[RES ST DAVIDS HEALTH GRANT.PDF](#)
[STDAVIDSPUBLICHEALTHGRANTLIBRARY.PDF](#)

**2. AN ORDINANCE AMENDING CHAPTER 46 ZONING, ARTICLE V SUPPLEMENTARY
DISTRICT REGULATIONS, DIVISION 5 OFF-STREET AUTOMOBILE AND VEHICLE
PARKING AND LOADING, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY
ELIMINATING MINIMUM PARKING REQUIREMENTS AND SETTING MAXIMUM
PARKING REQUIREMENTS IN CERTAIN AREAS OF THE CITY; AND PROVIDING
FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR
RESOLUTIONS.**

Documents:

[NEW COUNCIL COVERSHEET.PDF](#)
[COMBINED PACKET.PDF](#)

**3. 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**

Documents:

[EXSUMMARY- ORD BOARDS AND COMMISSONS.PDF](#)
[ORDBOARDS COMMISSIONS122.PDF](#)

**4. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION
ON MAY 7, 2022 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS;
DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR
EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE
OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE
CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED
ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING
FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION**

Documents:

[GENERAL ELECTION ORDINANCE 1.25.2022.PDF](#)
[ORD20220128 CALLING GENERAL ELECTION.PDF](#)
[BASTROP COUNTY ELECTION SERVICES CONTRACT.PDF](#)
[JOINT AGREEMENT WITH BASTROP COUNTY.PDF](#)
[TRAVIS COUNTY ELECTIONS SERVICES CONTRACT.PDF](#)

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

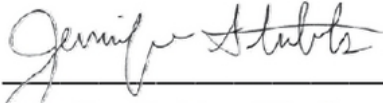
XIV. ADJOURMENT

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, January 28, 2022, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script, reading "Jennifer Stubbs", positioned above a horizontal line.

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 land from “R-3” Single Family, Two Family, and Industrialized Housing District & “C-3” Highway Commercial District to “A” Multiple Family Residential District located on parcels of land known by the Bastrop County Appraisal District as Parcels 55724, 133717, 8701937, parts of 60525, & parts of 118920, located between Roy Rivers Rd., Lee Dildy Dr., & Saratoga Farms Blvd., being more described in Exhibit “A”; and providing for a savings clause and repealing conflicting ordinances and resolutions.

DEPARTMENT: Development Services.

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

BACKGROUND: The Planning & Zoning Commission held the first public hearing on January 24, 2022.

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: Public hearing on an ordinance amending Chapter 46 Zoning, Article V Supplementary District Regulations, Division 5 Off-street automobile and vehicle parking and loading, Code of Ordinances, City of Elgin, TX by eliminating minimum parking requirements and setting maximum parking requirements in certain areas of the City; 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.

BACKGROUND: The Planning & Zoning Commission held the first of two public hearings on the requested Code change on January 24, 2022.

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: Proclamation Black History Month

DEPARTMENT: Community Services

PROPOSED ACTION: Approval of Proclamation.

BACKGROUND: The Elgin Tx NAACP Branch Number 6174, the Elgin Juneteenth Organization, Elgin Pastors, Ministers, and the City of Elgin join together to recognize, celebrate, and remember the history and contributions of African Americans. Hatitude recognizing Ruby Simms will be Saturday February 5 9:30am at the Elgin Recreation Center Studio Room. All are welcome to join in recognizing Ruby and her extensive community service in Elgin. Elgin Self guided Black History Tour is available here <http://www.elgintx.com/206/Walking-Tours-More> Videos for Winn's Memorial, Greater Mt Vernon Zion AME, Pleasant Bethany and Mt Moriah churches and Elgin Self Guided Black History Tour which features multiple Elgin Local Landmarks are available at <https://www.smithvilletx.org/bastrop-county-mlkday-2021/>

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the proclamation.

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.

Hatitute '2022' Salutes Sister Ruby J. Simms

*The wife of Deacon Robert Simms
Pleasant Bethany Missionary Baptist Church*

Saturday, February 5, 2022

10:00 A. M.

Meet and Greet 9:30 A. M.



Pastry and Hat Time

Elgin Parks and Recreation Center

361 North Hwy 95

Elgin, Texas 78621

Celebrating Black History Month

Sponsored by

City of Elgin & Community Development

With the Support of the

Elgin Area Ministers' Wives

Sister Carolyn Carter, Program Chairperson

Pleasant Hill Missionary Baptist Church, Reverend Ronald Carter, Pastor

Musical Entertainer

Reverend Kevin Workman



More Information: Sister Gwendolyn Johnson ~ 512-569-6610 / gwen7upjohns@yahoo.com
Sister Amy Miller ~ 512- 281-5724 / amiller@ci.elgin.tx.us



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 - January 18, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Meeting Minutes- January 18, 2022

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- January 18, 2022

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
January 18, 2022

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
Skyler Maldonado, Council Member

Absent: Sue Brashar, Mayor Pro Tem
Susie Arreaga, Council Member
Forest Dennis, Council Member

Mayor Ramirez stated Mayor Pro Tem Brashar, Mr. Dennis and Ms. Arreaga would not be in attendance. Mr. Gibson made a motion to excuse Mayor Pro Tem Brashar, Mr. Dennis, and Ms. Arreaga. Mr. Maldonado seconded the motion. All voted in favor. The motion carried. Mayor Ramirez stated there was a quorum.

Staff: Thomas L. Mattis, City Manager
Mysty Nauck, Acting Chief Financial Officer
Pamela Sanders, HR Director
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director
Beau Perry, City Engineer
David Harrell, Dev. Services Director
Owen Rock, ED Director

INVOCATION

Mayor Ramirez 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 COMMENT

Grant Hennig, 1116 Robin Road, thanked the Council for their service and recommended postponing this Council meeting as there is nothing pressing.

CITY MANAGERS REPORT

1. Introduction Of New Hires Oct – Jan

Ms. Sanders introduced the new employees.

2. 1st Qtr FY2022 Investment Report

Ms. Nauck provided comments and answered questions of the Council.

3. Monthly Reports By Department

Mr. Mattis stated that the Rec Center is closed this week and there are two free COVID testing sites. One is located at Walmart and the other at ACC.

4. General Activity Report And/Or Project Update

There was no discussion on this item.

CONSENT AGENDA

1. City Council Regular Meeting Minutes – January 4, 2022

The item passed on the consent agenda.

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

The resolution passed on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PISTOL

HILL WATER STORAGE TANK AND BOOSTER STATION IMPROVEMENTS
PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution passed on the consent agenda.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING AND SUPPORTING A PROPOSAL FOR CERTAIN FACILITY IMPROVEMENTS BY THE BASTROP CENTRAL APPRAISAL DISTRICT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

The resolution was removed from the consent agenda and moved to the top of new business.

Ms. Bega made a motion to approve consent agenda items 1-3. Mr. Gibson seconded the motion. All voted in favor. The motion was carried.

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING AND SUPPORTING A PROPOSAL FOR CERTAIN FACILITY IMPROVEMENTS BY THE BASTROP CENTRAL APPRAISAL DISTRICT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

Mr. Mattis stated this is a building expansion project and the request for funds is divided amongst the cities within Bastrop County. Bastrop County must receive approval from each entity. This is not currently in the city's budget for this year. Mr. Ibis made a motion to approve the resolution. Mr. Callahan seconded the motion. All voted in favor. The motion was carried.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT FOR TRANSFER OF CERTAIN RETAIL WATER CCN SERVICE AREA FROM THE AQUA WATER SUPPLY CORPORATION TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

Mayor Ramirez invited Ms. Lippke up the podium. Ms. Lippke, 1112 N. Main, stated we have a zero-sum budget and asked where we get this money. Ms. Lippke asked where we make up the funds and asked why we are bailing Aqua water out. She stated if the Council approves this tonight, this means that the project is already behind. Ms. Lippke stated this project was not planned for and more bonds will be needed to pay for this infrastructure.

Mr. Mattis stated that this will help manage the growth and that this is the master agreement on how the city can achieve this. Mr. Mattis stated that this does not commit to any costs, and it is important to move forward in a timely manner. He stated this agreement only spells out the terms and conditions. Mr. Perry stated this has taken a long time and makes sense from an engineering standpoint. Discussion followed. Ms. Bega made a motion to approve the resolution as presented. Mr. Maldonado seconded the motion. All voted in favor. The motion was carried.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE HOMESTEAD ESTATES WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated these are amendments to the original agreement. He stated that Homestead has purchased more land for new homes to build. Discussion followed. Mr. Ibis made a motion to approve the resolution with the exception to that this item be brought back to the Council. Mr. Callahan seconded the motion. All voted in favor. The motion was carried.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE HARVEST RIDGE MUD WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated Harvest Ridge is a MUD. He stated Harvest Ridge has already decided on an agreement with Aqua Water. Mr. Mattis stated the impact fees are used for upgrades and access to the system. Ms. Bega made a motion to approve the resolution as presented. Mr. Maldonado seconded the motion. All voted in favor. The motion was carried.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE ELGIN BUSINESS PARK III WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated this is the donut hole property that was developed into the business park. He stated this is city owned property that is designed for future expansion of the business park. Discussion followed. Mr. Callahan made a motion to approve the resolution as presented. Ms. Bega seconded the motion. All voted in favor. The motion was carried.

6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING AN AMENDMENT TO THE AQUA WSC MASTER AGREEMENT FOR TRANSFER OF THE LARSON TRACT PDD WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated this is on the Northside of FM 1100. This concept plan is annexed and the PDD will be coming to Council soon. Mr. Maldonado made a motion to approve the resolution as presented. Mr. Gibson seconded the motion. All voted in favor. The motion was carried.

7. 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 WISEPADS LLC AND AUTHORIZING THE MAYOR TO APPROVE THE CONTRACT

Mr. Rock stated this is for 200 multi-family units on a 5-acre tract of land. He stated the EDC voted unanimously. He answered additional questions of the Council. Ms. Bega made a motion to approve the resolution as presented. Mr. Gibson seconded the motion. All voted in favor. The motion was carried.

8. A RESOLUTION BY THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT AND SUSTAINMENT FUNDING INTERLOCAL AGREEMENT FOR THE CITY OF ELGIN TO BECOME A PARTNER CITY WITH THE AUSTIN REGIONAL INTELLIGENCE CENTER (ARIC).

Chief Noble stated this allows cities to participate in communications with one another. He stated we are one of the last cities to participate. Mayor Ramirez stated that this is a step in the right direction. Discussion followed. Mr. Ibis made a motion to approve the resolution as presented. Mr. Maldonado seconded the motion. All voted in favor. The motion was carried.

9. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2021-22 Annual Operating Budget

Mr. Mattis stated this is an annual item that approves funding to support Non-profits. He stated an Ad Hoc committee was formed to go through the applications and make selections. Discussion followed. Ms. Bega made a motion to approve the recommended figures as presented and discussed. Mr. Ibis seconded the motion. All voted in favor. The motion was carried.

10. Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including The Planning & Zoning Commission, Board Of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board Of Directors, Tax Increment Reinvestment Zone Board Of Directors, Historic Review Board, Main Street Board Of Directors, And Building Standards Commission

Joseph McCarron, 306 E. Brenham Street, stated that he was surprised to see this on the agenda before the February meeting. He stated he believes strongly that it is time to update the Boards Ordinance. He stated some Board members have served on the board for many years, some members are Council members, and members are not required to live within the city limits. He stated he worked with Ms. Paris to draft an ordinance that will increase transparency, inclusivity, and civic engagement within the City of Elgin.

Courtenay Paris, 506 Lexington Rd, stated she thinks the community is growing and we should support those who want to serve. She provided a rough draft of an Ordinance for the Boards and Commissions. She stated that she wanted the members to live within the city limits and limit households to one seat per resident.

Mayor Ramirez stated this item was to provide a brief update on the Boards and Commissions. Mr. Mattis stated that the EDC bylaws are required to have two Council members serve on their board. Discussion followed. Ms. Bega made a motion to table the item. Mr. Gibson seconded the motion. All voted in favor. The motion carried. The Council agreed to look at some dates for a worksession.

EXECUTIVE SESSION

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

Mayor Ramirez stated the Council would not be retiring into Executive Session.

ANNOUNCEMENTS

Mayor Ramirez stated that Elgin supports the City of Bastrop during this time. Mr. Mattis reminded of the COVID clinics open 7 days a week 7:00 a.m. to 5:00 p.m.

ADJOURNMENT

Mayor Ramirez adjourned the meeting at 8:10 p.m.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO ROY RIVERS ROAD EXTENSION AND PAVING OF INNOVATION WAY; 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 \$526,300.00 in support of Roy Rives Road extension and paving of Innovation Way

BACKGROUND:

Over the past year, city staff has 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 extension of Roy Rivers Road and paving of Innovation Way

The City is now ready to commence planning and design for the extension of Roy Rivers Road and paving of Innovation Way

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adopt and approve a Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$526,300.00 in support of Roy Rivers Road extension and paving of Innovation Way; and direction to staff, if any, regarding same.

ATTACHMENTS: (1) Resolution (2) TRC Scope of Work Proposal

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH TRC ENGINEERS INC. FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO
ROY RIVERS ROAD EXTENTION AND PAVING OF
INNOVATION WAY; AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

WHEREAS, Roy Rivers Road is a major transportation route within City of Elgin that currently provides direct access to the Elgin Business Park, retail establishments and Seton clinic along with numerous homes, but will also provide direct access to many new businesses and developments currently under construction, and;

WHEREAS, the Elgin City Council approved the issuance the 2021 and 2021A Certificates of Obligation to provide funding for a wide range of general government and utility system improvement projects, including the Roy Rives Road and Innovation Way Projects; and,

WHEREAS, the City is now desirous with moving forward with the extension of Roy Rivers Road and the paving of Innovation Way Projects to fulfill contract obligations to businesses that have purchased property in the Elgin Business Park,

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 execute an agreement with TRC Engineers Inc. for professional engineering services in the total amount of \$526,300.00 for the *Roy Rives Road extension and paving of Innovation Way Projects*, a copy of the proposal being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. 2021 Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A 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 4. 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 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 1st day of February, 2022

ATTEST:

JENNIFER STUBBS, City Secretary

RON M. RAMIREZ, Mayor
City of Elgin, Texas



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

December 30, 2021

Mr. Tom Mattis, City Manager
City of Elgin
310 North Main Street
Elgin, Texas 78621

**Re: City of Elgin – Roy Rivers Boulevard Extension Phase III
Engineering Services Proposal**

Dear Mr. Mattis:

TRC Engineers, Inc. (TRC) has prepared this Proposed Engineering Letter of Agreement for professional engineering services for the proposed Roy Rivers Boulevard Extension and Business Park III Phase III.

The project consists of approximately 1,625 linear feet of roadway extension. The proposed layout will extend Roy Rivers Road approximately 820 linear feet south, stopping at the Capital Metro Railroad right-of-way. In addition to the extension of Roy Rivers, the proposed improvements will also include paving of unnamed right-of-way through the Elgin Business Park III approximately 805 linear feet from Roy Rivers Road to the west property line of Lot 6. The work will consist of storm sewer design, street design, a drainage study, sidewalks, sanitary sewer and water main design, and detention pond design. The services provided will include an Engineering Report to confirm drainage areas, provide storm sewer sizing and construction cost estimates. At the request of the City, TRC will provide a presentation to City Staff and City Council.

TRC will perform the following Scope of Work:

Survey Scope of Work:

1. Acquire field topographical data for the design portions of the project on City's coordinate system (NAD 83 State Plane Coordinates, Texas Central Zone Grid and NAVD 88 Datum), to include:
 - a. Detailed survey including utility locates (as furnished by the specific utility provider) within City proposed right of way.

Geotechnical Scope of Work:

1. Geotechnical borings and geotechnical report and analysis, recommendations, and conclusions for the proposed boulevard paving design.

2. A total of six (6) borings will be drilled and will extend a maximum of ten (10) feet below existing grades along the proposed alignment of the roadway extensions. Two (2) bores will be drilled with a depth of fifteen (15) feet below the existing grade within the proposed detention pond location.
3. Staking of the eight (8) boring locations and complete maximum of ninety (90) feet of geotechnical drilling.
4. Soils will be visually classified by the geotechnical engineer during the process of editing the boring logs and assigning the appropriate laboratory testing program.
5. Assigned laboratory testing may include testing for Atterberg limits, swell potential, moisture content, hand-penetrometer strength readings/measurements, unconfined compressive strength testing and shear testing.
6. The completed laboratory test results will be reviewed by the geotechnical engineer prior to data entry onto the geotechnical boring logs.

Engineering Drainage Study Scope of Work:

1. Confirm drainage areas for the proposed roads and determine runoff flows based on the planned storm events (50 and 100 year).
2. Size storm sewer mains within the proposed roadways based on the planned storm events (50 and 100 year).
3. Sewer and Water extensions to ten (10) feet beyond the termination of the unnamed roadway. TCEQ permitting as required.
4. Confirm areas of roadway that will carry the storm water runoff and areas where storm sewer will carry the runoff.
5. Size and design detention pond for 2-, 10-, 25- and 100-year storm events.
6. Complete a drainage study and make determinations about run-off discharge from proposed roadway to proposed detention pond.
7. Provide Opinion of Probable Construction Cost for all proposed work.
8. Prepare maps and diagrams as needed.
9. Provide draft sets of the report to City Staff for review, followed by submittal of final report.
10. Provide City Council presentation.

Electrical Scope of Work:

1. The electrical design includes photometric, electrical services and lighting power for the roadway extension in conformance with the current layout on Roy Rivers Road.
2. All correspondence with Oncor as needed.
3. Feasibility study for powering lights along the roadways extension.

Landscape Work:

1. Landscape work will be per the original design of Phases 1 & 2.

TDLR Scope of Work:

1. Submit applications and acquire acceptance and/or permits for:
 - a. Handicap Accessibility (ADA/TDLR)
2. The sidewalks will be designed for both sides of the roadway with all applicable handicap ramps.

Engineering, Bidding, and Construction Administration Scope of Work:

1. Prepare construction plans/specifications for the proposed project, including all details, consisting of:
 - a. Storm Sewer – 50- and 100-year design storm events contained within the right-of-way
 - b. Design of regional detention pond and pond outfall structure based on 80% impervious cover for lots.
 - c. Design of drainage channel along south border of Elgin Business Park III
 - d. Roadway design
 - e. Sidewalks – both sides of Roy Rivers Road
 - f. Stormwater Pollution Prevention Plan
 - g. Signage and Striping

- h. Utility Plans
 - i. Electrical and Street Lighting along Roy Rivers Road
 - j. General Construction Notes
 - k. City of Elgin Construction Standards
2. Prepare traffic control plan for project extents.
 3. Coordination with franchise utilities (gas, telephone, cable, etc.).
 4. Attend public outreach meetings to discuss the proposed project (Maximum 2).
 5. Organize and participate in construction pre-bid meeting and provide visual presentation, as needed.
 6. Assist the City in bidding process including preparation of advertisement document, assist the City in the opening and tabulation of bids, prepare award recommendation letter and prepare construction contract documents.
 7. Prepare conformed set of construction plans after the bid award.
 8. TRC to lead pre-construction meeting, contractor correspondence, submittal review, pay request review, periodic site visits (monthly meeting – 9 maximum), final inspection preparation of contractor punch list, certificates of completion and record drawing preparation (3 sets of hard copies and one CD electronic copy).
 9. Submittal to TCEQ of water and sanitary sewer utility related plans (if required).

Construction Inspection Scope of Work:

1. TRC will provide periodic construction inspection of the project assumed at three (3) times per week for nine (9) months after the start date of the project.
2. Daily, weekly, and monthly reports including photo logs will be provided to City staff for review.
3. Inspection of critical path items including but not limited to:
 - a. Rebar Placement
 - b. Density tests (subgrade, base)

- c. Concrete/Asphalt pouring
- d. Utility coordination meetings

Assumptions:

As the basis for the preparation for this proposal and the associated cost of service, the following assumptions were made which, if found to be incorrect may result in additional compensation:

- The City will provide access agreements for access to all private properties (if necessary).
- The City will provide curb cuts or driveway locations to undeveloped properties (if applicable).
- Monthly progress meetings will be held during engineering design and construction.
- Roy Rivers will be curb and gutter with median and constructed of “light duty” concrete. Unnamed streets will be designed as “heavy duty” asphalt.
- Sidewalks will be located on both sides of the boulevard with a minimum width of five (5) feet.
- TRC will coordinate with Texas One Call and the City of Elgin for all subsurface locations within the proposed project.
- Median design will be based upon conceptual plans.
- Street lighting will be per Oncor standard.
- Metering for street lighting will be to the City of Elgin. All accounts set up (if necessary) will be done by City of Elgin staff.

Exclusions:

The following items are specifically excluded from the scope of work:

- Design of improvements or relocations for gas lines, telephone lines or other franchise utilities.
- Construction staking.
- Environmental or cultural review of project limits.
- Detailed title search or title policy.
- Attendance at or preparation for condemnation hearings.

- Easement or plat documents, landowner contact or easement negotiations.
- Traffic Impact Analysis.
- Archaeological surveys (if applicable).
- Endangered species mitigations plans/cost (if applicable).
- Detailed ESA compliance documentation for a NWP 14 PCN submittal package.
- Clean Water Act Section 401 compliance.
- Species-specific threatened and endangered survey.
- Clean Water Act Section 404 individual permit.
- Design of bank stabilization or retaining walls (if applicable).
- Trenching equipment needed for THC field survey (if applicable). It is assumed the City of Elgin forces will provide and operate the equipment.
- Permitting fees related to electrical, irrigation or stormwater services.

Compensation for Services:

TRC will provide the professional engineering services as outlined herein and within the Master Services Agreement executed between the City and TRC, for a total lump sum fee as follows:

Surveying:	\$25,300.00
Geotechnical:	\$15,450.00
Detention Pond Design:	\$28,500.00
Electrical Design:	\$26,000.00
Landscape Design:	\$18,550.00
TDLR:	\$5,000.00
Engineering Design, Bidding and Construction Administration:	\$310,200.00
Construction Inspection	\$97,300.00
Total (Lump Sum):	\$526,300.00

This lump sum fee includes labor and material costs associated with the Scope of Work identified above. Fees for services quoted in this Letter of Agreement are valid for a period of time not to exceed 60 days from the date of this letter.

TRC's lump sum fee above is based on continuous flow of work. Any delays or restrictions, caused by customer or customer's sub consultants, which result in idle-time or inefficiencies, could be cause for additional compensation. Changes in scope, including additional scenarios



Mr. Tom Mattis, City Manager
City of Elgin
December 30, 2021
Page 7 of 7

or modification to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

The payment schedule will be via progress billing. The services will be provided under the Master Services Agreement executed by the City and TRC.

We appreciate the opportunity to assist with this project and are available to proceed immediately with your written approval. Please review this Letter of Agreement and, upon acceptance, sign in the space provided below, returning a copy for our files.

Sincerely,



K. Beau Perry, P.E.
Vice President

Mr. Tom Mattis
City Manager

01/03/2022

Date

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 ELGIN SIDEWALK IMPROVEMENTS PROJECT, CDBG-DR CONTRACT NO. 7220042 TO LONE STAR SITEWORK, LLC; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND: Project: installation of new sidewalks and pedestrian improvements along Avenue A, Avenue B, Avenue C, Depot Street and Central Avenue including extensions of existing storm drain culverts, asphalt pavement, and all necessary appurtenances. Recommendation and bid tab from TRC attached.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution

ATTACHMENTS: (1) Resolution, recommendation and bid tab

{ } 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 FOR THE ELGIN SIDEWALK IMPROVEMENTS PROJECT, CDBG-DR CONTRACT NO. 7220042 TO LONE STAR SITEWORK, LLC; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin has been awarded a sidewalk improvement Community Development Block Grant (CDBG) through the Texas Department of Agriculture; and,

WHEREAS, the project will include installation of new sidewalks and pedestrian improvements along Avenues A, B, & C, Depot Street and Central Avenue, including extensions of existing storm drain culverts, asphalt pavement, and all necessary appurtenance and;

WHEREAS, the City of Elgin issued 2021 Certificates of Obligation to provide funding supplemental funding for this project; and,

WHEREAS, city staff has completed a public bidding process, fully vetted bids received, and has determined **Lone Star Sitework, LLC** 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 **Lone Star Sitework, LLC** in the amount of \$425,100.20 for the Sidewalk Improvements 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.

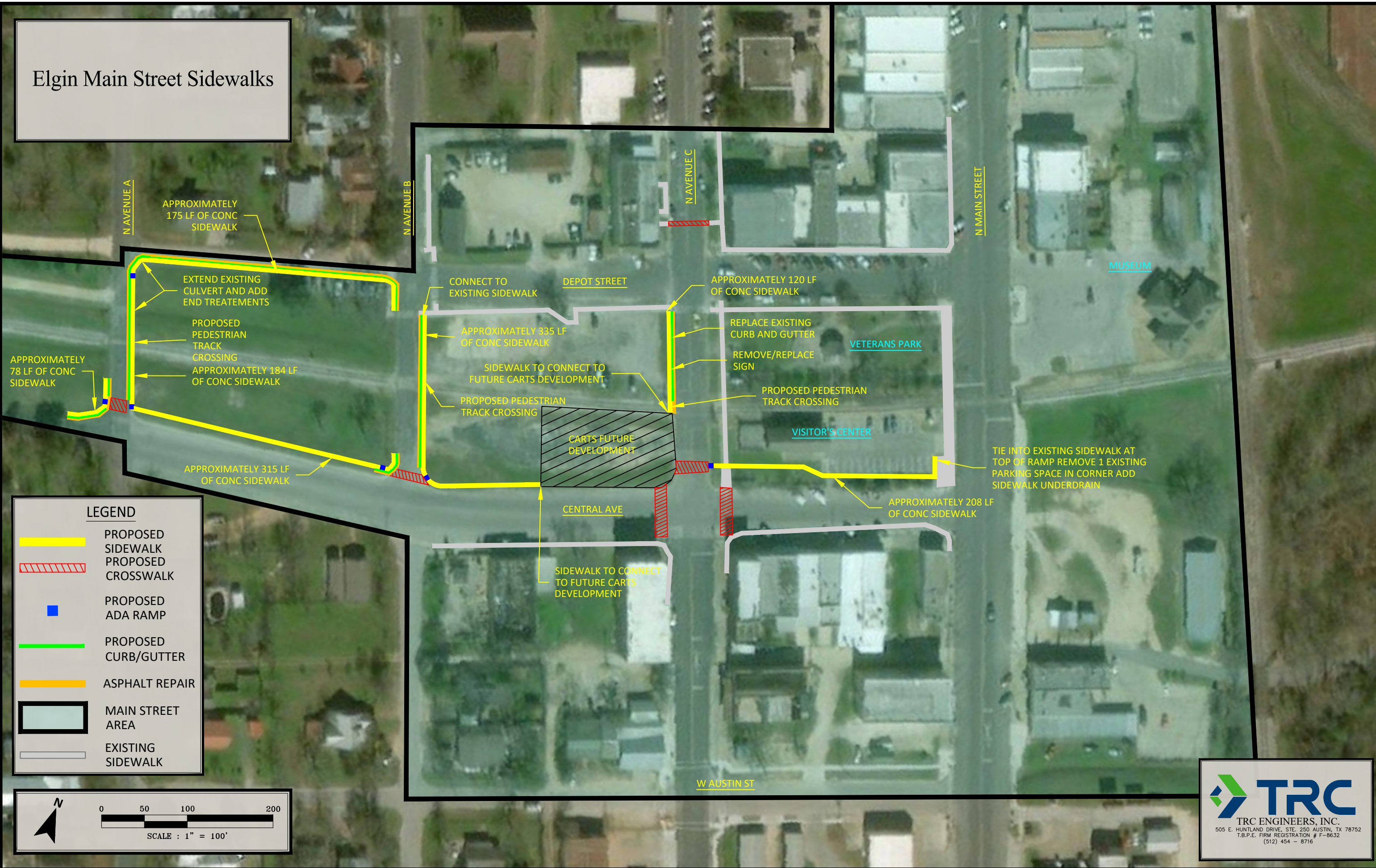
PASSED AND ADOPTED this 1st day of February, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

Elgin Main Street Sidewalks





505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

January 28, 2022

Mr. Ron Ramirez, Mayor and City Council
City of Elgin
310 N. Main Street
Elgin, Texas 78621

ATTN: Thomas Mattis, City Manager

**RE: 2020 Main Street Program Downtown Sidewalk Improvements
TXCDBG Contract No. 7220042
Bid Award Recommendation**

Dear Mr. Ramirez:

The bid opening for the above referenced project was held on January 25, 2022. A total of five (5) bids were submitted. The base bids ranged from a low of \$425,100.20 from Lone Star Sitework, LLC to a high of \$1,007,521.84 from Futura-Vest Construction, LLC for the original bid only. A detailed bid tabulation is attached for your reference.

The project consists of installation of new sidewalks and pedestrian improvements along Avenue A, Avenue B, Avenue C, Depot Street and Central Avenue, including extensions of existing storm drain culverts, asphalt pavement, and all necessary appurtenances.

The low bidder, Lone Star Sitework, LLC, has successfully completed similar work in the past. TRC conducted reference checks on projects supplied by the contractor and found that Lone Star Sitework, LLC completed projects to the satisfaction of the Owner's and Engineer's. It is recommended that Lone Star Sitework, LLC be awarded a contract for the total base bid amount of \$425,100.20. It is not recommended that the additive alternate bid be awarded at this time. The contractor has provided a bid bond and will be required to furnish a Performance Bond and Payment Bond to the City.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Beau Perry'.

K. Beau Perry, PE
Vice President - DMS

Attachment: Bid Tabulation, Contractor Reference Checks

City of Elgin
2020 Main Street Program Downtown Sidewalk Improvements
TXCDBG Contract No. 7220042
Bid Tabulation
January 25, 2022 - 11:00 A.M.



				Lone Star Sitework, LLC PO Box 1867 Wimberly, Texas 78676		304 Construction, LLC 1083 FM 812, STE I-9 Cedar Creek, Texas 78612		A Greater Austin Development Co 6500 River Place Blvd Bldg 1, Ste 201	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
ORIGINAL BID									
P.1	Performance / Payment bonds	1	LS	\$9,000.00	\$9,000.00	\$14,000.00	\$14,000.00	\$10,882.00	\$10,882.00
P.2	Mobilization / Demobilization	1	LS	\$5,200.00	\$5,200.00	\$50,000.00	\$50,000.00	\$51,000.00	\$51,000.00
P.3	Removing asphalt and base	546	SY	\$28.00	\$15,288.00	\$50.00	\$27,300.00	\$26.15	\$14,277.90
P.4	Removing concrete curb	173	LF	\$14.00	\$2,422.00	\$20.00	\$3,460.00	\$28.50	\$4,930.50
P.5	Removing concrete sidewalk	34	SY	\$20.00	\$680.00	\$150.00	\$5,100.00	\$68.50	\$2,329.00
P.6	Removing storm drain piping	58	LF	\$20.00	\$1,160.00	\$50.00	\$2,900.00	\$33.25	\$1,928.50
P.7	Removing existing signs	4	EA	\$250.00	\$1,000.00	\$200.00	\$800.00	\$780.00	\$3,120.00
P.8	Relocating existing fire hydrants	2	EA	\$3,620.00	\$7,240.00	\$10,000.00	\$20,000.00	\$4,845.00	\$9,690.00
P.9	Adjusting water valve or meter	3	EA	\$350.00	\$1,050.00	\$1,000.00	\$3,000.00	\$1,760.00	\$5,280.00
P.10	Extending 6" water lines to relocated fire hydrants	10	LF	\$120.00	\$1,200.00	\$200.00	\$2,000.00	\$285.00	\$2,850.00
P.11	Installing 5" thick concrete sidewalk	806	SY	\$109.50	\$88,257.00	\$65.00	\$52,390.00	\$76.00	\$61,256.00
P.12	Installing 5" thick concrete pavement, flush to asphalt	15	SY	\$160.00	\$2,400.00	\$90.00	\$1,350.00	\$225.00	\$3,375.00
P.13	Installing concrete "catch" curb and gutter	620	LF	\$48.20	\$29,884.00	\$50.00	\$31,000.00	\$27.00	\$16,740.00
P.14	Installing "flush" curb	135	LF	\$47.00	\$6,345.00	\$35.00	\$4,725.00	\$24.00	\$3,240.00
P.15	Installing concrete curb and gutter transition from full to flush	48	LF	\$47.50	\$2,280.00	\$50.00	\$2,400.00	\$27.00	\$1,296.00
P.16	Installing concrete deepened footings	190	LF	\$99.00	\$18,810.00	\$20.00	\$3,800.00	\$48.00	\$9,120.00
P.17	Installing Type II Parallel Curb Ramps	8	EA	\$1,550.00	\$12,400.00	\$1,000.00	\$8,000.00	\$1,508.00	\$12,064.00
P.18	Installing Type VII Directional Curb Ramps	3	EA	\$1,450.00	\$4,350.00	\$1,000.00	\$3,000.00	\$1,334.00	\$4,002.00
P.19	Installing Type I Perpendicular Curb Ramps	1	EA	\$1,550.00	\$1,550.00	\$3,000.00	\$3,000.00	\$1,259.00	\$1,259.00
P.20	Installing Asphalt Pavement and Flexible Base	502	SY	\$118.00	\$59,236.00	\$50.00	\$25,100.00	\$200.00	\$100,400.00
P.21	For installing Type B Handrails	190	LF	\$101.00	\$19,190.00	\$150.00	\$28,500.00	\$119.00	\$22,610.00
P.22	Installing 3" PVC Drain lines underneath concrete sidewalk	10	LF	\$120.00	\$1,200.00	\$100.00	\$1,000.00	\$21.00	\$210.00
P.23	Installing 10" Precast Concrete Curb inlet	1	EA	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$6,924.00	\$6,924.00
P.24	Installing 18" Class III reinforced concrete pipe for storm drain	127	LF	\$78.50	\$9,969.50	\$200.00	\$25,400.00	\$148.00	\$18,796.00
P.25	Installing 24" Class III reinforced concrete pipe for storm drain	31	LF	\$103.50	\$3,208.50	\$200.00	\$6,200.00	\$160.00	\$4,960.00
P.26	Installing 18" Safety End Treatment for storm drain	8	EA	\$1,650.00	\$13,200.00	\$2,500.00	\$20,000.00	\$3,823.00	\$30,584.00
P.27	Installing 24" Safety End Treatment for storm drain	2	EA	\$1,875.00	\$3,750.00	\$2,500.00	\$5,000.00	\$4,149.00	\$8,298.00
P.28	Installing Pre-Cast Concrete or Rubber Railroad Crossing	488	SF	\$112.00	\$54,656.00	\$100.00	\$48,800.00	\$80.00	\$39,040.00
P.29	Installing Concrete Driveway	130	SY	\$135.00	\$17,550.00	\$60.00	\$7,800.00	\$118.00	\$15,340.00
P.30	Installing 24" white (solid) reflective pavement markings	566	LF	\$11.50	\$6,509.00	\$10.00	\$5,660.00	\$11.00	\$6,226.00
P.31	Installing 4" white (solid) reflective pavement markings	661	LF	\$3.20	\$2,115.20	\$10.00	\$6,610.00	\$4.00	\$2,644.00
P.32	SWPPP	1	LS	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
P.33	Traffic Control Plan	5	MO	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00	\$3,500.00	\$17,500.00
P.34	Roadway Worker in Charge (RWIC)	1	LS	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$3,600.00	\$3,600.00
TOTAL ORIGINAL BID					\$425,100.20		\$443,295.00		\$498,771.90

City of Elgin
2020 Main Street Program Downtown Sidewalk Improvements
TXCDBG Contract No. 7220042
Bid Tabulation
January 25, 2022 - 11:00 A.M.



Lone Star Sitework, LLC PO Box 1867 Wimberly, Texas 78676	304 Construction, LLC 1083 FM 812, STE I-9 Cedar Creek, Texas 78612	A Greater Austin Development Co 6500 River Place Blvd Bldg 1, Ste 201
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Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
ADDITIVE ALTERNATE BID									
P.A.1	Saw cutting and removing asphalt base	395	SY	\$28.00	\$11,060.00	\$50.00	\$19,750.00	\$31.00	\$12,245.00
P.A.2	Removing concrete curb	15	LF	\$14.00	\$210.00	\$50.00	\$750.00	\$34.00	\$510.00
P.A.3	Removing concrete sidewalk	47	SY	\$20.00	\$940.00	\$150.00	\$7,050.00	\$82.00	\$3,854.00
P.A.4	Removing storm drain piping	171	LF	\$20.00	\$3,420.00	\$20.00	\$3,420.00	\$40.00	\$6,840.00
P.A.5	Removing existing signs	6	EA	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$780.00	\$4,680.00
P.A.6	Relocating existing mailboxes	1	EA	\$350.00	\$350.00	\$200.00	\$200.00	\$660.00	\$660.00
P.A.7	Adjusting existing guywire	1	EA	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
P.A.8	Installing 5" thick concrete sidewalk	287	SY	\$109.50	\$31,426.50	\$65.00	\$18,655.00	\$75.00	\$21,525.00
P.A.9	Installing concrete "catch" curb and gutter	137	LF	\$48.20	\$6,603.40	\$50.00	\$6,850.00	\$27.00	\$3,699.00
P.A.10	Installing concrete "spill" curb and gutter	171	LF	\$48.20	\$8,242.20	\$50.00	\$8,550.00	\$27.00	\$4,617.00
P.A.11	Installing concrete "flush" curb	127	LF	\$47.00	\$5,969.00	\$35.00	\$4,445.00	\$24.00	\$3,048.00
P.A.12	Installing concrete curb and gutter transition from full to flush	40	LF	\$47.50	\$1,900.00	\$50.00	\$2,000.00	\$27.00	\$1,080.00
P.A.13	Installing Type VII Directional Curb Ramps	6	EA	\$1,450.00	\$8,700.00	\$1,000.00	\$6,000.00	\$1,333.00	\$7,998.00
P.A.14	Installing Asphalt Pavement and Flexible Base	466	SY	\$118.00	\$54,988.00	\$50.00	\$23,300.00	\$212.00	\$98,792.00
P.A.15	Installing 4" PVC Drain lines underneath concrete sidewalk	5	LF	\$130.00	\$650.00	\$100.00	\$500.00	\$36.00	\$180.00
P.A.16	Installing 18" Class III reinforced concrete pipe for storm drain	67	LF	\$89.00	\$5,963.00	\$200.00	\$13,400.00	\$148.00	\$9,916.00
P.A.17	Installing 24" Class III reinforced concrete pipe for storm drain	16	LF	\$131.00	\$2,096.00	\$200.00	\$3,200.00	\$160.00	\$2,560.00
P.A.18	Installing 18" Safety End Treatment for storm drain	5	EA	\$1,650.00	\$8,250.00	\$2,500.00	\$12,500.00	\$3,823.00	\$19,115.00
P.A.19	Installing 24" Safety End Treatment for storm drain	1	EA	\$1,875.00	\$1,875.00	\$2,500.00	\$2,500.00	\$4,151.00	\$4,151.00
P.A.20	Installing Pre-Cast Concrete or Rubber Railroad Crossing	218	SF	\$112.00	\$24,416.00	\$100.00	\$21,800.00	\$100.00	\$21,800.00
P.A.21	Installing Concrete Driveway	76	SY	\$135.00	\$10,260.00	\$60.00	\$4,560.00	\$124.00	\$9,424.00
P.A.22	Installing 24" white (solid) reflective pavement markings	124	LF	\$11.50	\$1,426.00	\$10.00	\$1,240.00	\$11.00	\$1,364.00
P.A.23	Roadway Worker in Charge (RWIC)	1	LS	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$2,400.00	\$2,400.00
	TOTAL ALTERNATE BID				\$199,745.10		\$172,370.00		\$241,958.00
Total Base Bid and Additive Alternate					\$624,845.30		\$615,665.00		\$740,729.90

City of Elgin
2020 Main Street Program Downtown Sidewalk
TXCDBG Contract No. 7220042
Bid Tabulation
January 25, 2022 - 11:00 A.M.



				Patin Construction, LLC 380 W. 2nd Street Taylor, Texas 76574		Futura-Vest Construction, LLC 128 Deerwood Drive Sonora, Texas 76950	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
ORIGINAL BID							
P.1	Performance / Payment bonds	1	LS	\$50,000.00	\$50,000.00	\$27,772.50	\$27,772.50
P.2	Mobilization / Demobilization	1	LS	\$40,000.00	\$40,000.00	\$84,159.11	\$84,159.11
P.3	Removing asphalt and base	546	SY	\$200.00	\$109,200.00	\$81.00	\$44,226.00
P.4	Removing concrete curb	173	LF	\$75.00	\$12,975.00	\$55.00	\$9,515.00
P.5	Removing concrete sidewalk	34	SY	\$125.00	\$4,250.00	\$235.30	\$8,000.20
P.6	Removing storm drain piping	58	LF	\$75.00	\$4,350.00	\$200.00	\$11,600.00
P.7	Removing existing signs	4	EA	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00
P.8	Relocating existing fire hydrants	2	EA	\$10,000.00	\$20,000.00	\$25,000.00	\$50,000.00
P.9	Adjusting water valve or meter	3	EA	\$750.00	\$2,250.00	\$11,587.00	\$34,761.00
P.10	Extending 6" water lines to relocated fire hydrants	10	LF	\$750.00	\$7,500.00	\$5,000.00	\$50,000.00
P.11	Installing 5" thick concrete sidewalk	806	SY	\$125.00	\$100,750.00	\$104.00	\$83,824.00
P.12	Installing 5" thick concrete pavement, flush to asphalt	15	SY	\$500.00	\$7,500.00	\$566.67	\$8,500.05
P.13	Installing concrete "catch" curb and gutter	620	LF	\$60.00	\$37,200.00	\$35.00	\$21,700.00
P.14	Installing "flush" curb	135	LF	\$60.00	\$8,100.00	\$55.00	\$7,425.00
P.15	Installing concrete curb and gutter transition from full to flush	48	LF	\$120.00	\$5,760.00	\$116.66	\$5,599.68
P.16	Installing concrete deepened footings	190	LF	\$125.00	\$23,750.00	\$165.00	\$31,350.00
P.17	Installing Type II Parallel Curb Ramps	8	EA	\$2,000.00	\$16,000.00	\$4,800.00	\$38,400.00
P.18	Installing Type VII Directional Curb Ramps	3	EA	\$2,000.00	\$6,000.00	\$6,400.00	\$19,200.00
P.19	Installing Type I Perpendicular Curb Ramps	1	EA	\$2,000.00	\$2,000.00	\$6,700.00	\$6,700.00
P.20	Installing Asphalt Pavement and Flexible Base	502	SY	\$225.00	\$112,950.00	\$85.50	\$42,921.00
P.21	For installing Type B Handrails	190	LF	\$175.00	\$33,250.00	\$250.00	\$47,500.00
P.22	Installing 3" PVC Drain lines underneath concrete sidewalk	10	LF	\$50.00	\$500.00	\$6,000.00	\$60,000.00
P.23	Installing 10" Precast Concrete Curb inlet	1	EA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
P.24	Installing 18" Class III reinforced concrete pipe for storm drain	127	LF	\$100.00	\$12,700.00	\$250.00	\$31,750.00
P.25	Installing 24" Class III reinforced concrete pipe for storm drain	31	LF	\$125.00	\$3,875.00	\$967.30	\$29,986.30
P.26	Installing 18" Safety End Treatment for storm drain	8	EA	\$3,000.00	\$24,000.00	\$6,500.00	\$52,000.00
P.27	Installing 24" Safety End Treatment for storm drain	2	EA	\$4,000.00	\$8,000.00	\$8,500.00	\$17,000.00
P.28	Installing Pre-Cast Concrete or Rubber Railroad Crossing	488	SF	\$200.00	\$97,600.00	\$65.00	\$31,720.00
P.29	Installing Concrete Driveway	130	SY	\$150.00	\$19,500.00	\$108.00	\$14,040.00
P.30	Installing 24" white (solid) reflective pavement markings	566	LF	\$25.00	\$14,150.00	\$25.00	\$14,150.00
P.31	Installing 4" white (solid) reflective pavement markings	661	LF	\$15.00	\$9,915.00	\$22.00	\$14,542.00
P.32	SWPPP	1	LS	\$3,000.00	\$3,000.00	\$17,500.00	\$17,500.00
P.33	Traffic Control Plan	5	MO	\$5,000.00	\$25,000.00	\$6,000.00	\$30,000.00
P.34	Roadway Worker in Charge (RWIC)	1	LS	\$15,000.00	\$15,000.00	\$45,680.00	\$45,680.00
TOTAL ORIGINAL BID					\$853,025.00		\$1,007,521.84

City of Elgin
2020 Main Street Program Downtown Sidewalk
TXCDBG Contract No. 7220042
Bid Tabulation
January 25, 2022 - 11:00 A.M.



				Patin Construction, LLC 380 W. 2nd Street Taylor, Texas 76574		Futura-Vest Construction, LLC 128 Deerwood Drive Sonora, Texas 76950	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total
ADDITIVE ALTERNATE BID							
P.A.1	Saw cutting and removing asphalt base	395	SY	\$200.00	\$79,000.00	\$45.00	\$17,775.00
P.A.2	Removing concrete curb	15	LF	\$75.00	\$1,125.00	\$33.33	\$499.95
P.A.3	Removing concrete sidewalk	47	SY	\$125.00	\$5,875.00	\$45.00	\$2,115.00
P.A.4	Removing storm drain piping	171	LF	\$75.00	\$12,825.00	\$45.00	\$7,695.00
P.A.5	Removing existing signs	6	EA	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00
P.A.6	Relocating existing mailboxes	1	EA	\$1,500.00	\$1,500.00	\$0.00	\$0.00
P.A.7	Adjusting existing guywire	1	EA	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
P.A.8	Installing 5" thick concrete sidewalk	287	SY	\$125.00	\$35,875.00	\$108.00	\$30,996.00
P.A.9	Installing concrete "catch" curb and gutter	137	LF	\$60.00	\$8,220.00	\$65.00	\$8,905.00
P.A.10	Installing concrete "spill" curb and gutter	171	LF	\$60.00	\$10,260.00	\$85.00	\$14,535.00
P.A.11	Installing concrete "flush" curb	127	LF	\$60.00	\$7,620.00	\$45.00	\$5,715.00
P.A.12	Installing concrete curb and gutter transition from full to flush	40	LF	\$60.00	\$2,400.00	\$45.00	\$1,800.00
P.A.13	Installing Type VII Directional Curb Ramps	6	EA	\$2,000.00	\$12,000.00	\$3,500.00	\$21,000.00
P.A.14	Installing Asphalt Pavement and Flexible Base	466	SY	\$225.00	\$104,850.00	\$40.50	\$18,873.00
P.A.15	Installing 4" PVC Drain lines underneath concrete sidewalk	5	LF	\$25.00	\$125.00	\$300.00	\$1,500.00
P.A.16	Installing 18" Class III reinforced concrete pipe for storm drain	67	LF	\$100.00	\$6,700.00	\$382.68	\$25,639.56
P.A.17	Installing 24" Class III reinforced concrete pipe for storm drain	16	LF	\$125.00	\$2,000.00	\$1,160.00	\$18,560.00
P.A.18	Installing 18" Safety End Treatment for storm drain	5	EA	\$3,000.00	\$15,000.00	\$6,500.00	\$32,500.00
P.A.19	Installing 24" Safety End Treatment for storm drain	1	EA	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00
P.A.20	Installing Pre-Cast Concrete or Rubber Railroad Crossing	218	SF	\$200.00	\$43,600.00	\$65.00	\$14,170.00
P.A.21	Installing Concrete Driveway	76	SY	\$150.00	\$11,400.00	\$108.00	\$8,208.00
P.A.22	Installing 24" white (solid) reflective pavement markings	124	LF	\$25.00	\$3,100.00	\$35.00	\$4,340.00
P.A.23	Roadway Worker in Charge (RWIC)	1	LS	\$15,000.00	\$15,000.00	\$200.00	\$200.00
	TOTAL ALTERNATE BID				\$392,475.00		\$251,526.51
Total Base Bid and Additive Alternate					\$1,245,500.00		\$1,259,048.35

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Elgin TDA 2020 Main Street Sidewalks

CONTRACTOR: Lone Star Sidewalk

CONTACT INFO: x

AREA(S) OF WORK: _____ UTILITIES

X CONCRETE

_____ ROADWAY & TRANSPORTATION

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE: Chandler Williams

CONTACT INFO: 361-364-6422

DATE OF INTERVIEW: 1/26/2022

1. Project Time:

a. Was the construction started and completed on time?

yes

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

no

c. Were there any significant delays or work stoppages?

no

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

no

- e. Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

no

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

no

- c. Did the contractor pay his sub-contractors timely?

no

- d. Were there any liens placed on the project from vendors or sub-contractors?

no

- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Traffic, sidewalks, roadways, highways...

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

no

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

yes

- b. Were there any significant issues with the contractor's employees dealing with the public?

no

- c. Were there many complaints from the residents regarding the contractor?

no

- d. Did the contractor cleanup his work site sufficiently?

yes

- e. Was there excessive personnel turnover for the contractor's field workers?

no

- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

no

6. General:

- a. How much of the work was self performed versus sub contracted out?

Self-performed 100%

- b. Did the contractor do the utilities or sub contract them out?

No utilities

- c. Did the contractor do the roadway work or sub contract it out?

Sidewalk mostly, minor repair

7. Would you hire this contractor again?

Yes

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Elgin TDA 2020 Main Street Sidewalks

CONTRACTOR: Lone Star Sitework

CONTACT INFO: x

AREA(S) OF WORK: _____ UTILITIES

X CONCRETE

_____ ROADWAY & TRANSPORTATION

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE: Jacob Walker

CONTACT INFO: 409-720-8335

DATE OF INTERVIEW: 1/26/2022

1. Project Time:

a. Was the construction started and completed on time?

yes

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

no

c. Were there any significant delays or work stoppages?

Delay – electrical work

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

no

- e. Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

no

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Don't know

- d. Were there any liens placed on the project from vendors or sub-contractors?

Don't know

- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Pedestrian improvements, ADA ramps, sidewalks, traffic signal

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

yes

- b. Were there any significant issues with the contractor's employees dealing with the public?

no

- c. Were there many complaints from the residents regarding the contractor?

no

- d. Did the contractor cleanup his work site sufficiently?

yes

- e. Was there excessive personnel turnover for the contractor's field workers?

no

- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No – Spanish some

6. General:

- a. How much of the work was self performed versus sub contracted out?

All except electrical, traffic control companies

- b. Did the contractor do the utilities or sub contract them out?

No utilities

- c. Did the contractor do the roadway work or sub contract it out?

Yes, asphalt

7. Would you hire this contractor again?

Yes

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Elgin TDA 2020 Main Street Sidewalks

CONTRACTOR: Lone Star Sitework

CONTACT INFO: x

AREA(S) OF WORK: _____ UTILITIES

X CONCRETE

_____ ROADWAY & TRANSPORTATION

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE: Craig Rice

CONTACT INFO: 512-858-4725

DATE OF INTERVIEW: 1/26/2022

1. Project Time:

a. Was the construction started and completed on time?

Yes

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

No

c. Were there any significant delays or work stoppages?

No. Road – issues mix design

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Not aware

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Roadway repair, maintenance, roadway, asphalt

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

b. Were there any significant issues with the contractor's employees dealing with the public?

No

c. Were there many complaints from the residents regarding the contractor?

No

d. Did the contractor cleanup his work site sufficiently?

Yes

e. Was there excessive personnel turnover for the contractor's field workers?

No, short projects

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

6. General:

a. How much of the work was self performed versus sub contracted out?

Majority was self-performed

b. Did the contractor do the utilities or sub contract them out?

No utilities

c. Did the contractor do the roadway work or sub contract it out?

No

7. Would you hire this contractor again?

Yes

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Elgin TDA 2020 Main Street Sidewalks

CONTRACTOR: Lone Star Sitework

CONTACT INFO: x

AREA(S) OF WORK: _____ UTILITIES

X CONCRETE

_____ ROADWAY & TRANSPORTATION

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE: Mariano Martino

CONTACT INFO: 210-317-1232

DATE OF INTERVIEW: 1/26/22

1. Project Time:

a. Was the construction started and completed on time?

yes

b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

no

c. Were there any significant delays or work stoppages?

no

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

no

- e. Other?

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

no

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

no

- c. Did the contractor pay his sub-contractors timely?

don't know

- d. Were there any liens placed on the project from vendors or sub-contractors?

no

- e. Other?

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Sidewalk, paving and striping

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

no

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

yes

b. Were there any significant issues with the contractor's employees dealing with the public?

no

c. Were there many complaints from the residents regarding the contractor?

no

d. Did the contractor cleanup his work site sufficiently?

yes

e. Was there excessive personnel turnover for the contractor's field workers?

no

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

no

6. General:

a. How much of the work was self performed versus sub contracted out?

self-performed

b. Did the contractor do the utilities or sub contract them out?

relocate the pipes

c. Did the contractor do the roadway work or sub contract it out?

yes

7. Would you hire this contractor again?

yes



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MCDONALD MUNICIPAL AND INDUSTRIAL FOR MANUAL AND AUTOMAIC TRANSFER SWITCHES AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Recommend for approval

BACKGROUND: These manual and automatic transfer switches are part of the design to support the portable generator that was approved in the January Council meeting. This design allows for the generator to be plugged in at these infrastructure points and would help to facilitate fewer service interruptions by providing a alternate power source when significant power cannot be produced by the City of Elgin's electric providers. Furthermore, as a result of 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. The use of this portable generator would help to achieve such goals.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Recommended to approve

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 THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MCDONALD MUNICIPAL AND INDUSTRIAL FOR MANUAL AND AUTOMATIC TRANSFER SWITCHES AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin provides potable water and wastewater services to residents and businesses located within the city and its Certificate of Convenience & Necessity (CCN) service area; and,

WHEREAS, Recent storm events have demonstrated the need for alternative power for these critical infrastructures as well as the transfer switch and necessary upgrades to connect a generator; and,

WHEREAS, the implementation of such equipment is required By Texas Senate Bill 3. To maintain critical services; and,

WHEREAS, the City has received and fully vetted a proposal from MCDONALD MUNICIPAL AND INDUSTRIAL. for the installation of manual and automatic transfer switches.

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 MCDONALD MUNICIPAL AND INDUSTRIAL, for installation of manual and automatic transfer switches in the amount of \$168,469.00. a copy of the proposal being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders of the approved contract as stated above.

Section 4. 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 5. Effective Date. This Resolution shall take effect immediately upon passage.

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

January 26, 2021

Honorable Ron Ramirez, Mayor and City Council
City of Elgin
310 North Main
Elgin, Texas 78621

Attn: Mr. Thomas Mattis, City Manager

**RE: Portable Generator MTS-ATS
Bid Recommendation**

Dear Mayor Ramirez and Council Members:

One (1) sealed bid was received at Elgin City Council Chambers on January 25, 2021 at 11:00 A.M. for the above-referenced project. The base bid was \$168,469.00 from McDonald Municipal and Industrial of Houston, TX.

TRC conducted reference checks and found that McDonald Municipal and Industrial has performed work on similar projects to the satisfaction of Owners and Engineers. It is recommended that McDonald Municipal and Industrial be awarded the contract to furnish and install the infrastructure for the subject project.

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:

Attachment: Bid Tabulation, and Contractor Reference Check

City of Elgin
 Portable Generator MTS-ATS
 Bid Tabulation
 January 25, 2022 - 11:00 AM



McDonald Municipal & Industrial
 5044 Timber Creek
 Houston, Texas, 77017

Item	Item Description	Qty.	Unit	Unit Price	Total
Well #14					
7.1	400 Amp MTS	1	L.S.	\$15,000.00	\$15,000.00
7.2	Surge Protection	1	L.S.	\$5,000.00	\$5,000.00
7.3	Camlock Tap Box	1	L.S.	\$10,500.00	\$10,500.00
7.4	Conduit, Cable, and fittings	1	L.S.	\$11,500.00	\$11,500.00
7.5	Trenching and backfilling	1	L.S.	\$2,000.00	\$2,000.00
7.6	Supports and foundations	1	L.S.	\$2,000.00	\$2,000.00
Well #15					
7.7	200 Amp ATS	1	L.S.	\$13,500.00	\$13,500.00
7.8	Surge Protection	1	L.S.	\$5,000.00	\$5,000.00
7.9	Camlock Tap Box	1	L.S.	\$11,500.00	\$11,500.00
7.10	Conduit, Cable, and fittings	1	L.S.	\$7,800.00	\$7,800.00
7.11	Trenching and backfilling	1	L.S.	\$2,000.00	\$2,000.00
7.12	Supports and foundations	1	L.S.	\$2,000.00	\$2,000.00
Well #16					
7.13	400 Amp ATS	1	L.S.	\$15,000.00	\$15,000.00
7.14	Surge Protection	1	L.S.	\$5,000.00	\$5,000.00
7.15	Camlock Tap Box	1	L.S.	\$10,500.00	\$10,500.00
7.16	Conduit, Cable, and fittings	1	L.S.	\$11,500.00	\$11,500.00
7.17	Trenching and backfilling	1	L.S.	\$2,000.00	\$2,000.00
7.18	Supports and foundations	1	L.S.	\$2,000.00	\$2,000.00
Savannah Cove Lift Station					
7.19	Supports and foundations	1	L.S.	\$2,000.00	\$2,000.00
7.20	Trenching and backfilling	1	L.S.	\$2,000.00	\$2,000.00
7.21	Conduit, Cable, and fittings	1	L.S.	\$5,169.00	\$5,169.00
7.22	Camlock Tap Box	1	L.S.	\$10,500.00	\$10,500.00
7.23	Surge Protection	1	L.S.	\$5,000.00	\$5,000.00
7.24	200 Amp MTS	1	L.S.	\$10,000.00	\$10,000.00
TOTAL BASE BID				\$168,469.00	

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 457358 Elgin Portable Generator

CONTRACTOR: McDonald Municipal & Industrial

CONTACT INFO: Wayne Berkenmeier 713-921-1368

AREA(S) OF WORK: **UTILITIES**

 CONCRETE

 ROADWAY & TRANSPORTATION

 X **GENERAL CONSTRUCTION**

 X **OTHER:** Generators

REFERENCE: Eric Burrer

CONTACT INFO: 281-841-9405

DATE OF INTERVIEW: 1/27/2022

1. Project Time:

- a. Was the construction started and completed on time?
Yes
- b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
On Schedule
- c. Were there any significant delays or work stoppages?

There were some bad soils that was not predicted, but was still able to stay on time

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- e. Other?

No

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

Yes

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

No

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes

- b. Were there any significant issues with the contractor's employees dealing with the public?

No

- c. Were there many complaints from the residents regarding the contractor?

No

- d. Did the contractor cleanup his work site sufficiently?

Yes

- e. Was there excessive personnel turnover for the contractor's field workers?

No, same site manager and main leads

- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No

6. General:

- a. How much of the work was self performed versus sub contracted out?

80% was self performed

- b. Did the contractor do the utilities or sub contract them out?

Contractor

- c. Did the contractor do the roadway work or sub contract it out?

Sub contract

7. Would you hire this contractor again?

Yes

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 457358 Elgin Portable Generator

CONTRACTOR: McDonald Municipal & Industrial

CONTACT INFO: Wayne Berkenmeier 713-921-1368

AREA(S) OF WORK: **UTILITIES**

 CONCRETE

 ROADWAY & TRANSPORTATION

 X **GENERAL CONSTRUCTION**

 X **OTHER:** Generators

REFERENCE: Taylor Reed

CONTACT INFO: 713-782-0042

DATE OF INTERVIEW: 1/27/2022

1. Project Time:

- a. Was the construction started and completed on time?
Yes
- b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
No got done fast
- c. Were there any significant delays or work stoppages?

No

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- e. Other?

No

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

No

- c. Did the contractor pay his sub-contractors timely?

There was no complaints, so yes

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

No

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?

Yes, in direct contact with Engineer

- b. Were there any significant issues with the contractor's employees dealing with the public?

No contact with public

- c. Were there many complaints from the residents regarding the contractor?

No

- d. Did the contractor cleanup his work site sufficiently?

Yes, got on to it immediately if something did come up

- e. Was there excessive personnel turnover for the contractor's field workers?

No, same crew, only when there was niche work did other workers come into the project

- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?

No, has English speaking worker on site

6. General:

- a. How much of the work was self performed versus sub contracted out?

70% self, 30% from manufacture company

- b. Did the contractor do the utilities or sub contract them out?

Contractor

- c. Did the contractor do the roadway work or sub contract it out?

They did driveway repair

7. Would you hire this contractor again?

Yes

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: 457358 Elgin Portable Generator

CONTRACTOR: McDonald Municipal & Industrial

CONTACT INFO: Wayne Berkenmeier 713-921-1368

AREA(S) OF WORK: **UTILITIES**

 CONCRETE

 ROADWAY & TRANSPORTATION

 X **GENERAL CONSTRUCTION**

 X **OTHER:** Generators

REFERENCE: Wade Parks

CONTACT INFO: 832-335-8299

DATE OF INTERVIEW: 1/27/2022

1. Project Time:

- a. Was the construction started and completed on time?
Yes
- b. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
Completed on time even with delay from the City
- c. Were there any significant delays or work stoppages?

No just rain

- d. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

No

- e. Other?

Meet all times lines

2. Project Budget:

- a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

No

- b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?

Not really they would go ahead of the city inspection, but would be quickly resolved.

- c. Did the contractor pay his sub-contractors timely?

Yes

- d. Were there any liens placed on the project from vendors or sub-contractors?

No

- e. Other?

Stick to contract budget and let him know if there was a better solution, was even able to remove an item for the city.

3. Was the project that the contractor did for the reference similar in nature to the proposed project (type of construction, depth of utilities, etc.).

Yes

4. Safety:

- a. Were there any safety issues for the contractor's employees or safety issues with the public?

No

5. General Problems/Issues:

- a. Did the contractor work well with the City/Engineer staffs?
Yes
- b. Were there any significant issues with the contractor's employees dealing with the public?
No
- c. Were there many complaints from the residents regarding the contractor?
No
- d. Did the contractor cleanup his work site sufficiently?
Yes
- e. Was there excessive personnel turnover for the contractor's field workers?
Same crew from start to finish
- f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
Not from the chain of command, even with talking to workers they were able to understand

6. General:

- a. How much of the work was self performed versus sub contracted out?
95% was self performed, only procuring concrete was sub contracted out
- b. Did the contractor do the utilities or sub contract them out?
Contractor would do the work after it was in the property by the utilites
- c. Did the contractor do the roadway work or sub contract it out?
They did driveway repair

7. Would you hire this contractor again?

Yes



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO PROVIDE SIGNATURE FOR THE CITY CONCERNING THE ADDITION OF ANOTHER PARTY TO THE “ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT” TO THE ELGIN MUNICIPAL UTILITY DISTRICTS (MUD’S) #1 AND #2 FOR GBRK EDGEWOOD, LLC AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services.

PROPOSED ACTION: Approval of a Resolution authorizing the City Manager to provide signature on a modified “Assignment of Development and Consent Agreement” for Elgin Municipal Utility District # 1 & 2 to add another assignee to the original agreement. This is the only change to the original agreement.

BACKGROUND: Originally an “Assignment of Development and Consent Agreement” was signed between the City, the Assignor, and the Assignee concerning development of the Elgin MUDs for Trinity Ranch. Since that time another developer is desiring to be a part of the original Agreement. Under Section 9.03 of Resolution 2020-08-04-32, any subsequent developer desiring to be on the Agreement must seek City approval and it must be in writing. Hence the Resolution authorizing the City Manager to sign as 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: Adopt and approve a Resolution authorizing the City Manager to provide signature on a modified “Assignment of Development and Consent Agreement” for Elgin Municipal Utility District # 1 & 2 (Trinity Ranch)

ATTACHMENTS: Staff Report & Resolution with Exhibit A.

☐ 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. 2022-02-01-??

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO PROVIDE SIGNATURE FOR THE CITY CONCERNING THE ADDITION OF ANOTHER PARTY TO THE “ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT” TO THE ELGIN MUNICIPAL UTILITY DISTRICTS #1 AND #2 FOR GBRK EDGEWOOD, LLC AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City of Elgin (“City”) BTR Development Inc., Century Land Holdings II, LLC (“Assignor”), Century Land Holdings II, LLC (“Assignee”) signed the original “Assignment of Development and Consent Agreement”; and,

WHEREAS, there is a desire to add GBRK Edgewood LLC to be added to the “Assignment of Development and Consent Agreement” as another assignee to the Agreement, and

WHEREAS, this Resolution is the mechanism necessary to allow for this additional Assignee to be added to the agreement and the City Manager to sign on behalf of the City.

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

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 and findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute their signature on the *Assignment of Development and Consent Agreement*, a copy of said agreement being attached hereto and marked as Exhibit A; and made a part of this Resolution as if copied verbatim herein.

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

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

PASSED, and **ADOPTED** on this 01st day of February 2022.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT

This Assignment of Development and Consent Agreement (this “Assignment”) is entered into by and between **BTR Development, Inc.**, a Texas corporation (“Assignor”), and **Century Land Holdings II, LLC**, a Colorado limited liability company ~~–~~, and **GRBK Edgewood LLC**, a Texas limited liability company (collectively, “Assignee”), to be effective as of the ____ day of January, 2022 (the “Effective Date”). The **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”), joins in this Assignment to evidence its consent pursuant to Section 9.03(a) of the Development and Consent Agreement (defined below). Further, **Bastrop Trinity Investors, LLC**, a Texas limited liability company (“Owner”), as a party to the Development and Consent Agreement, joins in this Assignment to evidence its consent.

WITNESSETH:

A. The City, Developer, Owner, **Elgin Municipal Utility District No. 1** and **Elgin Municipal Utility District No. 2** (each, as “District” and, together, the “Districts”) previously entered into a Development and Consent Agreement Among City of Elgin, Texas, Bastrop Trinity Investors, LLC, BTR Development, Inc., Elgin Municipal Utility District No. 1 and Elgin Municipal Utility District No. 2 dated effective August 6, 2020 (the “Development and Consent Agreement”), which, among other things, provides for the creation of the Districts and a regulatory process for the development of ±385.861 acres of land located in the City’s extraterritorial jurisdiction and included within the boundaries of the Districts (the “Property”).

B. On the Effective Date, Owner has sold and conveyed and Assignee has purchased the Property and, in connection with such sale, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume and perform, all of Assignor’s rights, duties, and obligations under the Development Consent Agreement.

C. Section 9.03(a) of the Development and Consent Agreement provides that Assignor, as “Developer”, may assign its rights and obligations thereunder to a subsequent developer of all or a portion of the Property, provided that: (i) the City consents to such assignment; and (ii) the assignment is in writing, specifically sets forth the assigned rights and obligations, and is executed by the assignee.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor has ASSIGNED, TRANSFERRED, AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER, AND CONVEY to Assignee all of Assignor’s rights, duties, and obligations as “Developer” in, to, and under the Development and Consent Agreement.

2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the rights, duties, and obligations of Assignor as “Developer” in, to, and under the Development and Consent Agreement. Assignee’s contact information for purposes of

notice under the Agreement is as follows:

Century Community Land Holdings II, LLC
Attn: Brian Bekker & Justin Belmore
6500 River Place Boulevard
Building 2, Suite 200
Austin, Texas 78730

With Required Copies to: Century Communities
Attn: Gavin Parker & Jill Voegtler
333 Cypress Run, Suite 200
Houston, Texas 77094

Winstead PC
Attn: Mark D. Grobmyer and Jerry Lott
401 Congress Avenue, Suite 2100
Austin, Texas 78701

and GRBK Edgewood LLC
Attn: Bobby Samuel
2805 Dallas Parkway, Suite 400
Plano, Texas 75093

With Required Copies to: Green Brick Partners, Inc.
Attn: Hilary Liston, Esq.
2805 Dallas Parkway, Suite 400
Plano, Texas 75093

3. Indemnity. Assignor agrees to indemnify and hold Assignee harmless from and against all obligations of “Developer” under the Development and Consent Agreement to the extent such obligations were applicable to the period and required to be performed prior to the Effective Date. Assignee agrees to indemnify and hold Assignor harmless from and against all obligations of “Developer” under the Development and Consent Agreement to the extent that such obligations are applicable to the period and required to be performed from and after the Effective Date.

4. Binding Effect. All of the terms, provisions, covenants, and conditions set forth herein will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Headings. The headings and captions in this assignment are for convenience only, and will not control or affect the meaning or construction of any provision of this Assignment.

6. Counterparts. To facilitate execution: (a) this Assignment may be executed in any number of counterparts; and (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed

counterparts. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

7. Severability. If any provision of this Assignment is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Assignment not be affected thereby, and that, in lieu of each provision of this Assignment that is illegal, invalid, or unenforceable, there be added as a part of this Assignment a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.

8. Construction Venue. The construction and validity of this Assignment will be governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas. Both Assignor and Assignee have participated in the negotiation and drafting of this Assignment; therefore, in the event of any ambiguity, the provisions of this Assignment will not be construed for or against either party.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date set forth above.

[COUNTERPART SIGNATURE PAGES FOLLOW]

COUNTERPART SIGNATURE PAGE TO
ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT

ASSIGNOR:

BTR Development, Inc.,
a Texas corporation

By: _____
Joseph W. Straub, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 202__, by Joseph W. Straub, President of BTR Development, Inc., a Texas corporation, on behalf of said corporation.

Notary Public Signature

(Seal)

COUNTERPART SIGNATURE PAGE TO
ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT

ASSIGNEE:

Century Land Holdings II, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF _____ §

_____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202__, by _____
_____, _____ of Century Land Holdings II, LLC, a Colorado limited
liability company, on behalf of said limited liability company.

Notary Public Signature

(Seal)

COUNTERPART SIGNATURE PAGE TO
ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT

ASSIGNEE:

GRBK Edgewood LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

THE STATE OF COLLIN §

§
COUNTY OF TEXAS §

This instrument was acknowledged before me on _____, 202____, by
_____, of GRBK Edgewood LLC, a Texas limited liability
company, on behalf of said limited liability company.

Notary Public Signature

(Seal)

COUNTERPART SIGNATURE PAGE TO
ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT

CONSENT OF THE CITY OF ELGIN:

In accordance with the terms of the Development and Consent Agreement, the undersigned on behalf of the City hereby consents to the attached Assignment of Development and Consent Agreement.

City of Elgin, Texas,
a home-rule city

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

 This instrument was acknowledged before me on _____, 202__, by _____
_____, _____ of the City of Elgin, Texas, a home-rule city, on behalf of
said city.

Notary Public Signature

(Seal)

COUNTERPART SIGNATURE PAGE TO
ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT

OWNER:

Bastrop Trinity Investors, LLC,
a Texas limited liability company

By: _____
James R. Harris, Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 202__, by James R. Harris, Manager of Bastrop Trinity Investors, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public Signature

(Seal)

Document comparison by Workshare Compare on Monday, January 3, 2022
3:20:06 PM

Input:	
Document 1 ID	file:///Z:/Shared/Corporate/Land/Land Acquisitions/Austin/Raw Land for Development/Elgin/Trinity Ranch/MUD Documents/Elgin MUDs 1 & 2 -- Assignment of Development and Consent Agreement (W1114291xB6045) v1.DOCX
Description	Elgin MUDs 1 & 2 -- Assignment of Development and Consent Agreement (W1114291xB6045) v1
Document 2 ID	file:///Z:/Shared/Corporate/Land/Land Acquisitions/Austin/Raw Land for Development/Elgin/Trinity Ranch/MUD Documents/Elgin MUDs 1 & 2 -- Assignment of Development and Consent Agreement (W1114291xB6045) v2.docx
Description	Elgin MUDs 1 & 2 -- Assignment of Development and Consent Agreement (W1114291xB6045) v2
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	28
Deletions	1

Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	29



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: RESOLUTION BY THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY TO CONTINUE ANIMAL SHELTERING SERVICES FOR A TWO-YEAR TERM BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2023

DEPARTMENT: Police

PROPOSED ACTION: Approve the Resolution for the mayor to sign/execute the Interlocal Agreement with Bastrop County for animal sheltering services

BACKGROUND: The current ILA has expired. The agreed upon services and \$12,000.00 annual cost remains the same as years past; no changes.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION:

ATTACHMENTS:

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH
BASTROP COUNTY TO CONTINUE ANIMAL SHELTERING
SERVICES FOR A TWO-YEAR TERM BEGINNING OCTOBER 1, 2021
AND ENDING SEPTEMBER 30, 2023**

WHEREAS, For years the City of Elgin has maintained an Interlocal Agreement (ILA) with Bastrop County, TX for Animal Sheltering services for animals seized within the incorporated limits of the City of Elgin.

WHEREAS, The City of Elgin does not operate its own animal shelter and it is in the City's interests to renew the ILA.

WHEREAS, The City of Elgin Animal Control Officer will make monthly written reports to the Chief of Police documenting the number of animals transferred to the custody of the Bastrop County Animal Shelter.

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

Section 1. Findings. The above recitals are true and correct; and the mayor is authorized to execute the ILA. The ILA is attached hereto as EXHIBIT A and made part of this Resolution as if copied verbatim therein.

Section 2. Budget. The City Council does hereby acknowledge that this item was included within the *FY21-22 City of Elgin Annual Operating Budget*.

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 1st day of February 2022.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



INTERLOCAL AGREEMENT BASTROP COUNTY AND CITY OF ELGIN FOR ANIMAL CONTROL SERVICES

This Interlocal Cooperation Agreement, related to Animal Shelter Services ("Agreement"), is made and entered by and between the City of Elgin, a municipal corporation, (the "City") and Bastrop County, a local governmental entity ("the "County"). The County and the City may be herein referred to jointly as the "Parties" and singularly as "Party."

RECITALS

WHEREAS, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas: and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

NOW, THEREFORE, in consideration of these premises it is mutually agreed between the Parties as follows:

1. GENERAL TERMS AND CONDITIONS

- 1.1** The Parties acknowledge and agree that all terms used in this Agreement, when not specifically defined herein, shall have the meanings set forth in the Bastrop County Rabies and Animal Control Ordinance, a copy of which is attached hereto and made a part of this Agreement.
- 1.2** The City shall not deliver domestic livestock or Exotic Animals to the Shelter, unless otherwise specifically approved and agreed in advance by the County Shelter personnel. The County shall have sole authority to determine, on a case-by-case basis, whether it will accept domestic livestock or Exotic Animals at the County's facilities, under the terms set forth herein.
- 1.3** **OPERATIONAL DAYS** The Bastrop County Shelter is generally open to the public and available to the City seven (7) days a week, between the hours of 8am and 4pm, with the exception of County recognized holidays when the hours may be reduced. Other exceptions to these hours may be due to County declared emergencies per the County Judge or other adverse conditions, with County Commissioner liaison approval. Dates that the County recognizes as holidays are available to the public by viewing the online calendar or by contacting County administrative offices. During the above mentioned hours, the Shelter is available for owners to reclaim impounded or held animals.
- 1.4** Animals impounded by the City and held by the County at the Shelter will become property of the County if they are not reclaimed during the holding period as noted herein. The County will dispose of such unclaimed animals as the County deems appropriate to the specific circumstances. (E.g., via adoption, humane euthanasia, and/or transfer to a rescue society).

2. GENERAL PROVISIONS OF ANIMAL CARE

- 2.1** City Authority to Impound/Deliver Animals to the Shelter
- 2.1.A Animals owned or harbored in violation of City Code of Ordinances, or laws of the State of Texas, may be taken into custody by an Animal Control Officer or other designated official and impounded under the provisions of the City's laws and regulations. Included is the authority to deliver such animals to the Shelter, per terms of this Agreement. This Agreement pertaining to sheltering, fees, reclaim periods, quarantine, disposition, and other requirements shall apply to all animals brought in from within City Limits, including those brought by City Animal Control Officers, other designated officials, or private citizens. The City may request the assistance of the County in controlling or capturing animals within their city limits. However, The County's assistance will be based on availability between the hours of 0800 and 1600 during regularly staffed days (not including holidays). Bastrop County may respond to emergencies (ex. due to arrest, accident, medical emergency or death of a person -with no caregiver for animal able to be located, confirmed possible rabies exposure from an animal without a known owner). If the County is available and provides such assistance, there will be a separate hourly charge for those services (see Section 4).

- 2.1.B Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set forth by Bastrop County and as agreed between the parties for operation of the Shelter. The fees for the impoundment of animals are to be collected by the Shelter on behalf of the City and the City agrees that, as partial consideration for this Agreement, the County shall have the right to retain all assessed and collected fees due from owners or harborers of impounded animals, as set forth in Bastrop County Rabies and Animal Control Ordinances.

2.2 Holding Periods and Disposition of Impounded Animals

- 2.2.A Dogs or Cats that are Impounded **Without** Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harborer or owner of that animal, **and which do not have traceable identification**, shall be held for a minimum of **48 hours**, during which time period the owner may present proof of ownership at the Shelter and reclaim the animal, upon payment of all applicable fees and costs incurred during and/or related to the impoundment of the animal at the Shelter. In the event that a dog or cat is not claimed at the Shelter within 48 hours, that animal shall become the property of the County, as the City's designee.
- 2.2.B Dogs or Cats Impounded **With** Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harborer or owner of that animal that have traceable identification or when an owner or harborer of the animal is otherwise known by the County or City Animal Control personnel, shall be held by the Shelter, or its assignee, for a minimum of five (5) operational days from the date the animal enters the Shelter.
- 2.2.B.1 During this time, the City Animal Control Department or County Shelter personnel will attempt to notify the owner or harborer of the impoundment of the animal, as shown on the identification or as otherwise determined by the County. Holidays and other days that the facility is closed are specifically excluded from the minimum **five (5)** day holding period, noted herein.
- 2.2.B.2 The owner or harborer of such animals may claim them from the County at any time during the **five (5)** day confinement period, after compliance with the requirements herein.
- 2.2.C In the event that such an impounded animal is not claimed as set forth above, the impounded animal shall be deemed **voluntarily surrendered** by the owner or harborer, and shall become the property of the County as of the start of business on the **sixth (6th)** day of impoundment, or at the start of business on the day following the written agreed upon date and time as stipulated under (3) (a), and the County may dispose of the animal as it deems appropriate.

- 2.3**The five (5) day holding period may be extended if the owner or harborer of an animal that is impounded with identification has:

- 2.3.A Notified the Bastrop County Animal Shelter in writing, on or before the close of business on the **fifth** (5th) day of impoundment, and made written arrangements with the Director of the Shelter for a date and time to reclaim the animal, and
- 2.3.B Pays all applicable fees and satisfies other County requirements necessary for claiming the impounded animal.

2.4 Animals Surrendered by the Owner/Harbinger. In addition to the voluntary surrender of animals that are not timely claimed from impoundment, as noted above, all other animals surrendered by the owner or harbinger to the County shall become the property of the County **immediately** upon completion of the owner or harbinger surrender form. Fees for owner or harbinger surrendered animals are as shown in the "Bastrop Animal Shelter Fee Schedule", as published on the Bastrop County Website / Animal Shelter. A current fee is attached hereto as Exhibit "A".

2.5 Animals other than dogs and cats that are impounded. All animals, other than dogs or cats, that are impounded by the Animal Control Department or the Shelter, or animals that are brought to the Shelter by a person other than the owner or harbinger, shall become the property of the Shelter **immediately upon surrender**, unless such ownership is prohibited by state or federal law.

2.6 Disposition of animals. Any animal that cannot be adopted or transferred to a proper and appropriate agency or person shall be euthanized by the Shelter by means approved by the American Veterinary Medical Association and/or the Texas Veterinary Medical Association or by other State of Texas approved method. Such euthanasia is to be administered in compliance with the laws of the State. Animals listed as endangered or protected shall be transferred to the proper authority at the earliest possible date or otherwise maintained in accordance with State and Federal laws.

2.7 Animals Held on Complaint or by Court Order. If a complaint has been filed in municipal court against the owner and/or harbinger of an animal that is impounded at the Shelter for a violation of the Code, the animal shall not be released except on the order of the City's Animal Control Department, which may also direct the owner and/or harbinger to pay any penalties for violation of its Code, in addition to payment of all impoundment fees and costs incurred by the Shelter. Surrender of an animal by the owner and/or harbinger thereof, to the Shelter or the Animal Control Department, does not relieve or render the owner or harbinger immune from the decision of the Court related to that animal, nor from the fees, fines, or other costs that may result from a violation of the Code.

2.8 Removal of Animals from Confinement Shelter.

- 2.8.A Removal of animal from confinement- It is unlawful for any person to remove or allow escape from any place of confinement any dog, cat, or other animal which has been ordered to be confined in the Shelter, without the express consent of a Court of Law, or the County and/or the City.

- 2.8.B Delivery of Impounded Animals The Parties agree that City's authorized agents shall have the right to deliver impounded animals to the custody or control of the County as follows:
- 2.8.B.1 When feasible, the City will deliver impounded animals to the Shelter during the hours that the Shelter is generally open to the public, as set forth herein in Article I, Paragraph 3.
- 2.8.B.2 In addition to its general public business hours, the County will provide access to the Shelter to the City, for the delivery of animals to the Shelter.
- 2.8.B.3 Dead Animals and Fowl. Dead animals will not be accepted by the County at the Shelter unless such deceased animals are brought to be prepared for rabies specimen testing. The City Animal Control Officer shall perform the required preparation, proper storage, disposal, labeling, and transfer to the Texas Department of State Health Services testing facility.
- 2.8.B.4 At the time of delivery, the City's authorized agent(s) shall complete all Shelter Release Forms and Impoundment Forms for each animal delivered to the Shelter, including animals that are dead and submitted for rabies testing.

3. COUNTY RIGHTS and RESPONSIBILITIES

- 3.1.** Bastrop County will provide the necessary impoundment and release Shelter forms for use by the City's representatives and agents.
- 3.2.** Upon taking custody of impounded animals at the Shelter, the County will care for and hold such animals as per the terms of this Agreement, as follows:
- 3.3.** Animals that are brought to the Shelter by the City as a result of formal complaints filed in a Court of Jurisdiction shall be held by the County as ordered by the Court. The staff at the shelter must be notified of the required hold period at the time of drop off and the ordered hold period must be clearly noted in the impound documentation.
- 3.4.** Sick, injured, or animals deemed a danger to the health and welfare of citizens or Shelter staff may be humanely euthanized by the County at any time deemed appropriate, in the County's sole discretion.
- 3.5.** Bastrop County shall not be obligated to provide veterinary care for any sick or injured animal that is taken by the Shelter. If either the City or County determines that it will, at its sole discretion, seek veterinary care for an impounded animal, then the owner/harbinger of such animal shall be responsible for payment of any veterinarian fees or medical care costs incurred while the animal is under impoundment at the Shelter.

- 3.6.** Bastrop County will not be obligated to provide quarantine facilities or services under this Agreement, but may do so at its sole discretion. If the County elects to provide such quarantine facilities or services, then all applicable quarantine fees will be paid, by the animal owner/harbinger prior to initiating the quarantine holding period. Fees for quarantine services shall be those set by the Commissioners Court. Any fees paid for quarantine services shall be the property of Bastrop County.
- 3.7.** Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set by Bastrop County and as detailed in the Bastrop County Rabies and Animal Control Ordinances.
- 3.8.** Quarantine of Animals at the Shelter and Disposition of suspected animals. Any Animal that has bitten or scratched a person may be quarantined for observation and disposed of by the Shelter as follow:
- 3.8.A be **immediately** euthanized and submitted to DSHS for rabies testing; or
 - 3.8.B. held for a period of **forty-eight (48) hours**, while attempting to contact the owner, then euthanized and submitted to DSHS for rabies testing; or
 - 3.8.C. held for a period of **ten (10) days** from the date of the bite/scratch, after which 1) the owner may reclaim (upon payment of fees), 2) the animal may be transferred to a rescue agency or adopted out; or 3) the animal may be euthanized and disposed of.
- 3.9.** The County will collect and retain all fees paid by animal owners who reclaim animals that have been impounded and reclaimed, regardless of which entity or agency placed the animal(s) at the Bastrop County Shelter.
- 3.10.** The County will require owners who desire to reclaim their animals to show proper identification and current rabies vaccination, prior to release of each impounded animal. Any owner located within the jurisdiction of the City that fails to provide proof of rabies vaccination may be referred to the City Animal Control Officer for the purpose of citation in accordance with City/State law.

4. TERM and FINANCIAL CONSIDERATION

- 4.1** This Agreement shall be effective for a term of **two (2) years**, beginning October 1, 2021 and ending September 30, 2023.
- 4.2** The Parties agree that the financial consideration to be paid by the City to the County for performance of the services, obligations, and responsibilities under this Agreement are as follows:
- 4.3** The City shall remit to the County Twelve Thousand Dollars (\$12,000.00) for the first year of this Agreement and Twelve Thousand Dollars (\$12,000.00) for the second year this Agreement, which amounts are due and payable by the City on or about October 1 for each year of this agreement. The County shall provide an invoice to the City for each payment due.

- 4.4** If the County provides requested assistance in capturing or controlling animals within their city limits, there will be a \$50 per hour charge for those services. These fees will be in addition to the service fees in subsection 4.3 above. Any such fees will be invoiced to the City within 60 days of the services being provided.

5. MISCELLANEOUS PROVISIONS

- 5.1.** Amendment or Revision The City and the County agree that a request to renegotiate, amend, or revise this Agreement may be made by either Party at any time during its term, upon a minimum of 90 days written notice to the other Party.

- 5.2.** Notices Written notices related to this Agreement shall be as follows:

5.2.A. To the County:

Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

With Copy to:

Bastrop County District Attorney
804 Pecan Street
Bastrop, TX 78602

5.2.B. To the City:

City Manager Tom Mattis
310 N. Main St.
Elgin, Texas 78621

- 5.3.** Effective Date- It is mutually understood and agreed to by the Parties hereto that this Agreement shall become **effective on the later of the dates noted below**, and shall remain in effect for a term as set out herein, unless otherwise terminated as per the provisions set forth herein.
- 5.4.** Written Notice Not to Renew- If either Party intends not to renew this Agreement, they shall give written notice to the other Party at least 90 days prior to the expiration date.
- 5.5.** Automatic Renewal Scenario- Since the services provided in this Agreement are essential to the health and safety of the citizens of the City, without such written notice to not renew, and without a new Agreement regarding the matters covered in the Agreement, then this Agreement will automatically be extended in full force and effect on a year to year basis, and the fees due by the City will be increased by 20% for each ensuing year the services are provided by the County under such automatic extension.
- 5.6.** No Liability of City or County Personnel - The Parties agree that no provision of this

Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City or County may have to Immunity under the laws of the State of Texas.

- 5.7.** Amendments- This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 5.8.** Severability- If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 5.9.** Headings- All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 5.10.** Waivers- No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.
- 5.11.** Governing Law- This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Any disputes regarding this Agreement will be heard in the courts of Bastrop County, Texas, or in the Federal District Court in Austin, Western District of Texas, Austin District.

THE CITY OF ELGIN

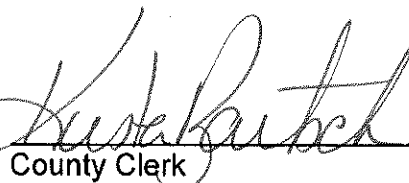
Mayor Date _____

ATTEST: _____
City Secretary

COUNTY OF BASTROP



County Judge Date 1/12/22

ATTEST: 
County Clerk



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION BY THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO DESIGNATE THE ANIMAL CONTROL OFFICER AS THE LOCAL RABIES CONTROL AUTHORITY (LRCA) FOR THE PURPOSES OF THE RABIES CONTROL ACT OF 1981

DEPARTMENT: Police

PROPOSED ACTION: Approve resolution designating the Animal Control Officer as the Local Rabies Control Authority (LRCA) for the City of Elgin by having the Mayor sign and date the Texas Department of State Health Services form

BACKGROUND: The Texas Health & Safety Code (826.017) states the governing body of a municipality shall designate an officer to act as the LRCA. This resolution is to ensure the City of Elgin remains in compliance by periodically updating who is designated as the LRCA.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION:

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 THE CITY OF ELGIN, TEXAS AUTHORIZING
THE MAYOR TO DESIGNATE THE ELGIN ANIMAL CONTROL
OFFICER AS THE LOCAL RABIES CONTROL AUTHORITY
(LRCA) FOR THE PURPOSES OF THE RABIES CONTROL ACT OF
1981**

WHEREAS, The Texas Health & Safety Code (826.017) states the governing body of a municipality shall designate an officer to act as the LRCA. This resolution is to ensure the City of Elgin remains in compliance by periodically updating who is designated as the LRCA.

WHEREAS, The LRCA is the first point of contact the State to make notifications of zoonosis outbreak.

WHEREAS, The City of Elgin Animal Control Officer will make written reports to the Department of State Health Services when rabies exposures are suspected.

WHEREAS, The City of Elgin Animal Control Officer will make public health notifications and announcements to Elgin residents when a rabies exposure has been verified, if appropriate.

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

Section 1. Findings. The above recitals are true and correct; and the mayor is authorized to execute the DSHS designation form ensuring the City of Elgin's compliance with State Law. A copy of the Designation Letter is attached hereto as EXHIBIT A and made part of this Resolution as if copied verbatim therein.

Section 2. Authorization. A copy of State Law is attached hereto as EXHIBIT B and made part of this Resolution as if copied verbatim therein.

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 1st day of February 2022.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



The CITY COUNCIL of ELGIN
(governing body) (city or county)

designates ANIMAL CONTROL OFFICER as the Local Rabies Control
(job title or name)

Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective _____.

AUTHORIZING PERSON'S NAME (print): RON RAMIREZ (date)

AUTHORIZING PERSON'S TITLE: MAYOR

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: JAYME MYRICK

AGENCY: ELGIN POLICE DEPT.

STREET ADDRESS: 202 DEPOT ST.

MAILING ADDRESS: 310 N. MAIN ST.

CITY/STATE/ZIP: ELGIN, TX. 78621

JOB TITLE: ANIMAL CONTROL OFFICER

TELEPHONE: 512-285-5757

FAX: _____

E-MAIL ADDRESS: JMYRICK@PD.CI.ELGIN.TX.US

Texas Health and Safety Code

§ 826.017

Designation of Local Rabies Control Authority

- (a) The commissioners court of each county and the governing body of each municipality shall designate an officer to act as the local rabies control authority for the purposes of this chapter.
- (b) Except as restricted by department rule, the officer designated as the local rabies control authority may be the county health officer, municipal health officer, animal control officer, peace officer, or any entity that the commissioners court or governing body considers appropriate.
- (c) Among other duties, the local rabies control authority shall enforce:
 - (1) this chapter and the department rules that comprise the minimum standards for rabies control;
 - (2) the ordinances or rules of the municipality or county that the local rabies control authority serves; and
 - (3) the rules adopted by the executive commissioner under the area rabies quarantine provisions of Section 826.045 (Area Rabies Quarantine).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1995, 74th Leg., ch. 44, Sec. 2, eff. May 5, 1995.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 1 (S.B. 219), Sec. 3.1612, eff. April 2, 2015.

Location: https://oregon.public.law/statutes/ors_409.900.

Original Source: § 409.900 — *Civil penalties for failure to report*, https://www.oregonlegislature.gov/bills_laws/ors/ors409.html (last accessed Jun. 26, 2021).



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR AN EVENT CONTRACTOR FOR THE ELGIN SESQUICENTENNIAL.

DEPARTMENT: City Manager

PROPOSED ACTION: Approval of the Resolution

BACKGROUND: The Elgin City Council approved funding for the Elgin Sesquicentennial \$ Appointed a Sesquicentennial Committee that is chaired by Forest Dennis and Debie Carwright. The Co-chairs received applications for an event contractor from Theresa Scott and Veronica Seever. Ms. Scott withdrew her application as she accepted a position with the City of Austin. Ms. Seever has experience with event and volunteer management, contracts and budget management. Forest and Debbie interviewed Ms. Seever and recommend hiring her for the contractual engagement of sesquicentennial event contractor. The contract is for a total of \$36,000 starting February 2 and continuing through January 2023.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the Resolution

ATTACHMENTS: Resolution, Contract

- { } 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. 2022-02-01-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND VERONICA SEEVER FOR SESQUICENTENNIAL PROJECT MANAGEMENT SUPPORT.

WHEREAS, the City Council appointed an Elgin Sesquicentennial Committee on October 12, 2021 to plan programs, projects and events to celebrate Elgin's 150th birthday throughout 2022; and

WHEREAS, the City Council approved a budget of \$132,100 for the Elgin Sesquicentennial that includes \$40,000 funding for contractor/ consultant services; and

WHEREAS, the City posted a Request for Qualifications for City of Elgin Sesquicentennial Support Services on December 29, 2021; and

WHEREAS, the City desires to secure professional services from Veronica Seever for the Sesquicentennial;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY OF ELGIN, TEXAS, AS FOLLOWS : The City Manager is authorized to execute contractual documents between Veronica Seever and the City for Sesquicentennial Project Management Support.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ELGIN TEXAS February 1, 2022

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

City of Elgin
PROFESSIONAL SERVICES AGREEMENT

Project Name: Sesquicentennial Project Management Support

This professional services agreement (“**Agreement**”) is made and entered into this 1st day of February 2022 by and between the **CITY OF ELGIN, TEXAS**, a Texas home rule municipality with its main location at **310 N. Main St., Elgin, TX 78621** (“**City**”) and **VERONICA SEEVER**, an individual located in Elgin, TX (“**Consultant**”).

BACKGROUND

The City Council appointed a Sesquicentennial Committee to develop a plan for celebrating the 150th anniversary, which includes projects and events in partnership with organizations and businesses throughout the community.

To carry out this function, the City Council approved the hiring of an experienced special events and community projects organizer to work closely with an appointed committee to provide project management support throughout 2022 for the Elgin Sesquicentennial.

In Consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged the City and the Consultant agree as follows:

SERVICES PROVIDED

1. The City hereby agrees to engage the Consultant to provide the City with the following services (the “**Services**”):
 - Special Events and Community Project Coordination in celebration of the City of Elgin’s 150th Sesquicentennial as set forth herein; and
 - Coordination with volunteers; and
 - Managing expenses for approved projects in accordance with the City’s financial procedures
2. The Consultant hereby agrees to provide the Services to the City, in consultation with the Committee and the Director of Community Services.

TERMS OF AGREEMENT

3. The term of the Agreement will begin February 1, 2022, or upon approval by City Council, and will remain in force and effect until January 31, 2023.
4. Amy Miller, Director of Community Services shall serve as the City’s staff representative for this Agreement.

PERFORMANCE

The Consultant acknowledges that the Consultant's support for the tasks listed below are anticipated and expected at the direction of the Committee and the Staff Representative.

- Meet with local businesses and coordinate use of the Elgin Sesquicentennial graphic for product branding, use on print materials, and coordination with specialty branded products for the Sesquicentennial.
- Coordinate with graphic design Consultant to complete graphic design and products such as, but not limited to, light pole banners, print materials, advertising, and branded items.
- Coordinate updates to and implementation of Walking Tours during the year, including the Elgin Heritage Walking Tour, Elgin Black History Self-Guided Tour, and the Elgin Businesses 1950's – 1970's tour.
- Support Black History Month activities and showcase the Sesquicentennial.
- Support April Music in the Park series featuring local musicians and coordinate with Parks and Recreation, Main Street and Friends of Elgin Parks.
- Provide support for the grand opening of Circle Brewery with Circle Brewery, the Chamber of Commerce, and the City, including the official Elgin Brew branded ETX150.
- Coordinate and implement events to include Local Lore with Sip Shop and Stroll, Art Tour weekend, and Pearls of Youth Elgin 150 years Art Show, with Main Street Program, Elgin Art Association and Elgin Historical Association.
- Assist the Juneteenth Festival Committee with the Juneteenth Festival Parade highlighting the Sesquicentennial.
- Assist 150th Co-Chair and the Chamber of Commerce with Western Days Parade to highlight the Sesquicentennial.
- Organize and implement Elgin Texas Founders Day Celebration with Co-Chair Forest Dennis on Saturday, August 20, 2022.
- Coordinate Hispanic Heritage Month and September Sip Shop and Stroll with traditional music from Mexico and Ballet Folkloric.
- Coordinate Elgin 150th All City Photo with Elgin ISD at Wildcat Stadium.
- Organize the implementation of a dedication marker for Hogeye at Monkey Road.
- Coordinate with the Parks and Recreation for Texas Arbor Day and City-wide tree planting effort on November 5, 2022.
- Coordinate with VFW for a Veteran's Day Program to be held on November 11, 2022.
- Coordinate the execution of Sesquicentennial Time Capsule and New Year's Eve Gala with Fireworks on December 31, 2022.

MEETING ATTENDANCE

Consultant shall attend City meetings related to the Services set forth herein, and as requested by the City. Reasonable notice shall be provided to Consultant by the City.

COMPENSATION

The City shall compensate Consultant in equal monthly payments of Three Thousand and No/100 Dollars (\$3,000.00), for a period of up to twelve (12) months, not to exceed a total of Thirty-Six Thousand and No/Dollars (\$36,000.00) for the term of this Agreement. This amount represents the City's maximum financial commitment to the Consultant for the Services performed.

The Consultant shall invoice the City monthly for the Services performed under this Agreement. Such invoices shall be on a monthly schedule beginning March 1, 2022, and on the 1st of the month for each subsequent month, for not more than twelve (12) consecutive months, with the last invoice being submitted no more than thirty (30) days following the termination of this Agreement.

The City shall be invoiced monthly as follows:

- The Consultant shall perform the services and shall invoice the City for the work performed, not to exceed the monthly approved amounts as set forth above, but at least \$3,000 per month.
- Invoices for payment should be emailed to accountspayable@ci.elgin.tx.us and AMiller@ci.elgin.tx.us.
- Invoices submitted by the Consultant to the City shall be paid within ten (10) business days of receipt.
- Invoices may include reimbursement for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services in addition to the \$3,000 monthly payment.
- All expenses, when reasonable, must be pre-approved by the City and in accordance with existing City policies.
- Except as otherwise provided in the Agreement, all monetary amounts referred to in the Agreement are in USD (US Dollars).

The selected Consultant shall be responsible for paying all applicable taxes relating to the services, including without limitation, the payment of any self-employment taxes. A 1099-NEC will be issued to the Consultant by the City.

INDEPENDENT CONTRACTOR

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee of the City. The Consultant and the City acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The City is not requested to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Consultant under this Agreement.

TERMINATION OF CONTRACT

Consultant specifically acknowledges and agrees that the City may terminate Consultant's services at any time with or without cause, regardless of whether Consultant's services or the Project are completed. Any termination or any special instructions hereunder from City shall be made in writing. In the event of such termination, Consultant shall have the right to expend additional time (not to exceed 10% of the monthly invoice amount payable under this Agreement) to assemble the work in progress for the purpose of properly closing the job. Such additional time shall not increase Consultant's total compensation beyond the maximum allocated amount.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Confidential information (the "Confidential information") refers to any data or information relating to the City, whether business or personal, which would reasonably be considered to be private or proprietary to the City and that is not generally known and where the release of the Confidential information could reasonably be expected to cause harm to the City.

The Consultant agrees that they will not disclose, divulge reveal, report, or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the City or as requested by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "intellectual Property") that is developed or produced under the agreement is a "work made for hire" and will be the sole property of the City. The use of the intellectual Property by the City will not be restricted in any manner.

The Consultant may not use the Intellectual Property for any purpose other than that contracted for in the Agreement except with the written consent of the City.

RETURN OF PROPERTY

Upon the expiration or termination of this Agreement, the Consultant shall return to the City any property, documentation, records, or Confidential information which is the property of the City.

TIME OF ESSENCE

Time is of the essence in the Agreement. No extension or variation of the Agreement will operate as a waiver of this provision.

The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the City.

City of Elgin

By: _____
Thomas Mattis, City Manager

Date: _____

Consultant

By: _____
Veronica Seever

Date: _____



Elgin City Council Meeting Agenda Item Executive Summary

**ITEM: RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ST DAVID'S
FOUNDATION FOR THE LIBRARIES FOR HEALTH GRANT.**

DEPARTMENT: Community Services

PROPOSED ACTION: Approve resolution.

BACKGROUND:

The grant is \$96,000 over three years. The grant does not require a cash local match. The funding will support mental health awareness in programs and collections. It will support additional library materials for mental health, such as books that encourage activities like the arts and yoga that are proven to reduce stress and improve mental health outcomes. Funding will support an increase in mental health programming including outside presenters who are experts in the mental health field. The funding will raise awareness of mental health in the Elgin community, support partnerships with other city departments and local organizations, and encourage open conversations about mental health.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve Resolution.

ATTACHMENTS: St Davids Libraries for Health contract

- { } 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. 2022-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND ST DAVID'S FOUNDATION FOR THE LIBRARIES FOR HEALTH GRANT.

WHEREAS, the City was selected for a St. Davids Foundation Libraries for Health Grant to provide mental health awareness and support in programs and collections; and

WHEREAS, the library provides programs and materials to support mental health; and

WHEREAS, the grant will provide funding to increase the materials available, programming offered, and connections to resources to support mental health in our community; and

WHEREAS, the City desires to implement this project with funding from St. David's Foundation;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY OF ELGIN, TEXAS, AS FOLLOWS : The City Manager is authorized to execute contractual documents between St. David's Foundation and the City for the Libraries for Health Grant program.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ELGIN TEXAS, ON THIS 1ST DAY OF FEBRUARY 2022.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



1303 San Antonio Street, Suite 500
Austin, TX 78701
(512) 879-6600
stdavidsfoundation.org

January 28, 2022

Brittany Labinger
Elgin Public Library
404 N Main St
Elgin, TX 78621-2625

Dear Brittany Labinger,

St. David's Foundation is pleased to make a three-year grant to Elgin Public Library in the amount of **\$32,000** each year for a total potential investment of **\$96,000** to participate in the Libraries for Health initiative (L4H). The Foundation is excited to partner with public libraries and fully center them within the public health ecosystem in this innovative pilot project. We are looking forward to working with you to fulfill the mission and goals of the Foundation and assist you in your worthy mission.

Please note that grant funding is to be utilized to enable full library participation in ways that are appropriate to your library's community context and patron characteristics. Funding could be used to purchase mental health information resources, program supplies, or equipment that demonstrably support enhanced mental health programming or services; creatively communicating to your service area community about new mental health programs and services; hosting community or stakeholder meetings and programs; and the expenses of backfilling your staff time to allow **them to fully and consistently participate in the Libraries for Health learning cohort.**

There are opportunities to further discuss the grant agreement and the Libraries for Health project in the upcoming meetings: 1) A post award meeting to discuss grant expectations and answer your questions and; 2) A project kick off call to more deeply understand your library's health related activities, building upon your grant application. As previously communicated with you, these two virtual meetings will include the Foundation staff and our Library for Health implementation partner who will be designing the mental health capacity-building activities with you. In addition, we plan to share more details around coordinating the public announcement on the L4H initiative. Thank you for postponing your own announcements.

This letter and the attached Grant Agreement (the "Agreement") memorializes the terms and conditions of the Contribution. By executing the attached acknowledgement and accepting periodic payments pursuant to the Agreement, Elgin Public Library agrees that the Contribution will be held, administered, and used in strict accordance with the Agreement and that all of the terms and conditions of the Agreement will be met or exceeded.



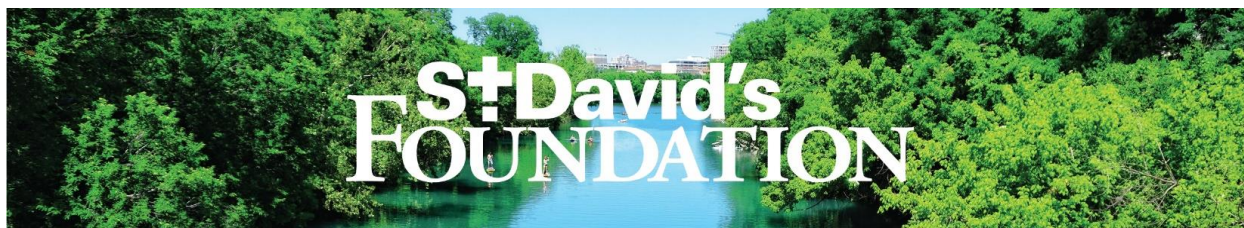
1303 San Antonio Street, Suite 500
Austin, TX 78701
(512) 879-6600
stdavidsfoundation.org

We are very much looking forward to working with you to demonstrate new ways that public libraries can support their communities' mental wellness and health as this project.

Sincerely,

A handwritten signature in blue ink, reading "Edward B. Burger". The signature is fluid and cursive, with a long, sweeping underline.

Edward B. Burger, Ph.D.
President and CEO of St. David's Foundation



Building the healthiest community in the world.

GRANT AGREEMENT

DATE: **1/28/2022**

GRANT PARTNER (LEGAL NAME): **City of Elgin**

GRANT PARTNER (DBA): **Elgin Public Library**

GRANT AMOUNT: **\$96,000**

GRANT PERIOD: **1/1/2022-12/31/2024**

SDF PROGRAM AREA: **Rural - RFP**

St. David's Foundation and Elgin Public Library are entering into this Grant Agreement to establish the terms and conditions of a \$96,000 contribution to Libraries for Health (the "Contribution"). By executing the acknowledgement below and accepting periodic payments pursuant to this agreement, Elgin Public Library agrees that the Contribution will be used in strict accordance with this agreement and that all of the terms and conditions of this agreement will be met or exceeded.

Grant Terms and Conditions

A. TERM.

The term of this Agreement is from 1/1/2022 to 12/31/2024.

B. PURPOSE AND ADMINISTRATION.

The purpose of the Contribution is to provide funding in the amounts set forth in Exhibit A. Expenditures must conform to the specific line item in the budget as approved. Grantees that anticipate significant changes in their project work plan, including any budget modifications that would require a transfer from

a specific category in the budget that is at least 20% of that category or that exceeds \$50,000 should contact the Program Officer assigned to the grant. Any such changes must be approved by the Program Officer and noted in the request budget vs. actual report.

C. SPECIAL REQUIREMENTS.

Special requirements related to the Contribution, if applicable, are outlined in Exhibit C.

D. EXEMPT STATUS.

The Recipient represents to the Foundation that it is either a tax-exempt organization pursuant to Section 501(c)(3) of the Code or a public/governmental entity authorized to provide the service that the Foundation is funding under this Agreement. The Recipient also represents that its assets and operations are handled in a way that entitles the Recipient to retain its exempt, public or governmental status and that the Recipient has no reason to believe that the IRS has, or will, question its exempt status.

E. FINANCIAL STATEMENTS.

The Recipient agrees to provide the Foundation with copies of its consolidated audited financial statements within ten (10) business days after the independent auditor has signed the opinion. If the Recipient does not have audited financial statements, then the delivery date is within 10 business days of delivery of the financial statements to the Recipient's Board. The Recipient will, on the same schedule, provide the Foundation with a copy of any management letter prepared by its auditor and will inform Foundation, immediately, of management's response.

F. RECIPIENT'S REPORTING OBLIGATION.

The Recipient agrees to provide the Foundation with periodic reports detailing the progress of the Project and the use of the Grant, as provided in the Report Schedule attached hereto as Exhibit B.

G. FOUNDATION SITE VISITS.

The program officer and other representatives of the Foundation may arrange to attend a board meeting and/or conduct a site visit during the grant period.

H. LEARNING AND EVALUATION.

The Program Officer may request Recipient's participation in occasional learning and evaluation activities. The Recipient agrees to provide the program officer, other representatives of the Foundation, or external consultants engaged by the Foundation with requested information for learning purposes.

I. PUBLICITY.

The St. David's Foundation will include information about this Grant in its periodic public reports, may refer to this Grant in press releases, social media or other public materials, and may also provide information relating to this Grant to others for any purpose it deems reasonably related to its charitable purpose, and Grantee agrees to permit such activities.

When relevant and beneficial, communications about the Grant are encouraged and at the discretion of your organization. All communications, publicity or other materials which will be made publicly available that mention or refer to the Grant, the Foundation or employee of the Foundation that is prepared, produced or delivered by or on behalf of the Grantee, must be provided to the Foundation for written approval prior to the release of such materials to the public. This shall include, without limitation, letters, publications, articles, press releases, narratives, reports, endorsements, quotes, photographs, slides, videos, website postings, blog postings and social media/networking postings. We ask that grantees not take any action in making such materials public until the Foundation has provided written approval.

In preparing any such materials, the Grantee agrees to the following guidelines:

- a. For press releases, submitting a minimum of 48 hours prior to scheduled distribution. Submission should be made to the Grantee's Foundation program officer and the Foundation's Communications Team at communications@stdaidsfoundation.org.
- b. Once approved, a general statement about the Grantee's grant funding from the Foundation can be used repeatedly, if used without modification.
- c. Use the full name, "St. David's Foundation" and do not shorten or abbreviate.
- d. Use of the Foundation name or logo must be in keeping with the St. David's Foundation brand guidelines. For electronic files of the logo and/or questions, please email the Foundation's Communications Team at communications@stdaidsfoundation.org

J. RELATIONSHIP OF THE PARTIES.

The relationship of the Foundation and the Recipient is that of donor/donee or grantor/grantee. Despite public statements to the effect that the Foundation and the Recipient are "partners" in improving the health of the people of Central Texas, the use of such terms is intended simply as a metaphor for the cooperation between the Recipient and the Foundation in connection with their pursuit of their individual missions. This letter of Agreement does not create a partnership, joint venture, agency, or employment relationship between the Recipient and the Foundation. Neither this letter of Agreement nor the Contribution creates an obligation on the part of the Foundation to continue funding of the Recipient or its programs.

K. TERMINATION PROVISION

The Foundation reserves the right to terminate payments under the grant Agreement at any time, with or without cause.

L. MISCELLANEOUS.

- a. Amendments. No amendment to this Agreement, nor waiver of any of its provisions, shall be valid unless in writing and signed by all of the parties hereto.
- b. Notice. Any notice to any party to this Agreement must be delivered via email as follows:

If to Contributor:

aasante@stdavidsfoundation.org

rmoffitt@stdavidsfoundation.org

If to Recipient:

blabinger@ci.elgin.tx.us

hfowler@ci.elgin.tx.us

- c. Governing Law. This agreement is made and entered into in the State of Texas, and shall be construed and governed by its laws, excluding its conflicts of law rules.
- d. Fundraising. The Foundation does not sponsor fundraising events of its grantees, and any Foundation representatives attending Recipient's fundraising events are required to purchase tickets.

Accepted and Agreed:

Thomas Mattis
City Manager
Elgin Public Library

Date



Edward B. Burger, Ph.D.
President and CEO
St. David's Foundation

1/28/2022
Date

EXHIBIT A
Distribution of Funds
City of Elgin
404 N Main St
Elgin, TX 78621-2625

Tax ID # 746000822

2021 Contribution to Elgin Public Library for project Libraries for Health
Program Officer: Abena Asante

Payment schedule:

Amount of grant for **2021** financial year: **\$96,000**

Schedule Date	Amount	Notes	Status
1/15/2022	\$16,000.00		Scheduled
7/1/2022	\$16,000.00	PO check-in prior to payment disbursement	Scheduled
1/15/2023	\$16,000.00	PO check-in prior to payment disbursement	Scheduled
7/1/2023	\$16,000.00	PO check-in prior to payment disbursement	Scheduled
1/15/2024	\$16,000.00	PO check-in prior to payment disbursement	Scheduled
7/1/2024	\$16,000.00	PO check-in prior to payment disbursement	Scheduled

General Requirements:

1) Any significant changes in project and/or organizational leadership should be reported to the Foundation within 30 days of the change.

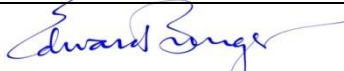
For Accounting Use:	RECORD ID:	3923
Check Payable to:	Elgin Public Library	
Strategic Priority:	Rural	
Grant Type:	Programmatic	
Board Approval:	12/13/2021	
Special Instructions for Accounting:		
CEO/ED Email: Brittany Labinger; blabinger@ci.elgin.tx.us		
Approved for payment:		

EXHIBIT B
Reports and Metrics*

Reports are due semi-annually and should be submitted to St. David's Foundation using the online grant portal and Webtool, as applicable.

REPORT SCHEDULE for 2022

Report #1 (January – June 2022) – ***Due by August 1, 2022***

Report #2 (July – December 2022) – ***Due February 1, 2023***

REPORT SCHEDULE for 2023

Report #1 (January – June 2023) – ***Due by August 1, 2023***

Report #2 (July – December 2023) – ***Due February 1, 2024***

REPORT SCHEDULE for 2024

Report #1 (January – June 2024) – ***Due by August 1, 2024***

Report #2 (July – December 2024) – ***Due February 1, 2025***

Reporting may include:

- Narrative summary of accomplishments, changes in organizational processes and culture as a result of participation
- Challenges and significant learnings both within and external to your library
- As applicable, progress report on metrics and other key questions developed with the grant partner, the Foundation and Foundation's Implementation Partner

**St. David's Foundation reserves the right to request ongoing progress and/or budget updates through the project cycle to ensure deliverables are met.*

EXHIBIT C
Special Requirements

Not applicable.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING CHAPTER 46 ZONING, ARTICLE V SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 5 OFF-STREET AUTOMOBILE AND VEHICLE PARKING AND LOADING, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS BY ELIMINATING MINIMUM PARKING REQUIREMENTS AND SETTING MAXIMUM PARKING REQUIREMENTS IN CERTAIN AREAS OF THE CITY; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance eliminating minimum parking requirements and setting maximum parking requirements.

BACKGROUND: See attached staff report.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: The Planning & Zoning Commission recommended approval of this item at their January 24, 2022, meeting with the following condition: The boundaries be extended further north between Avenue C, Lexington Ave., and the railroad tracks. This change has been included with the documentation (see attachment 2) but not with the proposed Ordinance. The Council would have to approve this change as a condition of the approval.

ATTACHMENTS: Staff Report, Ordinance with Exhibit A, Existing and Proposed Map Showing Parking Areas.

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

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

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

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



Development Services Department

STAFF REPORT

Modification to Sec. 46-635, (Zoning) City Code.

Date: December 17, 2021

Hearing Dates: Planning & Zoning Commission – January 24, 2022
City Council – February 1, 2022.

REQUEST SUMMARY

City Staff is requesting a modification to enlarge the no parking minimum and maximum six (6) parking spaces in the downtown area. The purpose of the modification is to relax parking standards on areas that cannot add parking spaces to the site due to the size and location of existing buildings on the individual lots. When a new Use goes onto a lot it is required to provide on-site minimum parking, even if it doesn't have the area to place new parking spaces.

In those circumstances the applicant must file a zoning variance with the City and await a decision by the Board of Adjustment (BOA) to reduce the minimum parking standards to what is necessary to accommodate the proposed new Use. This decision may take up to sixty (60) calendar days due to legal noticing requirements for the zoning variance and scheduling of the BOA meeting. This regulatory requirement is a burden on a business owner who must potentially delay opening a new business in our downtown area. The most efficient way to address the issues is to relax parking standards in this area.

Originally the Council approved a Code change on February 4, 2020, to relax onsite minimum parking within the Downtown Historic District. However, there are areas outside of the Downtown Historic District that are affected by the inability to provide minimum parking. This Code change simply expands this area. A map has been provided within attachment 2 which shows the current area (in blue) and the added areas (in green).

ATTACHMENT(S)

Additional information is provided through attached exhibit(s).

1. Proposed Ordinance.
2. Existing & Proposed Map Showing Parking Areas.

Attachment 1
Proposed Ordinance

ORDINANCE NO. 2022-02-01-??

AN ORDINANCE AMENDING CHAPTER 46 ZONING, ARTICLE V SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 5 OFF-STREET AUTOMOBILE AND VEHICLE PARKING AND LOADING, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY ELIMINATING MINIMUM PARKING REQUIREMENTS AND SETTING MAXIMUM PARKING REQUIREMENTS IN CERTAIN AREAS OF THE CITY; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

That Chapter 46, Article V, Division 5, Section 46-635 Code of Ordinances, City of Elgin, Texas, is hereby amended, which shall read as follows:

Sec. 46-635. Amount of off-street parking and loading required.

- (a) Off-street parking and loading facilities shall be provided in all zoning districts, except within the Downtown Historic District, in accordance with the following schedule:
- (1) Dwelling, single-family or two-family: Two parking spaces for each separate dwelling unit within the structure.
 - (2) Dwelling, multiple family: Two parking spaces shall be provided upon the lot for each dwelling unit. No parking shall be permitted in the required front yard. No parking shall be allowed within four feet of any building, nor closer than two feet to the side yard lines. No parking space shall be used for storage of any trucks, truck-trailer or van, except panel and pickup trucks not exceeding one-ton capacity and boat and travel trailers may be parked in a required parking space when the operator or owner of such vehicle resides upon the premises. All parking spaces shall be so arranged as to permit vehicles to be parked and removed without moving one car to facilitate the movement of the other. All parking areas shall be paved according to the city's standard specifications. Travel trailers, recreational vehicles and other trailers as defined in this section shall not exceed eight feet in width or 40 feet in length. At no time shall any such vehicle, recreational vehicle, motor home or trailer be parked so as to block a sidewalk.
 - (3) Boardinghouse, rooming house, tourist home, bed and breakfast or hotel: One parking space for each two guests provided overnight accommodations.
 - (4) Hospitals: One space for each four patient beds, exclusive of bassinets, plus one space for each staff or visiting doctor, plus one space for each three employees including nurses, plus adequate area for the parking of emergency vehicles.
 - (5) Medical or dental clinics or offices: Six spaces per doctor plus one space for each two employees.
 - (6) Sanatoriums, convalescent, or nursing homes: One space for each six patient beds, plus one space for each staff or visiting doctor plus one space for each two employees including nurses.
 - (7) Community center, theater, auditorium, church sanctuary: One parking space for each four seats, based on maximum seating capacity.

- (8) Convention hall, lodge, club, library, museum, place of amusement or recreations: One parking space for each 50 square feet of floor area used for assembly or recreation in the building.
- (9) Office building: One parking space for each 300 square feet of gross floor area in the building, exclusive of the area used for storage, utilities and building service.
- (10) Restaurants, cafes, dinners, clubs, bars and other establishments which provide tables and/or bar seating: One parking space for each four seats and one space for each two employees.
- (11) Commercial establishments not otherwise classified: One parking space for each 150 square feet of floor space used for retail trade in the building and including all areas used by the public.
- (12) Industrial establishments: Adequate area to park all employees and customers' vehicles at all times and adequate space for loading, unloading and storing all vehicles used incidental to or as a part of the primary operation of the establishment.
- (13) Public elementary school and middle school (junior high): One space per 300 square feet of classrooms.
- (14) Private school, primary: One space per 300 square feet of classrooms.
- (15) Private school, secondary: One space per 200 square feet of classrooms.
- (16) Public high school: One space per 200 square feet of classrooms.
- (17) Post-secondary institution: One space for each two residents for dormitories or other residences; one space for each 500 square feet of gymnasium and classrooms; one space for each 300 square feet of administrative and office space.
- (b) For all uses not covered by the uses listed in subsection (a) of this section, the planning and zoning commission shall make a determination of the parking demand to be created by the proposed use, and the amount of parking thus determined shall be the off-street parking requirement for the permitted use.
- (c) Zoning districts-Property located within the Downtown-Historic-District below map boundaries shall not have any minimum parking requirements or loading zone requirements as denoted in subsection (a) or (b). Any off-street parking constructed voluntarily within the Downtown-Historic-District below map boundaries shall be limited to a maximum of six (6) parking spaces, this standard shall not be applicable to any government or transit authority created off-street parking spaces. Creation of voluntary on-site loading zones shall also be prohibited within the Downtown-Historic-District below map boundaries, however this standard shall not be applicable to any government or transit authority created on-site loading zones.

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

READ, PASSED, and ADOPTED on first reading this 1st day of February 2022.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

Attachment 2
Existing & Proposed Map
Showing Parking Areas.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 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

DEPARTMENT: Administration

PROPOSED ACTION: Consideration of an Ordinance to amend Ordinance 2017-10-10-19 regarding rules and procedures for City boards and commissions.

BACKGROUND:

Discussed at previous meetings; The City has a variety of standing boards and commissions advising the City Council on myriad of issues and projects. Through Ordinance 2017-10-10-19, the City Council had previously established basic procedures, appointment schedules, and qualifications regarding appointments and appointees to the various City boards and commissions.

The amended Ordinance that is the subject matter of this agenda item includes certain changes, clarifications, and adjustments resulting from recent Council deliberations.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of an Ordinance to amend Ordinance 2017-10-10-19 regarding rules and procedures for City boards and commissions; and additional direction to staff as may be deemed appropriate.

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. _____

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 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) No member of a board or commission may simultaneously occupy a seat on any other City board or commission, except for the Historic Review Board and the Main Street Board of Directors
- (6) In addition to any other requirements prescribed by the City Council, members must maintain the qualifications established while in office.
- (7) Any member of a board or commission whose term is expiring must repeat the application process to be considered for a second term.

Sec. 9 – Term Limits

No appointed member of a board or commission shall serve more than two (2) full two (2) year terms in the same capacity. After completing said terms an appointee shall not be eligible for reappointment by the City Council for a period of two (2) years.

Sec. 10 – 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~~ June 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)~~ sixty (60) days prior to the ~~January~~ June Regular City Council Meeting each year.

Sec. 11 – Quarterly Meetings

All boards and/or commissions shall conduct an official meeting at least once every three (3) months. This requirement shall not apply to the Board of Adjustments and Building Standards Commission who shall meet "as needed".

Sec. 12 – Regular Presentations to City Council

Each board and/or commission shall provide to City Council an activity report at least once every three (3) months.

Sec. 13 – 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. 14 –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 1st day of February, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 7, 2022 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

DEPARTMENT: City Secretary

PROPOSED ACTION: Approval of the Ordinance

BACKGROUND: This is a routine item that calls the order of the election for the City of Elgin. The only exception is this year moving forward, the City of Elgin will be contracting with Travis County in addition to Bastrop County.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature:  Date: 1/25/2022

RECOMMENDATION: Approval of the Ordinance

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. 2022-

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 7, 2022 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

WHEREAS, the City Council of the City of Elgin, Texas, wishes to order a general election for Mayor At Large, Ward 1, Ward 2, Ward 3, and Ward 4; and

WHEREAS, the City Council has determined that May 7, 2022 is the appropriate date for holding the election for electing Mayor at Large, Ward 1, Ward 2, Ward 3, and Ward 4; and

WHEREAS, the City Council wishes to encourage all registered voters in the city to vote in this election; Now, Therefore,

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

Section 1. ELECTION DATE, PRECINCTS AND POLLING PLACES, AND ELECTION JUDGES.

Election Date. An election shall be held on Saturday, May 7, 2022 between the hours of 7:00 a.m. and 7:00 p.m., in accordance with the attached Order of Election, which Order is labeled as Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

Precincts and Polling Places. The City hereby designates the election precincts and polling places designated by the Bastrop County Elections Administrator and Travis County Elections Administrator and approved by the Bastrop County Commissioners Court and Travis County Commissioners Court, for such Election Day voting, as delineated on Exhibit “A-1” and Exhibit “A-2” attached to the Order of Election and incorporated herein by reference for all purposes. Further, the City hereby designates the early voting polling places and the temporary polling places designated by the Bastrop County Elections Administrator and Travis County Elections Administrator and approved by the Bastrop County Commissioners Court and Travis County Commissioners Court, for early voting in such election, as delineated on Exhibit “B-1” and Exhibit “B-2” attached to the Order of Election and incorporated herein by reference for all purposes.

Election Judges. The Bastrop County Elections Administrator and Travis County Elections Administrator is conducting such election for the City pursuant to the terms of an

Election Services Contract. The City Council hereby appoints, for the term of such election, the presiding election judge(s) and alternate election judge(s) as being those designated by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 2. ELECTION CLERKS.

The presiding election judge is hereby authorized to appoint the number of election clerks necessary to assist in the proper conduct of the election, and such election clerks shall be qualified voters of the City of Elgin, Texas. If the election is conducted by the regularly appointed presiding election judge, then the alternate presiding election judge shall be appointed to serve as one of the clerks. The appointment of such clerks shall include a person fluent in the Spanish language to serve as a clerk to render oral aid in the Spanish language to any voter desiring such aid at the polls on the day of the election.

Section 3. EARLY VOTING.

Early Voting Clerk. The City Council hereby appoints the Bastrop County Elections Administrator as the City of Elgin Election Officer and Early Voting Clerk. The Early Voting Clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is as follows:

Kristin Miles
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

Applications for ballots by mail must be received no later than 5:00 p.m. on Tuesday, April 26, 2022. A completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us.

For voters in Travis County, applications for ballots by mail shall be mailed to:

Travis County Early Voting Clerk
PO Box 149325
Austin, TX 78714-9325

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

Dates for Early Voting. Early voting shall commence on Monday, April 25, 2022 and continue through Tuesday, May 3, 2022, as provided by the Texas Election Code and as shown on attached exhibits.

Places for Early Voting. Early voting shall be conducted by personal appearance and by mail at the early voting polling places and temporary polling places designated by the Bastrop County Elections Administrator and Travis County Administrator approved by the Bastrop County Commissioners Court and Travis County Commissioners Court and as

delineated on Exhibit “B-1” and Exhibit “B-2” attached to the Order of Election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 25, 2022 through May 3, 2022 the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 4. EARLY VOTING BALLOT BOARD.

An Early Voting Ballot Board is hereby created to process early voting results, and the City hereby appoints the presiding judge of the Early Voting Ballot Board as appointed by the Bastrop County Elections Administrator and Travis County Elections Administrator. Such presiding judge shall appoint not less than two (2) other qualified members to serve on such Board.

Section 5. CUSTODIAN OF ELECTION RECORDS.

Pursuant to the Texas Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator and Travis County Elections Administrator shall serve as the custodians of voted ballots, and the City Secretary of Elgin, Texas shall be appointed as custodian of all other election records.

Section 6. CANDIDATE FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code, the first day of filing is 8:00 a.m. Wednesday, January 19, 2022 and the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. Friday, February 18, 2022.

The deadline for a write-in candidate to declare candidacy is Tuesday, February 22, 2022.

Section 7. VOTERS.

All resident, qualified voters of the City shall be entitled to vote at the election.

Section 8. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Saturday, April 16, 2022 and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than April 7, 2022 nor later than April 27, 2022.

Authorization to City Secretary. The City Secretary is hereby authorized and directed to publish and post the required notices in the manner and for the time periods required by law.

Section 9. VOTING DEVICES.

Pursuant to the Election Code and the applicable Election Services Contract, the Bastrop County Elections Administrator and Travis County Elections Administrator may use electronic voting systems and corresponding voting devices and equipment in conducting the election. The Bastrop County Elections Administrator and Travis County Elections Administrator are currently using election systems and software certified by the Texas Secretary of State.

The City Council of the City of Elgin, Texas, finds as follows:

Section 61.012, Texas Election Code, requires that at least one accessible voting station must be provided in each polling place used in a Texas election on or after January 1, 2006. Such system must comply with state and federal laws setting the requirements for voting systems that (i) fully comply with applicable laws relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provide a practical and effective means for voters with physical disabilities to cast a secret ballot. The Office of the Texas Secretary of State has certified that the DRE - Election Systems and Software iVotronic is an accessible voting system that may legally be used in Texas elections.

Sections 123.032 and 123.035, Texas Election Code, authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems. As chief elections officer for the City of Elgin, the Bastrop County Elections Administrator shall provide at least one DRE - Election Systems and Software iVotronic in each polling place at every polling location used to conduct any election ordered on or after January 1, 2006. The DRE - Election Systems and Software iVotronic may be acquired by any legal means available to the City of Elgin, including but not limited to lease or rental from Bastrop County or from any other legal source, as authorized or required by Sections 123.032 and 123.035 of the Texas Election Code.

The Bastrop County Elections Administrator and Travis County Elections Administrator may also utilize a central counting station as provided by Texas Election Code § 127.000 *et seq.*, as amended.

Section 10. CONDUCT ACCORDING TO STATUTES.

In all substantive respects, the election shall be conducted in accordance with applicable provisions of the Texas Election Code, any other applicable statutes, and the City of Elgin's Home Rule Charter.

Section 11. ELECTION RESULTS.

The Bastrop County Elections Administrator and Travis County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 7, 2022. The official canvass, tabulation and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

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

By motion duly made, seconded, and passed with an affirmative vote of the City Council members present, the requirement for reading this ordinance was dispensed. **READ, PASSED and ADOPTED** on first reading on this 1st day of February 2022.

RON M. RAMIREZ
Mayor, City of Elgin, Texas

ATTEST:

JENNIFER STUBBS
City Secretary

EXHIBIT “A”

**ORDER OF ELECTION
CITY OF ELGIN, TEXAS**

An election is hereby ordered to be held on Saturday, May 7, 2022 for the purpose of electing Mayor at Large, Ward 1, Ward 2, Ward 3, and Ward 4.

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

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

For voters in Bastrop County, applications for ballots by mail shall be mailed to:

Kristin Miles
Bastrop County Elections Administrator
804 Pecan Street
Bastrop, TX 78602

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

For voters in Travis County, applications for ballots by mail shall be mailed to:

Travis County Early Voting Clerk
PO Box 149325
Austin, TX 78714-9325

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

Applications for ballot by mail must be received no later than 5:00 pm on Tuesday, April 26, 2022.

Issued this 10th day of February, 2022.

RON M. RAMIREZ, Mayor
City of Elgin, Texas

EXHIBIT “A-1”

BASTROP COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

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

EXHIBIT “A-2”

TRAVIS COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

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

EXHIBIT “B-1”

**EARLY VOTING LOCATIONS, DATES AND TIMES –
BASTROP COUNTY**

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

EXHIBIT “B-2”

EARLY VOTING LOCATIONS, DATES AND TIMES - TRAVIS COUNTY

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

CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
CITY OF ELGIN
FOR THE MAY 7, 2022 ELECTION

THIS CONTRACT for Election Services and Agreement to Conduct Joint Election (this “Contract”) is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Elgin, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 7, 2022 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

RECITALS

WHEREAS, the CITY and the COUNTY each expect to call an election to be held on May 7, 2022; and

WHEREAS, the CITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the CITY desires that certain election services for the CITY’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, the COUNTY, ADMINISTRATOR, and the CITY desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the

date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than January 15, 2022.

B. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C" or Exhibit "C-1", whichever is applicable.

C. Election School(s). The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. Election Supplies. The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. Registered Voter List. The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. Ballots. The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

G. *Early Voting.* In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 7, 2022.

H. *Election Day Polling Locations.* The Election Day polling locations are those listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. *Central Counting Station.* The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. *Manual Counting.* The Contracting Officer shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the CITY, if requested, and the Secretary of State's Office.

K. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to

the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. *Election School(s).* At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in a CITY building to hold the election school(s), if applicable.

B. *Polling Locations.* The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

The CITY shall also confirm its territory and whether it has any territory outside the County, including providing the County with a map of the CITY's territory. The CITY agrees that the Contracting Officer shall administer only the County portion of the election.

E. *Paper Ballots.* In advance of the March 23, 2022 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for

drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation. The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. Number of Election Workers. The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. Expenses Incurred and Billing. The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. Billing. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas

Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. Payment. The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. Expense Item Larger than \$500. If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. Estimated Cost of Services. A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election (and runoff election, if applicable) as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. Administrative Fee. The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. Nontransferable Functions. In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. Joint Election. The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 7, 2022 and that such elections will be held jointly.

C. Cancellation of Election. If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting

Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer.

D. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. Representatives. For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

F. Recount. A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

G. Runoff Elections. The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 7, 2022 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 11, 2022, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

For the CITY:

Ron Ramirez
Mayor At-Large
City of Elgin
310 N. Main St./PO Box 591
Elgin, TX 78621
Tel: (512) 281-5724
Fax: (512) 285-5962
Email: mayor@ci.elgin.tx.us

For the Contracting Officer:

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. *Amendment/Modification.* Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

G. *Entire Agreement.* This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

H. *Severability.* If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

I. *Third Party Beneficiaries.* Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

J. *Mediation.* Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

Ron Ramirez
Mayor At-Large
City of Elgin
Elgin, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 25, 2022 through Tuesday, May 3, 2022.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville

Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek

Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “A-1”

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Tuesday, May 31, 2022 through Tuesday, June 7, 2022.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
30 NO VOTING STATE HOLIDAY	31 8:00 am – 5:00 pm	1 8:00 am – 5:00 pm	2 8:00 am – 5:00 pm	3 8:00 am – 5:00 pm
6 7:00 am – 7:00 pm	7 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “B”

ELECTION DAY POLLING LOCATIONS ELECTION

Wyldwood Baptist Church, 398 Union Chapel Road, Cedar Creek

River Valley Christian Fellowship, 1224 W. State Highway 71, Bastrop

Ascension Catholic Church, 804 Pine Street, Bastrop

Paige Community Center, 107 S. Main Street, Paige

Bastrop Co. ESD No. 2 Fire Station 3, 926 FM 1441, Bastrop

Calvary Baptist Church, 3001 Loop 150 East, Bastrop

Smithville Recreation Center, 106 Royston Street, Smithville

Rosanky Community Center, 135 Main Street, Rosanky

Bastrop County Substation, 5785 FM 535, Cedar Creek

Bastrop Church of Christ, 287 FM 20, Bastrop

Hills Prairie Baptist Church, 1338 State Highway 304, Bastrop

Red Rock Community Center, 114 Red Rock Road, Red Rock

Elgin Recreation Center, 361 N. Highway 95, Elgin

New Life Baptist Fellowship, 175 S. State Highway 95, Elgin

Faith Lutheran Church, 230 Waco Street, McDade

Family Worship Center, 2425 FM 1704, Elgin

Bastrop Co. ESD No. 2 Fire Station 4, 1432 N. State Highway 95, Bastrop

*****Locations Subject to Change Depending on Entities Participating in the Joint Election*****

EXHIBIT “B-1”

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

Elgin Recreation Center, 361 N. Highway 95, Elgin

Locations Subject to Change Depending on Entities Participating in the Joint Election

EXHIBIT “C”
ESTIMATED COST OF ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses	\$ 3,391.45
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 3,591.45
10% ADMINISTRATIVE FEE	<u>\$ 359.14</u>
TOTAL	<u>\$ 3,950.59</u>

EXHIBIT "C-1"
ESTIMATED COST OF RUNOFF ELECTION

CITY OF ELGIN

Optical Ballots and Programming Expenses	\$ 20,500.85
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 20,700.85
10% ADMINISTRATIVE FEE	<u>\$ 2,070.09</u>
TOTAL	<u>\$ 22,770.94</u>

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
BASTROP COUNTY AND
THE BASTROP INDEPENDENT SCHOOL DISTRICT AND
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 AND
THE CITY OF BASTROP AND
THE CITY OF ELGIN AND
THE CITY OF SMITHVILLE AND
ELGIN INDEPENDENT SCHOOL DISTRICT AND
BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2 AND
THE SMITHVILLE INDEPENDENT SCHOOL DISTRICT AND
THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2
FOR THE MAY 7, 2022 ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among Bastrop County, a political subdivision of the State of Texas, and Bastrop Independent School District, a political subdivision of the State of Texas, and Bastrop-Travis Counties Emergency Services District No. 1, a political subdivision of the State of Texas, and The City of Bastrop, a political subdivision of the State of Texas, and The City of Elgin, a political subdivision of the State of Texas, and The City of Smithville, a political subdivision of the State of Texas, and Elgin Independent School District, a political subdivision of the State of Texas, and Bastrop County Emergency Services District No. 2, a political subdivision of the State of Texas, and Smithville Independent School District, a political subdivision of the State of Texas, and Bastrop County Water Control and Improvement District #2, a political subdivision of the State of Texas, each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the Parties each expect to call an election to be held on May 7, 2022; and

WHEREAS, the Parties desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the Parties desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The Parties have entered into this Contract to conduct a joint election on May 7, 2022. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

ARTICLE II
JOINT ELECTION

2.01 The Parties agree to conduct their respective May 7, 2022 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

**ARTICLE III.
TERM**

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

**ARTICLE IV
EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED**

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

**ARTICLE V
GENERAL PROVISIONS**

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

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

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Bastrop County

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Bastrop ISD:

Kristi Lee
Associate Superintendent
Communications & Community Relations
Bastrop Independent School District
906 Farm St
Bastrop, TX 78602
Tel: (512) 772-7100
Fax: (512) 321-1371
Email: klee@bisdtx.org

Bastrop-Travis Counties ESD#1:

Kelli Carlton
Attorney
The Carlton Law Firm, P.L.L.C.
4301 Westbank Dr., Suite B-130
Austin, TX 78746
Tel: (512) 614-0901
Fax: (512) 900-2855
Email: kelli@carltonlawaustin.com;
katy@carltonlawaustin.com

City of Bastrop:

Ann Franklin
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: afranklin@cityofbastrop.org

City of Elgin:

Ron Ramirez
Mayor At-Large
City of Elgin
310 N. Main St./PO Box 591
Elgin, TX 78621
Tel: (512) 281-5724
Fax: (512) 285-5962
Email: mayor@ci.elgin.tx.us

City of Smithville:

Jennifer Lynch
City Secretary
City of Smithville
317 Main St.
Smithville, TX 78957
Tel: (512) 237-3282
Fax: (512) 237-4549
Email: jdlynch@ci.smithville.tx.us

Elgin ISD:

Dr. Jodi Duron
Superintendent of Schools
Elgin Independent School District
1002 N. Ave. C/PO Box 351
Elgin, TX 78621
Tel: (512) 281-9731
Fax: (512) 285-9935
Email: jodi.duron@elginisd.net

Bastrop County ESD#2:

Kelli Carlton
Attorney
The Carlton Law Firm, P.L.L.C.
4301 Westbank Dr., Suite B-130
Austin, TX 78746
Tel: (512) 614-0901
Fax: (512) 900-2855
Email: kelli@carltonlawaustin.com;
katy@carltonlawaustin.com

Smithville ISD:

Mrs. Cheryl Burns
Superintendent of Schools
Smithville Independent School District
901 NE 6th St.
Smithville, TX 78957
Tel: (512) 237-2487
Fax: (512) 237-2775
Email: cburns@smithvilleisd.org

Bastrop County WCID#2:

Bastrop County WCID#2
Attn: Alma Rodriguez
Office Manager
PO Box 708
Bastrop, TX 78602
Tel: (512) 321-1688
Fax: (512) 321-1692
Email: alma@bcwcid2.org

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 20____.

COUNTY:

Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the ____ day of _____, 20____.

Bastrop ISD:

Barry Edwards
Superintendent of Schools
Bastrop Independent School District
Bastrop, Texas

Executed to be effective the ____ day of _____, 20____.

Bastrop-Travis Counties ESD#1:

David Gahagan
Board President
Bastrop-Travis Counties ESD#1

Executed to be effective the ____ day of _____, 20____.

City of Bastrop:

Paul A. Hofmann, City Manager
City of Bastrop
Bastrop, Texas

Executed to be effective the ____ day of _____, 20____.

City of Elgin:

Ron Ramirez
Mayor At-Large
City of Elgin
Elgin, Texas

Executed to be effective the ____ day of _____, 20____.

City of Smithville:

Robert Tamble
City Manager
City of Smithville
Smithville, Texas

Executed to be effective the ____ day of _____, 20____.

Elgin ISD:

Dr. Jodi Duron
Superintendent of Schools
Elgin Independent School District
Elgin, Texas

Executed to be effective the ____ day of _____, 20____.

Bastrop County ESD#2:

George Martinez
Board President
Bastrop County ESD#2

Executed to be effective the ____ day of _____, 20____.

Smithville ISD:

Mrs. Cheryl Burns
Superintendent of Schools
Smithville ISD
Smithville, Texas

Executed to be effective the ____ day of _____, 20____.

Bastrop County WCID#2:

Mary Beth O'Hanlon
Board President
Bastrop County WCID#2

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF ELGIN

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and City of Elgin ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

- (A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.
- (C) Except as otherwise provided in this Agreement:
 - (1) The term "Election Officer" refers to the Travis County Clerk;
 - (2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
 - (3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
 - (4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as

permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment.

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County’s current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
- (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:
 - a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
 - b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).
 - (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
 - (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (4) Conducting the official canvass of a Participating Entity election;
 - (5) Administering the Participating Entity's duties under state and local campaign finance laws;
 - (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy

testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

- (E) City Secretary will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Secretary will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Secretary will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (F) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places.

If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated the City Secretary as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: jstubbs@ci.elgin.tx.us
 - (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer

will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
- (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
- (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (G) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.
- (G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
- (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2022, through January 1, 2023, the Participating Entity shall pay two percent of the cost of the electronic voting system equipment installed at a polling place and two percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

- (A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.
- (B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity.*

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Rebecca Guerrero, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

JENNIFER STUBBS
P.O. Box 591
Elgin, Texas
78621

TRAVIS COUNTY
Honorable Rebecca Guerrero, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-

mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, "business day" means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

JENNIFER STUBBS
P.O. Box 591
Elgin, Texas
78621

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF ELGIN

BY: _____
Ron M. Ramirez
Mayor

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Rebecca Guerrero (or her successor)
County Clerk

DATE: _____

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

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

EXHIBIT “B”

ELECTION DAY POLLING LOCATIONS ELECTION

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