



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 7, 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_loV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. Public Hearing On An Ordinance To Eliminate Low Level Marijuana Enforcement

Documents:

[EX SUMMARY-ELIMINATE LOW LEVEL MARIJUANA ENFORCEMENT.PDF](#)

VI. PUBLIC COMMENT

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

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

VII. PRESENTATION

1. Proclamation Declaring June 19, 2022, As Juneteenth Day Of Observance In The

City Of Elgin.

Documents:

[EXSUMMARYJUNETEENTHPROCLAMATION.PDF](#)
[JUNETEENTH PROCLAMATION 2022.PDF](#)

VIII. CITY MANAGERS REPORT

1. Presentation Of The Proposed 2022 City Of Elgin Five-Year Capital Improvement Plan

Documents:

[EXSUMMARY - 5YRCP PRESENTATION.PDF](#)

2. Monthly Reports By Department

Documents:

[EX SUMMARY MONTHLY DEPT REPORT - APR 2022.PDF](#)
[APR 2022 MONTHLY DEPT REPORT.PDF](#)

3. 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 Special Meeting Minutes - May 17, 2022

Documents:

[EX SUMMARY- MAY 17, 2022 SPECIAL MEETING MINUTES.PDF](#)
[05-17-22 CITY COUNCIL SPECIAL MEETING MINUTES.PDF](#)

2. City Council Regular Meeting Minutes-May 17,2022

Documents:

[EX SUMMARY- MAY 17, 2022 REGULAR MEETING MINUTES.PDF](#)
[05-17-22 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

X. NEW BUSINESS

1. AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

Documents:

[EX SUMMARY-ELIMINATE LOW LEVEL MARIJUANA ENFORCEMENT.PDF](#)
[AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA.PDF](#)

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH ATX ELGIN DEV, LLC & BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

[NEW COUNCIL COVERSHEET.PDF](#)
[STAFF REPORT.PDF](#)
[ZONING MAP.PDF](#)
[AERIAL MAP.PDF](#)
[RESOLUTION AND ATTACHMENT A.PDF](#)

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A FEMA DR-4485 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT; COMMITMENT OF FUNDING; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN CONNECTION WITH THE FEMA DR-44485 HAZARD MITIGATION ASSISTANCE GRANT

Documents:

[EXSUMMARY - HAZMIT GRANT.PDF](#)
[MEMGENERATORS522.PDF](#)
[RES HAZMITGRANT622.PDF](#)

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

Documents:

[EXSUMMARY - MAYOR PRO TEM.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

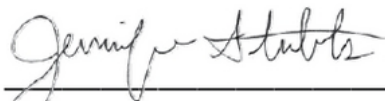
The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; 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, June 3, 2022, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script, reading "Jennifer Stubbs", written in black ink.

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

DEPARTMENT: City Council

PROPOSED ACTION: Approval of the Ordinance.

BACKGROUND: On April 1, 2022, the City Secretary received a letter submitting five qualified and registered voters of the City of Elgin to collect signatures, the proposed petition form, ordinance, and affidavit for a city initiative to decriminalize low-level marijuana offenses. On April 29, 2022, the petitioner's committee submitted at least 200 valid signatures, as required according to Article IX of the City's Charter to the City Secretary. Article IX, Section 11 of the City Charter states that "A proposed initiative ordinance shall be read and provision shall be made for a public hearing upon the proposed ordinance. The Council shall take final action on such ordinance not later than sixty (60) days after the date on which it was submitted to the council by the city secretary." Article IX Section 12 states that "if the council shall fail to pass the ordinance proposed by initiative petition in the exact form proposed, or it fails to repeal a referred ordinance, the initiated or referred ordinance shall be submitted to the voters not less than third (30) days no more than ninety (90) days from the date the council takes its final vote thereon, or upon the next official election date, as authorized by state law, should an official election date not fall within the designated time specified.

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 Ordinance

ATTACHMENTS: Ordinance and Letter

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Proclamation Juneteenth Celebrations

DEPARTMENT: Community Services

PROPOSED ACTION: presentation and photo

BACKGROUND:

The community of Elgin will celebrate Juneteenth with the Elgin Juneteenth Festival Friday June 10 and June 11 and the Juneteenth-on-Juneteenth Celebration Sunday June 19. Juneteenth Festival includes a free street dance on Friday June 10 on Depot Street at Veterans Memorial Park and on Saturday June 11 a parade from Booker T Washington Elementary School on Martin Luther King Boulevard thru Downtown followed by live music and entertainment, delicious food vendors, variety of arts crafts and kids activities at Veterans Memorial Park and Depot Street. Juneteenth-on-Juneteenth Celebration Sunday June 19 at 7pm at Thomas Memorial Park with musical entertainment and 150 candles forming a human birthday cake on the ballfield to recognize the Elgin Sesquicentennial and the Thomas Park 50 year anniversary.

Online resources include the Elgin Juneteenth and Bastrop County Martin Luther King Scholarship Committee Facebook pages and the Self-Guided Black History Tour at www.elgintx.com Direct link to tour <http://www.elgintx.com/DocumentCenter/View/3658/Elgin-Texas-Black-History-Self-Guided-Tour>

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Presentation

ATTACHMENTS: Proclamation

{ } 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.

PROCLAMATION JUNETEENTH CELEBRATIONS

WHEREAS, Juneteenth celebrates African American freedom and achievement, while encouraging continuous self-development and respect for all cultures, and

WHEREAS, the Emancipation Proclamation was signed into law by President Abraham Lincoln on January 1, 1863 and Major Gordon Granger on June 19, 1865 in Galveston, Texas issued a general order declaring that “in accordance with a proclamation from the Executive of the United States in 1863, all slaves are free”; and

WHEREAS, June 19th has a special meaning to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the Black-American community for over 150 years; and the 23rd annual Juneteenth celebration in the City of Elgin will take place at Veterans Memorial Park on June 10 and 11, 2022. As the organization maintains their motto: "***Let's Put Unity Back Into Community***" and

WHEREAS, Elgin Juneteenth Organization (EJO) presents Omari Ja'Lawrence Williams a graduating senior from Elgin High School with a \$1,000.00 scholarship; and they join forces with Elgin Dr. MLK Scholarship fund awarding two \$500.00 scholarships to Hailey Nicole Girod and Omari Ja'Lawrence Williams, and

WHEREAS, United States President Joseph Biden signed into law the Juneteenth National Independence Day Act on June 17, 2021, making **June 19 a federal holiday**, and

WHEREAS, National Association for the Advancement of Colored People Elgin Branch Number 6174 presents ***Celebrate Juneteenth on Juneteenth!!! Freedom Is Not Free!*** The celebration will salute **THOMAS MEMORIAL PARK** being built in 1972 as a place for Black families to gather for a day of fun and ball play and is today a park for the whole community to enjoy baseball, soccer, disc golf, picnics, and recreation, and a salute to the **City of Elgin** for growing to 150 years strong with musical entertainment provided by The Thomas Family, The James Sisters, Hakeem Flix, and

WHEREAS, the outstanding work of Mrs. Bettye Lofton, Mrs. Amy Miller, and Ms. Gwendolyn Johnson, with the members of EJO, NAACP Elgin Branch Number 6174, with the support of Reverend D. W. Townsend and the Pastors and Ministers of the city of Elgin is evident in the production of Juneteenth-on-Juneteenth Celebration in Elgin, as we light 150 candles for the City Of Elgin Sesquicentennial and 50 candles for Thomas Memorial Park Anniversary, and

WHEREAS, this Historic year for Elgin, Texas, our proclamation will be signed by the first African American Mayor for the city,

NOW, THEREFORE, I, Theresa Yvonne McShan, Mayor of Elgin, Texas, by virtue of the authority vested in me by the citizens of the City of Elgin, do hereby proclaim June 19, 2022, as Juneteenth Day of Observance in the City of Elgin. I call upon public officials, educators, librarians, and all the citizens to acknowledge and celebrate the end of the Civil War and the emancipation of Black Americans, and commit together to eradicate systemic racism that still undermines our founding ideals and collective prosperity,

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Elgin, Texas to be affixed this 7 day of June 2022.

Theresa Y. McShan, Mayor
City of Elgin, Texas
June 7, 2022



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Presentation of the proposed 2022 City of Elgin Five-Year Capital Improvement Plan

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested at this time; This item is for the formal presentation of the 2022 City of Elgin Five-Year Capital Improvement Plan (5YRCP) as proposed by the City Manager. (The 5YRCP will be considered for formal adoption at a future date as determined by Council).

BACKGROUND:

Discussed at previous meetings; This presentation was scheduled under the FY2022-23 Budget Development Calendar.

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

While the 2022 5YRCP will ultimately be considered for formal adoption by Council Resolution, its approval will not constitute an authorization of appropriations.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Receive and consider the proposed 2022 City of Elgin Five-Year Capital Improvement Plan as proposed by the City Manager; and review same for further, detailed discussion at subsequent Budget Work Sessions.

ATTACHMENTS:

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

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Departmental Monthly Report – Period ending April 30, 2022

DEPARTMENT: Administration

PROPOSED ACTION: No action required on this item

BACKGROUND: Monthly Reports by Department

Attached is the Monthly Operations Report as of April 30, 2022, representing changes in workload indicators for April 2021 and April 2022 and Year-to-Date for:

HR, Municipal Court, Development Services, Library, Rec Center, Public Works, Water, Wastewater, Trash Collection, and Police

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: Mysty Nauck Date: 5/12/2022

RECOMMENDATION:

ATTACHMENTS: Monthly Activity Report

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

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

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

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



Monthly Report of Operations

As of Apr 2022

Administration	Apr '21	Apr '22	%	YTD 04-30-21	YTD 04-30-22	%
Human Resources						
Total FTE - Filled Positions	107	104	↓ -3%			
Vacancies - all funds	33	22	↓ -33%			
New Hires	2	4	↑ 100%	22	31	↑ 41%
Separations	1	2	↑ 100%	21	20	↓ -5%
Municipal Court						
Total Active Cases Pending (beg. of Month)	15,857	4,060	↓ -74%			
New Cases Filed (incl reactivation of inactive)	102	201	↑ 97%	639	1,405	↑ 120%
# of Magistrations	35	23	↓ -34%	163	153	↓ -6%
Total Cases Disposed of	125	169	↑ 35%	587	1,058	↑ 80%
Cases placed on Inactive Status	6	59	↑ 883%	10	255	↑ 2450%
Total Active Cases Pending (end of Month)	15,789	4,055	↓ -74%			
Fines Collected	\$ 34,918	\$ 35,561	↑ 2%	\$ 146,031	\$ 235,252	↑ 61%
Retained by City	\$ 28,619	\$ 23,527	↓ -18%	\$ 128,425	\$ 179,795	↑ 40%
Development Services						
Construction Permits (all types)	138	266	↑ 93%	871	1,123	↑ 29%
Revenue from Bldg. Permits	\$ 104,972	\$ 73,952	↓ -30%	574,588	513,976	↓ -11%
Inspections (all types)	796	654	↓ -18%	4,539	4,267	↓ -6%
Revenue from Inspections	\$ 133,978	\$ 114,379	↓ -15%	\$ 792,867	\$ 921,983	↑ 16%
Housing Plats approved (number of lots)	-	-	→ 0%	361	1,075	↑ 198%
Community Services						
Library-						
Materials circulated	2,358	5,781	↑ 145%	23,170	39,747	↑ 72%
# Visitors (incl. Progs)	2,468	3,195	↑ 29%	14,324	17,437	↑ 22%
Public Computer Use hrs.	10	198	↑ 1880%	103	1,297	↑ 1159%
Public Computer Use Persons	11	312	↑ 2736%	190	1,990	↑ 947%
Civic Center - Rentals (all)	16	22	↑ 38%	29	139	↑ 379%
Recreation Program -						
Annual Memberships	1	17	↑ 1600%	9	43	↑ 378%
Monthly Rec Memberships	71	197	↑ 177%	355	1,452	↑ 309%
Day Passes	92	478	↑ 420%	688	2,475	↑ 260%
Facility Rental Recreation Center	-	28	→ 0%	596	2,025	↑ 240%
Athletic Field Rental Hours	5	-	↓ -100%	5	42	↑ 740%
Pavilion Rentals	6	16	↑ 167%	6	42	↑ 600%
Concession Stand Revenue	\$ 56.00	\$ -	↓ -100%	\$ 184.00	\$ 83	↓ -55%
Sponsored Event Revenue	\$ 35	\$ 62	↑ 77%	\$ 947	\$ 359	↓ -62%
Public Works						
Streets:						
Lane miles maintained	57.8	60.2	↑ 4%	405	417	↑ 3%
Pot holes patched - Square Yards	3	3	↑ 8%	446	1,245	↑ 179%
Wide Area patching/renovation - SY	48	138	↑ 187%	1,329	704	↓ -47%
Tree Trimming - Yards (new)	-	8	→ 0%	-	132	→ 0%
Street Sign Installation/Repair (new)	-	7	→ 0%	-	31	→ 0%
Crack Seal Lbs of Sealant	-	-	→ 0%	49,830	9,720	↓ -80%
Paint Striping Linear feet	-	-	→ 0%	2,371	3,584	↑ 51%
Drainage:						
Linear feet of drains cleaned	33,869	4,728	↓ -86%	59,970	50,163	↓ -16%
# Culverts Cleared	-	-	→ 0%	17	1	↓ -94%



Monthly Report of Operations

As of Apr 2022

Parks:							
Acres Mowed/maintained	300	575	↑	92%	1,048	2,068	↑ 97%
# Organized Sports Events	-	8	→	0%	2	18	↑ 800%

Utilities	Apr '21	Apr '22	%	YTD 04-30-21	YTD 04-30-22	%
Water System:						
# Customers Total/Added by month *	25	118	↑ 372%	3,496	3,614	
Amount Billed	\$240,844	\$263,835	↑ 10%	\$ 1,716,184	\$ 1,795,581	↑ 5%
Meters Replaced	77	-	↓ -100%	519	24	↓ -95%
# Leaks Repaired	-	4	→ 0%	16	38	↑ 138%
Vol. water produced (x1,000 gallons)	29,147	33,314	↑ 14%	188,757	211,854	↑ 12%
Hydrants Tested (new)	-	6	→ 0%	-	8	→ 0%
Main Line Breaks	-	2	→ 0%	7	11	↑ 57%
Service Line Breaks	-	-	→ 0%	9	14	↑ 56%

Wastewater System:						
# Customers Total/Added by month *	14	95	↑ 579%	3,151	3,246	↑ 3.0%
Amount Billed	\$ 162,589	\$ 174,668	↑ 7%	\$ 1,122,726	\$ 1,216,910	↑ 8.4%
Main Lines repaired	-	-	→ 0%	8	18	↑ 125%
Lines replaced (Linear Feet.)	-	30	→ 0%	125	62	↓ -50%
Manholes Cleaned	-	5	→ 0%	60	39	↓ -35%
Average Daily Flow (MGD)	0.5858	0.6624	↑ 13%	0.5946	0.6932	↑ 17%
Total Monthly Flow (MGD)	18.1596	19.8732	↑ 9%	17.9404	20.8902	↑ 16%

Trash Collection:						
# Customers Total/Added by month *		53	→	3,475	3,803	↑ 9.4%
Amount Billed	\$ 119,582	\$ 133,846	↑ 12%	\$ 650,754	\$ 877,766	↑ 34.9%

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

Police Department	Apr '21	Apr '22	%	YTD 04-30-21	YTD 04-30-22	%
Part I Index Offenses						
Murder (# Victims)	-	-	→ 0%	-	-	→ 0%
Sexual Assault(# Victims)	1	1	→ 0%	5	8	↑ 60%
Robbery (# Victims)	1	-	↓ -100%	2	2	→ 0%
Aggravated Assault (# Victims)	1	-	↓ -100%	9	3	↓ -67%
Total Violent Index Crimes*	3	1	↓ -67%	16	13	↓ -19%
Burglary (# premises entered)	7	1	↓ -86%	17	21	↑ 24%
Theft (# offenses)	11	18	↑ 64%	62	67	↑ 8%
Auto Theft (#vehicles)	-	-	→ 0%	11	6	↓ -45%
Arson (# premises)	-	-	→ 0%	-	-	→ 0%
Total Property Index Crimes*	18	19	↑ 6%	90	94	↑ 4%
Total Part I Index Crimes*	21	20	↓ -5%	106	107	↑ 1%
Part II Index Offenses						
Other Assaults	12	14	↑ 17%	50	64	↑ 28%
Weapons	-	1	→ 0%	6	4	↓ -33%
Narcotics	1	-	↓ -100%	20	9	↓ -55%
DUI	5	1	↓ -80%	36	16	↓ -56%
All Other Part II Offenses	43	50	↑ 16%	291	308	↑ 6%
Total Part II Index Crimes*	61	66	↑ 8%	403	401	↓ 0%
Total All Index Crimes*	82	86	↑ 5%	509	508	↓ 0%

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Special Meeting Minutes - May 17, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Meeting Minutes- May 17, 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- May 17, 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.

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MINUTES
ELGIN CITY COUNCIL SPECIAL MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
May 17, 2022

CALL TO ORDER

Mayor Ramirez called the meeting to order at 10:06 a.m.

ROLL CALL

Present: Ron Ramirez, Mayor
Forest Dennis, Council Member
Skyler Maldonado, Council Member
Thomas Ibis, Council Member

Staff:

Jennifer Stubbs, City Secretary
Chris Noble, Chief of Police

PUBLIC COMMENT

There were no public comments.

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS, AS CANVASSING AUTHORITY, CANVASSING THE ELECTION RETURNS AND DECLARING RESULTS OF THE CITY OF ELGIN GENERAL ELECTION HELD ON MAY 7, 2022; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

Ms. Stubbs stated that a vote was needed to canvass the election. Mr. Maldonado made a motion to approve the resolution. Mr. Ibis seconded the motion. All voted in favor. The motion was carried.

ADJOURNMENT

Mayor Ramirez adjourned the meeting at 10:09 a.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - May 17, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Meeting Minutes- May 17, 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- May 17, 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.

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MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
May 17, 2022

CALL TO ORDER

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

ROLL CALL

Present: Theresa McShan, Mayor
Arthur Gibson III, Council Member
Joy Casnovsky, Council Member
Matthew Callahan, Council Member
Sue Brashar, Mayor Pro Tem
Forest Dennis, Council Member
Skyler Maldonado, Council Member
Al Rodriguez, Council Member
Chuck Swain, Council Member

Mayor McShan stated all were in attendance and there was a quorum.

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

INVOCATION

Mayor McShan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. Public Hearing On An Ordinance Annexing Adjacent And Contiguous Territory To The City Of Elgin, Texas To Wit: A 0.5245 Acre Tract Of Land Situated Out Of The Thomas Christian Survey 26, Abstract No. 2296 In Travis County, Texas, Including Adjacent Right-Of-Way, And Being Fully Described In Exhibit “A” Attached Hereto; Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

Mr. Mattis stated these Public Hearings are cleanups along County Line Road and the tracts are currently not within the city limits. He stated there is no impact on property owners. No one wished to speak under the public hearing item.

2. Public Hearing On An Ordinance Annexing Adjacent And Contiguous Territory To The City Of Elgin, Texas To Wit: A 0.329 Acre & 0.117 Acre Tract(S) Of Land, Situated Out Of The Thomas Christianson Survey, Abstract No. 2296 In Travis County, Texas And Being Fully Described In Exhibits “A-1” & “A-2” Attached Hereto; Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

There was no one who wished to speak under the public hearing item.

PUBLIC COMMENT

Steve Chamberlain, stated he was proud of Elgin for moving forward with the initiative petition regarding low level marijuana enforcement. He stated San Marcos and Austin recently passed similar legislation and he is proud to see this.

Courtenay Paris, stated she has been very involved with the petition and supports the initiative petition.

Stephen Klyberg, congratulated the Council on their appointments. Mr. Klyberg stated he was here to discuss the change of civic rooms to other uses. He stated this room in the Library was a civic room that was donated with a condition that a civic center would always be attached. Mr. Klyberg stated that we need more rooms and not less. He stated that we are putting offices in the Fleming Center. He stated the voters paid for these rooms to be where they are and what they are.

CITY MANAGERS REPORT

1. Initiative Petition – An Ordinance To Eliminate Low Level Marijuana Enforcement

Mr. Mattis stated that the petition was submitted and has been certified by the City Secretary and the City Attorney. He stated this will be brought back for a vote at the next City Council meeting.

2. Upcoming Appointment/Re-Appointment Of Members To City Boards And/Or Commissions

Mr. Dennis stated that he appreciates the interests of the board applicants. He echoed what the EDC president said at the last meeting. Mr. Dennis asked that the council delay the decision. Ms.

Casnovsky asked that we communicate with the boards about delaying the process. Mr. Mattis stated that we would do that. Mayor Pro Tem Brashar stated that she agreed with Mr. Dennis and that not all of the boards run that same. Mayor McShan stated she agreed with everyone and stated that this should be delayed until a workshop is scheduled.

3. ELGIN SESQUICENTENNIAL UPDATE

Ms. Sarah O'Brien reminded those in attendance about the Explore Elgin event this Saturday and stated that there was a bench dedication tomorrow evening in honor of the Brick Yard Boys. Dr. Marilyn Jones stated this is the city's 23rd year of Juneteenth. She stated there would be a float this year and there are Juneteenth events to be held on June 10th and June 11th. Ms. Gwen Johnson stated there would be a 150th celebration and a 50-year celebration for Thomas Memorial Park at Thomas Memorial Park at 7:00 p.m on June 19th.

4. Monthly Reports By Department

There was no discussion on this item.

5. General Activity Report And/Or Project Update

Mr. Mattis stated there was a fundraiser last night for tornado victims sponsored by Judge Pape and Bastrop County. He welcomed the new Mayor and Councilmembers. Mr. Mattis stated the council will vote on a Mayor Pro Tem at the next Council meeting.

CONSENT AGENDA

1. City Council Regular Meeting Minutes – May 3, 2022

The minutes passed on the consent agenda.

2. A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS DEPARTMENT OF AGRICULTURAL (TDA) COMMUNITY DEVELOPMENT BLOCK GRANT 2021 CONTRACT NUMBER CDV21-0026 CITY-WIDE SCADA SYSTEM.

The resolution passed on the consent agenda.

3. A RESOLUTION BY THE CITY COUNCIL OF CITY OF ELGIN REGARDING CIVIL RIGHTS.

The resolution passed on the consent agenda.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JAMAR ROOFING TO PROVIDE AND INSTALL STRUCTURAL FRAMING AS PART OF THE POTH

BUILDING RENOVATION PROJECT, AND MAKING CERTAIN FINDINGS
RELATED THERETO.

The resolution passed on the consent agenda.

Mayor Pro Tem Brashar made a motion to approve the Consent Agenda as read. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE FY2021-22 ANNUAL STREET RESURFACING PROGRAM; AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated this year council approved half a million in the budget to improve streets. He stated these streets were selected based on engineering analysis. Mayor Pro Tem Brashar requested that the block between 8th and 9th street be added. Mr. Mattis stated that the city is working on building a street database. Mr. Dennis made a motion to approve the resolution with the addition as discussed. Mr. Callahan seconded the motion. All voted in favor. The motion carried.

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PASS THROUGH WASTEWATER SERVICE BETWEEN THE TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 14, LENNAR HOME OF TEXAS LAND AND CONSTRUCTION LTD AND THE CITY OF ELGIN

Mr. Mattis stated this is the Poth tract on 290 that has been annexed and rezoned. He stated this agreement tonight is for a three-party agreement between the developer, the MUD, and the city to allow this sewer to pass to the development. Discussion followed. Mayor Pro Tem Brashar made a motion to approve the resolution as presented. Mr. Swain seconded the motion. All voted in favor. The motion carried.

3. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: A 0.329 ACRE & 0.117 ACRE TRACT(S) OF LAND, SITUATED OUT OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296 IN TRAVIS COUNTY TEXAS AND BEING FULLY DESCRIBED IN EXHIBITS "A-1" & "A-2", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis stated that this is a formality of bringing in the newly acquired right-of-way adjacent to the Harvest Ridge MUD. Mr. Rodriguez made a motion to approve the ordinance as presented and discussed. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

4. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: A 0.5245 ACRE TRACT OF LAND, SITUATED OUT OF THE THOMAS CHRISTIAN SURVEY 26, ABSTRACT NO. 2296 IN TRAVIS COUNTY TEXAS, INCLUDING ADJACENT RIGHT-OF-WAY, AND BEING FULLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

Mr. Mattis stated this is for the other tract of land the city acquired recently. Mr. Callahan made a motion to approve the ordinance as presented. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

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

Mr. Mattis stated the areas just annexed needs to be assigned to Ward 3. Mayor Pro Tem Brashar made a motion to approve the Ordinance as presented. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

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 McShan stated the Council would be retiring into Executive Session. The time was 7:27 p.m. Mayor McShan reconvened the council meeting at 7:53 p.m.

ANNOUNCEMENTS

Mr. Dennis reminded those in attendance about the Art Fair this Saturday.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:56 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

DEPARTMENT: City Council

PROPOSED ACTION: Approval of the Ordinance.

BACKGROUND: On April 1, 2022, the City Secretary received a letter submitting five qualified and registered voters of the City of Elgin to collect signatures, the proposed petition form, ordinance, and affidavit for a city initiative to decriminalize low-level marijuana offenses. On April 29, 2022, the petitioner's committee submitted at least 200 valid signatures, as required according to Article IX of the City's Charter to the City Secretary. Article IX, Section 11 of the City Charter states that "A proposed initiative ordinance shall be read and provision shall be made for a public hearing upon the proposed ordinance. The Council shall take final action on such ordinance not later than sixty (60) days after the date on which it was submitted to the council by the city secretary." Article IX Section 12 states that "if the council shall fail to pass the ordinance proposed by initiative petition in the exact form proposed, or it fails to repeal a referred ordinance, the initiated or referred ordinance shall be submitted to the voters not less than third (30) days no more than ninety (90) days from the date the council takes its final vote thereon, or upon the next official election date, as authorized by state law, should an official election date not fall within the designated time specified.

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 Ordinance

ATTACHMENTS: Ordinance and Letter

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

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

ORDINANCE NO. 2022-06-7-

AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

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

I.

That Chapter 24 of the City Code is hereby amended to create a new Article V, to be titled "Marijuana Enforcement" and to read as follows:

Sec. 24-102. - Ending citations and arrests for misdemeanor possession of marijuana.

(a) Elgin police officers shall not issue citations or make-arrests for Class A or Class B misdemeanor possession of marijuana offenses, except in the limited circumstances described in (b).

(b) The only circumstances in which Elgin police officers are permitted to issue citations or make arrests for Class A or Class B misdemeanor possession of marijuana are when such citations or arrests are part of (1) the investigation of a felony level narcotics case that has been designated as a high priority investigation by a Elgin police commander, assistant chief of police, or chief of police; and/or (2) the investigation of a violent felony.

(c) In every instance other than those described in (b), if an Elgin police officer has probable cause to believe that a substance is marijuana, an officer may seize the marijuana. If the officer seizes the marijuana, they must write a detailed report and release the individual if possession of marijuana is the sole charge.

(d) Elgin police officers shall not issue any charge for possession of marijuana unless it meets at least one of the factors described in (b).

II.

Section 24-103. - Citations for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.

(a) A class C misdemeanor citation for possession of drug residue or drug paraphernalia shall not be issued in lieu of a possession of marijuana charge.

III.

Section 24-104. - Prohibition against using City funds or personnel to conduct THC concentration testing.

(a) No City funds or personnel shall be used to request, conduct, or obtain tetrahydrocannabinol (THC) testing of any cannabis-related substance to determine whether the substance meets the legal definition of marijuana under state law, except in the limited circumstances of a police investigation pursuant to § 24-102(b).

(b) This prohibition shall not limit the ability of Elgin police to conduct toxicology testing to ensure public safety, nor shall it limit THC testing for the purpose of any violent felony charge.

IV.

Section 24-105. - Prohibition against City police using the odor of marijuana or hemp as probable cause for search or seizure.

(a) Elgin police shall not consider the odor of marijuana or hemp to constitute probable cause for any search or seizure, except in the limited circumstances of a police investigation pursuant to § 24-102(b).

V.

Section 24-106. - Training and policy updates; community involvement.

(a) The City Manager and Chief of Police shall ensure that Elgin police officers receive adequate training concerning each of the provisions of this ordinance.

(b) The City Manager shall work with the Elgin Police Chief and other relevant stakeholders identified in (c) to update City policies and internal operating procedures in accordance with this ordinance. Actions that may be necessary include but are not limited to: updating the Elgin Police Department General Manual; updating the training bulletin; training officers; and updating internal databases and systems.

(c) The City Manager shall arrange regular meetings to discuss the development of policies, procedures, and practices related to this ordinance, which shall include community stakeholders including: the Police Chiefs Advisory Panel; other interested stakeholders and community organizations; individuals directly impacted by arrests within the City; immigrant communities; and communities of color. These meetings shall be open to public participation, have minutes and agendas publicly accessible, and have audio and video recordings uploaded to the City's website.

VI.

Section 24-107. - Discipline.

(a) Any violation of this chapter may subject an Elgin police officer to discipline as provided by the Texas Local Government Code or as provided in City policy.

VII.

Section 24-108. - Reporting.

(a) Within three months of the adoption of this ordinance, and once per year thereafter, the City Manager or their designee shall present to the City Council, at a public meeting subject to the Texas Open Meetings Act, a report concerning the City's implementation of this ordinance.

VII.

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

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

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

READ, PASSED, and ADOPTED on first reading this 7th day of June 2022.

ATTEST:

Theresa Y. McShan, Mayor

Jennifer Stubbs, City Secretary

received
4/29/2022



Dear Secretary Stubbs,

Enclosed are the petitions for our initiative to decriminalize marijuana in Elgin. This initiative seeks to end arrests and citations for low-level, misdemeanor marijuana possession. A copy of the full language of the ordinance can be found on the back of each petition.

We're including ⁵²~~51~~ pages of signed petitions. In our own pre-verification process, we've already identified at least 219 registered Elgin voters. A list of these voters has been included.

Additionally, please keep the following in mind:

- All signatures for this campaign were collected in the last 30 days. Our collection period started on April 1st.
- A committee of 5 qualified Elgin electors has been identified on the back of each petition along with the full petition language.
- Each petition has a page number at the top of the page. These numbers should run from page 1 to page ~~51~~. ⁵²
- Each petition contains room for 8 signatures. While the signature slots are not numbered, we're considering the first signature on the page to be signature 1 and the last signature to be signature 8. In our list of valid signers, you'll find a corresponding page, signature number, Voter ID number, and name for each valid signer we identified. So, for example, page 47, signature 1 would be the first signature on page 47, and page 47, signature 8 would be the last.
- Our enclosed list of valid signers is intended as a reference to show validated voters, but we may have missed valid petition signers contained in the petitions. We ask that you please check every signature.

I will serve as staff support for this initiative. Please do not hesitate to contact me with any questions or concerns. Additionally, please alert me when your verification process is complete. Thanks so much for your help, and I look forward to hearing the results of your work!

Ben Deatruck

Ground Game Texas

ben@groundgametexas.org

(512) 791-8691



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH ATX ELGIN DEV, LLC & BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services.

PROPOSED ACTION: Consideration and approval of a Resolution authorizing a Cost Participation Agreement between the City and Tack Development, LTD.

BACKGROUND: See attached staff report.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the Resolution authorizing a Development and Consent Agreement between the City, ATX Elgin Dev, LLC, & Briarwood Municipal Utility District; and routine direction to staff, if any.

ATTACHMENTS: Staff Report, Staff added Zoning Map, Staff added Aerial Map, & Resolution with Attachment "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.



Development Services Department

STAFF REPORT

Briarwood Development & Consent Agreement

Date: May 27, 2022.

DEVELOPMENT SUMMARY

The developer and future Municipal Utility District (MUD) proposes to enter into a development agreement to construct a 772 single-family residential development (with 45' and 50' minimum wide lots and a minimum lot area of 5,100 sq. ft.), 32.82 acres of parkland and open space, including a playground, three (3) pocket parks, and a lakefront amenities center, 3,600 linear feet of trails, 19.1 acres of mixed use development including commercial, retail, and garden style multifamily/townhomes as shown on Exhibit G.

Developer will provide for the expansion of County Line Rd. by dedicating land between thirty-one (31) feet and thirty-eight (38) feet for a length of 1,680 feet to the City (Exhibit D). It will also pay \$1,512,000 (\$900 a linear ft) grand total to be paid out for each recorded final plat. Also, they will dedicate land to the City and construct their portion of a new north-south arterial on the westside of the property. This will connect to the Creeks Crossing arterial portion soon to be under construction. This agreement will now allow for a four (4) lane, controlled left turn, arterial to exist between Western Sky Blvd. and FM 1100 and act as a County Line Rd. reliver. Future plans for this north-south arterial are to continue it through future developments to an eventual connection at Carlson Ln. A collector road will run from this new north-south arterial to County Line Rd. allowing east-west access through the development and connect both roadways. There will also be a minimal connection from this development to Westwind development as Western Sky Blvd. is extended north.

Developer will also pay \$200 per lot, payable at each recorded plat, for a total of \$154,400 a school impact fee to assist the EISD. They will also construct a ten (10) foot wide sidewalk between development and Neidig Elementary School. Due to the size of the development this agreement will allow the developer to make minor amendments, via platting, such as minor street alignments, minor lot line changes, designation of land for public or governmental use, lot size changes that do not increase the overall density of the development, increase in unit count by not more than five (5) percent.

HUD Manufactured Mobile Homes would be allowed on the premises to create the Municipal Utility District (MUD) and could be allowed for the administration of the MUD, Staff has raised some concerns with this proposal. Parkland would be dedicated to the MUD and therefore the public (within and outside the MUD) could use the land. The developer will be dedicating seven (7) parking spaces near the trailheads to encourage public usage. Amenities Center will be dedicated to an established homeowner's association (HOA) and would not be usable by the public living outside the MUD. All drainage facilities in the development would be owned by the MUD with no maintenance cost to the City.

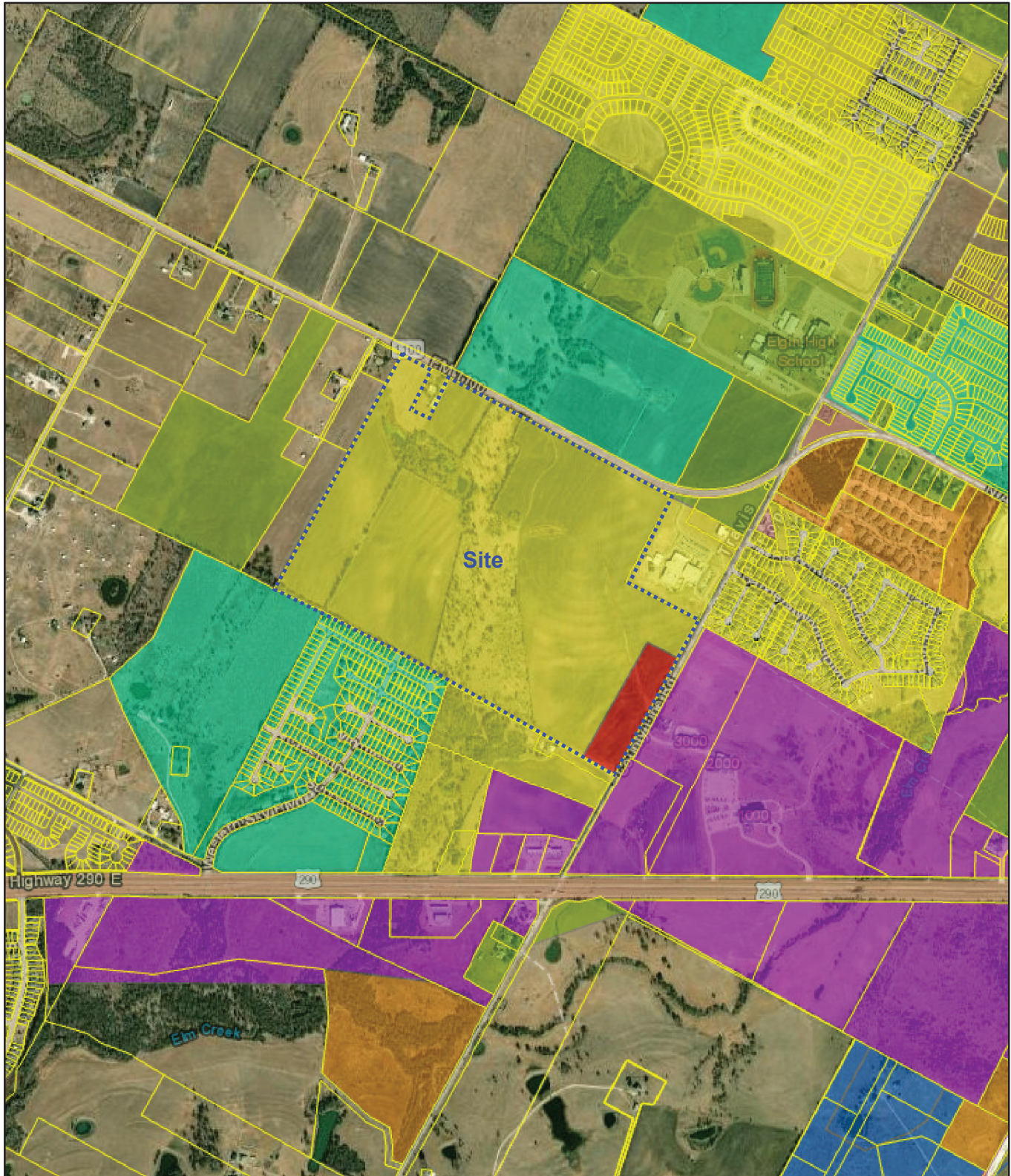
The term of the agreement will commence from the date of approval from Council for twenty (20) years, then automatically renew for fifteen (15) years, then automatically renew for ten (10) years, so long as neither party is in material default and unless before the expiration of the agreement the City gives notice of its intent to not extend this agreement.

The agreement will allow for certain variances from the City Code (see Exhibit F), these variances cover certain signage, life of plans and plats, no tree preservation plan due to agricultural use (Staff has a concern regarding this variance), Walls construction of masonry pillars and wood along the internal collector roadway, angles and curves of roadways, reduction in lot area and lot size, block size enlargement, water buffer standards, no limits on cut or fill, side yard setbacks, and waiving of parkland fees.

PLANNING & ZONING COMMISSION WORKSHOP

The Planning & Zoning Commission met in a workshop for this item at their May 23, 2022, regular meeting. Some individual members expressed concerns about the smaller lot width and lot area than R-3 sized lots (50' minimum lot width and minimum 6,000 sq. ft lot area) (see Exhibit G in Attachment A). Also, some individual members expressed concerns about the looping of north-south collector streets AE, AG, E, G into Street A (east-west collector street) (see Exhibit C in Attachment A).

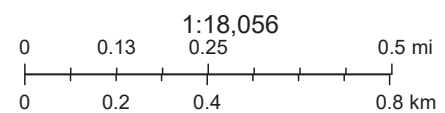
Zoning Map



5/15/2022, 1:46:45 PM

Zoning

- A - Multiple Family Residential District
- C1 - Neighborhood Shopping District
- C2 - General Commercial District
- C3 - Highway Commercial District
- I - General Industrial District



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Web AppBuilder for ArcGIS

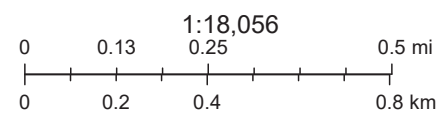
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community | Esri, HERE, Garmin, (c)

Aerial Map



5/15/2022, 1:48:36 PM

-  Bastrop Parcels April 2022
-  Travis Parcels March 2022



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

RESOLUTION NO. 2022-06-07-??

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A DEVELOPMENT AND CONSENT AGREEMENT WITH ATX ELGIN DEV, LLC & BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the Development and Consent Agreement would allow for the construction of a master planned development with different sized housing lots, commercial, townhomes, multi-family development, future road systems for regional travel, recreation, & greenspace to serve the community; and,

WHEREAS, the City Staff is now recommending authorization of a Development and Consent Agreement that shall be binding upon the ATX Elgin Dev, LLC & Briarwood Municipal Utility District; and,

WHEREAS, the City Council have found and determined that the proposed Development and Consent Agreement with ATX Elgin Dev, LLC & Briarwood Municipal Utility District will further the public interest and welfare, and is necessary to promote opportunities for a master planned development, allow usable parkland for the community, and facilitate City growth by placement of new roadways systems.

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 Mayor is hereby authorized to execute the *Development and Consent Agreement* with ATX Elgin Dev, LLC & Briarwood Municipal Utility District., 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 7th day of June 2022.

THERESA Y MCSHAN, Mayor

ATTEST:

JENNIFER STUBBS, City Secretary

DEVELOPMENT AND CONSENT AGREEMENT
AMONG
CITY OF ELGIN, TEXAS,
ATX ELGIN DEV, LLC
AND
BRIARWOOD MUNICIPAL UTILITY DISTRICT

DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

§

This Development and Consent Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop and Travis Counties, Texas, (the “City”), and **ATX Elgin Dev, LLC**, a Texas limited liability (the “Developer”). The **Briarwood Municipal Utility District** (the “District”), which is a municipal utility district to be created, will join this Agreement as set forth below and after such joinder shall become a party to this Agreement.

INTRODUCTION

Developer currently owns 205.433 acres of land described by metes and bounds on **Exhibit “A”** attached hereto and made a part hereof.

Developer intends to develop the land set forth on **Exhibit “A”** (the “Property”) as a master-planned, residential community that will also include park and recreational facilities. Because the Property, as hereinafter defined, constitutes a significant area that will be developed in phases under a master development plan, Developer and the City wish to enter into this Agreement, which will provide an alternative to the City’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of this Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property.

Developer and the City intend that this Agreement shall be binding upon the District from and after the date the District executes a joinder to this Agreement in substantially the same form as set forth in **Exhibit “B”**, attached hereto and made a part hereof. The District shall execute such joinder at the time of its organizational meeting.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the parties’ contract as follows.

ARTICLE I DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City’s ordinances, the following terms and phrases used in this Agreement will have the meanings set out below:

Agreement: This Consent Agreement between the City, Developer, and, upon joinder, the District.

Applicable Rules: The City’s rules, ordinances, and regulations in effect as of the date of

filing of this Agreement, as amended by: (i) any amendments authorized by Chapter 245 of the Texas Local Government Code; (ii) any approvals, variances, waivers, and exceptions to such rules that are approved by the City pursuant to this Agreement or otherwise, including the Development approvals; and (iii) any additional restrictions or regulations agreed to by the Developer in writing.

City: The City of Elgin, Texas, a home-rule city located in Bastrop and Travis Counties, Texas.

City Engineer: The City Engineer of the City.

City Manager: The City Manager of the City.

Commission or TCEQ: The Texas Commission on Environmental Quality or its successor agency.

Concept Plan: The concept plan for the Property shown in **Exhibit “C”**, attached hereto and made a part hereof, and which may be amended from time to time in accordance with this Agreement.

County: Travis County, Texas.

Developer: ATX Elgin, LLC, a Texas limited liability company, or its successors and assigns under this Agreement.

District: Briarwood Municipal Utility District (or such other name as the TCEQ may require), a political subdivision of the State of Texas, to be created over the Property with the consent of the City, provided in this Agreement.

Effective Date: The date when one or more counterparts of this Agreement, individually or taken together, bear the signature of all parties.

Property: Approximately 205.433 acres of undeveloped land described by metes and bounds on **Exhibit “A”**, being located within the City’s municipal boundaries.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Development Description. Developer proposes to construct a master-planned, multi-phased residential project on the Property (the “*Development*”) that is projected to include approximately 772 single-family residential lots, for a total of 1,100 living unit equivalents (“*LUEs*”). The Development will also include: (i) approximately 32.82 acres of parkland and open space, including a playground, three pocket parks, and a lakefront amenity center with a connection to approximately 3,600 linear feet of trails; and (ii) approximately 19.1 acres dedicated to mixed-use development, including commercial and retail improvements and garden-style multifamily/townhomes (given the proximity to Austin Community College), all as initially depicted on the Concept Plan and Conceptual Master Plan.

Section 2.02 Municipal Jurisdiction. The Property is located wholly within the City’s

municipal boundaries.

Section 2.03 County Line Road.

(a) County Line Road Expansion. Developer and the City agree that the expansion of approximately 1,680 linear feet of County Line Road, including associated stormsewer, sidewalk and streetlight infrastructure, along and adjacent to the Property, as more particularly described and depicted on **Exhibit “C”** will be required to serve the Development and other properties (the “Roadway Expansion”). Developer, on behalf of the District, and the City shall share in the costs associated with the construction of the Roadway Expansion as set forth hereinbelow. The City shall bear the responsibility of the actual design, permitting, and construction of the Roadway Expansion.

(b) Developer’s Roadway Payment & Right-of-Way Dedication. Developer, on behalf of the District, will pay the City an amount equal to the product of \$900 per linear foot, multiplied by the number of linear feet of the Property along and adjacent to the County Line Road right-of-way, estimated to be approximately \$1,512,000 (the “Roadway Payment”), which will be applied by the City to pay approximately one-half of the costs of the Roadway Expansion. The City is responsible for all costs of the Roadway Expansion in addition to the Roadway Payment. Further, Developer, on behalf of the District, will dedicate by warranty deed, at no cost to the City, right-of-way required for the Roadway Expansion, estimated to be approximately 1.36 acres along and adjacent to the existing County Line right-of-way (the “Right-of-Way Dedication”), as more particularly described in the attached **Exhibit “D”**.

As a condition of the City’s approval of each final plat for a portion of the Development, Developer will: (i) make the Right-of-Way Dedication, if not previously made, with respect to the land within such final plat; and (ii) pay to the City a portion of the Roadway Payment calculated by dividing the Roadway Payment by the total number of single-family residential lots within the Development pursuant to the Concept Plan, and multiplying the quotient by the number of single-family residential lot within such final plat (excluding any non-single-family residential lots conveyed to the City); provided, however, that the entire then-remaining portion of the Right-of-Way Dedication shall be paid by Developer in connection with the last final plat of a portion of the Development. By way of example, only, if the amount of the Roadway Payment is \$1,512,000, the total number of single-family residential lots within the Development pursuant to the Concept Plan is 772, and final plat being recorded contains 100 single-family lots, then the portion of the Roadway Payment to be paid in connection with the City’s approval of such plat would be \$195,855 ($\$1,512,000 / 772 * 100 = \$195,855$).

Notwithstanding the foregoing, in the event that the City commences construction of the Roadway Expansion prior to Developer’s payment, on behalf of the District, of the full amount of the Roadway Payment, then the City may, at its election, from and after the date on which the City expends all portions of the Roadway Payment previously received from Developer, on behalf of the District, to fund one-half of the Roadway Expansion to-date, deliver to Developer one or more payment request(s) identifying the amount of all invoices covering any work performed on the Roadway Expansion through the last day of the previous calendar month, together with copies of such invoices, and the amount of the portion of the Roadway Payment constituting one-half of the amount shown on such invoices (each, a “Payment Request”). Developer shall pay the portion of

the Roadway Payment owed pursuant to each Payment Request within thirty (30) days of receipt until the Roadway Payment is paid in full, whereupon no further payments will be owed by Developer, on behalf of the District, to the City with respect to the Roadway Expansion as a condition of the City's approval of final plats for portions of the Development.

(c) **Roadway Plans.** The Roadway Expansion will be designed by the City Engineer, or such other engineer as is selected by the City, in accordance with applicable rules and regulations. Upon completion of the preliminary plans and specifications for the Roadway Expansion (the "**Roadway Plans**"), the City Engineer will submit a set of the Roadway Plans to Developer for review. Developer may, at its election, provide a written request to the City specifically identifying any requested additions to the Roadway Plans, which may include a deceleration lane into or other improvements serving the Development, within thirty (30) days of receipt. If Developer fails to provide such written request within this thirty (30)-day period, Developer will be deemed to have requested no additions to the Roadway Plans. In the event that Developer does timely request additions to the Roadway Plans as set forth herein, the City agrees to cooperate with Developer to agree on modifications to the Roadway Plans, provided that the City and Developer will enter into a cost sharing agreement pursuant to which Developer will fund all costs incurred by the City in connection with the design, permitting and construction of such additions.

Section 2.04 Development Roads and Thoroughfares. Developer shall design and construct roads and thoroughfares, on behalf of the District, to serve the Development, as depicted on the attached **Exhibit "C"**. Such road improvements shall include (i) an arterial road along the western edge of the Property, in accordance with all City standards for arterial roads, unless otherwise noted in this Agreement, (ii) a collector road from County Line Road to the western edge of the Property in accordance with all City standards for collector roads, and (iii) a connection to Western Sky Boulevard from the Development, utilizing typical collector road width.

In addition to the improvements noted above, Developer agrees that roadway connections to FM 1100 (Stone Creek Development) and County Line Road shall align with existing roadway connections, to the extent feasible. Developer will obtain all driveway permits from the Texas Department of Transportation ("**TXDOT**") relating to road construction on FM 1100 and County Line Road, as required. The Developer shall not be required to construct sidewalks, nor be required to pay Sidewalk-In-Lieu Fees for frontage along FM 1100, as the land that would be dedicated for sidewalk use will be included in the scope of future roadway improvements to FM 1100. The sidewalk requirements along FM 1100 shall be met in full by Developer, at the Developer's expense, by providing and constructing pedestrian access to Elgin Elementary School within the interior of the Project, and also through the fifteen (15) foot right-of-way dedication along the northern property line and FM 1100. Developer, on behalf of the District, agrees to dedicate, by warranty deed, at no cost to the City or the State of Texas, fifteen (15) feet of right-of-way to the City along said northern boundary of the property, adjacent to the existing right-of-way. The Developer shall not be required to construct sidewalks along the arterial road on the western edge of the Property.

Section 2.05 School Donation. Developer agrees to pay to the City the sum of \$200 per lot for all 772 single-family residential lots within the Development (a total of \$154,400; the "**School Donation**") to be utilized by the Elgin Independent School District (the "**ISD**") to fund

education and services within the ISD's boundaries. Developer will undertake the portion of the School Donation for each phase of the Development prior to or at the same time as the recording of the final plat for each phase of the Development.

ARTICLE III WATER AND WASTEWATER SERVICE

3.01 Water and Wastewater Service.

(a) Retail water supply and wastewater collection and treatment services to the Property will be provided by the City. After design and construction of the water distribution and wastewater collection systems to serve the District, the Developer shall convey such systems to the City on behalf of the District and same shall be owned by the City. The City will provide water and wastewater service to customers within the District in the same manner and on the same terms and conditions as the City provides service to other retail customers inside its corporate limits. The parties agree that approximately 1,100 living unit equivalents will be required to serve the Land in accordance with the Concept Plan. The City's standard water and wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable to other areas within the City's corporate limits will be applicable to facilities constructed, connections made, and services provided within the District. The City agrees and commits to provide water and wastewater service sufficient for the full build-out of the District at flow rates and pressures (including residential fire flows) sufficient to meet the minimum requirements of all applicable regulations and agrees to provide written confirmation of the availability of service upon the District's request.

(b) The rates charged by the City may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, this Agreement does not prevent the District or its customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code.

(c) If necessary, Developer will provide easements within the area of the District in accordance with applicable City ordinance requirements.

(d) As part of the consideration for Developer's performance under this Agreement, City agrees that, during the first six years of this Agreement, the Impact Fees applicable to the development of the Property will be fixed as follows: \$3,790 per LUE for Water Impact Fees and \$2,348 for Wastewater Impact Fees. After the first six years, impact fees shall be paid in accordance with the then current fees that have been adopted by the City.

3.02 Construction, Operation and Maintenance. Developer, on behalf of the District, shall construct all on-site and off-site water and wastewater improvements necessary for the delivery of water service and wastewater service to the Property and within the Property, as further described in this Agreement. All construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. The City shall be responsible for the operation and maintenance of such improvements subsequent to the acceptance by the City of such on-site and off-site water and wastewater facilities. The City shall require a two-year maintenance bond for all water and wastewater facilities conveyed to the

City.

A 12" water connection will be required to the tie-in points to Westwind along Western Sky Boulevard, as depicted in the Concept Plan.

3.03 Water Certificate of Convenience and Necessity. Developer will undertake all expenses (or reimburse City for all such expenses) relating to all necessary filings with the Texas Public Utility Commission to expand and extend the City's water certificate of convenience and necessity ("Water CCN") over all portions of the Property not already within the City's Water CCN.

3.04 Oversizing of Water and Wastewater Facilities. In accordance with Section 3.02, Developer, on behalf of the District, will design, permit and construct the utilities, anticipated to be a minimum of 12" for water and 12" for wastewater, to serve only the Development; provided, however, that the City shall have the right to request that the utilities be oversized to allow the City to serve its customers outside of the District (the "Oversized Project"), so long as such oversizing does not negatively impact Developer's construction schedule or interfere with other improvements. In such case, (a) the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of District improvements; and (b) the City and Developer will enter into a cost sharing agreement, pursuant to which the City will reimburse the Developer, through either a lump sum payment or the granting of impact fee credits within the Development, for the City's pro rata share of the oversized utilities upon the Developer's completion and City's final acceptance of the utilities. The cost sharing agreement will include a "true up provision" to finalize the City's pro rata share and finalize all amounts due to the Developer upon the completion of the Oversized Project, including any design and engineering costs. Any impact fee credits granted relating to the Oversized Project will be calculated in accordance with the Impact Fees noted in Section 3.01(d). Upon request, the City will provide an accounting of the application of impact fee credits relating to the Oversized Project from time to time. Developer will undertake the payment of Impact Fees in the Development in typical fashion after all impact fee credits have been exhausted.

After a cost sharing agreement has been finalized for any proposed Oversized Project, the Developer, on behalf of the District, will advertise the Oversized Project for sealed competitive bids in compliance with the Texas Local Government Code based on the City Engineer-approved design and plans and specifications. The Developer will provide the City Engineer with: (i) prior written notice of the dates of advertisement for bids and the opening of the bids; and (ii) a copy of the advertisement for bids. The Developer shall, within a reasonable time, evaluate the bids for the Oversized Facilities to determine whether the bids are fair and balanced prior to providing a recommendation of bid award to the City. Any unbalanced or skewed bids, as determined by bid tabulations, may be appropriately corrected or rejected by the City Engineer. The City Engineer will approve the award of the contract to the lowest qualified bidder/contractor, as recommended by the Developer, and will provide notice to proceed with the Oversized Project if the City Engineer determines that the bids for the Project are fair and balanced, after correcting or rejecting any unbalanced or skewed bids.

At the time of the execution of this Agreement, the parties project that the wastewater interceptor to be constructed on the western edge of the Property, extending north from Creeks Crossing along the arterial road to FM 1100 and estimated to be a total distance of 2,600 linear feet, may require oversizing to assist the City with regional utility considerations. The Parties agree that the estimated cost of construction of a 12" wastewater interceptor, which would be sufficient to serve the District, is \$250,000, and that the estimated cost of a 24" wastewater interceptor, which would be oversized to assist the City with regional utility considerations, is \$750,000. Relatedly, the parties agree that the Developer will undertake all construction on the Property on behalf of the District and that the District cannot pay for facilities that are oversized beyond the needs of the District. Construction of any oversized facilities on the Property will be undertaken in compliance with this Section of the Agreement.

The City, if requested by Developer or the District, shall use its powers of eminent domain to assist Developer and/or District in acquiring the land or easement rights necessary for any offsite utilities required.

ARTICLE IV CONCEPT PLAN

Section 4.01 Phased Development. Developer intends to develop the Property in phases. Portions of the Property not under active development may remain in use as income-producing agricultural lands or as open space land.

Section 4.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval.

Section 4.03 Development Review and Approval; Moratorium.

(a) City Review of Development. It is the parties' mutual intention that the City will have the sole responsibility for review and approval of all construction plans, development plans, preliminary plans, and subdivision plats within the Property.

(b) Moratorium. The parties acknowledge that the construction and funding of the utility and other improvements contemplated herein represent a significant investment by Developer in the City's infrastructure. In exchange for this investment, the City agrees that any moratorium the City may impose on development or construction, whether it be imposed through the non-issuance of building permits or otherwise, shall not apply to the Property.

Section 4.04 Term of Approvals. Except as provided below, the approval of the

Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

Section 4.05 Amendments. Due to the fact that the Property comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Property (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval; however, no changes may be made to the Concept Plan that would reduce the amount of land dedicated to parkland use unless approved by the City. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development.

ARTICLE V CREATION OF DISTRICT; RELATED MATTERS

Section 5.01 Consent to Creation of District. The City acknowledges receipt of Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District, including powers from Article III, Section 52 of the Texas Constitution. On the Effective Date, the City has approved the resolution substantially similar to the form attached as **Exhibit "E"** consenting to the inclusion of all of the Property within the proposed District and the creation of the District (the "**Consent Resolution**"). The City agrees that the Consent Resolution will constitute and evidence the City's consent to the creation of the District. No further consent will be required on the part of the City to evidence the City's consent to the creation of the District, but the City agrees to provide a resolution confirming its consent if requested by Developer or the District in connection with Developer's application to the Commission to create the District or any District bond sale.

Section 5.02 Bonds. The District may issue bonds or notes for purposes authorized by applicable law, including: (a) the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, and capacity or contract rights, necessary or appropriate: (i) to provide a water supply for municipal uses, domestic uses, and commercial purposes; (ii) to collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; and (iii) to gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (b) to pay expenses authorized by Section 49.155 of the Texas Water Code; (c) to develop and maintain park and recreational facilities as authorized by Subchapter N of Chapter 49 (Sections 49.461, et seq.) of the Texas Water Code; (d) to purchase

committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to Commission rules and regulations; and (e) subject to the approval of the Commission or statutory authorization to do so, to design, acquire, construct, and finance road improvements as provided in Article III, Section 52 of the Texas Constitution and Section 54.234 of the Texas Water Code. The District may also issue bonds for refunding purposes. The District may reimburse Developer for expenditures authorized by Commission rules and regulations and this Agreement.

Section 5.04 Intent of Parties Related to Allocation Agreement. Under Section 54.016(f), Texas Water Code, City, as a municipality providing written consent for inclusion of land in a district, may provide for a contract designated as an “allocation agreement”, to be entered into between the City and the District. The parties acknowledge that the provision for an “allocation agreement” under Section 54.016(f) is at City’s discretion. City confirms that it is intentionally not providing for an allocation agreement. The parties agree that this Agreement does not constitute and will not be deemed to constitute an allocation agreement within the meaning of Section 54.016(f).

Section 5.05 Manufactured Home for District Purposes. Notwithstanding any other provision of this Agreement or the Applicable Rules to the contrary, HUD-certified manufactured homes may be located on the Property from time to time, including to qualify persons to vote in District elections. Manufactured homes permitted by this Agreement: (a) are not required to be located on a platted lot; (b) do not require a building permit; (c) do not require a certificate of substantial completion; (d) do not otherwise have to comply with the Applicable Rules; (e) do not require any permit or other approval from the City; and (f) will be promptly removed after the District has been successfully confirmed after an election has been held pursuant to Section 54.016, Texas Water Code.

Section 5.06 Director Qualification. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the purpose of qualifying such person to be a member of the Board of Directors of the District will not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City. Any portion of the Land dedicated for such use shall not be located in an area designated for use as a platted residential lot.

Section 5.07 Dissolution of District. The City agrees not to dissolve the District, in whole or in part, until: (1) at least 100% by dollar amount of the total water, wastewater, drainage, roadway, and park and recreational facilities for which the District’s bonds have been authorized (“*Requisite Percentage of District Facilities*”) have been constructed; and (2) the Developer has been fully reimbursed by the District for the Requisite Percentage of District Facilities in accordance with the rules of the Commission. Upon the dissolution of the District, the City will immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of the District.

ARTICLE VI DEVELOPMENT MATTERS

Section 6.01 Generally. Developer will have the right to select the providers of CATV, gas, electric, telephone, and telecommunications, or to provide “bundled” utilities within the

Property.

Section 6.02 Fire Protection Services. The City and Developer understand and acknowledge that an emergency services district (“ESD”) exists which includes all of the Property. The District and Developer agree to cooperate with the ESD to provide fire protection services to the Property.

Section 6.03 Permitted Variances to City Development Requirements. In order to facilitate the development of the Property, the City agrees to provide variances to certain applicable development requirements set forth by City ordinance. No other action will be required on the part of Developer to obtain such variances or initiate subdivision plat approvals that vary from the City’s development requirements, to the extent any variance is in conformity with **Exhibit “F”**, attached hereto and made a part hereof.

Section 6.04 Floodplain matters; Mitigation. If applicable, Developer shall be responsible for all studies and approvals as required by the Federal Emergency Management Agency (“FEMA”) and the floodplain administrator for the City and Travis County. This may include but not be limited to a Conditional Letter of Map Revision (“CLOMR”) and/or Letter of Map Revisions (“LOMR”) relating to the Development. All mitigation costs relating to elevation adjustments for upstream and downstream land on the Property shall be borne by the Developer.

There is no FEMA Zone A or AE floodplain located within the Property per the FEMA Flood Insurance Rate Map Panel No. 48453C0510H (most recently revised on September 26, 2008). However, an engineered 100-year floodplain has been modeled and shown accordingly on the Concept Plan. Developer agrees to provide fill to all affected lots to remove them entirely from the engineered floodplain.

ARTICLE VII PARKLAND; PEDESTRIAN ACCESS; DRAINAGE

Section 7.01 Parkland.

(a) Developer agrees that the trails, parkland, and open space shown on the Concept Plan and/or the Park Plan (the “Parkland Facilities”), or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that Developer will receive a 100% credit for such dedications against the City’s parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required.

(b) Developer agrees to design and construct, on behalf of the District, a greenbelt Parkland Corridor with trailhead, sidewalks, benches, hiking trails, and additional tree plantings, along with public parking, including seven dedicated parking spots (including one handicapped spot), in close proximity to the trailhead, as depicted and described on the attached **Exhibit “G”** (the “Park Plan”). The Developer, District, or HOA, as applicable, shall be required to solicit the consent of the City prior to constructing any additional park facilities that are not included in the Park Plan.

(c) Developer will construct a private pool complex with a resort-style pool, a lap pool, and a recreation center (collectively, the “Pool Complex”) for use by residents of the District. After construction, Developer will convey ownership of all facilities in the Pool Complex to a homeowners’ association (“HOA”) for operation and maintenance.

Section 7.02 Operation and Maintenance of the Pool Complex and Parkland Facilities. Ownership and maintenance of the Pool Complex shall be the responsibility of the HOA. The HOA will have the right to impose restrictions and enforce proper use of the Pool Complex, including the right to add security measures (fences, cameras or related), if necessary to prevent the misuse, abuse, vandalism, or any other nuisance activities on the open space lands.

After construction, the Developer shall convey the Parkland Facilities to the District and the Parkland Facilities will be operated and maintained by the District. The Developer shall cause the District to notify the City in writing any time the linear trail system is temporarily limited from public use and describe the conditions warranting such limitation. The Developer and/or District will request a meeting with the City in a timely fashion, if necessary, to review the circumstances warranting the limitation. After conveyance to the District, any substantial modifications or improvements to the Parkland Facilities shall require the consent of the City.

Section 7.03 Pedestrian Access to Neidig Elementary School. Developer agrees to construct sidewalk, at least ten (10) feet wide, to provide pedestrian access from the Development to Neidig Elementary school, as depicted on the attached **Exhibit “G”**.

Section 7.04 Drainage Facilities. Developer shall construct, on behalf of the District, all drainage facilities, as described on the Concept Plan. Subsequent to construction, Developer will convey all drainage facilities to the District for operation and maintenance.

Section 7.05 Trees. Developer will undertake the planting of trees, including significant tree plantings along the east/west collector road, as described on the Conceptual Master Plan. Despite that very few trees currently exist on the Property due to prior agricultural uses, Developer will undertake best efforts to preserve trees on the Property, particularly within the Northern Drainage Reserve and the Southern Drainage Reserve, to enhance the beautification of the land. Additionally, appropriate tree protection will be undertaken for Heritage and Significant Trees, as defined by Section 36-3 of City’s Code of Ordinances, including within the Northern Drainage Reserve and the Southern Drainage Reserve to ensure the protection of existing trees.

ARTICLE VIII AUTHORITY AND VESTING OF RIGHTS

Section 8.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Agreement to authorize certain land uses and development on the Property; provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other

terms and consideration, including the continuation of land uses and zoning after annexation of the Property. A memorandum of this Agreement may be filed by Developer in the real property records of Travis County.

Section 8.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. It is the intent of the City and the Developer that these vested development rights include the development of the Property in accordance with the Applicable Rules, as modified by this Agreement. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE IX TERM, ASSIGNMENT AND REMEDIES

Section 9.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

Section 9.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer and, following creation of the District, the District, and may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the owners of the portion of the Property affected by the amendment or termination and, following creation of the District, the District containing such portion of the Property. If the District is not created within five (5) years after the Effective Date of this Agreement, then the City shall have the option of terminating this Agreement and retaining any payments previously received by the City.

Section 9.03 Assignment.

(a) This Agreement, and the rights of Developer hereunder, may be assigned by Developer, with the City's consent, to a subsequent developer of all or a portion of the Property. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee. The City's consent to any proposed assignment will not be unreasonably conditioned, withheld or delayed. No consent, however, shall be required for an assignment to any subsidiary, parent company, or other affiliate of Developer.

(b) If Developer assigns its rights and obligations hereunder as to all or a portion of the Property, then the rights and obligations of any assignee and Developer will be severable, and Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming

developer, but will not impede development activities of any performing developer as a result of that nonperformance.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Property.

Section 9.04 Remedies.

(a) If the City defaults under this Agreement, Developer may enforce this Agreement by seeking damages and/or a writ of mandamus from any court of appropriate jurisdiction, or may give notice setting forth the event of default (“Notice”) to the City. If the City fails to cure any default that can be cured by the payment of money (“Monetary Default”) within 45 days from the date the City receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, Developer may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City’s consent to the creation of the District.

(b) If Developer defaults under this Agreement, the City may enforce this Agreement by seeking specific performance from any court of appropriate jurisdiction, or the City may give Notice to Developer. If Developer fails to cure any Monetary Default within 45 days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within 45 days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement as to all of the Property owned by Developer, or as to the portion of the Property affected by the default; however, any such remedy will not revoke the City’s consent to the creation of the District.

(c) If either party defaults, the prevailing party in the dispute will be entitled to recover its reasonable attorney’s fees, expenses and court costs from the non-prevailing party.

Section 9.05 Cooperation.

(a) The City and Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) The City agrees to cooperate with Developer in connection with any waivers or approvals Developer may desire from Travis County in order to avoid the duplication of facilities or services in connection with the development of the Property.

(c) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY: City of Elgin
Attn: City Manager
PO Box 591
Elgin, Texas 78621

With Required Copy to: Sheets & Crossfield
Attn: Charlie Crossfield
309 E. Main Street
Elgin, Texas 78664-5264

DEVELOPER: ATX Elgin, LLC
Attn: Mark Janik
101 Parklane Blvd., Suite 102
Sugar Land, Texas 77478

With Required Copy to: Armbrust & Brown, PLLC
Attn: Sean Abbott
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other party. Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 10.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

Any failure by a party to insist upon strict performance by the other party of any material

provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 10.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 10.04 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 10.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 10.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 10.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

Section 10.08 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming

force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

The term “force majeure” means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

Section 10.09 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

<u>Exhibit “A”</u> -	Description of the Property
<u>Exhibit “B”</u> -	Form of District Joinder
<u>Exhibit “C”</u> -	Concept Plan including Boundary Roads and Arterials
<u>Exhibit “D”</u> -	Right-of-Way Dedication
<u>Exhibit “E”</u> -	Form of Consent Resolution of the City
<u>Exhibit “F”</u> -	Permitted Variances to City Development Requirements
<u>Exhibit “G”</u> -	Conceptual Master Plan; Depiction of Greenbelt Parkland Corridor

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

(signatures on the following page)

CITY OF ELGIN, TEXAS

By: _____
Theresa Y. McShan Mayor

Date: _____

ATTEST:

By: _____
Jennifer Stubbs, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2022, by Ron Ramirez, Mayor of the City of Elgin, Texas, a home-rule city on behalf of said City.

(Seal)

Notary Public Signature

ATX Elgin Dev, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

 §

COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2022, by
_____, _____ of ATX Elgin Dev, LLC, a Texas
limited liability company, on behalf of said limited liability company.

(Seal)

Notary Public Signature

EXHIBIT "A"
THE PROPERTY

EXHIBIT ____

Briarwood M.U.D.
205.433 Acres
Job No. 9124-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 205.433 ACRE TRACT OF LAND OUT OF THE WILLIAM HINES SURVEY NO. 53, TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 176.274 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AND ALL OF A CALLED 29.107 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 AS CONVEYED TO ATX ELGIN DEV, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021141877 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 205.433 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4-inch iron rod found on the southwest right-of-way line of F.M. 1100 (80 feet wide) as dedicated by Volume 482, Page 422 and Volume 1536, Page 126, both of the Deed Records of Travis County, Texas, and as shown on the Texas State Highway Department Right-of-Way Map dated October 1954, at the northwest corner of the above described ATX Elgin Tract 2 and at the northeast corner of a called 7.000 acre tract of land described as Tract 1 as conveyed to Adrene L. Bracewell by Independent Executor's Deed recorded in Document Number 2014014537 of the Official Public Records of Travis County, Texas, and described in Volume 5813, Page 761 of the Deed Records of Travis County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the southwest right-of-way line of said F.M. 1100 and the northeast line of said ATX Elgin Tract 2, S 65°27'23" E a distance of 287.27 feet to a 1/2-inch iron rod found at the point of curvature of a curve to the right;

THENCE, continuing with the southwest right-of-way of said F.M. 1100 and the northeast line of said ATX Elgin Tract 2, along said curve to the right, an arc distance of 56.12 feet, having a radius of 11,419.16 feet, a central angle of 00°16'54" and a chord which bears S 65°18'56" E a distance of 56.12 feet to a 5/8-inch iron rod with cap stamped "RL SURVEY RPLS 4532" found at the northeast corner of said ATX Elgin Tract 2 and the northwest corner of a called 1.783 acre tract of land as conveyed to Lesley A. Trevino and Joseph E. Trevino by Texas General Warranty Deed with Vendor's Lien recorded in Document Number 2017007321 of the Official Public Records of Travis County, Texas, for an exterior corner of the herein described tract;

THENCE, departing the southwest right-of-way line of said F.M. 1100 with a southeast line of said ATX Elgin Tract 2 and the northwest line of said Trevino Tract, S 26°27'27" W a distance of 438.63 feet to a 5/8-inch iron rod with an illegible cap found at an interior corner of said ATX Elgin Tract 2 and at the southwest corner of said Trevino Tract, for an interior corner of the herein described tract;

THENCE, with a northeast line of said ATX Elgin Tract 2 and the southwest line of said Trevino Tract, S 63°31'53" E a distance of 173.95 feet to a 5/8-inch iron rod found on the northwest line of the above described ATX Elgin Tract 1, at an exterior corner of said ATX Elgin Tract 2 and at the southeast corner of said Trevino Tract, for an interior corner of the herein described tract;

THENCE, with the southeast line of said Trevino Tract and the northwest line of said ATX Elgin Tract 2, N 26°58'05" E a distance of 442.37 feet to a 1/2-inch iron rod found on the southwest right-of-way line of said F.M. 1100, at the northeast corner of said Trevino Tract, at the northwest corner of said ATX Elgin Tract 1, and at the beginning of a non-tangent curve to the right, for an exterior corner of the herein described tract;

THENCE, with the southwest right-of-way line of said F.M. 1100 and the northeast line of said ATX Elgin Tract 2, along said curve to the right, an arc distance of 191.12 feet, having a radius of 11,419.16 feet, a central angle of 00°57'32" and a chord which bears S 63°48'09" E a distance of 191.12 feet to a calculated angle point;

THENCE, continuing with the southwest right-of-way line of said F.M. 1100 and the northeast line of said ATX Elgin Tract 2, S 63°19'23" E a distance of 2,009.13 feet to a broken TXDOT Type I concrete monument found at an angle point in the northeast line of said ATX Elgin Tract 2 and at the northwest corner of a called 0.483 acre tract of land as conveyed to The Board of Trustees of the Elgin Independent School District by General Warranty Deed recorded in Document Number 2004015350 of the Official Public Records of Travis County, Texas, for an angle point;

THENCE, departing the southwest right-of-way line of said F.M. 1100, with the northeast line of said ATX Elgin Tract 2 and the southwest line of said 0.483 acre Elgin Independent School District Tract, S 62°24'57" E a distance of 250.49 feet to 5/8-inch iron rod found disturbed at the northeast corner of said ATX Elgin Tract 2 and at the northwest corner of a called 15.00 acre tract of land as conveyed to The Board of Trustees of the Elgin Independent School District by Warranty Deed recorded in Document Number 2004014488 of the Official Public Records of Travis County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found disturbed bears S 28°43'55" W a distance of 6.04 feet;

THENCE, with a southeast line of said ATX Elgin Tract 2 and the northwest line of said 15.00 acre Elgin Independent School District Tract, S 27°10'45" W a distance of 929.36 feet to a calculated point at an interior corner of said ATX Elgin Tract 2 and at the southwest corner of said 15.00 acre Elgin Independent School District Tract, for an interior corner of the herein described tract;

THENCE, with a northeast line of said ATX Elgin Tract 2 and the southwest line of said 15.00 acre Elgin Independent School District Tract, S 63°11'06" E a distance of 798.08 feet to a 5/8-inch iron rod with an illegible cap found on the northwest right-of-way line of County Line Road (right-of-way width varies, no deed of record found) at the most easterly corner of said ATX Elgin Tract 2 and at the southeast line of said 15.00 acre Elgin Independent School District Tract, for the most easterly corner of the herein described tract, from which a 1/2-inch iron rod with an illegible cap found bears S 61°33'46" E a distance of 3.18 feet;

THENCE, with the northwest right-of-way line of said County Line Road and the southeast line of said ATX Elgin Tract 2, S 27°20'13" W a distance of 1,679.56 feet to a 1/2-inch iron pipe found at the southeast corner of said ATX Elgin Tract 2 and at the most easterly corner of Lot 136 of WESTWIND SUBDIVISION SECTION 3, a subdivision as recorded in Document Number 201400175 of the Official Public Records of Travis County, Texas, for the southeast corner of the herein described tract;

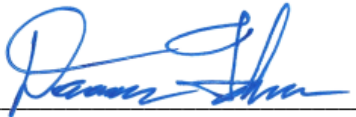
THENCE, departing the northwest right-of-way line of said County Line Road, with the southwest line of said ATX Elgin Tract 2 and the northeast line of said WESTWIND SUBDIVISION SECTION 3, N 62°45'00" W a distance of 1,854.45 feet to a 1/2-inch iron pipe found at the northwest corner of said Lot 136 of said WESTWIND SUBDIVISION SECTION 3, for an angle point;

THENCE, continuing with the southwest line of said ATX Elgin Tract 2 and the northeast line of said WESTWIND SUBDIVISION SECTION 3, N 62°49'58" W a distance of 1,380.09 feet to a 1/2-inch iron pipe found at the southwest corner of said ATX Elgin Tract 2, at the northwest corner of said WESTWIND SUBDIVISION SECTION 3, at the southeast corner of said ATX Elgin Tract 1, and at the northeast corner of a called 67.971 acre tract of land as conveyed to Creeks Crossing Land Partners LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021095645 of the Official Public Records of Travis County, Texas, for an angle point;

THENCE, with the southeast line of said ATX Elgin Tract 1 and the northeast line of said Creeks Crossing Tract, N 65°08'26" W a distance of 520.90 feet to a 1/2-inch iron rod found at the southwest corner of said ATX Elgin Tract 1, at an angle point in the north line of said Creeks Crossing Tract, and at the southeast corner of a called 11.365 acre tract of land described as Tract 2 as conveyed to Adrene L. Bracewell by Independent Executor's Deed recorded in Document Number 2014014537 of the Official Public Records of Travis County, Texas, and described in Volume 9264, Page 911 of the Real Property Records of Travis County, Texas, for the southwest corner of the herein described tract;

THENCE, with the northwest line of said ATX Elgin Tract 1 and the southeast lines of said Bracewell Tract 2 and Tract 1, N 26°57'33" E a distance of 2,582.25 feet to the **POINT OF BEGINNING** and containing 205.433 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on September 8, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. Distances shown hereon are in surface and can be converted to grid by multiplying by the combined scale factor of 0.9999262575. This description was prepared under 22 Texas Administrative Code § 138.95 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. A sketch accompanies this description.



Damian G. Fisher RPLS No. 6928
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



2/28/2022

Date

Client: Ashton Gray
Date: February 28, 2022
Job No: 9124-00

EXHIBIT “B”
FORM OF DISTRICT JOINDER

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the “*Joinder Agreement*”), dated as of _____, 20__, is executed by BRIARWOOD MUNICIPAL UTILITY DISTRICT (“*District*”), in connection with that certain Development and Consent Agreement (the “*Consent Agreement*”) entered into by and between the CITY OF ELGIN, TEXAS, a home rule city located in Travis and Bastrop Counties, Texas (the “*City*”) and ATX Elgin Dev, LLC, dated effective as of _____, 20__. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Consent Agreement.

In accordance with the Consent Agreement, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Consent Agreement. Accordingly, the District hereby agrees as follows with City and Owner:

1. The District acknowledges and confirms that it has received a copy of the Consent Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Consent Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Consent Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Consent Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Travis County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

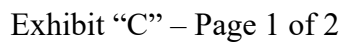
**BRIARWOOD MUNICIPAL UTILITY
DISTRICT**

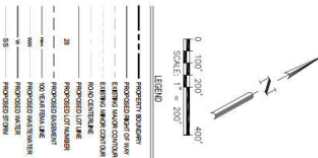
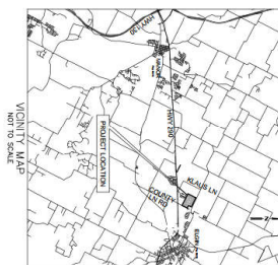
By: _____

Printed Name: _____

Title: _____

G:\TXC\Projects\Aashan Gray\18185-00-Briarwood Prelim\03_CADD\05_EXHIBITS\2022-02-22_CONCEPT PLAN.dwg Layout: CONCEPT PLAN Plotted: 5/16/2022 1:53:44 AM

[illegible]



SHEET 1 2 OF 2	BRIARWOOD ELGIN, TEXAS	 BGE, INC. 501 W. Loop West, Suite 400 AUSTIN, TX 78708 TSP# Registration No. T-1506 TEL: 817-675-5000 www.bge.com	DESIGNED BY: TSM CHECKED BY: JAN DRAWN BY: LCC	REVISIONS:	PER SUBMITTAL:	DATE:
	CONCEPT UTILITY PLAN		REVISIONS:	PER SUBMITTAL:	DATE:	

[illegible]

EXHIBIT “E”
FORM OF CONSENT RESOLUTION OF THE CITY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS,
CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT TO BE
KNOWN AS BRIARWOOD MUNICIPAL UTILITY DISTRICT**

WHEREAS, the City of Elgin has received a Petition for Consent to Include Land In A Municipal Utility District, dated _____, 20__, a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, the City wishes to evidence its support for the creation of the Briarwood Municipal Utility District (“District”) over certain land within its municipal boundaries, which is described more fully in the field notes attached to **Exhibit “A”** (the “Property”).

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

SECTION 1. That the City Council of the City of Elgin (“City”) hereby grants its consent to and permission, pursuant to Section 54.016, Texas Water Code, and Section 42.042, Texas Local Government Code, to the creation of the District over the Property, by order of the Texas Commission on Environmental Quality (the “TCEQ”) or through other means, within its municipal boundaries, and the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

SECTION 2. That this resolution take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of Elgin, Texas, on the __ the day of _____, 20__.

CITY OF ELGIN, TEXAS

By: _____

Theresa Y. McShan, Mayor

Date: _____

ATTEST:

APPROVED:

Jennifer Stubbs
City Secretary

Charlie Crossfield
City Attorney

[Petition for Consent to be attached as exhibit to final Consent Resolution]

EXHIBIT “F”
PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

For the avoidance of doubt, the City acknowledges and agrees that the Property is located within the City’s municipal boundaries and the Development will be subject to the City’s Code of Ordinances (together, the “*Applicable Ordinances*”).

The City hereby grants the following variances from the Applicable Ordinances:

1. Chapter 32 of the Applicable Ordinances shall not apply to the display of model home, builder lot/home sale, and builder directional signs in the Development. Builders are permitted to provide: model home signs on a temporary basis, within the property lines of said homes; builder lot/home sale signs located within property lines on applicable lots, which may use the words “available” or “sold”; and a maximum of ten (10) builder directional signs, provided such signs will not obstruct views around corners or at intersections.
2. Sec. 36-29(h) – The Concept Plan shall expire upon termination of this Agreement.
3. Sec. 36-30(g) – A preliminary plat shall expire 10 years after the date of approval.
4. Sec. 36-56 – Due to the prior agricultural use of and the lack of trees on the Property, no tree preservation plan shall be required for the Development, no actions or approvals from the City will be required relating to the removal of trees on the Property, and no tree mitigation will be required on the Property.
5. Sec. 36-58—Walls will be constructed as depicted on the attached **Exhibit “G”**. All walls will be six feet in height and constructed utilizing allowable materials, per Subsection 36-58(a)(2). Developer will not be required to construct subdivision walls on the east/west collector road, but will construct stained wood fencing with masonry columns on all back yards of residential lots adjacent to the east/west collector road.
6. Sec. 36-81(3) – Curves are to have a maximum centerline radius of 2,750 feet and a minimum centerline radius of 60 feet for local streets.
7. Sec. 36-82(1) – All streets, secondary or minor, shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).
8. Sec. 36-170 – All lots platted in subdivisions located within the Development shall be a minimum of 5,100 square feet.
9. Sec. 36-171 – All lots platted in subdivisions located within the Development shall be a minimum of forty five feet (45’) in width.

10. Sec. 36-176 – Corner lots shall not be required to be ten feet wider than the average interior lot on the same block.

11. Sec. 36-202(a)(1) and (2) – Residential blocks for through streets shall be no longer than 1,750 feet measured along the center of the block, nor shorter than 275 feet.

12. Sec. 36-312(b)(2)(a)—For a minor waterway, the boundaries of the buffer zone are thirty (30) feet from the centerline of the waterway.

13. Sec. 36-313(b) – There shall be no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, driveways, utility infrastructure, floodplain mitigation or recreational/amenity ponds or other water features.

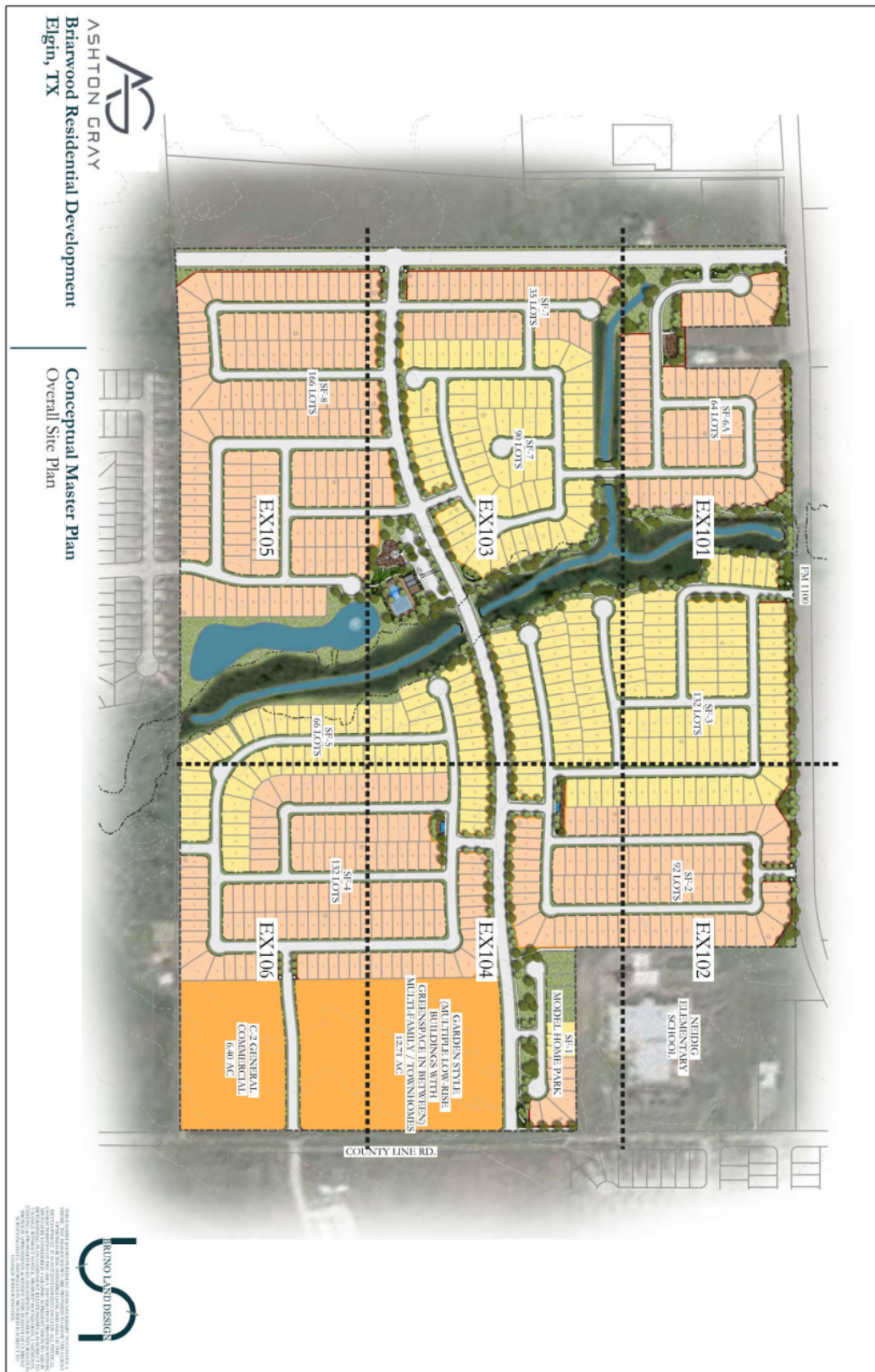
14. Sec. 36-366 – To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter 217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development.

15. Sec. 36-370 – To the extent that the terms and provisions of Sec. 36-370 of the Applicable Ordinances and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.

16. Sec. 46-303(2)(a)—For dwellings on interior lots there shall be a side yard on each side of the main building of not less than five feet, measured from the slab, for one story dwellings and dwellings of more than one story.

Further, the City agrees that this Agreement, including all exhibits hereto, shall also serve as guidance for review and approval of any additional variances, waivers or other approvals not specifically provided in this Agreement, but necessary for construction of the Development as shown on the Concept Plan.

EXHIBIT "G" **CONCEPTUAL MASTER PLAN; DEPICTION OF PARKLAND CORRIDOR**











SUMMARY OF RECREATIONAL FACILITIES

The Pool Complex shall consist of:

- Lap pool;
- Resort-style pool;
- Patio with pergola covering (shade structure);
- Recreation center;
- Playground with shade structure;
- Activity berm;
- Free-play lawn;
- Parking lot.

The Park Facilities shall consist of:

- 32.82 acres of parkland and open space;
- An amenity lake with a fountain;
- 3,645 feet of a six (6') feet wide concrete nature trail;
- The Northern Drainage Reserve, to include large canopy trees, seven dedicated parking spaces at the trailhead, and the following trail elements:
 - Three benches
 - Two interpretive signs;
 - Two pet waste stations;
 - Three trash receptacles;
 - Fitness stations (specific number to be determined).
- Three pocket parks, to include the following facilities:
 - Shade structure;
 - Benches;
 - Tables;
 - Trash receptacles;
 - Play equipment;
 - Free play lawn;
 - Trees.

End of Attachment "A"



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE SUBMISSION OF A FEMA DR-4485 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT; COMMITMENT OF FUNDING; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN CONNECTION WITH THE FEMA DR-44485 HAZARD MITIGATION ASSISTANCE GRANT

DEPARTMENT: City Manager

PROPOSED ACTION:

Consideration of a Resolution formally consenting to the submission of a grant application Texas Department of Emergency Management (TDEM) to request funding support of an emergency power generator at the Water Treatment Plant (WTP).

BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration and approval of a Resolution formally consenting to the submission of a grant application Texas Department of Emergency Management (TDEM) to request funding support of an emergency power generator at the Water Treatment Plant (WTP).

ATTACHMENTS:

Staff memorandum/report and Resolution

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

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

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

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

Memorandum

Date: May 16, 2022

To: Mayor and City Council

Subject: 2021 COs - Weatherize Water Treatment Plant & Portable Generator Project



The City of Elgin, like nearly all of Texas, experienced unique and historic challenges when an unprecedented winter storm hit in early 2021. While the total loss of electrical power to homes, businesses, and all city operations was by far the primary adverse issue, the storm experience also highlighted areas of potential upgrades for city systems.

Subsequent to the storm, city staff produced the **2021 Winter Storm Event Debriefing Report** to document operational issues and response; ultimately identifying *Potential Areas for Operational Upgrades* which includes the following:

“Current operations lack the overall resources that would be required to have made a more meaningful impact on the operational issues presented by this storm. . . . a significant financial investment would be required to fund a wide range of additional resources (to address these shortcomings), including but not limited to:

- *Independent **generators** and/or redundant power sources located at all operational areas associated with water pumping, production, and/or storage facilities . . . (and) wastewater collection and treatment*
- ***Portable generators**”*

The City Council ultimately directed additional funding to be included in the 2021 Certificates of Obligation Program (COs), designating \$1.5M to “Weatherize the Water Treatment Plant”.

While the staff moved forward immediately on the development of these projects, supply chain issues of various forms and other timing issues have adversely impacted our ability to proceed with these projects in a manner consistent with the implementation schedule we had originally hoped for.

Following is the current status of on-going projects to development alternative power sources for critical infrastructure:

1. **Large Portable Generator** – Vendor selected and construction authorized
 - Currently anticipated delivery: mid-August
2. **Heavy Duty Truck** – Vehicle pool does not include a designated vehicle that would be able to easily transport the new large portable generator (*Savings on portable generator sufficient to purchase truck and keep combined cost within overall budget/set aside*)
 - Currently anticipated delivery: mid-August
3. **System Connections** - Quick connections and/or automatic transfer switches to be installed at all lift stations, pumps, etc. to allow for portable generator deployment
 - Currently anticipated project completion: mid-July

4. **New Permanent Generator-WWTP** – The Wastewater Treatment Plant Expansion Project includes a new permanent on-site emergency generator
 - Currently anticipated project completion: 1st Quarter-2023
5. **Reuse of Existing Generator-WWTP** – While outdated, the on-site emergency generator currently located at the wastewater treatment plant has been determined by engineering analysis to have some useful life remaining. Accordingly, that generator will be relocated to Well No. 14, providing a new back-up power source for the City’s main water supply
 - Currently anticipated project completion: no later than 1st Quarter-2023
6. **New Permanent Generator-Pistol Hill Water Storage Tank** – This project involves the construction and complete replacement of the most crucial water storage facility in the City’s water distribution system (and will be funded by a \$4.9M grant). The project includes the installation of a new permanent on-site emergency generator.
 - Currently anticipated project completion: 4th Quarter-2023
7. **New Permanent Generator-WTP** – Council’s primary focus with the “Weatherize the Water Treatment Plant (WTP)” project in the 2021 COs Program was to invest (\$1M) in a large generator that would be capable of maintaining minimum operations at the water treatment plant during lost power events.

As staff initiated the project, we became aware of grant funding opportunities that could be available to the City through the Texas Department of Emergency Management (TDEM) to acquire the WTP emergency generator at little or no cost to the City.

Staff made the decision to delay the self-funding project and pursue this grant opportunity, hoping to save the city as much as \$1M. However, as is typical of most such programs, staff has had to delay any plan development or acquisition to remain eligible for a grant.

Unfortunately, TDEM has been very slow in the actual implementation of the grant program; and has recently informed staff that all applications will have to be resubmitted before actual funding awards are made. Indications remain that we have a strong application.

As you know, the City already has the \$1M funding required for this project through the 2021 COs Program. However, staff remains committed to our grant application and plans to continue to delay this project to allow this opportunity to save \$1M to be fully vetted.

Let me know if you have any questions or comments.



Thomas L. Mattis
City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE SUBMISSION OF A FEMA DR-4485
HAZARD MITIGATION ASSISTANCE GRANT
APPLICATION TO THE TEXAS DEPARTMENT OF
EMERGENCY MANAGEMENT; COMMITMENT OF
FUNDING; AND AUTHORIZING THE MAYOR OR CITY
MANAGER TO ACT AS THE CITY'S EXECUTIVE
OFFICERS AND AUTHORIZED REPRESENTATIVES IN
ALL MATTERS PERTAINING TO THE CITY'S
PARTICIPATION IN CONNECTION WITH THE FEMA
DR-4485 HAZARD MITIGATION ASSISTANCE GRANT.**

WHEREAS February 2021 the State of Texas issued a Disaster Declaration relating to the Severe Winter Storm that included freezing temperatures, snow, and power outages; and

WHEREAS, the City of Elgin experienced equipment freezing and power outages that ultimately shut down the Water Treatment plant thus draining the city of all water storage; and

WHEREAS, the citizens were left without water; and

WHEREAS, the Water Treatment Plan is considered critical infrastructure for the city and in the best interests of the City of Elgin to apply for funding under the FEMA DR-4485 Hazard Mitigation Assistance grant; and

WHEREAS, the City is considering the submission of FEMA Hazard Mitigation Assistance Grant application which incurs a 25% funding match to provide the City with funding to purchase and install a stand-alone Generator for the Water Treatment Plant to furnish backup electrical power to the Water Plant, Booster Station and Well 15; and

WHEREAS, FEMA Mitigation Fund applicants are required to appoint an official to act as the Authorized Representative in all matters in connection with the Mitigation Grants.

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. That a FEMA DR-4485 Hazardous Mitigation Assistance Grant application is hereby authorized to be filed on behalf of the City of Elgin with the Texas Department of Emergency Management.

Section 3. Placement. That the City's application be placed in competition for funding under the FEMA DR-4485 Hazardous Mitigation Assistance Grant

Section 4. Amount of Request. That the total grant application does not exceed \$1,000,000.00 of grant funds to provide backup electrical power to run the Water Treatment Plant, Booster Station and Well 15 during a main power outage.

Section 5. Authorized Agents. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the FEMA DR-4586 Hazardous Mitigation Assistance Grant:

- The Mayor or City Manager shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents; and
- The Mayor or City Manager are authorized to execute environmental review documents between the Texas Department of Emergency Management and the City; and
- If this application is funded, the Mayor, Mayor Pro-Tem, City Manager and Director of Finance are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.

Section 6. Use of Funds. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

Section 7. Source of Funds. That it further be stated that the City of Elgin will commit the required 25% match not to exceed \$250,000.00 from the Certificate of Obligation Bond as a cash contribution toward the construction activities of Water Plant Back Up Generator Project.

Section 8. 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 9. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 7th day of June, 2022

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

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

DEPARTMENT: Mayor and City Council

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Election of the Mayor Pro-Tem by City Council

ATTACHMENTS:

None

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

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

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

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