AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, AUGUST 2, 2022
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

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

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **INVOCATION**

IV. **PLEDGE OF ALLEGIANCE**

V. **PUBLIC COMMENT**

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the City Council regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the City Council during the meeting shall do so under the "PUBLIC COMMENT" agenda item. Speakers shall 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. **As of May 1, 2022, all such public comments will be done IN PERSON. You may email public comments and they will be distributed to each of the Council Members but not read out loud.**

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 a "PUBLIC COMMENT FORM".

Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or Staff Member. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from any personal attacks or derogatory comments directed at any Council Member, Staff Member, other individual, or group.

VI. **PRESENTATION**

1. **A PROCLAMATION DECLARING AUGUST 20, 2022, AS FOUNDER'S DAY IN THE CITY OF ELGIN**

   Documents:

   A PROCLAMATION DECLARING AUGUST 20, 2022, AS FOUNDERS DAY IN THE CITY OF ELGIN.PDF

VII. CITY MANAGERS REPORT

1. **#ETX150 Mid-Year Sesquicentennial Update**

   Documents:

   EX SUMMARY-ETX150 MID-YEAR SESQUICENTENNIAL UPDATE.PDF
   FOUNDERSDAY8202022.PDF
   FOUNDERSDAY 4X4 AD.PNG

2. **Report On Plans For Upgrades In Base Compensation For All Elgin Police Department Patrol Officer Positions**

   Documents:

   EX SUMMARY - EPD COMPENSATION722.PDF

3. **Update On The Transfer Of The Homestead Estates Subdivision From The Aqua Water Supply Corporation (WSC) Certificate Of Convenience And Necessity (CCN) To The City CCN**

   Documents:

   EX SUMMARY - AQUA TRANSFER UPDATE722.PDF
   HOMESTEAD AQUA CCN722.PDF

4. **Update On Discussion Of Establishing A Tax Ceiling Freeze In The FY22-23 Annual Budget For City Property Taxpayers Over The Age Of 65**

   Documents:

   EX SUMMARY - TAX FREEZE.PDF
   ORDTAXFREEZE802.PDF
   BASTROP-CAD-EXEMPTIONS-2021.PDF

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

   Documents:

   EXSUMMARY - GENERAL ACTIVITY REPORT.PDF

VIII. CONSENT AGENDA

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

1. **City Council Regular Meeting Minutes - July 5, 2022**

Documents:

EX SUMMARY- JULY 5, 2022 REGULAR MEETING MINUTES.PDF
07-05-2022 CITY COUNCIL REGULAR MEETING MINUTES.PDF

2. **Request To Waive The Open Container Ordinance For October 20th, 21st, And 22nd For The 35th Annual Hogeye Festival**

Documents:

EX SUMMARY-REQUEST TO WAIVE OPEN CONTAINER ORDINANCE.PDF
ORD2012-01-20-01 AMENDING CHAPTER 1 SECTION 10, SECTION 12, SECTION 14 OF THE CODE OF ORDINANCES.PDF
HOGEYE FESTIVAL MAP 2022.PDF

3. **CONSIDERATION OF A REQUEST BY SACRED HEART CATHOLIC CHURCH AS PART OF THEIR ANNUAL FIESTA ON SEPTEMBER 4, 2022, TO (1) WAIVE THE OPEN CONTAINER ORDINANCE FOR SEPTEMBER 4 FROM 3:00 PM To 10:30 PM AND (2) ALLOW LIVE MUSIC TO CONTINUE AT ELGIN MEMORIAL PARK UNTIL 10:00PM ON SUNDAY SEPTEMBER 4**

Documents:

EXSUMMARYSACREDHEART2022.PDF
ORD2012-01-20-01 AMENDING CHAPTER 1 SECTION 10, SECTION 12, SECTION 14 OF THE CODE OF ORDINANCES.PDF
ORD2016-11-1-28 AMENDING NOISE ORDINANCE.PDF

4. **A RESOLUTION OF CITY OF ELGIN TEXAS, DESIGNATING THE BASTROP COUNTY TAX ASSESSOR COLLECTOR TO CALCULATE AND CERTIFY THE TRUTH IN TAXATION (T-N-T) TAX RATES**

Documents:

EX SUMMARY-TRUTH IN TAXATION.PDF
A RESOLUTION OF CITY OF ELGIN TEXAS, DESIGNATING THE BASTROP COUNTY TAX ASSESSOR COLLECTOR TO CALCULATE AND CERTIFY TNT RATES.PDF
CERTIFICATION OF ADDITIONAL SALES AND USE TAX TO PAY DEBT SERVICES.PDF

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE ROY RIVERS BLVD. EXTENSION PHASE III PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

EXSUMMARY - AUTH TRC RRBLVD3.PDF
RESAUTHTRCRRBLVDPHS802.PDF
TRC PROPOSAL - ROY RIVERS PHASE III AMENDMENT.PDF

IX. NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2022 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL**

OPERATIONS; AND PROVIDING FOR RELATED MATTERS.

Documents:

EXSUMMARY - 5YRCP .PDF
RESO5YRCP802.PDF

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, DESIGNATING BAIRD/WILLIAMS CONSTRUCTION AS THE MOST QUALIFIED FIRM TO PROVIDE A "CONSTRUCTION MANAGER AT RISK" DELIVERY METHOD FOR THE DESIGN AND CONSTRUCTION OF THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

EXSUMMARY - 21COS CMARA722.PDF
RESAUTHCMARA802.PDF

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPOINTING REPRESENTATIVES TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS**

Documents:

EX SUMMARY-CAPCOG NOMINATION.PDF
GA-APPOINT-FORM-FILLABLE.11-11-19 (002).PDF
RES CAPCOG REPRESENATIVE.PDF

4. **AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF ELGIN ON NOVEMBER 8, 2022, TO SUBMIT TO THE VOTERS A PROPOSED CITIZEN-INITIATED PETITION REGARDING THE CREATION OF THE ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT**

Documents:

EX SUMMARY-ORDERING SPECIAL ELECTION.PDF
ENGLISH-ORDINANCE NO. 2022.PDF
SPANISH-ORDINANCE NO. 2022.PDF
CONTRACT FOR ELECTION SERVICES AND AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN THE CITY OF ELGIN AND BASTROP COUNTY.PDF
030.2.1.2022.22 ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF ELGIN.PDF

X. EXECUTIVE SESSION

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

XI. RECONVENE

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

XII. ANNOUNCEMENTS

XIII. 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, July 29, 2022, in accordance with Chapter 551 of the Texas Government Code.

Jennifer Stubbs

Jennifer Stubbs, City Secretary

A PROCLAMATION DECLARING AUGUST 20, 2022, AS FOUNDER'S DAY IN THE CITY OF ELGIN

WHEREAS, 2022 marks 150 years since the founding of our community along the Houston and Texas Central Railroad; and

WHEREAS, the City of Elgin was named for Robert Morris Elgin, the railroad's land commissioner and is celebrating its Sesquicentennial in 2022, also known as #ETX150; and

WHEREAS, the community has been celebrating this momentous occasion by commemorating and educating with a yearlong series of celebrations that feature a diverse set of opportunities to create, connect, and cultivate community through the past, present, and with an eye to the future; and

WHEREAS, the Sesquicentennial Committee strives to recognize the city's history throughout the year through a series of partnerships with organizations, businesses, and dedicated volunteer efforts; and

WHEREAS, #ETX150 has focused on recording and preserving written and oral histories and has developed a new history book to share our community's unique aspects; and

WHEREAS, an Elgin Founder's Day Celebration will be held on Saturday, August 20, 2022, at Booker T. Washington Elementary School from 10 a.m. to 2 p.m.; and

WHEREAS, the Founder's Day Birthday Bash will celebrate the founding of Elgin with an official Founder's Day Ceremony, where attendees can learn and experience our community's history by visiting with exhibitors during the History in the Halls portion of the ceremony; and

WHEREAS; the entire community is invited to join in on the celebrations; and

NOW, THEREFORE, I, Theresa Y. McShan, Mayor of the City of Elgin, do hereby proclaim August 20th, in the year of 2022 be known as

Elgin Founder's Day

in Elgin, Texas and call upon the people of Elgin to join their friends and neighbors throughout this community in celebrating the history and the future of our city.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Elgin, Texas to be affixed this 2nd day of August 2022.

_____

Theresa Y. McShan
Mayor, City of Elgin

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: #ETX150 Mid-Year Sesquicentennial Update

DEPARTMENT: Community Services

PROPOSED ACTION: Receive Mid-Year Sesquicentennial Update from Special Events Contractor

BACKGROUND: Elgin will celebrate 150 years of history since the City's founding in 1872. Recognition of this milestone anniversary began in January and continues throughout 2022. The celebration is shaping up to be a dynamic series of events and unique experiences designed with the entire community in mind. The City Council appointed a Sesquicentennial committee, who continues to develop diverse opportunities to share the Elgin story and create new stories for the next 150 years. City Staff, Committee Chairs, and the special events contractor are hard at work engaging residents and civic clubs, fine tuning #etx50 communication and outreach channels, supporting the dozens of community champions organizing events, cultivating community pride and recognition with our business community, and striving to ensure this historic event leaves a lasting legacy for the next generation of Elginites. Special Events Contractor Sarah O'Brien will provide a midyear report highlighting expenditures, accomplishments, and programming that have occurred to date and provide an overview of the City's official Founder's Day celebrations

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Receive report from Sesquicentennial Event Contractor

ATTACHMENTS: ETX150 Mid-Year Sesquicentennial Update Founder's Day Flyer

{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.

You are cordially invited to join Elgin' s Founder's Day festivities on Saturday, August 20th at the official Founder's Day Birthday Bash from 10 a.m. to 2 p.m. at Booker T. Washington Elementary School, 510 Martin Luther King Blvd. Elgin, TX 7862. The event will kick off with a formal program at 10 a.m. in the Gymnasium. The program will recognize Elgin founder's aged 90+, honor our Hogeye roots, pay homage to our railroad and agricultural ties, and recognize the role that Booker T. Washington played in our past, all while looking forward to and celebrating a much brighter future.

Attendees can also record oral histories and learn about our cultural heritage during the event at History in the Halls where over 20+ local and regional organizations will be set up sharing various historical aspects of the community.

Immediately following the formal program, enjoy a variety of musical performances, sit down and relax with your community, and help us celebrate 150 years of history at our old-fashioned style birthday party celebration from 11 a.m. to 2 p.m. A variety of indoor and outdoor activities, children' s birthday party favorites such as balloon animals and face painting, interactive local history games, a car show, festival fare and ice-cold treats, and of course a birthday cake worthy of turning 150! Don't miss this historic, once in a lifetime event.

Transportation to and from the event location will be available the day of the event from the Elgin Depot Museum parking lot, 14 depot street in downtown Elgin beginning at 9:30 a.m. until 2:30 p.m. As always it takes everyone pulling together to make events such as this a success, please consider volunteering in one of our many volunteer roles, details can be found online here: https://www.signupgenius.com/go/30e0c4dafa82faaf94-founders

For more information on Founder's Day or any of Elgin's Sesquicentennial events and programming please visit us online at www.etx150.com or email us at infoetx150@gmail.com

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Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Report on plans for upgrades in base compensation for all Elgin Police Department Patrol Officer positions

DEPARTMENT: City Manager/Chief of Police/Director of Human Resources

PROPOSED ACTION:

No Council action required at this time; This item is for a report on a plan to increase base compensation for uniformed all Elgin Police Department Patrol Officers from current-year salary savings. Council action may be required at a future date to adjust the FY21-22 Annual Budget.

BACKGROUND:

The City of Elgin EPD continues to struggle in its efforts to established affordable and appropriate compensation for uniformed patrol officers. This issue not only involves existing staff, but also hinders the City's ability to attract new officers that meet our performance expectations.

Compensation is believed to be the primary reason why the EPD the has not been fully staffed (meaning all authorized and funded positions filled) for the last five years. Within the current environment, it is a very competitive market for good police officers as virtually every law enforcement agency in Central Texas is attempting to recruit these employees.

It is for this reason that the staff believes it appropriate to increase compensation levels for this group of employees now, even recognizing the soon-to-be end of the fiscal year. Every day that passes without this upgrade puts us further behind on recruiting.

One benefit from having positions funded but not filled in the current-year budget is that this situation has resulted in salary savings within the EPD Budget. As such, these increases can be funded at this time without an adverse effect on the bottom-line of the overall Annual Budget.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion of staff report; No Council action is requested or anticipated at this time, other than routine direction to staff, if any. Council action may be required at a future date to adjust the FY21-22 Annual Budget.

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: Update on the transfer of the Homestead Estates subdivision from the Aqua Water Supply Corporation (WSC) Certificate of Convenience and Necessity (CCN) to the City CCN

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action required; This item is for an updated report on the transfer of the Homestead Estates subdivision from the Aqua Water Supply Corporation CCN to the City CCN as previously authorized by Council.

BACKGROUND:

Discussed previously; The City and Aqua WSC have executed a Master Agreement for Transfer of Certain Retail Water CCN Service from Aqua WSC to the City of Elgin, detailing certain terms and conditions whereby Aqua may transfer portions of the Aqua CCN to the City to provide water service to certain tracts, land parcels, and/or developments.

The agreement stipulates certain conditions whereby the City would begin to acquire certain developing areas within Aqua's CCN that will otherwise be fully serviced by the City, the cost for which will be passed on to the affected developer.

The **Homestead Estates** is a residential subdivision being constructed under a Development Agreement with the City and is eligible for transfer of Aqua CCN to the city.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion of staff report; No Council action is requested or anticipated at this time; other than routine direction to staff, if any.

ATTACHMENTS: Agreement

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

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

DEVELOPMENT AGREEMENT

This Development Agreement is by and between the City of Elgin, Texas ("City") and LGI Homes – Texas LLC ("Developer").

I.
RECITALS

WHEREAS, the City and Aqua Water Supply Corporation ("Aqua") have agreed to a Certificate of Convenience and Necessity ("CCN") transfer of property ("Property") shown on Exhibit "A" attached hereto; and

WHEREAS, Developer is or soon will be the owner of the Property; and

WHEREAS, Developer is owed a refund from Aqua in the amount of $796,600.00 ("Payment"); and

WHEREAS, the City in turn will remit the Payment to Aqua after receipt of Payment from Developer;

NOW, THEREFORE, the Parties agree as follows:

II.
AGREEMENT

1. All of the above Recitals are true and correct.

2. Developer is owed a Payment of $796,600.00 as a refund from Aqua.

3. Ten business days after receipt of Payment, Developer will pay $796,600.00 to the City.

4. Ten business days after the City receives the Payment, the City shall remit to Aqua $796,600.00 as costs attributed to the CCN transfer.

II.
MISCELLANEOUS

1. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

2. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement

3. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If Intended for the City:

City of Elgin

_____

Elgin, TX

With a copy to:

_____

_____

_____

If intended for the Developer:

LGI Homes – Texas LLC
Att. Mr. Shannon Birt
1450 Lake Robbins Drive, Suite 430,
The Woodlands, TX 77380

4. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.

5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Elgin, Texas.

6. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

7. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8. Assignment. This Agreement may not be assigned without the written consent of the County.

9. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

10. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

[Signatures on the following page.]

Executed on this _____ day of _____, 2022.

DEVELOPER:

LGI Homes – Texas LLC
By: _____

Mr. Shannon Birt, Officer

Its: Officer

CITY:

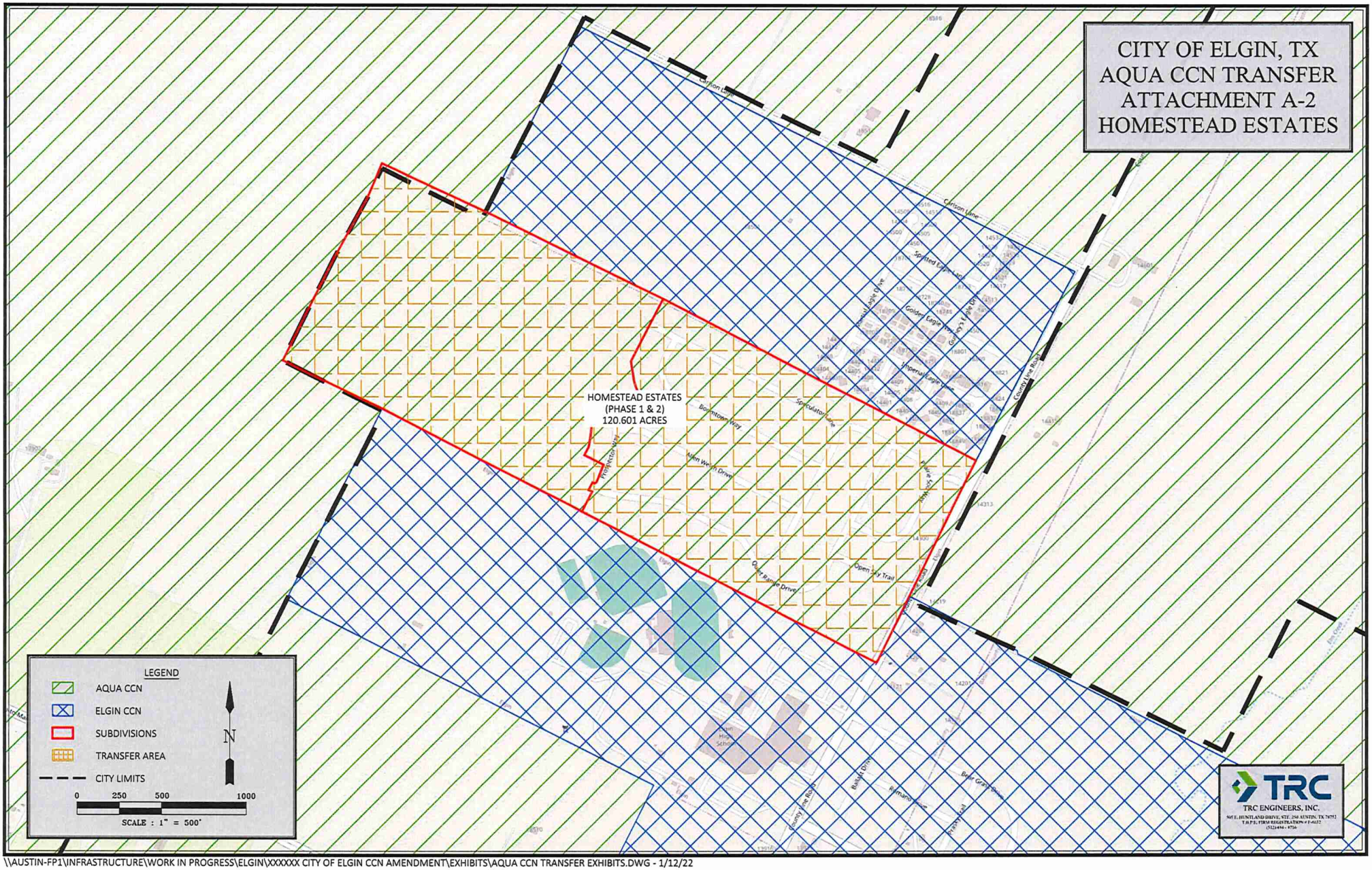
By: _____

Tom Mattis, City Manager

Attest:

_____

EXHIBIT "A"



\\AUSTIN-FP1\INFRASTRUCTURE\WORK IN PROGRESS\ELGIN\XXXXXX CITY OF ELGIN CCN AMENDMENT\EXHIBITS\AQUA CCN TRANSFER EXHIBITS.DWG - 1/12/22

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Update on discussion of establishing a tax ceiling freeze in the FY22-23 Annual Budget for city property taxpayers over the age of 65

DEPARTMENT: City Manager

PROPOSED ACTION:
For discussion only; No Council action proposed by staff at this time.

BACKGROUND:
Discussed previously; Within the last 2-3 years, the City Council has discussed various scenarios whereby the City might provide some additional tax relief to property taxpayers over the age of 65, which is a common practice among taxing agencies. In those previous discussions, timing and affordability were issues that prevented the City from implementing some kind of tax exemption or freeze at that time.

Given the City's improved financial stability, further consideration is being given to this policy matter prior to final development of the proposed FY22-23 Annual Budget.

Attached to this item is a draft copy of a potential Ordinance to establish a Tax Freeze and a list of all property tax exemptions currently provided by Bastrop County taxing agencies and

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

RECOMMENDATION:
Review and discussion of the subject matter as described.

ATTACHMENTS:
(10 Draft Ordinance and (2) Bastrop CAD Exemptions

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, ESTABLISHING AN AD VALOREM TAX FREEZE FOR RESIDENTIAL HOMESTEAD PROPERTY OWNERS OF THE CITY OF ELGIN WHO ARE DISABLED OR 65 YEARS OF AGE OR OLDER; PROVIDING FOR DEFINITIONS; PROVIDING SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Article VIII, Section 1-b, Subsection h of the Texas Constitution allows municipalities and other certain taxing entities to establish an ad valorem tax freeze on residence homesteads of disabled individuals or individuals age sixty-five or older; and,

WHEREAS, the Texas Property Tax Code, Section 11.261, governs the procedure under which a municipality or other taxing entity may adopt an ad valorem tax freeze; and,

WHEREAS, the City Council of the City of Elgin, Texas has investigated and determined that it would be in the interests of the City and its residents to provide for an ad valorem tax on the amount of property taxes on the residence homesteads of disabled individuals or individuals age sixty-five or older, beginning with tax year 2023.

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. Definitions.

"Disabled" has the same meaning as set forth in the Texas Property Tax Code, Section 11.13(m)(1), as it currently exists or may be amended.

"Residence Homestead" has the same meaning as set forth in the Texas Property Tax Code, Section 11.13(j)(1), as it currently exists or may be amended.

"Tax Code" means the Texas Property Tax Code, as it currently exists or may be amended.

Section 3. Residence Homestead Tax Freeze for Elderly or Disabled People. There is hereby created and established a tax freeze on the amount of property taxes imposed by the City of Elgin on the residence homesteads of disabled individuals or individuals age sixty-five or older which shall be governed by Section 11.261 of the Tax Code as follows:

(a) The tax freeze shall become effective beginning with the 2023 tax year and shall remain for each consecutive tax year until otherwise amended or repealed by the City Council or other appropriate authority.

(b) The total amount of ad valorem taxes imposed on the residence homesteads of a person who qualified that residence homestead for the exemption in accordance with the Tax Code as that of a person who is disabled individuals or is age sixty-five years of age or older shall not be increased while it remains the residence homestead of that person or that person's spouse who is disabled or sixty-five years of age or older.

DRAFT

(c) If the person who is disabled or sixty-five years of age or older dies in a year in which the person received a residence homestead exemption, the total amount of ad valorem taxes imposed on the residence homestead shall not be increased while it remains the homestead of that person's surviving spouse if:

(1) the surviving spouse is fifty-five (55) years of age or older at the time of the person's death

(2) the residence homestead of the deceased person is also the residence homestead of the surviving spouse on the date of the person's death, and

(3) the residence homestead remains the residence homestead of the surviving spouse.

(d) Notwithstanding anything contained herein, taxes on the homestead may be increased to the extent the value of the homestead is increased by improvements other than repairs and other than improvements made to comply with governmental requirements.

(e) A person may not receive a tax freeze that is the subject matter of the Ordinance for more than one residence homestead, no matter where located, in the same year. A person may designate a new residence homestead within the City in accordance with the Tax Code.

(f) The limitation on taxes provided by this Ordinance may expire in accordance with Section 11.261(d) of the Tax Code. If a tax limitation is erroneously allowed, back taxes may be assessed in accordance with Section 11.261(e) of the Tax Code.

Section 4. **Severability**. If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other ordinance of the City; and to this end the provisions of this ordinance are declared severable.

Section 5. Savings/Repealing. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

Section 6. 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 7. This Ordinance shall take effect immediately upon passage.

READ, **PASSED**, and **ADOPTED** on first reading this ____day of _____, 2022.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

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Bastrop CAD Exemptions

Taxing Unit	General Homestead	Over 65 Exemption	Disabled Person Exemption	Local Option	Freeze Ceiling
Bastrop ISD	$25,000	$10,000	$10,000	-0-	Y
Elgin ISD	$25,000	$10,000	$10,000	-0-	Y
Lexington ISD	$25,000	$10,000	$10,000	-0-	Y
McDade ISD	$25,000	$10,000	$10,000	-0-	Y
Smithville ISD	$25,000	$10,000	$10,000	-0-	Y
Austin Community College	-0-	$164,000	$164,000	1% ($5,000 min.)	N
City of Elgin	-0-	$15,000	-0-	-0-	N
City of Smithville	-0-	$10,000	$10,000	-0-	N
Bastrop County	-0-	$25,000	-0-	-0-	Y
Bastrop County Road	$3,000	$22,000	$3,000	-0-	Y
WCID#3 & #3D	-0-	$10,000	$10,000	20% ($5,000 min.)	N
City of Bastrop	-0-	-0-	-0-	-0-	Y
Bastrop County MUD #1	-0-	-0-	-0-	-0-	N
Bastrop County ESD #1	-0-	-0-	-0-	-0-	N
Bastrop County ESD #2	-0-	-0-	-0-	-0-	N
Bastrop-Travis Cts ESD #1	-0-	-0-	-0-	-0-	N
The Colony MUD #1A	-0-	-0-	-0-	-0-	N
The Colony MUD #1B	-0-	-0-	-0-	-0-	N
The Colony MUD #1D	-0-	-0-	-0-	-0-	N
The Colony MUD #1E	-0-	-0-	-0-	-0-	N
The Colony MUD #1F	-0-	-0-	-0-	-0-	N
West Bastrop Village MUD	-0-	-0-	-0-	-0-	N

VETERANS DISABILITY
10% - 29% -- $5,000 off market value
30% - 49% -- $7,500 off market value
50% - 69% -- $10,000 off market value
70% - 100% -- $12,000 off market value
100% Disabled Veteran/Unemployable = 100% exempt on homestead only

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

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

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

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

RECOMMENDATION:
N/A

ATTACHMENTS:
None.

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

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

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - July 5, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Regular Meeting Minutes- July 5, 2022

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Approval of the City Council Regular Meeting Minutes- July 5, 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.
{X} This is a routine procedural item and no presentation is planned for the meeting.

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

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
July 5, 2022

CALL TO ORDER

Mayor McShan called the meeting to order at 6:32 p.m.

ROLL CALL

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

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

Staff: Thomas L. Mattis, City Manager
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director
Chris Noble, Chief of Police
Pam Sanders, HR Director
David Harrell, Development Services 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 The Proposed 2022 Five-Year Capital Improvement Plan

There was no one who wished to speak under the Public Hearing Item. Mr. Mattis stated the Council had a worksession over the Five-Year Capital Improvement Plan and copies of the plan are available online or at the Library. Mr. Mattis stated that there will be a Resolution to take formal action approving the Five-Year Capital Improvement Plan at the next meeting.

2. Public Hearing On An Ordinance Annexing Adjacent And Contiguous Territory To The City Of Elgin, Texas To Wit: 34.74 Acres Of Land, More Or Less, Out Of The Henry Martin Survey, No. 65, Abstract No. 518, In Travis County, Texas (Travis Co. Appraisal District #467330), 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 that this is a routine voluntary annexation that will be Eagles Landing Phase 5. There was no one who wished to speak under the Public Hearing Item.

PUBLIC COMMENT

Taylor Christian, 317 McClendon Drive, stated that there were some questions about if this was the same Ordinance as San Marcos and Austin and she stated that it was. Ms. Christian stated that there was another comment about 4 ounces and that it is not an arbitrary amount. She stated that it was a misdemeanor and is below a felony. Ms. Christian stated public consumption and driving under the influence are separate laws, this is just addressing possession. Ms. Christian stated that a 14-, 15-, or 16-year-old should not have a criminal record, and making an arrest is not the best option.

Stefanie Franciotti, 210 MLK Drive, thanked the Council for their victories. Ms. Franciotti stated there is a racial bias in the enforcement of marijuana laws and provided some statistics. Ms. Franciotti stated that an arrest can have a profound influence on a young person's life and health. Ms. Franciotti stated that putting teens in jail for smoking pot and expecting prisons to parent them is an expensive and an ineffective solution.

Tiffany Finley, 136 Spence Ln, stated that she is excited its Parks & Recreation month and thanked the Council for being supportive of the parks as we grow.

PRESENTATION

1. A PROCLAMATION DECLARING JULY AS NATIONAL PARKS AND RECREATION MONTH IN THE CITY OF ELGIN

Mayor McShan read the Proclamation and presented it to Tiffany Finley, Parks & Recreation Advisory Board Vice-Chair, and Elizabeth Marzec, Recreation Center Manager.

CITY MANAGERS REPORT

1. General Activity Report And/Or Project Update

Mr. Mattis stated that the County Line Road project will have a groundbreaking ceremony soon. He stated that there were three bid proposals submitted for the Elgin Police Department and the Committee will review them this week. Mr. Mattis asked the Council to be ready to act on the 5 Year Capital Improvement Plan at the next meeting. He stated that there will be a worksession this month regarding Boards and Commissions and to please let the City Secretary know a date for Ward meetings.

CONSENT AGENDA

1. City Council Regular Meeting Minutes - June 21, 2022

The minutes passed on the consent agenda.

2. City Council Worksession Meeting Minutes - June 22, 2022

The minutes passed on the consent agenda.

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TEMPORARY CLOSURE OF STATE RIGHT OF WAY

The resolution passed on the consent agenda.

Mr. Dennis made a motion to approve the consent agenda as presented. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion carried.

NEW BUSINESS

1. AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

Mr. Mattis provided comments about the petition that was submitted to the City Secretary and stated that this was discussed at previous meetings. He stated that the petitioners' committee would like the petition to move forward as presented. Mr. Mattis stated the City Attorney has reviewed the Ordinance and there were provisions that were not in the Austin version of this Ordinance. Mr. Mattis stated that the general conclusion of this Ordinance is that it is a legal filing and is up for the Council to decide to adopt the Ordinance or leave it up to the voters in November. Discussion followed. Mr. Callahan stated that he would vote no on this. Mayor Pro Tem Brashar stated that four ounces is not a usable amount as presented and would be happy to work with anybody. Mr. Rodriguez stated he is in the business of kids and has formal education in substance abuse studies.

He stated that as a person of color, he is aware of the barriers that people of color face in society. Mr. Rodriguez stated that this issue is a larger societal issue and would love to see a dialog to address concerns that will protect the children and protect those who have a need to use marijuana. Ms. Casnovsky stated that there should be some dialog with the petitioner's committee in hopes of coming to a compromise. Mr. Dennis stated that he has a hard time accepting that this is a low-level drug, and his family has been impacted by marijuana use. He stated he cannot support this and if the petitioners are not willing to negotiate in any way, go ahead and vote tonight, and let the people decide in November. Mayor McShan stated that this affects everyone differently and we are missing the whole boat. She stated the issue is why people are smoking and we must get to the root of why. Discussion followed. Mr. Dennis made a motion to move this Ordinance before the voters in the November election. Mayor Pro Tem Brashar seconded the motion. The vote was: Mr. Dennis- yes, Mayor Pro Tem Brashar- yes, Mayor McShan- yes, Ms. Casnovsky- yes, Mr. Gibson III - yes, Mr. Swain- yes, Mr. Maldonado- yes, Mr. Callahan- yes, Mr. Rodriguez-no. The motion carried. Mr. Mattis stated that the ballot does not become official until the Council orders the Election, leaving an opportunity for a compromise with the petitioners' committee.

2. AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ELGIN, TEXAS, TO WIT: 34.74 ACRES OF LAND, MORE OR LESS, OUT OF THE HENRY MARTIN SURVEY NO. 65, ABSTRACT NO. 518 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 that this is for Eagles Landing Expansion, Phase 5, and provided comments. He stated that this item was recommended for approval by the Planning & Zoning Commission. Mayor Pro Tem Brashar made a motion to approve the Ordinance as presented. Mr. Swain seconded the motion. All voted in favor. The motion carried.

3. 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 provided comments and answered questions of the Council. Mayor Pro Tem Brashar made a motion to approve the Ordinance as presented. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

4. A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND STUDIO 1619 FOR PROFESSIONAL SERVICES FOR VETERANS MEMORIAL PARK EXPANSION

Mr. Mattis stated that this is a project funded through the Certificates of Obligations which was approved and issued last year. Ms. Miller provided comments and a brief presentation on the project. Mr. Mattis provided three different options for design services and answered questions of

the Council. Discussion followed. Mr. Gibson III made a motion to approve the resolution as presented, not to exceed the $159,000 using option 2. Mr. Rodriguez 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 not be retiring into Executive Session.

ANNOUNCEMENTS

Ms. Miller invited those in attendance to Friday Nights in the Park and the Founder's Day event on August 20th. Mayor McShan and Mr. Mattis asked for the Council to give feedback to Ms. Stubbs about a date for a worksession to discuss Boards & Commissions. Mr. Dennis encouraged the Council to rank their projects for the 5 Year Capital Improvement Plan. Mayor Pro Tem Brashar invited those in attendance to the Watermelon Festival in McDade this Saturday.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:50 p.m.

_____

Theresa Y. McShan, Mayor

ATTEST:

_____

Jennifer Stubbs, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Request To Waive the Open Container Ordinance for October 20th, 21st, and 22nd for the 35th Annual Hogeye Festival

DEPARTMENT: Community Services

PROPOSED ACTION: Consider waiver of the open container ordinance for Annual Hogeye Festival held on Thursday, October 20th for the Hogeye Stroll from 5pm to 9pm. Streets considered are on the 400th block of Main Street to Brenham Street, 2nd Street, First Street, Depot Street, Central Avenue and Austin Street from Avenue B to Main Street. On Friday, October 21st, from 4pm to midnight, streets considered are on Depot Street and Central Avenue from Main Street to Avenue B for the Gordon Swenson Memorial BBQ Pork Cook-off and the Free Street Dance. On Saturday, October 22nd from 8am to 7pm the waiver is being requested for the festival grounds, Loop 109 Main Street from the 400th block of North Main Street to the 200th block of South Main Street, Austin Street, 1st Street, 2nd Street,the Union Pacific Railroad tracks to Avenue A and on Central Avenue, Depot Street from Main Street to Avenue A.

BACKGROUND

The Hogeye Festival directly contributes to the development, promotion and revitalization of the downtown business district. The award-winning Elgin Main Street program and the Hogeye Festival committee have organized: The Hogeye Stroll Thursday night includes the Hogalicious Dessert Contest and the Pearls Before Swine Art Show which drives traffic to local businesses. The Free Friday Night Street Dance Features Kenny Ortz and No Chance Band, and Saturday includes all of the festival activities – handmade arts and crafts, live music and entertainment, BBQ Pork cook-off, car show, carnival, Cow Patty Bingo, children's activities, Corn Hole Tournament and more! The event includes great volunteer support working in conjunction with City staff to produce a weekend of entertainment and celebration in downtown Elgin that is free for the whole community.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve request.

ATTACHMENTS:

Hogeye Festival grounds map and Ordinance

{ } 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.

ORDINANCE NO. 2012-01-20-01

AN ORDINANCE AMENDING CHAPTER 1 SECTION 10 ALCOHOLIC BEVERAGES C. CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY, SECTION 12 UNLAWFUL TO DAMAGE OR DESTROY PUBLIC PROPERTY A. DESTROYING TREES AND PLANTS AND F. PROTECTION OF ANIMAL LIFE AND SECTION 14 PARK REGULATIONS CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

Chapter 1, Section 10, Alcoholic Beverages, C Consumption and Possession of Alcoholic Beverages on City Property 5 d Conditions for Issuance of Permit for alcoholic beverages in City Parks Code of Ordinances, City of Elgin is hereby amended to read as follows:

C. ALCOHOLIC BEVERAGES

(5) Conditions for Issuance of Permit for Alcoholic Beverages in City Parks

(d) The applicant must provide proof of liability insurance with coverage up to five hundred thousand and no/100 dollars ($500,000.00). This insurance policy must be received and accepted by the city before the issuance of any permit.

Chapter 1, Section 10, Alcoholic Beverages, C Consumption and possession of alcoholic beverages on city property (6) Locations where possession or consumption of alcoholic beverages prohibited, Code of Ordinances, City of Elgin is hereby deleted

ALCOHOLIC BEVERAGES C Consumption and possession of alcoholic beverages on city property (7) Unlawful to Sell, Offer for Sale, Possess, or Consume Any Alcoholic Beverage Within City Park Without Permit; Limited to Beer shall be amended to read as follows:
(7) Unlawful to Sell, Offer for Sale, Possess, or Consume Any Alcoholic Beverage Within City Park Without Permit; Limited to Beer and Wine

It shall be unlawful for any person, firm, corporation, or organization to sell, offer for sale, possess, or consume any alcoholic beverage in or on the premises of any city park without first having been issued a permit by the city manager. Such permit shall allow the sale, possession, and/or consumption of beer and wine (but no other alcoholic beverage) at the discretion of the city council, and shall state whether the sale, consumption, and/or possession of beer and wine is allowed, or whether only the consumption and/or possession of beer and wine is allowed, within said park premises and shall be subject to all other provisions of said permit.

II.

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

Chapter 1, Section 12, Unlawful to Damage or Destroy Public Property, A Destroying trees

and Plants and Chapter 1 section 12 F Protection of Animal Life Code of Ordinances, City of Elgin are hereby amended to read as follows:

SECTION 12: UNLAWFUL TO DAMAGE OR DESTROY PUBLIC PROPERTY

A. DESTROYING TREES AND PLANTS
It shall be unlawful for any person to injure or destroy any shade or ornamental tree, or other plant growing or planted along any street, sidewalk, or alley, public park, or within any public grounds or property of the City of Elgin, Texas.

F. PROTECTION OF ANIMAL LIFE
It is unlawful to interfere with, injure, capture, or kill any squirrel, bird, fowl, or other animal life within any public park, driveway, highway, or other public property of the City of Elgin, Texas, except by permission of the City Manager or his designee. Exception: At the Morris Memorial Park pond pole fishing only is allowed.

III.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ELGIN, TEXAS, THAT:
Chapter 1, Section 14, Park Regulations, A Railroad Reservation Park and A 2 Use of Park Code of Ordinances, City of Elgin are hereby deleted:
SECTION 14 PARK REGULATIONS
CHAPTER 1 SECTION 14 A Railroad Reservation Park and A 2 Use of Park is hereby deleted

Chapter 1, SECTION 14 PARK REGULATIONS is hereby amended to read as follows: adding Section A. Park Rules and Regulations 1 through 10

(1) Authorized Representative
The City of Elgin, authorized representative has the ability to reserve the park facilities listed within according to the policies outlined in this ordinance. The authorized representative will act as the authority on all parks rules and regulations unless otherwise stated.
(2) Responsible Party
The person or organization reserving a park facility shall be responsible for the enforcement of all City of Elgin, Texas policies/procedures and ordinances during the period of reservation. The person is also responsible for the conduct and behavior of the group using the facilities.
(3) Hazardous Conditions
In the event of hazardous conditions endangering life or property, any City of Elgin park or facility may be closed at the discretion of the City Manager or their designee.
(4) No Solicitation
Soliciting or distributing advertising materials, except as expressly authorized by the authorized representative of the City of Elgin is prohibited.
(5) No Firearms
Use of explosives, fireworks, guns, rifles, airguns, bows, slingshots or any

similar items is prohibited.

(6) No Unauthorized Horseback Riding

Horseback riding on park facilities is prohibited, except as expressly authorized by the authorized representative of the City of Elgin.

(7) Illegal Substances

The consumption or possession illegal substances is prohibited.

(8) Vegetation in the Parks

Removal or tampering of/with any vegetation in the parks is prohibited unless it is done in conjunction with volunteer or contracted work sponsored or approved by the City of Elgin.

(9) Destruction of Parks Property

Negligent or deliberate destruction or removal of natural or physical property is prohibited.

(10) Sale of Goods

The soliciting, posting of signs, distribution, sale, servicing or rental of any supplies, food or equipment is prohibited, except by those persons authorized by an authorized representative of the City of Elgin.

Chapter 1, Section 14, Park Regulations, F Parks and Recreation Department User fees Code of Ordinances, City of Elgin is hereby deleted and replaced with the following to read as follows:

F. PARKS AND RECREATION DEPARTMENT USER FEES

(1) Reservation Process

(a) The City of Elgin and its authorized representative reserve the right to reserve specific dates and times for community events and/or events sponsored by the City. The City has the right to refuse exclusive use of its facilities. Reservations are on a first come first served basis and are accepted in person at City Hall on 310 N Main St. or via the mail. Reservations are not final until payment has been received and processed. Receipt of reservation is used as proof of reservation on the day of your event. There will be a service charge on returned checks. The reservation contact is responsible for all fees where applicable.

(b) Facility reservations are non-refundable. A change of date for a cancelled reservation will be allowed for one occurrence as long as the reschedule date is available. Outdoor activities are subject to inclement weather, refunds will not be issued due to poor weather conditions. Reservations must be canceled 24 hours in advance of event or $30 cancellation fee will be applied.

(2) Facility/Equipment Reservations

Individuals, clubs, groups or firms may reserve parks and recreational facilities on a first come first served basis for special functions where available, at the following exclusive use fees: (facilities are open use unless otherwise reserved)

Park Facility	Amenities	Reservation Fees	
	Grills Tables Electricity Water	G T E W	One Time Use	Multi-Use Sport Fields $1/hour, 20 hour minimum
Elgin Memorial Park	G, T, E, W	$ 800.00	N/A
Softball Field	T, E	$ 20.00	$1.00/hour, 20 hour min.
Hwy 95 Ball Field	T, E, W	$ 20.00	$1.00/hour, 20 hour min.
Sand Volleyball Courts	T, E, W	$ 20.00	$1.00/hour, 20 hour min.
Tennis Courts		$ 20.00	$1.00/hour, 20 hour min.
Pavilion 1	G, E, W	$ 35.00	N/A
Pavilion 2	G, T, E, W	$ 75.00	N/A
Concession 1	E, W	$ 25.00	N/A
Park and Ride		$ 275.00	N/A
Thomas Memorial Park	G, T, E, W	$ 550.00	N/A
Softball Field	T, E	$ 20.00	$1.00/hour, 20 hour min.
Basketball Courts	W	$ 20.00	$1.00/hour, 20 hour min.
Concession	E, W	$ 25.00	N/A
Pavilion 1	E, W	$ 35.00	N/A
Pavilion 2	G, T, E, W	$ 75.00	N/A
Morris Memorial Park	G, T, E, W	$ 400.00	N/A
Basketball Courts	W	$ 20.00	$1.00/hour, 20 hour min.
Veterans' Memorial Park	G, T, E, W	$ 275.00	N/A
Gazebo	T, E	$ 75.00	N/A
Shenandoah Soccer Park	T, W	$ 275.00	N/A

and Greenbelt			
Goins Picnic Area	T	$ 125.00	N/A
Open Areas		$ 20.00	N/A
Elgin Municipal Pool			* see Section G.
Elgin Community Center			* see Section K.

*Reservation fees of Entire Park facilities are subject to the special event ordinance.

* Reservation fee of Elgin Memorial Park will include the Park and Ride Facility and Softball Field. Park and Ride and Softball Field can be reserved exclusive of Elgin Memorial Park.

*Reservation days and times are subject to availability.

(3) Parks and Community Development Department shall establish a schedule of fees for the daily reservation of related equipment.

(4) City authorized representative may determine the number of staff necessary for a park reservation.

(5) Individuals listed as the contact or person responsible for the reservation of facilities is required to ensure the area reserved is cleaned up after use. Any damages or excessive trash will result in damage fees of a minimum of $500 depending on the specific damage assessed by city staff.

(6) Street Closures

1-5 Blocks	$55.00
6-12 Blocks	$110.00
13-18 Blocks	$165.00
More than 18 blocks	$220.00

(7) Special Event Permit and Deposit

(a)	Refundable Deposit for Special Event	$250.00
(b)	Special Event Permit	$25.00

(8) Vendor Fees

City Departments may establish vendor fees for events or programs from $5 to $300.

(9) Participation or Admission Fees

City departments may establish individual/group participation or admission fees for events or programs from $1 to $300.

(10) Hourly Rates

(a)	Police Officers	$35.00 per hour
(b)	City Staff	$26.00 per hour

Chapter 1 Section 14 Park Regulations Section G Elgin Municipal Pool Admission Fees to be amended as follows: Deleting G (1) (d) Swimming lessons G (1) e Water Aerobics and f Pool reservation by private party and replacing it as follows:

Chapter 1 Section 14 Park Regulations Section G Elgin Municipal Pool Admission Fees adding G (1) d Participation or Admission Fees

(d) Participation or Admission Fees City departments may establish individual/group participation or admission fees for events or programs from $1 to $300.

(e) Pool and Pool area may not exceed state code bather load capacity.

Pool Area Reservation 50 people or less: $75/2 hours

Pool Area Reservation 51 - 100 people: $175/2 hours

Pool Area Reservation 101 to capacity : $275/2 hours

Concession Building with Pool Reservation Use: $20/reservation

*Refundable deposit of $100.00 is required with reservation

*Pool reservations may require additional staff and subsequent fees as determined by an authorized city representative.

Chapter 1 Section 14 Park Regulations I PARK EVENT POLICY deleting (1) DEFINITIONS Large Event and amending Special Event definitions, Park Event Policy amending (2) Designated Special events Venues and (3) Fee Calculation to read as follows:

(1) DEFINITIONS Deleting Large Event means an event with an anticipated or actual attendance of more than One hundred (100) people.

Amending SPECIAL EVENT means an event with an expected and/or actual attendance of two hundred and fifty (250) or more persons and or that will reasonably require planning to handle matters concerning traffic/parking, security, emergency medical services, litter/waste and toilet facilities.

Amending I Park Event Policy (2) Designated Special Events Venues to read as follows: Special events shall only be held in special events venues. The following parks and their amenities are designated special events venues

Veterans' Memorial Park
Elgin Memorial park
Elgin Park and Ride
Thomas Memorial Park
Morris Memorial Park
Shenandoah Soccer Park and Greenbelt

Amending I Park Event Policy (3) Fee calculation to read as follows:

A clean up and damage deposit will be required for each event. Direct and indirect expenses not recoverable by the deposit will be charged back to the event sponsor, payable in full within fourteen (14) calendar days. Refundable Deposit and Permit fees are not subject to reduction

Percentages of fees to be paid by event organizers for special events only shall be as follows:

Community Event	20%
Non-Profit Organization	25%
Others	100%

Chapter 1, Section 14, PARK REGULATIONS, ADDING J. Park Exclusive Use Regulations for Organized Youth Sports to read as follows:

J. **PARK EXCLUSIVE USE REGULATIONS FOR ORGANIZED YOUTH SPORTS**

1. Definitions:

Youth means: A person or persons who is/are twenty-one years or younger.
Organized Sport means: Participation in practice or competition of an activity that is associated with an organization that requests payment for the participation in their activities.

2. Policy:

In order for youth sport organizations to reserve, for exclusive use, City of Elgin park facilities for organized sport, the designated organization must comply with these regulations. Additional requests and agreements may be made by the city manager and his/her designee with approval of city council.

3. Reservations:

Reservations must follow all of the parks policies and procedures. Facilities must be reserved through an organization and a contact must be designated for the organization to the city. On-site contacts' information will be submitted to the city if the organizations main contact will not be present during use of the facility.

4. Affiliation:

Organization must be affiliated with a regional, state or national governing body (examples

of this include but are not limited to: Little League, Texas Amateur Athletics Federation, Capital Area Youth Soccer Association, Amateur Athletic Union, American Softball Association, USA Volleyball, United States Tennis Association, USA Basketball, and USA Soccer).

5. Reporting:

The organization must provide the city with a report of the following:

-registration information including total number of teams and players

-a copy of the organization's insurance policy naming the City as additional insured

-a copy of the organization's rules, regulations, policies and procedures

Chapter 1, Section 14, PARK REGULATIONS, ADDING K. Building Use Policy and Exclusive Use Fees for Elgin Community Center.

IV.

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

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

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

Effective Date: This Ordinance shall be effective as of January 10, 2012.

READ and APPROVED this the 10th day of January 2012.

Marc Holm

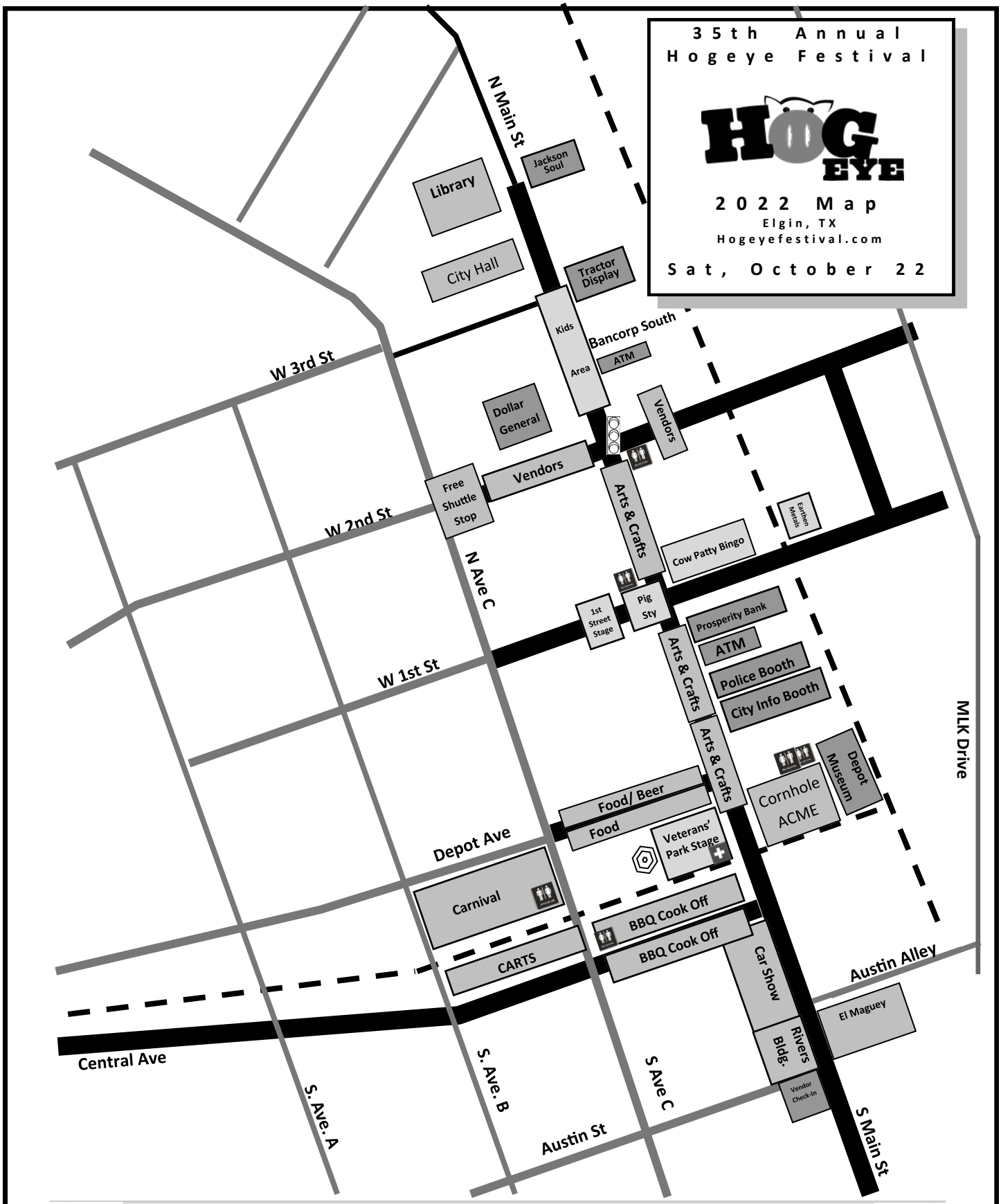
Marc Holm, Mayor
City of Elgin, Texas

ATTEST:

Shirley Garvel

SHIRLEY GARVEL, City Secretary

SHIRLEY GARVEL
City Secretary



Celebrating 32 years as a Texas Main Street City

35th Anniversary of the Hogeye Festival

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: CONSIDERATION OF A REQUEST BY SACRED HEART CATHOLIC CHURCH AS PART OF THEIR ANNUAL FIESTA ON SEPTEMBER 4, 2022, TO (1) WAIVE THE OPEN CONTAINER ORDINANCE FOR SEPTEMBER 4 FROM 3:00 PM to 10:30 PM AND (2) ALLOW LIVE MUSIC TO CONTINUE AT ELGIN MEMORIAL PARK UNTIL 10:00PM ON SUNDAY SEPTEMBER 4.

DEPARTMENT: Community Services

PROPOSED ACTION: Consideration of a request by Sacred Heart Catholic Church to grant certain waivers in support of their Annual Fiesta on September 4, 2022.

BACKGROUND: The Sacred Heart Catholic Church Annual Fiesta is an annual community event traditionally held at Elgin Memorial Park. The organizers have typically requested the stated waivers in support of the fiesta

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Consideration of a request by Sacred Heart Catholic Church to grant certain waivers in support of their Annual Fiesta on September 4, 2022; and direction to staff, if any, regarding same.

ATTACHMENTS:

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

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

ORDINANCE NO. 2012-01-20-01

AN ORDINANCE AMENDING CHAPTER 1 SECTION 10 ALCOHOLIC BEVERAGES C. CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY, SECTION 12 UNLAWFUL TO DAMAGE OR DESTROY PUBLIC PROPERTY A. DESTROYING TREES AND PLANTS AND F. PROTECTION OF ANIMAL LIFE AND SECTION 14 PARK REGULATIONS CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

Chapter 1, Section 10, Alcoholic Beverages, C Consumption and Possession of Alcoholic Beverages on City Property 5 d Conditions for Issuance of Permit for alcoholic beverages in City Parks Code of Ordinances, City of Elgin is hereby amended to read as follows:

C. ALCOHOLIC BEVERAGES

(5) Conditions for Issuance of Permit for Alcoholic Beverages in City Parks

(d) The applicant must provide proof of liability insurance with coverage up to five hundred thousand and no/100 dollars ($500,000.00). This insurance policy must be received and accepted by the city before the issuance of any permit.

Chapter 1, Section 10, Alcoholic Beverages, C Consumption and possession of alcoholic beverages on city property (6) Locations where possession or consumption of alcoholic beverages prohibited, Code of Ordinances, City of Elgin is hereby deleted

ALCOHOLIC BEVERAGES C Consumption and possession of alcoholic beverages on city property (7) Unlawful to Sell, Offer for Sale, Possess, or Consume Any Alcoholic Beverage Within City Park Without Permit; Limited to Beer shall be amended to read as follows:
(7) Unlawful to Sell, Offer for Sale, Possess, or Consume Any Alcoholic Beverage Within City Park Without Permit; Limited to Beer and Wine

It shall be unlawful for any person, firm, corporation, or organization to sell, offer for sale, possess, or consume any alcoholic beverage in or on the premises of any city park without first having been issued a permit by the city manager. Such permit shall allow the sale, possession, and/or consumption of beer and wine (but no other alcoholic beverage) at the discretion of the city council, and shall state whether the sale, consumption, and/or possession of beer and wine is allowed, or whether only the consumption and/or possession of beer and wine is allowed, within said park premises and shall be subject to all other provisions of said permit.

II.

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

Chapter 1, Section 12, Unlawful to Damage or Destroy Public Property, A Destroying trees

and Plants and Chapter 1 section 12 F Protection of Animal Life Code of Ordinances, City of Elgin are hereby amended to read as follows:

SECTION 12: UNLAWFUL TO DAMAGE OR DESTROY PUBLIC PROPERTY

A. DESTROYING TREES AND PLANTS
It shall be unlawful for any person to injure or destroy any shade or ornamental tree, or other plant growing or planted along any street, sidewalk, or alley, public park, or within any public grounds or property of the City of Elgin, Texas.

F. PROTECTION OF ANIMAL LIFE
It is unlawful to interfere with, injure, capture, or kill any squirrel, bird, fowl, or other animal life within any public park, driveway, highway, or other public property of the City of Elgin, Texas, except by permission of the City Manager or his designee. Exception: At the Morris Memorial Park pond pole fishing only is allowed.

III.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ELGIN, TEXAS, THAT:
Chapter 1, Section 14, Park Regulations, A Railroad Reservation Park and A 2 Use of Park Code of Ordinances, City of Elgin are hereby deleted:
SECTION 14 PARK REGULATIONS
CHAPTER 1 SECTION 14 A Railroad Reservation Park and A 2 Use of Park is hereby deleted

Chapter 1, SECTION 14 PARK REGULATIONS is hereby amended to read as follows: adding Section A. Park Rules and Regulations 1 through 10

(1) Authorized Representative
The City of Elgin, authorized representative has the ability to reserve the park facilities listed within according to the policies outlined in this ordinance. The authorized representative will act as the authority on all parks rules and regulations unless otherwise stated.
(2) Responsible Party
The person or organization reserving a park facility shall be responsible for the enforcement of all City of Elgin, Texas policies/procedures and ordinances during the period of reservation. The person is also responsible for the conduct and behavior of the group using the facilities.
(3) Hazardous Conditions
In the event of hazardous conditions endangering life or property, any City of Elgin park or facility may be closed at the discretion of the City Manager or their designee.
(4) No Solicitation
Soliciting or distributing advertising materials, except as expressly authorized by the authorized representative of the City of Elgin is prohibited.
(5) No Firearms
Use of explosives, fireworks, guns, rifles, airguns, bows, slingshots or any

similar items is prohibited.

(6) No Unauthorized Horseback Riding

Horseback riding on park facilities is prohibited, except as expressly authorized by the authorized representative of the City of Elgin.

(7) Illegal Substances

The consumption or possession illegal substances is prohibited.

(8) Vegetation in the Parks

Removal or tampering of/with any vegetation in the parks is prohibited unless it is done in conjunction with volunteer or contracted work sponsored or approved by the City of Elgin.

(9) Destruction of Parks Property

Negligent or deliberate destruction or removal of natural or physical property is prohibited.

(10) Sale of Goods

The soliciting, posting of signs, distribution, sale, servicing or rental of any supplies, food or equipment is prohibited, except by those persons authorized by an authorized representative of the City of Elgin.

Chapter 1, Section 14, Park Regulations, F Parks and Recreation Department User fees Code of Ordinances, City of Elgin is hereby deleted and replaced with the following to read as follows:

F. PARKS AND RECREATION DEPARTMENT USER FEES

(1) Reservation Process

(a) The City of Elgin and its authorized representative reserve the right to reserve specific dates and times for community events and/or events sponsored by the City. The City has the right to refuse exclusive use of its facilities. Reservations are on a first come first served basis and are accepted in person at City Hall on 310 N Main St. or via the mail. Reservations are not final until payment has been received and processed. Receipt of reservation is used as proof of reservation on the day of your event. There will be a service charge on returned checks. The reservation contact is responsible for all fees where applicable.

(b) Facility reservations are non-refundable. A change of date for a cancelled reservation will be allowed for one occurrence as long as the reschedule date is available. Outdoor activities are subject to inclement weather, refunds will not be issued due to poor weather conditions. Reservations must be canceled 24 hours in advance of event or $30 cancellation fee will be applied.

(2) Facility/Equipment Reservations

Individuals, clubs, groups or firms may reserve parks and recreational facilities on a first come first served basis for special functions where available, at the following exclusive use fees: (facilities are open use unless otherwise reserved)

Park Facility	Amenities	Reservation Fees	
	Grills Tables Electricity Water	G T E W	One Time Use	Multi-Use Sport Fields $1/hour, 20 hour minimum
Elgin Memorial Park	G, T, E, W	$ 800.00	N/A
Softball Field	T, E	$ 20.00	$1.00/hour, 20 hour min.
Hwy 95 Ball Field	T, E, W	$ 20.00	$1.00/hour, 20 hour min.
Sand Volleyball Courts	T, E, W	$ 20.00	$1.00/hour, 20 hour min.
Tennis Courts		$ 20.00	$1.00/hour, 20 hour min.
Pavilion 1	G, E, W	$ 35.00	N/A
Pavilion 2	G, T, E, W	$ 75.00	N/A
Concession 1	E, W	$ 25.00	N/A
Park and Ride		$ 275.00	N/A
Thomas Memorial Park	G, T, E, W	$ 550.00	N/A
Softball Field	T, E	$ 20.00	$1.00/hour, 20 hour min.
Basketball Courts	W	$ 20.00	$1.00/hour, 20 hour min.
Concession	E, W	$ 25.00	N/A
Pavilion 1	E, W	$ 35.00	N/A
Pavilion 2	G, T, E, W	$ 75.00	N/A
Morris Memorial Park	G, T, E, W	$ 400.00	N/A
Basketball Courts	W	$ 20.00	$1.00/hour, 20 hour min.
Veterans' Memorial Park	G, T, E, W	$ 275.00	N/A
Gazebo	T, E	$ 75.00	N/A
Shenandoah Soccer Park	T, W	$ 275.00	N/A

and Greenbelt			
Goins Picnic Area	T	$ 125.00	N/A
Open Areas		$ 20.00	N/A
Elgin Municipal Pool			* see Section G.
Elgin Community Center			* see Section K.

*Reservation fees of Entire Park facilities are subject to the special event ordinance.

* Reservation fee of Elgin Memorial Park will include the Park and Ride Facility and Softball Field. Park and Ride and Softball Field can be reserved exclusive of Elgin Memorial Park.

*Reservation days and times are subject to availability.

(3) Parks and Community Development Department shall establish a schedule of fees for the daily reservation of related equipment.

(4) City authorized representative may determine the number of staff necessary for a park reservation.

(5) Individuals listed as the contact or person responsible for the reservation of facilities is required to ensure the area reserved is cleaned up after use. Any damages or excessive trash will result in damage fees of a minimum of $500 depending on the specific damage assessed by city staff.

(6) Street Closures

1-5 Blocks	$55.00
6-12 Blocks	$110.00
13-18 Blocks	$165.00
More than 18 blocks	$220.00

(7) Special Event Permit and Deposit

(a)	Refundable Deposit for Special Event	$250.00
(b)	Special Event Permit	$25.00

(8) Vendor Fees

City Departments may establish vendor fees for events or programs from $5 to $300.

(9) Participation or Admission Fees

City departments may establish individual/group participation or admission fees for events or programs from $1 to $300.

(10) Hourly Rates

(a)	Police Officers	$35.00 per hour
(b)	City Staff	$26.00 per hour

Chapter 1 Section 14 Park Regulations Section G Elgin Municipal Pool Admission Fees to be amended as follows: Deleting G (1) (d) Swimming lessons G (1) e Water Aerobics and f Pool reservation by private party and replacing it as follows:

Chapter 1 Section 14 Park Regulations Section G Elgin Municipal Pool Admission Fees adding G (1) d Participation or Admission Fees

(d) Participation or Admission Fees City departments may establish individual/group participation or admission fees for events or programs from $1 to $300.

(e) Pool and Pool area may not exceed state code bather load capacity.

Pool Area Reservation 50 people or less: $75/2 hours

Pool Area Reservation 51 - 100 people: $175/2 hours

Pool Area Reservation 101 to capacity : $275/2 hours

Concession Building with Pool Reservation Use: $20/reservation

*Refundable deposit of $100.00 is required with reservation

*Pool reservations may require additional staff and subsequent fees as determined by an authorized city representative.

Chapter 1 Section 14 Park Regulations I PARK EVENT POLICY deleting (1) DEFINITIONS Large Event and amending Special Event definitions, Park Event Policy amending (2) Designated Special events Venues and (3) Fee Calculation to read as follows:

(1) DEFINITIONS Deleting Large Event means an event with an anticipated or actual attendance of more than One hundred (100) people.

Amending SPECIAL EVENT means an event with an expected and/or actual attendance of two hundred and fifty (250) or more persons and or that will reasonably require planning to handle matters concerning traffic/parking, security, emergency medical services, litter/waste and toilet facilities.

Amending I Park Event Policy (2) Designated Special Events Venues to read as follows: Special events shall only be held in special events venues. The following parks and their amenities are designated special events venues

Veterans' Memorial Park
Elgin Memorial park
Elgin Park and Ride
Thomas Memorial Park
Morris Memorial Park
Shenandoah Soccer Park and Greenbelt

Amending I Park Event Policy (3) Fee calculation to read as follows:

A clean up and damage deposit will be required for each event. Direct and indirect expenses not recoverable by the deposit will be charged back to the event sponsor, payable in full within fourteen (14) calendar days. Refundable Deposit and Permit fees are not subject to reduction

Percentages of fees to be paid by event organizers for special events only shall be as follows:

Community Event	20%
Non-Profit Organization	25%
Others	100%

Chapter 1, Section 14, PARK REGULATIONS, ADDING J. Park Exclusive Use Regulations for Organized Youth Sports to read as follows:

J. **PARK EXCLUSIVE USE REGULATIONS FOR ORGANIZED YOUTH SPORTS**

1. Definitions:

Youth means: A person or persons who is/are twenty-one years or younger.
Organized Sport means: Participation in practice or competition of an activity that is associated with an organization that requests payment for the participation in their activities.

2. Policy:

In order for youth sport organizations to reserve, for exclusive use, City of Elgin park facilities for organized sport, the designated organization must comply with these regulations. Additional requests and agreements may be made by the city manager and his/her designee with approval of city council.

3. Reservations:

Reservations must follow all of the parks policies and procedures. Facilities must be reserved through an organization and a contact must be designated for the organization to the city. On-site contacts' information will be submitted to the city if the organizations main contact will not be present during use of the facility.

4. Affiliation:

Organization must be affiliated with a regional, state or national governing body (examples

of this include but are not limited to: Little League, Texas Amateur Athletics Federation, Capital Area Youth Soccer Association, Amateur Athletic Union, American Softball Association, USA Volleyball, United States Tennis Association, USA Basketball, and USA Soccer).

5. Reporting:

The organization must provide the city with a report of the following:

-registration information including total number of teams and players

-a copy of the organization's insurance policy naming the City as additional insured

-a copy of the organization's rules, regulations, policies and procedures

Chapter 1, Section 14, PARK REGULATIONS, ADDING K. Building Use Policy and Exclusive Use Fees for Elgin Community Center.

IV.

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

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

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

Effective Date: This Ordinance shall be effective as of January 10, 2012.

READ and APPROVED this the 10th day of January 2012.

Marc Holm

Marc Holm, Mayor
City of Elgin, Texas

ATTEST:

Shirley Garvel

SHIRLEY GARVEL, City Secretary

SHIRLEY GARVEL
City Secretary

ORDINANCE NO. 2016-11-1-28

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE III. NOISE, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, , BY AMENDING CHAPTER 16, SECTION 16-54 AND BY ADDING NEW SECTIONS 16-82, 16-821, 16-83, 16-84, 16-841, AND 16-85 REGARDING NOISE; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

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

I.

That Chapter 16, Sections 16-54, 16-82, 16-83, 16-84, and 16-85, Revised Code of Ordinances, City of Elgin, Texas, 2013, are hereby deleted in their entirety and replaced with the following:

Sec. 16-54. - Definitions.

For the purpose of this section the following terms have the definitions herein ascribed to them:

Authorized event - An event is deemed to be authorized if the event received an official permit for the event through the City of Elgin, an authorized sporting event at the City of Elgin Parks & Recreation, and events approved by the Elgin Independent School District at their campuses within the City of Elgin.

Chief of Police – The City of Elgin Chief of Police or his designated representative.

City Official with Enforcement Authority – The City of Elgin Chief of Police, his designated representative, or any Code Enforcement Official for the City of Elgin.

Commercial District – Nonresidential property means any real property within the limits of the city which is not zoned as R-1, R-2, R-3 or A.

Construction – Any site preparation, assembly, erection, repair, alteration or similar action, or demolition of buildings or structures.

Decibel (dB) – the unit of measurement for sound level at a specific location.

Domestic Power Tool – any mechanically, electrically, or gasoline motor-driven tool, including, but not limited to,

(1) Chainsaws:

(2) Lawn Equipment;

(3) Drills; and

(4) Power sprayers.

Emergency Work – any work or action necessary to deliver essential services including repairing water, gas, electric, telephone, sewer facilities, or public transportation facilities, removing fallen trees from rights-of-way, or abating life threatening situations.

Impulsive Sound – any sound having a duration of less than one second with an abrupt onset and rapid decay.

Measurement with Sound Level Meter or Decibel Meter – measurement of the level of sound made by any source for the purpose of determining whether or not the sound falls within permissible levels according to this ordinance. All measurements will conform to the following:

(1) Measurement must be taken so as to provide a proper representation of the sound being measured;

(2) The microphone of the meter should be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A windscreen for the microphone should be used whenever possible.

(3) Except as otherwise provided, measurements will be taken at or near the nearest property line of the property where the sound is being received.

Measuring Instrument – an instrument such as a sound level meter or decibel meter, integrating sound meter, or dosimeter used to measure sound pressure levels conforming to Type 1 or Type 2 standards as specified in the latest version of ANSI standard S1.4-1983.

Motor Vehicle – any vehicle that is propelled or drawn on land by an engine or motor.

Muffler – a sound dissipative device or system for attenuating the sound of escaping gases of an internal combustion engine.

Noise – any sound of a level and duration that is or can be harmful to human health, or would unreasonably interfere with the enjoyment of life or property in the City.

Noise Control Ordinance – the City of Elgin Noise Control Ordinance.

Noise Disturbance – means any sound which exceeds the sound level limits set forth in this ordinance;

Plainly Audible – any sound or noise from any source that can be clearly heard by a person with normal hearing faculties at a distance of 200 feet or more from the real property line of the source of the sound or noise in a commercial or industrial district at limits specified in the ordinance; or any sound or noise from any source that can be clearly heard by a person with normal hearing faculties at a distance of 50 feet or more from the real property line of the source of the sound or noise in a residential district at limits specified in the ordinance. This is subject to any exceptions and levels listed elsewhere in the ordinance.

Public right-of-way – any street, avenue, boulevard, road, highway, sidewalk, or alley that is leased, owned, or controlled by a government entity.

Public Space – any real property or structure thereon that is leased, owned, or controlled by a governmental entity.

Real Property Line – means either:

(1) The imaginary line, including its vertical extension, that separates one parcel of real property from another; or
(2) The vertical and horizontal boundaries of a dwelling unit in a multi-dwelling unit building.

Residential District - Residential property means any property zoned as R-1, R-2, R-3 or A.

Sound Level – means the instantaneous sound pressure level measured in decibels with a sound level meter or decibel meter.

Sec. 16-82. – Noise Disturbances.

The following acts, among others, are declared to be per se violations of this article. The following enumerations shall not be deemed to be exclusive:

(1) No person will create, operate, or cause to be operated on private property any source of sound in such a manner as to create a noise which exceeds the limits set forth in this Ordinance. Any noise measured in excess of the parameters set forth in this Ordinance is declared to be a nuisance and is prohibited.

(2) No Live band may continue to play after 10 p.m. in any residential district.

(3) Motor Vehicles:
   a. The operation of a motor vehicle not equipped with a muffler or other sound dissipative device in good working order and in constant operation.
   b. Operating a motor vehicle with a muffler cut out, bypass, or similar device.
   c. Operating or permitting to be operated any vehicle which, by virtue of disrepair, or manner of operation, or so loaded, alone or in combination with other motor vehicles, creates a grating, grinding, rattling, or any other loud noise that violates use district noise level restrictions.
   d. Operating any motor vehicle with a dynamic braking device (commonly known as an engine brake, Jacobs Brake, or Jake Brake) engaged, except for the aversion of imminent danger.
   e. Personal or commercial vehicular music amplification or reproduction equipment operated in such a manner as to cause a noise disturbance.
   f. The sounding of any horn or signal device on any motor vehicle, except as a danger signal for more than 10 seconds.

(4) Construction Work:
   a. Construction work during the hours of 9:00 p.m. and 6:00 a.m. in or adjacent to any residential district.

b. Construction work in any commercial or Industrial district in excess of 80 decibels during the hours of 6:00 a.m. and 9:00 p.m. or in excess of 65 decibels during the hours of 9:00 p.m. and 6:00 a.m.

(5) Garbage collection in any zoning district between the hours of 8:00 p.m. and 7:00 a.m.

(6)The operation of domestic power tools during the hours of 9:00 p.m. and 7:00 a.m. so as to cause a noise disturbance.

(7) Keeping an animal that makes any sound that:

a. Creates a noise disturbance across a residential real property line;
b. Is frequent or of a continued duration for 10 or more consecutive minutes; or
c. Is intermittent for a period of 30 or more minutes.

(8) Radios, television sets, musical instruments, or other similar devices:

a. Operating or playing, or allowing the operation or playing of a radio, television, phonograph, musical instrument, or similar device that reproduces or amplifies sound so it creates a noise disturbance for any person other than the operator of the device.

b. Operating or playing any self-contained, portable, handheld music or sound amplification or reproduction equipment in a public space or public right-of-way so as to cause a noise disturbance.

(9) The use of any mechanical device operated by compressed air, unless the noise to be created is effectively muffled and reduced.

(10) Operation of any public loudspeaker in a fixed position, moveable position, or mounted on a sound vehicle in a public space or public right-of-way for the purpose of communication or sound reproduction so it violates the requirements of this Ordinance unless a permit has been approved by the City Council of the City of Elgin.

(11) An exterior burglar alarm of a building or motor vehicle activated so it continues its operation for more than five minutes for continuous airborne sound and 15 minutes for impulsive sound after it has been activated.

(12) Sounding or permitting the sounding of any amplified signal from any bell, chime, siren, whistle, or similar device intended primarily for nonemergency purposes from any place for more than ten (10) consecutive seconds in an hourly period.

(13) Causing by the use of any device any ground vibration that is perceptible without instruments at any point beyond the property boundary of the source of the vibration.

(14) The operation of any engine of any motor vehicle with a manufacturer's gross weight specification in excess of ten thousand (10,000) pounds within a residential area or within

three hundred (300) feet of a residential structure for a period in excess of fifteen (15) minutes unless the vehicle is located in an enclosed structure.

Sec. 16-83. – Commercial Noise Curfew.

Commercial District entities utilizing a band, music or any type of amplified sound will not be allowed to operate such equipment before 10:00am, or after 12:00 pm, Sunday, Monday, Tuesday, Wednesday, Thursday, and Friday and before 10:00am, or after 1:00 am on Saturday. This curfew is in addition to all other requirements of this article and does not replace or provide a defense for violating any other provision of this article.

Sec. 16-84. – Affirmative Defenses.

It shall be an affirmative defense that the noise was as a result of the following activities:

1. A person at an authorized event;
2. A person operating a bell for a religious activity;
3. A person operating an emergency vehicle;
4. A person operating an audible warning device on a vehicle or train as required by state law;
5. A siren or other warning device emitting a noise for the purposes of warning the population of dangerous weather or other events. A noise from such a warning device is exempt regardless of whether the sound is made for the purposes of warning or testing; or
6. A person operating equipment or making deliveries for site development or site preparation between 6:00 a.m. and 7:00 p.m. on Monday through Friday, and 8:00 a.m. and 6:00 p.m. on Saturday and Sunday or as such deliveries may be allowed by other Elgin ordinance.
7. A public performance, gathering, or parade for which a permit has been obtained from the City of Elgin, so long as the event is within the requirements of the permit.
8. Any sanctioned Elgin Independent School District or Elgin Youth Association sporting event between the hours of 7:00 a.m. and 11:59 p.m.
9. Noise made to signal for emergency help.
10. Noise resulting from emergency work as defined in this Ordinance.
11. Any activity to the extent regulation thereof has been preempted by State or Federal law.

Sec. 16-85. – Offenses.

1. A person commits an offense if the person creates a noise nuisance, as defined in this article, or uses sound generating equipment in violation of a provision of this article.
2. Notice:
   a. *Generally.* Prior to issuance of a court summons or ticket, a violator will be given notice to stop the noise or the source of the noise.
   b. *No waiting period.* If the violation does not cease after notice, the violator may receive a court summons or ticket on the same date as the original notice.
   c. *Notice good for a year.* Once a notice is received, the violator will not be entitled to another warning notice for a noise violation at any time in the next 365 days.
   d. *Notice Requirement Not Applicable to Other Offenses Occurring Contemporaneously.* The requirement for notice does not apply to any other violation found while investigating a noise complaint.
   e. *Notice Requirement Not Applicable to Vehicles.* Notice is not required for noise violations emanating from vehicles.
3. When an offense is believed to have been committed and officers find that the noise levels are below the limits set forth in the ordinance, officers may contact the person responsible for the noise for a courtesy visit to advise the person that a complaint was received about the noise and that they were not found in violation of the ordinance. Officers should advise the person what the acceptable levels are under the ordinance and how close to a violation the person was when the complaint was received. This courtesy visit will not be documented as a noise complaint violation and will not be considered as notice under paragraph 2 of this section.

III.

That Chapter 16, Revised Code of Ordinances, City of Elgin, Texas, 2013, is hereby amended to add the following:

Sec. 16-821. – Permissible Sound Levels.

The following maximum sound levels are hereby established for zoning districts as follows:

(1) Residential districts –80 dB (A) during the hours of 7:00 a.m. and 9:00 p.m. and 50 dB (A) during the hours of 9:00 p.m. and 7:00 a.m. regardless of the day of the week.
(2) Commercial and Industrial districts – 80 dB (A) during the hours of 7:00 a.m. to 9:00 p.m. and 70 dB (A) during the hours of 9:00 p.m. and 7:00 a.m. unless otherwise specified in this Ordinance.

Sec. 16-841. – Temporary Noise Exemption Permits.

(1) A person or organization may apply for a permit to engage in any activity that creates a noise that would otherwise constitute a nuisance or be in violation of this ordinance.

(2) Any application for a noise exemption permit must be made in writing and submitted to the Chief of Police of the City of Elgin at least 10 days prior to the next regularly scheduled meeting of the City Council unless the City Manager determines that unforeseeable circumstances justify a shorter amount of time. The Chief of Police will forward the application with a recommendation to the City Secretary for placement on the agenda of the next regularly scheduled meeting of the City Council.

(3) The application for a permit must include, at a minimum, the following:

a. The name, address and telephone number of the applicant including both daytime and nighttime contact information;

b. The description of the type, duration, and location of the noise, specifically including the date and time the noise will occur;

c. The name, if different from the applicant, or the owner of the property on which the noise will occur and a written letter of permission from the owner and any tenants or other persons occupying the property from which the noise will occur;

d. A statement from the applicant that all property owners within 200 linear feet to the property on which the noise originates will be provided written notification within 24 hours of making the application of their right to respond directly to the City Council to voice support of opposition to the application; and

e. A copy of the notification(s) sent to any property owners.

(4) If the City Council grants a permit for a temporary noise exemption notice shall be given to all City Departments of the date and time the permit begins and ends; the name and contact information of the permit holder and who will be generating the noise; a description of the basic nature of the noise; the specific location of the noise; and any special limitations or restrictions placed on the permit.

IV.

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

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

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted

and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof was discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.

READ, **PASSED**, and **ADOPTED** on first reading this 1st day of November, 2016.

CHRIS CANNON, Mayor
City of Elgin, Texas

ATTEST:

THOMAS L. MATTIS, City Manager

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF CITY OF ELGIN TEXAS, DESIGNATING THE BASTROP COUNTY TAX ASSESSOR COLLECTOR TO CALCULATE AND CERTIFY THE TRUTH IN TAXATION (T-n-T) TAX RATES

DEPARTMENT: Finance

PROPOSED ACTION: Approval of the Resolution as presented.

BACKGROUND: Upon approval of Senate Bill 2, the Governing Body must designate the County Tax Assessor or an Officer / Employee that is a Property Tax Professional registered with TDLR to calculate and certify our Truth in Taxation (T-n-T). Bastrop County Tax Assessor will calculate and create any notifications that the City will be required to post.

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Approval of the Resolution as presented.

ATTACHMENTS: Resolution and Certification Form

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

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

RESOLUTION NO.

A RESOLUTION OF CITY OF ELGIN TEXAS, DESIGNATING THE BASTROP COUNTY TAX ASSESSOR COLLECTOR TO CALCULATE AND CERTIFY THE TRUTH IN TAXATION (T-n-T) TAX RATES

WHEREAS, the City of Elgin is required to designate either the County Tax Assessor or an Officer/Employee that is a Property Tax professional registered with Texas Department of Licensing and Regulation (TDLR) to calculate and certify the Truth in Taxation (T-n-T) Tax Rates (TPTC 26.05 (e-1); and

WHEREAS, the Tax Rates may not be submitted to the governing body until all forms have been certified by a property tax professional (TPTC 26.04 (d-2) (TPTC 26.04 (c) (Occupation Code 1151.151 (3)(4)(5); and

WHEREAS, this Resolution hereby certifies that the amount of additional sales and use tax revenue collected to pay debt services is $0, and has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1); and

NOW, THEREFORE, BE IT RESOLVED; the Elgin City Council designates the Bastrop County Tax Assessor/Collector as the person who will calculate and certify the T-n-T Tax Rates.

This Resolution shall be in full force and effective immediately from and after its passage.

PASSED AND ADOPTED this 2nd day of August 2022.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

Form 50-882

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,
County of Bastrop

Chief Financial Officer or Auditor: Carl Currie, Interim CFO

For the taxing unit: City of Elgin, TX

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Elgin, TX on 7/19/22.

Carl Currie

Signature of Financial Officer or Auditor

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE ROY RIVERS BLVD. EXTENSION PHASE III PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Economic Development Corporation

PROPOSED ACTION: Approval of a Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of amount of $198,267.00 for the Roy Rivers Boulevard Extension Phase III Project.

BACKGROUND:

Last year, the City Council approved the issuance the 2021A Certificates of Obligation (CO) n the total amount of approximately $12.5M to provide funding for a wide range of capital improvement projects, including funding in support of the City of Elgin Economic Development Corporation (EDC).

The City Council and the EDC Board of Directors determined that a portion of the 2021A CO Projects would include expenditures for infrastructure improvements within the Elgin Business Park. And the EDC Board of Directors agreed to provide funds annually to the City in an amount sufficient to pay the portion of the debt service requirements on the 2021A COs issued in part to finance the EDC Projects.

The EDC is now desirous of moving forward with Phase III of the *Roy Rivers Boulevard Extension Project* within the Elgin Business Park and procuring necessary engineering services from TRC Engineers Inc. for the development of all project plans and specifications.

NOTE: In order to proceed with this important project in a timely manner, the Director of Economic Development and City Manager have already authorized this work moving forward; and the proposed Council action is to retroactively approve the agreement for transparency purposes.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adopt and approve a Resolution authorizing an agreement with TRC Engineers Inc. for professional engineering services in the total amount of amount of $198,267.00 for the Roy Rivers Boulevard Extension Phase III Project; and direction to staff, if any, regarding same.

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE ROY RIVERS BLVD. EXTENSION PHASE III PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the Elgin City Council approved the issuance the 2021A Certificates of Obligation (CO) to provide funding for a wide range of capital improvement projects, including funding in support of the City of Elgin Economic Development Corporation (EDC); and,

WHEREAS, the Elgin City Council and the EDC Board of Directors determined that a portion of the 2021A CO Projects would include expenditures for infrastructure improvements within the Elgin Business Park; and,

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

WHEREAS, the City now wishes to move forward with Phase III of the *Roy Rivers Boulevard Extension Project* within the Elgin Business Park and procuring necessary engineering services from TRC Engineers Inc. for the development of all project plans and specifications.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with TRC Engineers Inc. for professional engineering services in the total amount of $198,267.00 for the *Roy Rivers Boulevard Extension Phase III Project*, a copy of the proposal being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. 2021A Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY21-22 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

PASSED AND ADOPTED this 2nd day of August, 2022

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

July 13, 2022

Mr. Owen Rock, Director
Elgin Economic Development Corporation
404 North Main Street
Elgin, Texas 78621

RE: City of Elgin Roy Rivers Boulevard Extension Phase III
Engineering Services Scope of Work Amendment Request

Dear Mr. Rock:

TRC Engineers, Inc. (TRC) has prepared this Scope of Work Amendment for professional engineering services to extend Innovation Way from the west property line of Lot 6 to the Cul-de-Sac adjacent to the detention pond. This Scope of Work will amend the original agreement dated December 30, 2021 (per City of Elgin Resolution 2022-02-01-16, dated February 1, 2022).

The proposed improvements will include the extension of the paving of Innovation Way from the west property line of Lot 6 (termination point per original agreement) to 600 feet west, including the Cul-de-sac. This roadway extension will consist of storm sewer design, street design with a new cul-de-sac, sanitary sewer, water main design, and construction cost estimates.

TRC will perform the following Scope of Work: Survey

1. Acquire additional field topographical data for the roadway extension on City's coordinate system (NAD 83 State Plane Coordinates, Texas Central Zone Grid and NAVD 88 Datum), to include:

    a. Detailed survey including utility locates (as furnished by the specific utility provider) within City proposed right of way.

Geotechnical Investigation

Due to the proximity of the site to the original project, no additional geotechnical services will be required. The geotechnical report provided for the original project will be utilized for the design of this extension.

Engineering, Bidding, and Construction Administration

1. Prepare construction plans/specifications for the amendment, including all details, consisting of:

    a. Storm Sewer — 50 and 100-year design storm events contained within the right-of-way

    b. Roadway design including lighting extension

c. Stormwater Pollution Prevention Plan

d. Signage and Striping

e. Utility Plans – includes the design of extending a 12" water line along Innovation Way to the cul de sac and the extension of the existing 10" sanitary sewer line to the point where gravity sewer is no longer feasible.

2. Coordination with franchise utilities (gas, telephone, cable, etc.).

3. Submittal to TCEQ of water and sanitary sewer utility-related plans.

Construction Inspection

TRC will provide periodic construction inspections of the project assumed at three (3) times per week for an additional (3) months to the original proposal after the start date of the project to account for the additional work.

Assumptions

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

- The City will provide access agreements for access to all private properties (if necessary).
- The City will provide curb cuts or driveway locations to undeveloped properties (if applicable).
- Monthly progress meetings will be held during engineering design and construction.
- Innovation Way will be designed as "heavy-duty" asphalt.
- TRC will coordinate with Texas One Call and the City of Elgin for all subsurface locations within the proposed project.

Exclusions

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

- Design of improvements or relocations for gas lines, telephone lines or other franchise utilities.
- Construction staking.

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

Compensation for Services

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

Water & Sewer Utility Extension Design Tasks	Fee
Surveying	$ 4,320.00
Engineering Design, and Construction Administration	$ 34,535.00
Sub Total A	**$ 38,855.00**

Road, Storm Sewer & Lighting Design Tasks	Fee
Surveying	$ 4,320.00
Engineering Design, and Construction Administration	$ 155,100.00
Sub Total B	**$ 159,421.00**
Grand Total (Lump Sum)	**$ 198,276.00**

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

TRC's lump sum fee above is based on a continuous flow of work. Any delays or restrictions, caused by the customer or customer's sub-consultants, which result in idle time or inefficiencies, could be cause for additional compensation. Changes in scope, including additional scenarios or modifications to the scenarios identified above will be evaluated for additional services and/or materials cost through a formal change order process, which results in approval of the additional cost prior to executing the additional work.

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

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

CITY OF ELGIN

Mr. Owen Rock, Director
Elgin Economic Development Corporation

TRC ENGINEERS, INC.

K. Beau Perry, P.E.
Regional Vice President

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2022 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: City Manager

PROPOSED ACTION:
Consideration and adoption of Resolution approving 2022 Five-Year Capital Improvement Plan (5YRCP).

BACKGROUND:
Discussed at previous meetings; This action was scheduled as part of the Budget Development Calendar and represents a formative step in the final development of the FY2022-23 Annual Budget.

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

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

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

RECOMMENDATION:
Adoption of the Resolution approving 2022 Five-Year Capital Improvement Plan (5YRCP), as may or may not be amended.

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

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING AND ADOPTING THE 2022 FIVE-YEAR CAPITAL IMPROVEMENT PLAN, A REPORT ON ANTICIPATED CAPITAL EXPENDITURES AND PROJECTS FOR ALL MUNICIPAL OPERATIONS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Manager has prepared and submitted the proposed *City of Elgin 2022 Five-Year Capital Improvement Plan* describing projected capital improvement expenditures and/or projects for all municipal operations the next five years ensuing; and,

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

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

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, 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. Adoption. The *City of Elgin 2022 Five-Year Capital Improvement Plan* is hereby approved and adopted, a copy of which is to be attached hereto marked "Exhibit A" and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 2nd day of August, 2022

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, DESIGNATING BAIRD/WILLIAMS CONSTRUCTION AS THE MOST QUALIFIED FIRM TO PROVIDE A "CONSTRUCTION MANAGER AT RISK" DELIVERY METHOD FOR THE DESIGN AND CONSTRUCTION OF THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration of a Resolution to designate Baird/Williams Construction, Ltd. of Temple, Texas as the most qualified firm to provide "Construction Manager at Risk" ("CMAR") services related to the new City of Elgin Police Department Station Project.

BACKGROUND:

As part of the 2021A Certificates of Obligation, the City issued debt late last year in the principal amount of $12.5M to provide funding for a wide range of capital improvement projects, including the renovation and expansion the current City of Elgin Police Station.

To guide this process, a building committee was formed that includes the EPD Police Chief, two EPD Commanders, the Public Works Director, the City Engineer and City Manager.

The committee has now completed a formal Request for Proposals (RFP) process, considering various "Construction Manager at Risk" firms to provide necessary construction services.

The committee received three (3) qualifying responses to the RFP; interviewed all three firms; and from that process unanimously recommends Baird/Williams Construction, Ltd. of Temple, Texas as the most qualified firm to provide the desired CMAR services.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution designating Baird/Williams Construction, Ltd. of Temple, Texas as the most qualified firm to provide "Construction Manager at Risk" ("CMAR") services related to the new City of Elgin Police Department Station Project; and direction to staff, if any, regarding same.

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, DESIGNATING BAIRD/WILLIAMS CONSTRUCTION AS THE MOST QUALIFIED FIRM TO PROVIDE "CONSTRUCTION MANAGER AT RISK" DELIVERY METHOD FOR THE DESIGN AND CONSTRUCTION OF THE NEW CITY OF ELGIN POLICE DEPARTMENT STATION; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the Elgin City Council approved the issuance the 2021A Certificates of Obligation to provide funding for a wide range of capital improvement projects, including a new City of Elgin Police Department Station ("Project");and,

WHEREAS, the Elgin City Council has authorized utilization of the "Construction Manager at Risk" ("CMAR") for the Project under Texas Government Code, Chapter 2269 that allows governmental entities to use an alternative method other than competitive bidding; and,

WHEREAS, the City of Elgin Police Department (EPD) Station Building Committee including the EPD Police Chief, two EPD Commanders, the Public Works Director, the City Engineer and City Manager has completed a Request for Proposals to procure CMAR services in support of this project and has determined Baird/Williams Construction, Ltd. of Temple, Texas to be the most qualified firm.

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. Selection of Most Qualified Firm. In accordance with Texas Government Code §2269.056(a), the City Manager is hereby authorized to finalize negotiations on an agreement with *Baird/Williams Construction, Ltd*. of Temple, Texas for "Construction Manager at Risk" services associated with the new City of Elgin Police Department Station Project**.**

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

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

PASSED AND ADOPTED this 2nd day of August, 2022

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPOINTING REPRESENTATIVES TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS

DEPARTMENT: City Council

PROPOSED ACTION: Nominate an individual(s) to serve on the CAPCOG General Assembly Board

BACKGROUND: CAPCOG's General Assembly is the organization's governing body for the purposes of selecting the Executive Committee, amending the council's bylaws, adopting budgets, determining membership dues, and guiding the organization's mission. Each CAPCOG member appoints representatives to serve as their voice on the General Assembly. The City of Elgin currently is represented by Council Member Dennis and Former Mayor Ron Ramirez

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Make appointment(s) to the CAPCOG General Assembly

ATTACHMENTS: Resolution

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

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

APPOINTMENT FORM - GENERAL ASSEMBLY REPRESENTATIVE
CAPITAL AREA COUNCIL OF GOVERNMENTS

The governing bodies of CAPCOG's members designate General Assembly representatives.

Counties:	Official appointments are made at Commissioners Court.
Cities, Towns, Villages:	Official appointments are made at City Council meetings.
Organizations:	Official appointments are made by the Board or other governing body.

PLEASE COMPLETE THE FOLLOWING SECTION

Governing Body:

_____ County Commissioners Court (e.g., Travis County Commissioners Court)

-OR-

_____ City Council (e.g., Austin City Council)

-OR-

_____ Other (Board or other governing body)

_____

City, County, or Organization being represented

_____ _____

Name of Representative **Position**

_____

Address

_____

City, Zip Code

_____ _____

Telephone Number **Fax Number**

_____

Email address ***(General Assembly Reps. will be subscribed to the CAPCOG Connections, Training, & Data Points email lists)***

Check One:

____ Reappointment

____ Filling Vacancy

____ Changing Representative _____

Name of Previous Representative

I confirm our governing body appointed the above individual to serve as a CAPCOG General Assembly Representative for the above entity on _____.

Date of Meeting

_____ _____

Signature of Chief Elected Official/Chair of Governing Board **Date**

Please fax this form to 512-916-6001 or email it to dbrea@capcog.org. For questions about completing this form, call Deborah Brea at 512-916-6018.

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPOINTING REPRESENTATIVES TO THE CAPITAL AREA COUNCIL OF GOVERNMENTS

WHEREAS, the City of Elgin is a member of the Capital Area Council of Governments (CAPCOG); and

WHEREAS, there is a need to change the City of Elgin's representation in CAPCOG by appointing one representative to the Capital Area Council of Government's General Assembly; and

WHEREAS, the City of Elgin must make designation of CAPCOG General Assembly representatives by official action of the City Council;

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

_____ is hereby appointed as General Assembly representative from the City of Elgin to the Capital Area Council of Governments.

APPROVED this 2nd day of August, 2022.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS, City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF ELGIN ON NOVEMBER 8, 2022, TO SUBMIT TO THE VOTERS A PROPOSED CITIZEN-INITIATED PETITION, CERTIFIED SUFFICIENT ON MAY 11, 2022, REGARDING THE CREATION OF THE ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT; AND AUTHORIZING THE CITY SECRETARY TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION

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. On May 11, the City Secretary verified and certified the signatures, informing the City Council at the May 17th meeting. A public hearing was held and the Ordinance was read out loud on June 7th. A vote and final action took place at the July 5th Council meeting. The decision by the City Council was to take this Ordinance before the voters in the November Election. This Ordinance is Ordering the Special Election for the November Election.

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

Finance Approval:

Signature: _____ Date:_____

RECOMMENDATION: Approval of the Ordinance

ATTACHMENTS:

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

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

ORDINANCE NO. 2022

AN ORDINANCE ORDERING A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF ELGIN ON NOVEMBER 8, 2022, TO SUBMIT TO THE VOTERS A PROPOSED CITIZEN-INITIATED PETITION, CERTIFIED SUFFICIENT ON MAY 11, 2022, REGARDING THE CREATION OF THE ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT; AND AUTHORIZING THE CITY SECRETARY TO ENTER INTO JOINT ELECTION AGREEMENTS WITH OTHER LOCAL POLITICAL SUBDIVISIONS AS MAY BE NECESSARY FOR THE ORDERLY CONDUCT OF THE ELECTION

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

PART 1. A special municipal election shall be held in the City of Elgin on November 8, 2022, to submit to the voters of the City a proposed citizen-initiated ordinance regarding the elimination of low-level marijuana offenses. The ballot shall be prepared to permit voting "For This Ordinance" or "Against The Ordinance" on the Proposition:

Proposition A: Shall an initiative petition be approved to eliminate enforcement of low-level marijuana offenses in the City of Elgin?

PART 2. If the proposition provided in Part l, above, is approved by a majority of voters voting at the election, the City Code is amended as indicated below:

AN ORDINANCE TO ELIMINATE LOW-LEVEL MARIJUANA ENFORCEMENT

BE IT ORDAINED BY THE VOTERS OF THE CITY OF ELGIN:

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:

ARTICLE V. - MARIJUANA ENFORCEMENT

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 an 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).

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.

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.

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).

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 Chief's 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.

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.

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.

PART 3. The election shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The address of the main early voting locations and the mailing address of each of the early voting clerks are detailed in Exhibit "A," attached hereto and incorporated as part of this ordinance.

PART 4. A direct electronic recording voting system, as the term is defined in Title 8 of the Texas Election Code, shall be used for early voting and for voting conducted on election day. The central counting station is established at the Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas and Bastrop County Elections, 804 Pecan Street, Bastrop, Texas.

PART 5. Notice of this election shall be posted and published in accordance with state law. The notice shall be posted, in both English and Spanish, in the office of the City Secretary and at the City Hall bulletin board not later than the 21st day before election day. Notice of this election shall be published one time, in English and Spanish, not earlier than the 30th day before the date of the election or later than the 10th day before the date of the election, in a newspaper of general circulation in the City of Elgin.

PART 6. In accordance with Chapter 271 of the Texas Election Code, the November 8, 2022, special municipal election may be held jointly with the various political subdivisions that share territory with the City of Elgin and that are holding elections on that day. The City Secretary may enter and sign joint election agreements with other political subdivisions for this purpose, and their terms as stated in the agreements are hereby adopted.

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

READ, PASSED and **ADOPTED** on first reading on this 2nd day of August 2022.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
JENNIFER STUBBS City Secretary

EXHIBIT "A"
ORDER OF ELECTION
CITY OF ELGIN, TEXAS

A Special Election is hereby ordered to be held on Tuesday, November 8, 2022, for the purpose of submitting to the voters a proposed citizen-initiated ordinance to eliminate low-level marijuana enforcement.

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

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

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

Bastrop County Elections
804 Pecan Street
Bastrop, TX 78602

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

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

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, TX 78714-9325

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

Applications for ballot by mail must be received no later than 5:00 pm on Friday, October 28, 2022.

Issued this 2nd day of August 2022.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

EXHIBIT "B-1"

EARLY VOTING LOCATIONS, DATES AND TIMES – BASTROP COUNTY

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

EXHIBIT "B-2"

EARLY VOTING LOCATIONS, DATES AND TIMES – TRAVIS COUNTY

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

EXHIBIT "C-1"

CITY OF ELGIN ELECTION DAY POLLING LOCATION- BASTROP COUNTY

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

EXHIBIT "C-2"

CITY OF ELGIN ELECTION DAY POLLING LOCATION-TRAVIS COUNTY

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

ORDENANZA NO. 2022-

ORDENANZA QUE CONVOCA UNA ELECCION MUNICIPAL ESPECIAL QUE SE LLEVARA A CABO EN LA CIUDAD DE ELGIN, TEXAS, EL 8 DE NOVIEMBRE, 2022 CON EL PROPÓSITO DE SOMETER A LOS VOTANTES UNA PETICIÓN INICIADA POR LA CIUDADANIA, CERTIFICADA POR SER SUFICIENTE EL 11 DE MAYO, 2022, PARA INSTITUIR UNA ORDENANZA PARA PARA DESPENALIZAR LA MARIJUANA EN BAJO NIVEL;Y PARA AUTORIZAR A LA SECRETARIA DE LA CIUDAD PARA QUE TRAMITE LOS CONVENIOS DE LA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS LOCALES, QUE SEAN NECESARIOS PARA LA ADMINISTRACIÓN ORDENADA DE LA ELECCIÓN

ORDÉNESE POR EL CONSEJO DE LA CIUDAD DE ELGIN, TEXAS, QUE:

PARTE 1. Se llevará a cabo una elección municipal especial en la Ciudad de Elgin, El 8 de Noviembre, 2022 para someter a los votantes de la Ciudad la ordenanza propuesta iniciada por los ciudadanos tocante la despenalización de delitos de marijuana en bajo nivel. La boleta se preparará para permitir que se vote sobre la Proposición en esta manera "A Favor de Esta Ordenanza" o "En Contra de la Ordenanza":

Proposición A: ¿Será aprobada la petición por iniciativa para despenalizar la marijuana en bajo nivel en la Ciudad de Elgin?

PARTE 2. Si la proposición indicada en la Parte 1, arriba, es aprobada por la mayoría de votantes que votan en la elección, el Código de la Ciudad será enmendado en conformidad con lo siguiente:

UNA ORDENANZA PARA DESPENALIZAR LA MARIJUANA EN BAJO NIVEL

ORDÉNESE POR LOS VOTANTES DE LA CIUDAD DE ELGIN, QUE:

Capítulo 24 del Código de la Ciudad por lo presente es enmendado para crear un nuevo Artículo V, que llevará el título; "Ejecución de Leyes de Marijuana" y que dirá lo siguiente:

ARTÍCULO V. EJECUCIÓN DE LEYES DE MARIJUANA
Sección. 24-102 -Poner fin a las citaciones y arrestos por delitos menores de posesión de marijuana.

(a) Los oficiales de policía de Elgin no emitirán citaciones ni harán arrestos por delitos menores de posesión de marijuana de Clase A o Clase B, excepto en las circunstancias limitadas descritas en (b).
(b) Las únicas circunstancias en las que a los oficiales de policía de Elgin se les permite emitir citaciones o hacer arrestos por posesión de marijuana por delito menor de Clase A o Clase B son cuando tales citaciones o arrestos son parte de (1)la investigación de un caso de narcóticos a nivel de delito grave que ha sido designado como una investigación de alta prioridad por un

comandante de policía de Elgin, un jefe asistente de policía o un jefe de policía; y/o (2) la investigación de un delito grave violento.

(c) En todos los casos que no sean los descritos en (b), si un oficial de policía de Elgin tiene una causa probable para creer que una sustancia es marijuana, un oficial puede confiscar la marijuana. Si el oficial confisca la marijuana, debe escribir un informe detallado y liberar al individuo si la posesión de marijuana es el único cargo.

(d) Los oficiales de policía de Elgin no emitirán ningún cargo por posesión de marijuana a menos que cumpla con uno o ambos de los factores descritos en (b).

Sección. 24-103. las citaciones por posesión de residuos de drogas o parafernalia de drogas no se emitirán en lugar de un cargo de posesión de marijuana.

(a) No se emitirá una citación por delito menor de Clase C por posesión de residuos de drogas o parafernalia de drogas en lugar de un cargo de posesión de marijuana.

Sección. 24-104. Prohibición de usar fondos o personal de la ciudad para realizar pruebas de concentración de THC.

(a) No se utilizarán fondos o personal de la Ciudad para solicitar, realizar u obtener pruebas de tetrahidrocannabinol (THC) de cualquier sustancia relacionada con el cannabis para determinar si la sustancia cumple con la definición legal de marijuana bajo la ley estatal, excepto en las circunstancias limitadas de una investigación policial de conformidad con §24-102 (b).

(b) Esta prohibición no limitará la capacidad de la policía de Austin para realizar pruebas toxicológicas para garantizar la seguridad pública, ni limitará las pruebas de THC con el propósito de cualquier cargo de delito grave violento.

Sección 24-105. - Prohibición de que la policía de la ciudad use el olor a marihuana o cáñamo (hemp) como causa probable para la búsqueda o confiscación.

(a) La policía de Elgin no considerará que el olor a marihuana o cáñamo (hemp) constituye una causa probable para cualquier registro o confiscación, excepto en las circunstancias limitadas de una investigación policial de conformidad con §24-102 (b).

Sección 24-106. - Capacitación y actualizaciones de políticas; participación de la comunidad.
(a) El Gerente de la Ciudad y el Jefe de Policía se asegurarán de que los oficiales de policía de Elgin reciban una capacitación adecuada con respecto a cada una de las disposiciones de esta ordenanza.

(b) El Gerente de la Ciudad trabajará con el Jefe de Policía de Elgin y otras partes interesadas relevantes identificadas en (c) para actualizar las políticas de la Ciudad y los procedimientos operativos internos de acuerdo con esta ordenanza. Las acciones que pueden ser necesarias

incluyen, pero no se limitan a: actualizar el Manual General del Departamento de Policía de Elgin; actualización del boletín de capacitación; la capacitación de oficiales; y la actualización de las bases de datos y los sistemas internos.
(c) El Gerente de la Ciudad organizará reuniones periódicas para discutir el desarrollo de políticas, procedimientos y prácticas relacionadas con esta ordenanza, que incluirán a las partes interesadas de la comunidad, incluyendo: el Panel Asesor del Jefe de Policía; otras partes interesadas y organizaciones comunitarias; individuos directamente afectados por arrestos dentro de la Ciudad; comunidades de inmigrantes; y comunidades de color. Estas reuniones estarán abiertas a la participación pública, tendrán minutos y agendas accesibles al público, y tendrán grabaciones de audio y video accesibles en el sitio web de la Ciudad.

Sección 24-107. - Disciplina.
(a) Cualquier violación de este capítulo puede someter a un oficial de policía de Elgin a disciplina según lo dispuesto por el Código de Gobierno Local de Texas o según lo dispuesto en la política de la Ciudad.

Sección 24-108. - Informes.

(a) Dentro de los tres meses posteriores a la adopción de esta ordenanza, y una vez al año a partir de entonces, el Gerente de la Ciudad o su designado presentará al Consejo Municipal, en una reunión pública sujeta a la Ley de Reuniones Abiertas de Texas, un informe sobre la implementación de esta ordenanza por parte de la Ciudad.

PARTE 3. La elección se llevará a cabo entre las 7:00 a.m. y las 7:00 p.m. La dirección de los sitios principales de la votación adelantada y la dirección postal de cada uno de los secretarios de la votación anticipada se detallan en el Adjunto "A", adjuntado al presente e incorporado como parte de esta ordenanza.

PARTE 4. Un sistema electrónico indicador directo de votación que se define en el Título 8 del Código Electoral de Texas se usará para la votación adelantada y en la votación el día de la elección. La estación central para contar votos se ubicará en Travis County Elections Division, 5501 Airport Boulevard, Austin, Texas y en Bastrop County Elections, 804 Pecan Street, Bastrop, Texas. .

PARTE 5. El aviso de esta elección será fijado y publicado de acuerdo con la ley estatal. El aviso será fijado, en ambos inglés y español en la oficina de la Secretaria de la Ciudad y en el kiosco de avisos del Edificio Municipal (City Hall), a no más tardar del 21vo día antes del día de la elección. El aviso de esta elección será publicado una vez, en inglés y en español, en fecha que no sea anterior del 30vo día antes de la fecha de la elección ni más tardar del 10mo día antes de la fecha de la elección, en un periódico de circulación general en la Ciudad de Elgin.

PARTE 6. De acuerdo con el Capítulo 271 del Código Electoral de Texas, la elección municipal especial del 8 de noviembre, 2022 se podrá llevar a cabo junto con varias subdivisiones políticas que comparten territorio con la Ciudad de Elgin, y que estén efectuando elecciones en ese día. La Secretaria de la Ciudad puede tramitar y firmar convenios electorales con otras subdivisiones políticas para este propósito, y por la presente se aprueban los términos indicados en dichos convenios.

Con una moción debidamente hecha, secundada y aprobada con el voto afirmativo de los miembros del Consejo presentes de la Ciudad, se cumplió el requisito de dar lectura a esta ordenanza.

LEIDA, APROBADA Y ADOPTADA en su primera lectura este día 2 de agosto, 2022.

_____
THERESA Y. MCSHAN, Alcalde
Ciudad de Elgin, Texas

CERTIFICO:

_____
JENNIFER STUBBS
Secretaria de la Ciudad

ADJUNTO "A"
ORDEN DE ELECCIÓN
CIUDAD DE ELGIN, TEXAS

Por la presente se ordena una Elección Especial que se llevará a cabo el martes, 8 de noviembre, 2022 con el propósito de someter a los votantes una ordenanza propuesta por iniciativa de la ciudadania para despenalizar la marijuana en bajo nivel.

Para votantes en el Condado de Bastrop, la votación anticipada en persona será llevada a cabo en los sitios designados por el/la Administrador/a Electoral del Condado de Bastrop y aprobados por la Corte de Comisionados del Condado de Bastrop, todos detallados en el "Adjunto B-1" y "C-1" agregados a la presente e incorporados por referencia para todos los efectos y propósitos.

Para votantes en el Condado de Travis, la votación anticipada en persona será llevada a cabo en los sitios designados por el/la Administrador/a Electoral del Condado de Travis y aprobados por la Corte de Comisionados del Condado de Travis, todos detallados en el "Adjunto B-2" y "C-2" agregados a la presente e incorporados por referencia para todos los efectos y propósitos.

Los votantes de Bastrop deberán enviar sus solicitudes para boletas por correo a:

Elecciones del Condado de Bastrop
804 Pecan Street
Bastrop, TX 78602

A los votantes del Condado de Bastrop se les permite someter la solicitud completa escaneada para recibir su boleta por correo con la firma original del solicitante sometida en formato electrónico a elections@co.bastrop.tx.us.

Los votantes del Condado de Travis deberán enviar su solicitud para su boleta por correo a:

Secretaria del Condado de Travis-Division Electoral
PO Box 149325
Austin, TX 78714-9325

A los votantes del Condado de Travis se les permite someter la solicitud completa escaneada para recibir su boleta por correo con la firma original del solicitante sometida en formato electrónico a ebbm@traviscountytx.gov.

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el viernes, 28 de octubre, 2022.

Emitida este día 2 de agosto, 2022.

_____
THERESA Y. MCSHAN, Alcalde
Ciudad de Elgin, Texas

ADJUNTO "B-1"

FECHAS, HORAS Y UBICACIONES DE LA VOTACIÓN ANTICIPADA-

CONDADO de BASTROP

*A la fecha de emisión de la Orden de Elección, el Condado de Bastrop aún no había determinado los precintos y sitios de votación para la Votación Anticipada. En cuanto el Condado de Bastrop proporcione la información, será agregada con el encabezado de Adjunto "B-1" a esta Orden de Elección.

ADJUNTO "B-2"

FECHAS, HORAS Y UBICACIONES DE LA VOTACIÓN ANTICIPADA-

CONDADO de TRAVIS

*A la fecha de emisión de la Orden de Elección, el Condado de Travis aun no había determinado los precintos y sitios de votación para el día de elecciones. En cuanto el Condado de Travis proporcione la información, será agregada con el encabezado de Adjunto "B-2" a esta Orden de Elección.

ADJUNTO "C-1"

SITIO DE VOTACIÓN DE LA CIUDAD DE ELGIN PARA EL DIA DE LA ELECCION-CONDADO de BASTROP

*A la fecha de emisión de la Orden de Elección, el Condado de Bastrop aun no había determinado los precintos y sitios de votación para el Dia de Elecciones. En cuanto el Condado de Bastrop proporcione la información, será agregada con el encabezado de Adjunto "C-1" a esta Orden de Elección.

ADJUNTO "C-2"

SITIO DE VOTACIÓN DE LA CIUDAD DE ELGIN PARA EL DIA DE LA ELECCION-CONDADO de TRAVIS

*A la fecha de emisión de la Orden de Elección, el Condado de Travis aun no había determinado los precintos y sitios de votación para el Dia de Elecciones. En cuanto el Condado de Travis proporcione la información, será agregada con el encabezado de Adjunto "C-2" a esta Orden de Elección.

CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This Contract for Election Services and Agreement to Conduct Joint Election (this "**Contract**") is entered into by and among BASTROP COUNTY, a political subdivision of the State of Texas (the "**COUNTY**"), the BASTROP COUNTY ELECTIONS ADMINISTRATOR ("**ADMINISTRATOR**"), and the CITY OF ELGIN (the "CITY"), a political subdivision of the State of Texas, individually, a "**Party**" or, collectively, the "**Parties**," pursuant to Section 31.092 and Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the CITY and the COUNTY each expect to call an election to be held on November 8, 2022; and

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

WHEREAS, ADMINISTRATOR has provided a cost estimate for election services to be rendered by her office under this Contract, which estimate is set out on **Exhibit "A"** attached hereto and made a part hereof; and

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The Parties have entered into this Contract to conduct a joint election on November 8, 2022, and for certain election services to be provided to the CITY in connection with its election. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the CITY.

ARTICLE II
JOINT ELECTION

2.01 The COUNTY and the CITY agree to conduct their respective November 8, 2022 elections jointly pursuant to Chapter 271 of the Texas Election Code. ADMINISTRATOR is hereby appointed to serve as the CITY'S Election Officer and Early Voting Clerk to conduct the CITY'S November 8, 2022 election. As CITY'S Election Officer and Early Voting Clerk, ADMINISTRATOR will coordinate, supervise, and conduct all aspects of administering voting in connection with the CITY'S November 8, 2022 election in compliance with all applicable law, as provided in Article III hereof.

ARTICLE III

ELECTION SERVICES

3.01 ADMINISTRATOR agrees to provide to the CITY the following general election services with respect to the CITY'S November 8, 2022 election, including early voting, regular Election Day voting, and any resulting run-off:

(A) Procure and distribute election supplies, including, but not limited to, the preparation, printing, and distribution of ballots and sample ballots, provided that the CITY will prepare the text of such ballots as set forth in Section 5.01(C) below;

(B) Procure election judges and clerks for early voting and Election Day voting;

(C) Procure early voting polling places and Election Day polling places. The ADMINISTRATOR will arrange for the use of all Election Day polling places and will arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths. The ADMINISTRATOR will provide the CITY with a list for presentation to the governing body of the CITY, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The ADMINISTRATOR will designate and confirm all Election Day polling place locations and present the list to the governing body of the CITY for approval;

(D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from all polling locations, including early voting polling locations, for the CITY;

(E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bastrop County Voter Registration;

(F) Pay election day and early voting judges and clerks;

(G) Pay the judges for election night returns and early voting returns;

(H) Provide training and information for all election officers;

(I) Provide general overall supervision of the election and advisory services;

(J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Conduct election day voting and early voting, in person and by mail, for the CITY;

(L) Establish a Central Counting Station for the purpose of tabulating ballots. The Tabulation Supervisor will be responsible for handling ballot tabulation in accordance with statutory requirements and county policies, under the auspices of ADMINISTRATOR, and will, thereafter, transport all election records to the ADMINISTRATOR. The ADMINSTRATOR will conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the CITY in a timely manner. The Secretary of State may waive this requirement. If applicable, a

written report will be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code. The ADMINISTRATOR will prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and will provide a copy of the tabulation to the CITY as soon as possible after the ADMINISTRATOR has received the precinct returns on election day night;

(M) Provide such incidental related services as may be necessary to effect the Election;

(N) At each polling location, provide at least one voting station with a voting system that:
(i) fully complies with applicable law relating to accessible voting systems which make voting accessible for disabled voters; and (ii) provides a practical and effective means for voters with physical disabilities to cast a secret ballot;

(O) Provide for Central Count Tabulation(s), including:
a. Preparation and programming of the ballots on the ES&S 850 Optical Scanner; and
b. Preparation and programming of the ES&S ExpressVote voting system;

(P) Serve as "regular early voting clerk" for the CITY to receive requests for applications for early voting ballots to be voted by mail. Applications for early voting ballots to be voted by mail will be processed in accordance with Title 7 of the Texas Election Code. Applications for early voting ballots to be voted by mail received by the CITY will be faxed as promptly as possible to ADMINISTRATOR for processing. The original application will then be forwarded to ADMINISTRATOR for proper retention.

(Q) Serve as the custodian of voted ballots and other election records and preserve all election records in accordance with the Texas Election Code. After the applicable retention period, ADMINISTRATOR will forward all election records to the CITY.

ARTICLE IV
SCHEDULE FOR PERFORMANCE OF ELECTION SERVICES

4.01 ADMINISTRATOR will perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

ARTICLE V
SERVICES NOT PROVIDED BY COUNTY

5.01 The CITY will be responsible for:

(A) preparing, adopting, publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the CITY necessary to the conduct of the election;

(B) preparing the text for the CITY'S official ballot in English and Spanish, or other languages as required by law;

(C) on or before August 22, 2022, providing ADMINISTRATOR with a copy of a document showing the propositions/places that are to appear on the official ballot for the

CITY;

(D) conducting the official canvass of the CITY'S election;

(E) having a CITY representative serve as the custodian of its election records; and

(F) filing the CITY'S annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

5.02 Pursuant to Section 271.006(c), the CITY designates ADMINISTRATOR to serve as "regular early voting clerk" for the CITY to receive requests for applications for early voting ballots.

5.03 The Secretary of the governing body of the CITY will serve as the Custodian of Records for the CITY to complete those tasks in the Election Code that ADMINISTRATOR will not perform.

ARTICLE VI
TERM

6.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held and administered by ADMINISTRATOR for the CITY hereunder have been completed.

ARTICLE VII
COST OF SERVICE AND BILLING

7.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY agrees to pay ADMINISTRATOR its pro rata share of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. A cost estimate for election expenses is attached hereto and made a part of this contract as **Exhibit "A"**. The Parties agree that this is an estimate only and that the CITY is obligated to pay the actual expenses of the election as set forth herein. ADMINISTRATOR agrees to advise the CITY if it appears that the actual expenses incurred by ADMINISTRATOR will exceed by 20% or more the estimated expenses to be paid initially by the ADMINISTRATOR and reimbursed by the CITY. The CITY shall also pay ADMINISTRATOR an administrative fee equal to 10% of the actual costs set forth in Section 7.02(a) below, as permitted under Section 31.100(d) of the Texas Election Code.

7.02 As soon as reasonably possible after the election, ADMINISTRATOR will submit an itemized invoice to the CITY for (a) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by ADMINISTRATOR, including expenses for supplies in connection with the election school(s), election supplies, wages paid to ADMINISTRATOR'S employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots, and (b) an administrative fee as provided in Section 7.01 above. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of ADMINISTRATOR'S stock of election supplies shall be supported by ADMINISTRATOR'S certificate about the number of items used and the unit cost therefore according to the vendor's standard price list. The total amount due according to these invoices shall be offset by any payments previously made pursuant to this Contract.

7.03 The CITY shall pay ADMINISTRATOR'S invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the Parties will discuss in good faith a resolution of the disputed portion.

7.04 Payments made by the CITY in meeting its obligations under this Contract shall be made from current revenue funds available to the governing body of the CITY.

ARTICLE VIII
GENERAL PROVISIONS

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

a) the authority with whom applications of candidates for a place on the ballot are filed;

b) the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

c) the authority to serve as custodian of voted ballots or other election records, except that the ADMINISTRATOR, if requested in writing by the CITY, will become the custodian of the voted ballots.

8.02 The parties acknowledge that the ADMINISTRATOR may contract with other entities holding elections at the same time as the CITY on November 8, 2022.

8.03 If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the ADMINISTRATOR shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $75. The ADMINISTRATOR shall submit an invoice for such expenses as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in 7.03 above. The ADMINISTRATOR agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the ADMINISTRATOR in conducting the November 8, 2022 Joint Election.

8.04 In accordance with Section 31.099 of the Texas Election Code, the ADMINISTRATOR agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

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

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

8.07 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior

understanding or written or oral agreement between the parties respecting the written subject matter.

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

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

CITY**:**
Jennifer Stubbs
City Secretary
City of Elgin
310 N. Main St./PO Box 591
Elgin, TX 78621
Tel: (512) 229-3222
Fax: (512) 285-3016
Email: jstubbs@ci.elgin.tx.us

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

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

Executed to be effective the ____ day of _____, 2022.

COUNTY:

BY:_____
Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the ____ day of _____, 2022.

ADMINISTRATOR:

BY:_____

Kristin Miles
Elections Administrator
Bastrop County, Texas

Executed to be effective the ____ day of _____, 2022.

CITY:

BY:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

ESTIMATED COST FOR THE CITY OF ELGIN	
Election Expenses	**$ 7,916.09**
Election Kits & other precinct supplies	**$ 200.00**
SUBTOTAL	**$ 8,116.09**
10% ADMINISTRATIVE FEE	**$ 811.61**
TOTAL	**$ 8,927.70**

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF ELGIN

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

Section 1. GENERAL PROVISIONS

(A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.

(C) Except as otherwise provided in this Agreement:

(1) The term "Election Officer" refers to the Travis County Clerk;
(2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
(3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
(4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as

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

(D) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" for a particular election is the amount the County will charge the Participating Entity for use of the County's voting equipment in use at the time of that election.

(E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.

(F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).

(G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section 1.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (7) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

(1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

~~a.~~ The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.

b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:

i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;

ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and

iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).

(2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;

(3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(4) Conducting the official canvass of a Participating Entity election;

(5) Administering the Participating Entity's duties under state and local campaign finance laws;

(6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy

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

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

SECTION 4. ELECTION WORKERS AND POLLING PLACES

(A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.

(F) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places.

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

SECTION 5. PAYMENTS FOR ELECTION SERVICES

(A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.

(B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.

(C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

(D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.

(1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to ElectionEntities@traviscountytx.gov. The Participating Entity has designated the City Secretary as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: jstubbs@ci.elgin.tx.us

(2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer

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

(3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 75% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.

(4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 75% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.

(5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

(G) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

(1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

(2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if, at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

(G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

(1) For each election the Election Officer conducts for the Participating Entity after January 1, 2022, through January 1, 2023, the Participating Entity shall pay two percent of the cost of the electronic voting system equipment installed at a polling place and two percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services.

(2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.

(C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

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

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

(A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.

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

SECTION 8. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

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

(B) Notice

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

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

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

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

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

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

(C) Force Majeure

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

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

(K) Joint Election Agreements

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

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

(L) Addresses for Payments

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

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

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

(M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

(N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.

(O) The individuals below have been authorized to sign this Agreement.

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

[Signatures on following page]

DocuSign Envelope ID: C5E06A50-8DD2-4644-B0E1-3937BF73009E

CITY OF ELGIN

BY: _____
Ron M. Ramirez
Mayor

DATE: February 9, 2022

TRAVIS COUNTY

DocuSigned by:
BY: Andy Brown
C21317DB291D47D...
Andy Brown (or his successor)
County Judge

DATE: 4/1/2022

DocuSigned by:
BY: _____
9617F68FA70A43F...
Rebecca Guerrero (or her successor)
County Clerk

DATE: 4/1/2022