



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, FEBRUARY 7, 2023
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. **Public Hearing On An Ordinance Amending Ch. 16, Art. II Weeds, Wild Growth, & Unsanitary Conditions; Revised Code Of Ordinances, City Of Elgin, Texas; Repealing All Other Ordinances In Conflict Therewith; And Provide For A Savings Clause.**

Documents:

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

2. **Public Hearing To Review Performance And Obtain Comments Regarding Its 2021 Texas CDBG Program Community Development Contract #7220042.**

Documents:

[EXSUMMARYPUBLICHEARINGCDBGSIDEWALK.PDF](#)

VI. 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.

VII. PRESENTATION

1. A PROCLAMATION DECLARING FEBRUARY 2023 AS NATIONAL BLACK HISTORY MONTH IN THE CITY OF ELGIN

Documents:

[BLACK HISTORY MONTH PROCLAMATION FEBRUARY 2023.PDF](#)

VIII. CITY MANAGERS REPORT

1. Report On City Of Elgin Response To Impacts Of Winter Storm Mara

Documents:

[EXSUMMARY - MARA REPORT.PDF](#)

2. Planning & Zoning Commission (PZC) Quarterly Report

Documents:

[STAFF REPORT.PDF](#)

3. Quarterly Investment Report- 1st Quarter

Documents:

[FY22-23 1ST QS INVESTMENT REPORT.PDF](#)
[EX SUMMARY - QUARTERLY INVESTMENT REPORT.PDF](#)

4. General Activity Report And/Or Project Update

Documents:

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

IX. CONSENT AGENDA

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

1. City Council Regular Meeting Minutes - January 17, 2023

Documents:

[EX SUMMARY - JANUARY 17, 2023 REGULAR MEETING MINUTES.PDF](#)
[1-17-2023 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

EXSUMMARY - AUTH EPD FGMA.PDF
EPD STATION RESOLUTION.PDF
INVOICE - CITY OF ELGIN NEW POLICE STATION.PDF

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE DESIGN PLANS RELATED TO THE PISTOL HILL WATER TANKS AND SCADA PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

Documents:

EX SUMMARY - PISTOL HILL AND SCADA PLANS APPROVED.PDF
RESOLUTION SCADA PISTOL HILL.PDF

X. NEW BUSINESS

1. A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND ST. DAVID'S FOUNDATION FOR A GRANT TO SUPPORT THE EXPANSION OF VETERANS MEMORIAL PARK.

Documents:

EXSUMMARYRESSTDAVIDSFUNDATIONGRANTVETERANSPARKEXPANSION272023.PDF
RESOLUTIONSTDAVIDSFUNDATIONGRANT272023.PDF
VETERANSMEMORIALPARKEHXBIT02022023.PDF
SDFGRANTVETERANSPARKEXPANSION.PDF

2. AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II WEEDS, WILD GROWTH, AND UNSANITARY CONDITIONS; REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

Documents:

NEW COUNCIL COVERSHEET.PDF
ORDINANCE COMBINED PACKET.PDF

3. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 6, 2023 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

Documents:

EX SUMMARY-ELECTION.PDF
ORD20230207 CALLING GENERAL ELECTION.PDF
SPANISH-ORD20230207 CALLING GENERAL ELECTION.PDF
2023 ELECTION SERVICES AGREEMENT.PDF
EA CONTRACT FOR MAY 6, 2023 COE.PDF
2023 ELECTION SERVICES AGREEMENT CITY OF ELGIN.PDF

4. Home Town Heroes

Documents:

EX SUMMARY-HOMETOWN HERO PROGRAM.PDF

5. A Request Of Council To Begin Discussion On Revising And Amending The Current City Code Of Ordinances Pertaining To Accessory Dwelling Units (ADUs) Or Garage Apartments - Councilmember Cifuentes

Documents:

[EX SUMMARY - GIBSON ITEM.PDF](#)

XI. EXECUTIVE SESSION

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

XII. RECONVENE

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

XIII. ANNOUNCEMENTS

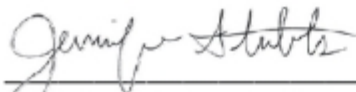
XIV. ADJOURMENT

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

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

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3222. Please provide forty-eight hours notice when feasible.

I, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, February 3, 2023, in accordance with Chapter 551 of the Texas Government Code.



Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public hearing on an Ordinance amending Ch. 16, Art. II Weeds, Wild Growth, & Unsanitary Conditions; revised Code of Ordinances, City of Elgin, Texas; repealing all other ordinances in conflict therewith; and provide for a savings clause.

DEPARTMENT: Development Services.

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

BACKGROUND: None.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: None.

ATTACHMENTS: None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing to review performance and obtain comments regarding its 2021 Texas CDBG Program Community Development Contract #7220042

DEPARTMENT: Community Services

PROPOSED ACTION: Conduct Public Hearing

BACKGROUND: GrantWorks the contractor providing administration services for the 2021 Texas CDBG Program Community Development Contract #7220042 will provide performance review for this project which included building sidewalks on Central Avenue from Main Street to Avenue A, on Depot Street from Avenue A to Avenue B and on Avenue A, B, and C from Central Avenue to Depot Street.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approval of the proclamation.

ATTACHMENTS:

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

A PROCLAMATION DECLARING FEBRUARY 2023 AS NATIONAL BLACK HISTORY MONTH IN THE CITY OF ELGIN

Whereas, the month of February has been designated Black History Month by every sitting President of the United States since 1976. What began as a week celebration and observance has been expanded to the whole month. It is a time that we recognize the invaluable role African Americans have played in every aspect of our nation's history and story. This year's theme "**Black Resistance**" is a testimony of how far we have come and still how far we must go. Without *black resistance* we would not have the educational opportunities that currently exist for all students; without *black resistance* there would never have been Black President of these United States; without *black resistance* there would not a Black Vice President of these United States; without *black resistance* there would never have been a Black Mayor of our small town, Elgin, Texas; without *black resistance* we would not only be able to sit wherever we want to sit but now we own the bus; without *black resistance* schools would still be separate and not equal. It is only through *black resistance* can we truly be the "land of the free and the home of the brave."

Whereas, during Black History Month, the NAACP Elgin Branch Number 6174, the Elgin Juneteenth Organization, Elgin Pastors, Ministers, and the City of Elgin pause to recognize, celebrate, and remember the history and contributions of African Americans, as well as the legacy of Black contributors, scholars, and icons in the city of Elgin, and,

Whereas, the city of Elgin in honor of the Sesquicentennial revealed the Black Icons mural, recognizes Harvey Westbrook, Annie Lee Haywood, S. H. McShan, Dorothy McCarther and Monty Joe Thomas, a kickoff for 2023 Black History theme...*black resistance*, and

Whereas, Sister Gwendolyn Lee Johnson, known as 'Ms. Gwen', church clerk of Mount Moriah Missionary Baptist Church, Reverend Steven Ward, Pastor, will be honored on February 4th at ten o'clock the morning, at the Firewild, located at 201 North Main Street, with the ***Hatitute Salutes Event***, in recognition of her unwavering contribution to her community and years served as a city wide volunteer, and,

Whereas, on Saturday, February 25th, the MLK Scholarship Committee will present the City-Wide Black History Program, with keynote speaker, Mr. James Bryant, Elgin High School Class of 1966

Reflecting on both the **history** and teachings of African Americans, and to focus on the progress, richness, and diversity, and,

Whereas, local churches will present Black History programs throughout the month; and,

Therefore, as we focus on the ongoing struggle, *black resistance*, will and shall overcome; and,

NOW, THEREFORE, I, Theresa McShan, Mayor of Elgin, Texas, by the authority vested in me by the citizens of city of Elgin, do hereby proclaim February 2023 as National African American History Month in the city of Elgin. I call upon public officials, educators, librarians, and all the citizens to observe this month by participating and supporting all festivities celebrating the proud heritage of African Americans.

Theresa Y. McShan, Mayor
City of Elgin, Texas



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Report on City of Elgin response to impacts of Winter Storm Mara

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed, requested, or believed necessary at this time; This item is for a briefing of the City Council response to the Winter Storm Mara event.

BACKGROUND:

This item is for an informational report and general discussion of the City's response to Winter Storm Mara that hit the Elgin area early February 1, bringing with it a heavy layer of ice that weighed down power lines and shattered tree limbs that, in turn, triggered widespread outages.

Reports have placed the number of outages at about 430,000 at peak, with the worst of the outages happening in Travis County, where the state capital of Austin is located.

As of Thursday, outage maps showed about 173,000 people without electricity in Travis County. Tyler, Waco and Denton also reported significant numbers of outages.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and discussion of City response to impacts of Winter Storm Mara; and direction to staff, if any, regarding same.

ATTACHMENTS:

None

{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.



Development Services Department

STAFF REPORT

Planning & Zoning Commission (PZC) Quarterly Report

Date: January 23, 2023

SUMMARY OF ACTIVITIES FROM OCTOBER 2022 – JANUARY 2023 MEETINGS

October 2022

- A. 518 S. Ave D Rezoning (Project #202200122) – R-2 to C-2 on 0.602 acres of land – PZC recommended approval.
- B. Briarwood Preliminary Plat (Project #202200094) – Covers entire development consisted of 804 lots on 205.433 acres of land – PZC approved.
- C. Trinity Ranch Phase 2 Preliminary Plat (Project #202200088) – Covers Phase 2 only, consisted of 716 lots on 148.37 acres of land – PZC approved.
- D. Burleson Creek Estates Subdivision Variance (Project #202200132) – Removal of 15' pass through mid-block for blocks exceeding 1,000 feet in length for proposed subdivision – PZC approved.
- E. Burleson Creek Estates Concept Plan (Project #202200103) – Covers entire development consisting of 30 lots on 52.814 acres of land on BCAD parcel #15693 (north of City on Red Town Rd.) – PZC approved.

November 2022

- A. Elm Creek NW Phase 1 Final Plat (Project #202101730) – Covers Phase 1 only, consisted of 223 lots on 37.253 acres of land – PZC approved.
- B. Lot 1 CMC Elgin Southside 290 Replat (Project #202200097) – Merging of two (2) lots into one (1) lot in differing subdivisions on BCAD parcels 11943 & 111936 (along Roy Rivers Rd.) – PZC approved.
- C. Replat of Elgin Business Park II, Lot I, Block A (Project #202200164) – Splitting of one (1) lot into two (2) lots on BCAD parcel 8705606 (along Roy Rivers Rd.) – PZC approved.
- D. 1212 N. Main St. Specific Use (Project #202200146) – Allowance of a bed and breakfast on property – PZC recommended approval.
- E. Election of Chair & Vice-Chair for 2023 – Reelected Tony Prete (C) and Ronnie Creppon (VC).

December 2022

- A. Harvest Ridge Amended Preliminary Plat (Project #202200116) – Amending numerous lots within the Plat to add a school site, edit road configurations, edit lot configurations, and increase total lot count from 1,158 to 1,166 on TCAD parcels 358761, 965056, & 965082 & BCAD parcel 15378 – PZC approved.
- B. Harvest Ridge Section 7 (Final Plat) (Project #202200141) – Plat Pond View Dr. right-of-way for access to school lot on 0.530 acres of land on BCAD 15378 – PZC approved.

January 2023

- A. Elm Creek NW Phase 2 (Final Plat) (Project #202200135) – Covers Phase 2 only, consists of 217 lots on 58.590 acres of land – PZC approved.
- B. An Ordinance amending Ch. 16, Article II, Weeds, Wild Growth, & Unsanitary Conditions – Covers proposed Staff suggested updates and changes to this Code – PZC recommended approval.
- C. Review, discuss, and provide input on Ch. 46 Zoning Code Changes – Review in detail proposed Staff suggested updates & changes to this Code. No PZC action.

PROPOSED ACTIVITIES FROM FEBRUARY 2023 – APRIL 2023 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as City Code changes, rezonings, specific uses, concept plans, preliminary plats, final plats, re-plats, plat vacations, & subdivision variances.

RECOMMENDED COUNCIL ACTION

None.

1st Quarter Investment Report- Fiscal Year 2022-2023

OPERATING ACCOUNTS -

Financial

<u>Institution</u>	<u>Fund</u>	<u>Account Name</u>	Beginning <u>10/1/2022</u>	Deposits/(Withdrawals)			Total Deposits / (Withdrawals)	Interest			Total Interest	Ending <u>12/31/2022</u>	Int. Rate
				<u>October</u>	<u>November</u>	<u>December</u>		<u>October</u>	<u>November</u>	<u>December</u>			
First National Bank	999	Main Checking	4,649,598.25	(516,871.56)	1,576,938.41	2,095,340.76	3,155,407.61	12,579.82	17,128.53	23,444.97	53,153.32	7,858,159.18	4.45%
	110	Police Seizure Chapter 59	5,403.13	-	-	-	-	15.45	17.86	20.24	53.55	5,456.68	
	110	Money Market General Operations	184.16	-	-	-	-	0.52	0.61	0.67	1.80	185.96	
		Sub-toal	<u>4,655,185.54</u>				<u>3,155,407.61</u>				<u>53,208.67</u>	<u>7,863,801.82</u>	
		TOTAL - DEPOSITS	<u>4,655,185.54</u>				<u>3,155,407.61</u>				<u>53,208.67</u>	<u>7,863,801.82</u>	

CAPITAL IMPROVEMENT FUNDS

<u>Financial Institution</u>	<u>Fund</u>	<u>Account Name</u>	Beginning <u>10/1/2022</u>	<u>October</u>	<u>November</u>	<u>December</u>	Total of Deposits / (Withdrawals)	<u>October</u>	<u>November</u>	<u>December</u>	Interest	Ending <u>12/31/2022</u>	WAM*
Logic	150	CO Series 2015- Proceeds	1.67	-	-	-	-	-	-	-	-	1.67	
	250	CO Series 2016 - Proceeds	2,767,444.56	-	-	-	-	7,324.77	8,960.81	10,245.70	26,531.28	2,793,975.84	
	210	CO Series 2019A - Proceeds	301,409.12	-	-	-	-	797.75	975.92	1,115.88	2,889.55	304,298.67	
	430	CO Series 2019B(TIRZ) Proceeds	148.64	-	-	-	-	0.35	0.52	0.58	1.45	150.09	
	110	General Fund Reserves	10,577,826.70	-	-	-	-	27,996.95	34,250.36	39,161.46	101,408.77	10,679,235.47	
	110	Unencumbered Reserves	252,045.70	-	-	-	-	667.11	816.10	933.12	2,416.33	254,462.03	
	210	CO Series 2021 - Proceeds	6,178,724.48					16,353.06	20,006.32	22,875.03	59,234.41	6,237,958.89	
	110	CLFRF Proceeds	1,287,824.57	-	-	-	-	3,408.58	4,169.90	4,767.82	12,346.30	1,300,170.87	
	150	CO Series 2021A	<u>11,128,316.42</u>					29,453.76	36,032.82	41,199.48	106,686.06	11,235,002.48	
		Sub-total	<u>32,493,741.86</u>				<u>-</u>				<u>311,514.15</u>	<u>32,805,256.01</u>	4.33%
		TOTAL - INVESTMENTS	<u>32,493,741.86</u>				<u>-</u>				<u>311,514.15</u>	<u>32,805,256.01</u>	
		TOTAL - DEPOSITS AND INVESTMENTS	<u>37,148,927.40</u>				<u>3,155,407.61</u>				<u>364,722.82</u>	<u>40,669,057.83</u>	

* Weighted Average to Maturity (WAM)

Belen Peña

Finance Director



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Quarterly Investment Reports-1st Quarter

DEPARTMENT: Finance

PROPOSED ACTION: Review and Accept Reports

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

Reports will include the following: 1.) For each pooled fund group: a beginning book value and market value, book and market value additions and changes, and ending book and market value. 2.) The book value and market value of each investment at the beginning and end of the period by type of asset and fund type invested. 3.) The maturity date of each investment. Detailed and summary reports will be prepared and presented to the City Council and Mayor not less than quarterly. The attached Report complies with this requirement of the ACT and the City's Investment Policy.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Review and Accept Reports

ATTACHMENTS: Quarterly Investment Reports

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes – January 17, 2023

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Regular Meeting Minutes- January 17, 2023

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the City Council Regular Meeting Minutes- January 17, 2023

ATTACHMENTS: Minutes

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

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

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

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

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
JANUARY 17, 2023

CALL TO ORDER

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

Roll Call

Present:

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

Absent:

Skyler Maldonado, Council Member

Mayor McShan called roll call and stated that Ms. Casnovsky would be late. Mayor Pro Tem Brashar made a motion to excuse Mr. Maldonado. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Amy Miller, Community Services Director
Michael Gonzalez, Public Works Director
Belen Pena, Finance Director
Kaley Frye, Assistant Director EDC
Pam Sanders, HR Director
Sonia Browder, Media Specialist

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 COMMENT

Courtney Paris, 506 Lexington Road, stated that she read an article about the new bar opening. She stated the article addressed some permitting delays. She asked for improvements and an assessment of ATS. Ms. Paris asked the Council Members to keep citizens updated and informed.

Krista Marx, 208 E. 8th Street, stated that she is the President of the Elgin Arts Association and thanked the city for supporting the nonprofits in this community. She stated that Elgin Arts is about nurturing the arts in Elgin, the artists, and those who love art. She stated this organization adds another dimension to the activities that are in town.

PRESENTATION

1. A PROCLAMATION DECLARING MARCH 1, 2023, AS MARY CHRISTIAN BURLESON DAY IN THE CITY OF ELGIN

Mayor McShan read the proclamation and presented it to members of the Mary Christian Burleson Foundation Committee.

CITY MANAGER'S REPORT

1. Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2022-23 Annual Operating Budget

Mr. Mattis stated that applications were accepted, and an ad hoc committee was formed to make a recommendation to Council at large. He stated that \$50k was the amount allocated. In years past, the city has invested 273 thousand dollars to nonprofits in Elgin. Mr. Mattis stated that the money is already budgeted. Discussion followed. Mr. Rodriguez made a motion to approve the recommendations. Mr. Swain seconded the motion. All voted in favor. The motion was carried.

2. Review And Approval Of FY2022-23 Annual Budget Vehicle And Equipment Expenditures

Mr. Mattis stated that staff went through the updated lists of vehicle requests. Mr. Mattis stated that this money is already allocated in the budget. He stated this item is to make Council aware. Mr. Dennis made a motion to accept the changes. Mr. Callahan seconded the motion. All voted in favor. The motion was carried.

3. Update On 2021 Certificates Of Obligation - Capital Investment Program

Mr. Mattis stated that more than half of the projects are completed. Ms. Casnovsky arrived at 6:50 p.m. He stated that all utility projects are moving forward. He stated staff should hear next month about the million-dollar grant. Mr. Mattis stated that the FM1100 Project is waiting on the Texas Department of Transportation (TxDOT) and that Spectrum/Oncor has been worked out with the County Line Road Project. He stated that completion should be in the next 30 to 60 days. He provided updates on the other projects and stated that the Police Department is delayed a bit but the budgeted numbers are correct. There were no questions or comments from the Council.

4. General Activity Report and/or Project Update

Mr. Mattis stated there was a great turnout at Saturday's mural dedication and at the Martin Luther King Jr. March yesterday.

CONSENT AGENDA

1. City Council Regular Meeting Minutes January 3, 2023

The minutes passed on the consent agenda.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CSA CONSTRUCTION, INC FOR REPAIRS TO THE ELM CREEK LIFT STATION FORCE MAIN AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution passed on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution passed on the consent agenda.

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

NEW BUSINESS

1. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, ADOPTING A PROCUREMENT/PURCHASING POLICY & PROCEDURES MANUAL AND PETTY CASH TO BE EFFECTIVE JANUARY 18, 2023, AND PROVIDING FOR RELATED MATTERS

Mr. Mattis stated that this was a formality for the Council. He stated that the new Finance Director brought this in and was requested by the staff. Mr. Mattis stated that the city has worked on this with the auditors through the years. Mr. Rodriguez made a motion to approve the resolution. Mayor Pro Tem Brashar 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

The City Council did not retire into Executive Session.

ANNOUNCEMENTS

Ms. Miller stated that there was a great turnout this weekend. Mr. Dennis stated that election applications open tomorrow through February 17th.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:10 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: City Manager/EPD

PROPOSED ACTION: Approval of a Resolution authorizing the City Manager to remit payment for professional services fees in the amount of \$50,672.13 for the month of December as associated with the City of Elgin Police Station Project.

BACKGROUND:

Last year, the City Council approved the issuance the 2021A Certificates of Obligation (CO) in the total amount of approximately \$12.5M to provide funding for a wide range of capital improvement projects, including funding to construct a new City of Elgin Police Department (EPD) Station.

Previously, the City Council, upon recommendation of the EPD Station Building Committee, authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the project and the engagement of FGM Architects Inc. to provide engineering and design services as part of the CMAR team.

These fees are for Programming/Schematic Design and for traveling fees as a part of the contract previously approved by the City Council.

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 the City Manager to remit payment for professional services fees associated with the City of Elgin Police Station Project.

ATTACHMENTS: (1) Resolution (2) Invoice

{ } 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 THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO APPROVE
PROFESSIONAL SERVICES FEES WITH FGM
ARCHITECTS INC. RELATED TO THE ELGIN POLICE
DEPARTMENT STATION PROJECT; 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 (EPD) Station (“Project”); and,

WHEREAS, the City Council, upon recommendation of the EPD Station Building Committee, has previously authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the Project and the engagement of FGM Architects Inc. to provide engineering and design services as part of the CMAR team, and;

WHEREAS, FGM Architects Inc. have submitted an invoice to the city for professional services charges related to the Elgin Police Department Station Project.

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 a dollar amount of \$50,672.13 for the month of December for professional services fees associated with the City of Elgin Police Department Station Project.

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 *FY22-23 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 7th day of February 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

FGMARCHITECTS

Elgin TX, City of
P.O. Box 591
Elgin, TX 78621

January 17, 2023

Invoice No: 22-3415.01 - 8

Project 22-3415.01 Elgin TX New Police Station
Professional Services from November 26, 2022 to December 30, 2022
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Initial Conceptual Design	35,430.00	100.00	35,430.00	35,430.00	0.00
Programming/Schematic Design	40,522.00	100.00	40,522.00	40,522.00	0.00
Design Development	101,270.00	100.00	101,270.00	101,270.00	0.00
Construction Documents	202,540.00	25.00	50,635.00	0.00	50,635.00
Bidding	25,318.00	0.00	0.00	0.00	0.00
Construction Administration	101,270.00	0.00	0.00	0.00	0.00
Total Fee	506,350.00		227,857.00	177,222.00	50,635.00
Total Fee					50,635.00

Reimbursable Expenses

Mileage, tolls and misc.

37.13

Total Reimbursables

37.13

37.13

TOTAL CURRENT INVOICE \$50,672.13

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Basic Services	50,635.00	177,222.00	227,857.00		
Expense	37.13	1,494.97	1,532.10		
Totals	50,672.13	178,716.97	229,389.10	178,716.97	50,672.13

Please remit to:

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook IL 60523-2109

630.574.8300

Billing Backup

Tuesday, January 17, 2023

FGM Architects Inc.

Invoice 8 Dated 1/17/2023

11:43:45 AM

Project	22-3415.01	Elgin TX New Police Station
---------	------------	-----------------------------

Reimbursable Expenses

Mileage, tolls and misc.

EX	0019214	12/14/2022	Galloway, Jr., Bob / HRB Meeting / 54.00 miles @ 0.625	37.13
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Total Reimbursables	37.13	37.13
----------------------------	--------------	--------------

Total this Project	\$37.13
---------------------------	----------------

Total this Report	\$37.13
--------------------------	----------------

Please remit to:

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook IL 60523-2109

630.574.8300



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City of Elgin, authorizing the City Manager to approve design plans related to the Pistol Hill water tanks and the SCADA projects.

DEPARTMENT: Grants

PROPOSED ACTION: The 100% Design Plans for the CDBG MIT – 2016 State – Elgin GLO-22-082-009-D207 Pistol Hill Water Tanks and the TDA-SCADA Projects be approved by City Manager.

BACKGROUND: The City has approved the replacement and upgrade of existing ground water storage tank and associated booster pump facilities; project includes demolition of existing 437,000-gallon concrete ground storage and construction of a new 1,000,000-gallon steel ground storage tank and replacement of all existing booster pumps; this project has supported funds from the General Land Office (GLO) grant; as well as the City has approved the Installation of a central communications/server SCADA, and the installation of monitoring, control, and communications equipment at thirteen (13) remote facilities; this project has supported funds from the Texas Department of Agriculture (TDA) grant.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: Rebekah Grimm Date: 02/06/2023

RECOMMENDATION: Approval of the related plans for both projects.

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE DESIGN PLANS RELATED TO THE PISTOL HILL WATER TANKS AND SCADA PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the City has approved the replacement and upgrade of existing ground water storage tank and associated booster pump facilities; project includes demolition of existing 437,000-gallon concrete ground storage and construction of a new 1,000,000-gallon steel ground storage tank and replacement of all existing booster pumps; this project has supported funds from the General Land Office (GLO) grant; and

WHEREAS, the City has approved the Installation of a central communications/server SCADA, and the installation of monitoring, control, and communications equipment at thirteen (13) remote facilities; this project has supported funds from the Texas Department of Agriculture (TDA) grant; and

WHEREAS, there is a need for the City of Elgin, City Council; to approve 100 % design Plans related to the CDBG MIT 22-082-009-D207, Pistol Hill Water Tanks and SCADA Project; and

WHEREAS, the City of Elgin must approve 100% Design Plans related to the CDBG MIT GLO-22-082-009-D207, Pistol Hill Water Tanks and TDA-SCADA Project;

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

The 100% Design Plans for the CDBG MIT – 2016 State – Elgin GLO- 22-082-009-D207 Pistol Hill Water Tanks and the TDA-SCADA Project are now hereby approved.

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

APPROVED this 7th day of February 2023.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND ST. DAVID'S FOUNDATION FOR A GRANT TO SUPPORT THE EXPANSION OF VETERANS MEMORIAL PARK.

DEPARTMENT: Community Services

PROPOSED ACTION: Discussion and Possible Action.

BACKGROUND: The City of Elgin was selected to receive a \$300,000 grant from the St. David's Foundation for the expansion of Veterans Memorial Park in 2023. The City has received 30% construction plans for the park expansion from Studio 1619 and they are on schedule to complete 100% construction plans over the next 60 days for the 200 block, also known as Block A. The City plans to go to bid for Block A in April 2023. City Council has approved and the City has ordered the Kompan play equipment for Block A and the city approved closing Avenue B from Depto Street to Central Avenue to vehicular traffic. This closure will be implemented with construction. Construction is being coordinated with the Elgin Police Department construction. The sidewalks for the Veterans Memorial Park Expansion are substantially complete and the final public hearing for the grant is set for February 7 with the council meeting. The Historic Review Board, Parks Board, and Main Street Board receive regular updates on the park expansion. The HRB is scheduled to meet in February and review these updated plans and materials such as the fencing, and benches.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION: Approve Resolution authorizing the city manager to execute a contract between the City of Elgin, Texas (city) and St. David's foundation for a grant to support the expansion of Veterans Memorial Park.

ATTACHMENTS:

- {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.

RESOLUTION NO: _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF ELGIN, TEXAS (CITY) AND ST. DAVID'S FOUNDATION FOR A GRANT TO SUPPORT THE EXPANSION OF VETERANS MEMORIAL PARK .

WHEREAS, the City was selected for a St. David's Foundation grant to support the expansion of Veterans Memorial Park; and

WHEREAS, the City of Elgin will be implementing the first phase of the Veterans Memorial Park expansion in 2023; and

WHEREAS, the grant is essential to the implementation of phase 1 of the park expansion; and

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY OF ELGIN, TEXAS, AS FOLLOWS: The City Manager is authorized to execute contractual documents between St. David's Foundation and the City for the expansion of Veterans Memorial Park.

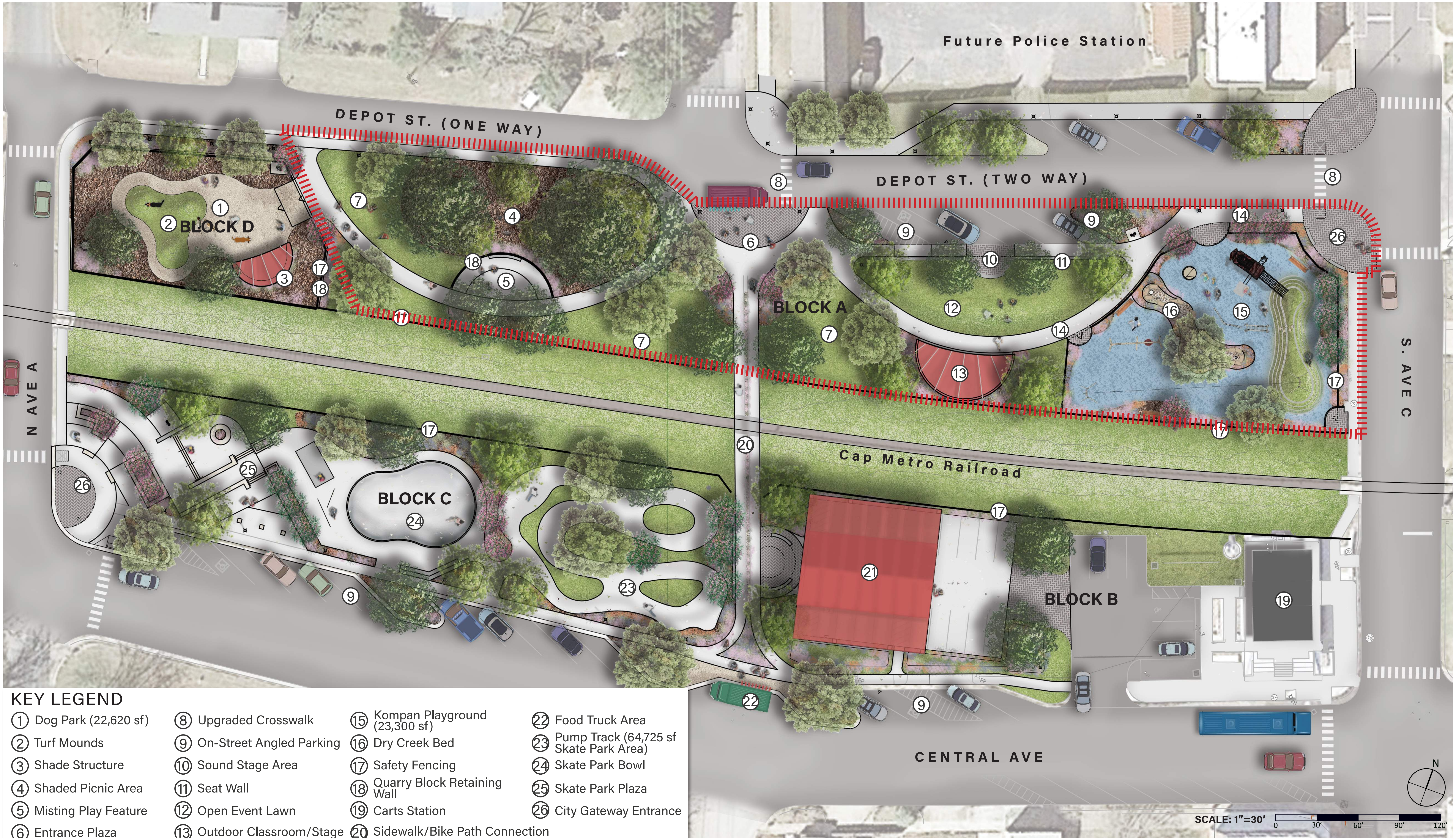
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS ON THIS 7TH DAY OF FEBRUARY 2023

THERESA Y. MCSHAN, Mayor

City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

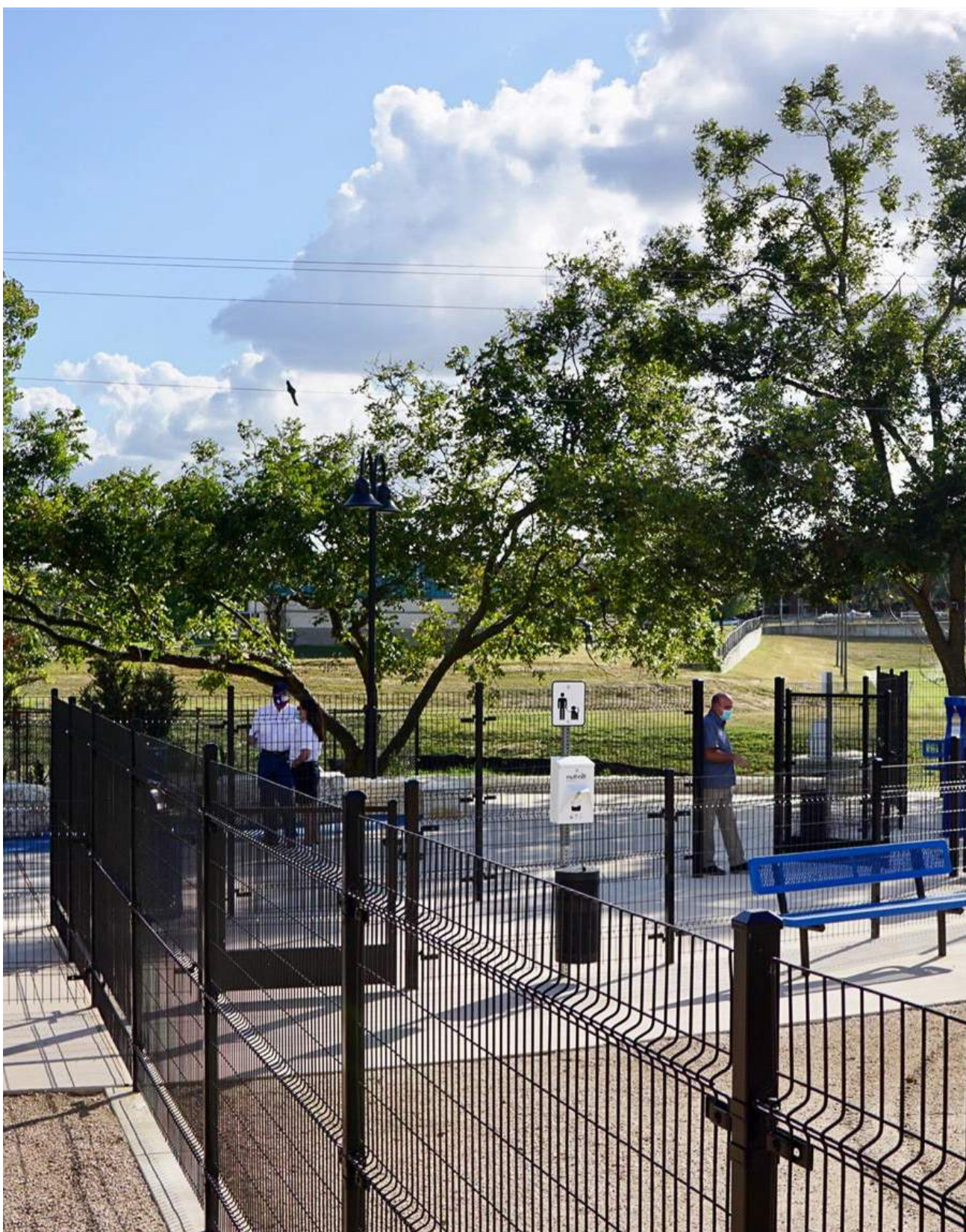


KEY LEGEND

- | | | | |
|------------------------|----------------------------|----------------------------------|--|
| ① Dog Park (22,620 sf) | ⑧ Upgraded Crosswalk | ⑮ Kompan Playground (23,300 sf) | ⑳ Food Truck Area |
| ② Turf Mounds | ⑨ On-Street Angled Parking | ⑯ Dry Creek Bed | ㉑ Pump Track (64,725 sf Skate Park Area) |
| ③ Shade Structure | ⑩ Sound Stage Area | ⑰ Safety Fencing | ㉒ Skate Park Bowl |
| ④ Shaded Picnic Area | ⑪ Seat Wall | ⑱ Quarry Block Retaining Wall | ㉓ Skate Park Plaza |
| ⑤ Misting Play Feature | ⑫ Open Event Lawn | ㉔ Carts Station | ㉕ City Gateway Entrance |
| ⑥ Entrance Plaza | ⑬ Outdoor Classroom/Stage | ㉖ Sidewalk/Bike Path Connection | |
| ⑦ Flexible Turf Areas | ⑭ 10' Concrete Sidewalk | ㉗ Multi-Use Pavilion (18,000 sf) | ⋮ Block A (Phase 1) Limits |

Revised Concept Plan

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Concept Imagery



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OMEGA II FENCE SYSTEM



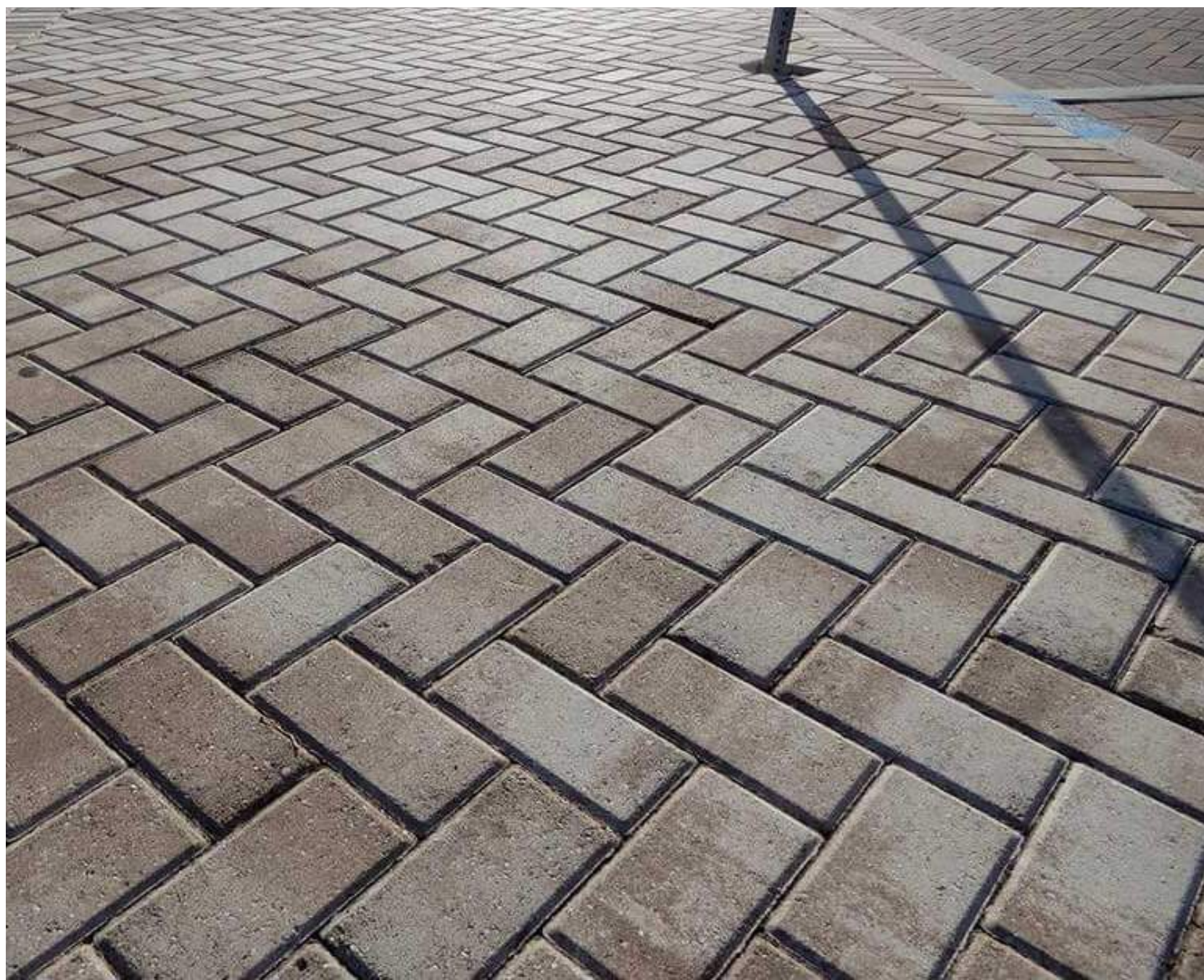
OMEGA II FENCE SYSTEM



BRICK SEAT WALL



LIMESTONE BLOCK WALL



**BRICK PAVERS AT PLAZAS/
ENTRANCES**



**AVE B SIDEWALK CONNECTION
BETWEEN BLOCKS**



MULTI-USE PAVILION



MISTING PLAY FEATURE

Disclaimer:
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STREET LIGHTING FIXTURE



**PEDESTRIAN SCALE
LIGHTING FIXTURE**



**PEDESTRIAN SCALE
LIGHTING FIXTURE**



**WATER FOUNTAIN W/ DOG
BOWL OPTION, COLOR TBD**



**6' PICNIC TABLES, COLOR
TBD**



BENCH, COLOR TBD



**SWINGING BENCH, COLOR
TBD**



**TRASH RECEPTACLES,
COLOR TBD**

Material Imagery

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

January 25, 2023

Thomas Mattis
City of Elgin Parks and Recreation Department
310 N. Main St.
Elgin, Texas 78621

Dear Thomas Mattis,

St. David's Foundation is pleased to make a **\$300,000** contribution to the City of Elgin Parks and Recreation Department **Veterans' Memorial Park Expansion Project – Block A** for 2022 (the "Contribution"). The Foundation is looking forward to working with City of Elgin Parks and Recreation Department to fulfill the mission and goals of the Foundation and assist you in your worthy mission.

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

We look forward to working with you during the coming year.

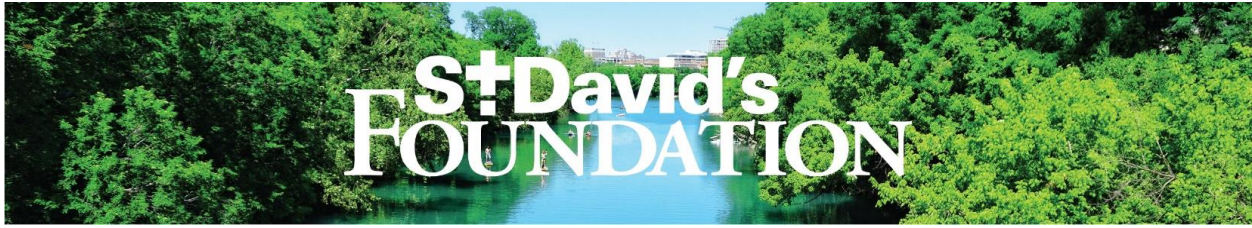
Sincerely,

DocuSigned by:

Regan Gruber Moffitt

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Regan Gruber Moffitt
Vice President of Community Investments of St. David's Foundation



Building the healthiest community in the world.

GRANT AGREEMENT

DATE: **1/25/2023**

GRANT PARTNER (LEGAL NAME): **City of Elgin Parks and Recreation Department**

GRANT PARTNER (DBA): **City of Elgin Parks and Recreation Department**

GRANT AMOUNT: **\$300,000**

GRANT PERIOD: **1/1/2023-12/31/2023**

SDF PROGRAM AREA: **Rural**

St. David's Foundation and City of Elgin Parks and Recreation Department are entering into this Grant Agreement to establish the terms and conditions of a \$300,000 contribution to Veterans' Memorial Park Expansion Project – Block A (the "Contribution"). By executing the acknowledgement below and accepting periodic payments pursuant to this Agreement, City of Elgin Parks and Recreation Department agrees that the Contribution will be used in strict accordance with this Agreement and that all of the terms and conditions of this Agreement will be met or exceeded.

Grant Terms and Conditions

A. TERM.

The term of this Agreement is from 1/1/2023 to 12/31/2023.

B. SCOPE OF WORK

With this grants, City of Elgin Parks and Recreation Department will:

- Match public and private resources to support the construction of Block A of Veteran's Memorial Park by October 2023

C. PURPOSE AND ADMINISTRATION.

The purpose of the Contribution is to provide funding in the amounts set forth in Exhibit A. Expenditures must conform to the specific line item in the budget as approved. Grantees that anticipate significant changes in their project work plan, including any budget modifications that would require a transfer from a specific category in the budget that is at least 20% of that category or that exceeds \$50,000 should contact the Program Officer assigned to the grant. Any such changes must be approved by the Program Officer and noted in the request budget vs. actual report.

D. SPECIAL REQUIREMENTS.

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

E. EXEMPT STATUS.

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

F. FINANCIAL STATEMENTS.

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

G. RECIPIENT'S REPORTING OBLIGATION.

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

H. FOUNDATION SITE VISITS.

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

I. LEARNING AND EVALUATION.

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

J. PUBLICITY.

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

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

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

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

K. RELATIONSHIP OF THE PARTIES.

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

Contribution creates an obligation on the part of the Foundation to continue funding of the Recipient or its programs.

L. TERMINATION PROVISION

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

M. MISCELLANEOUS.

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

If to Contributor:

aasante@stdavidsfoundation.org

rmoffitt@stdavidsfoundation.org

If to Recipient:

Elizabeth.marzec@elgintexas.gov

Amy.miller@elgintexas.gov

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

Accepted and Agreed:

Thomas Mattis
City Manager
City of Elgin Parks and Recreation Department

Date

DocuSigned by:

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1/25/2023

Regan Gruber Moffitt
Vice President of Community Investments
St. David's Foundation

Date

EXHIBIT A
Distribution of Funds

City of Elgin Parks and Recreation Department
310 N. Main St.
Elgin, Texas 78621

Tax ID # 746000822

**2022 Contribution to City of Elgin Parks and Recreation Department for project Veterans' Memorial
Park Expansion Project – Block A**

Program Officer: Abena Asante

Payment schedule:

Amount of grant for **2022** financial year: **\$300,000**

Schedule Date	Amount	Notes	Status
2/1/2023	\$300,000		Scheduled

General Requirements:

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

For Accounting Use:	RECORD ID:	4217
Check Payable to:	City of Elgin Parks and Recreation Department	
Strategic Priority:	Rural	
Grant Type:	Capital	
CEO Approval:	12/21/2022	
Special Instructions for Accounting:		
CEO/ED Email: Thomas Mattis, Thomas.mattis@elgintexas.gov		
Approved for payment: DocuSigned by:  6B73C3F769E04E9...		

EXHIBIT B
Reports*

Final Report should be submitted to St. David's Foundation using the online grant portal, as applicable.

REPORT SCHEDULE

Final Report #1 (for services provided January – December) – ***Due by February 1, 2024***

Reporting may include:

- Narrative summary of accomplishments, challenges, and changes in financial sustainability
- Updated Budget v Actual

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

EXHIBIT C
Special Requirements

Not applicable.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II WEEDS, WILD GROWTH, AND UNSANITARY CONDITIONS; REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an ordinance amending Ch. 16, Weeds, Wild Growth, & Unsanitary Conditions.

BACKGROUND: See attached staff report.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: The Planning & Zoning Commission recommended approval of the changes at their January 23, 2023, meeting with the condition that the Board of Adjustment remain the appeal authority versus changing it to the City Manager. This change has not been incorporated into the Exhibit and would need to be included as a condition of approval by the Council, if they desire the revision.

ATTACHMENTS: Staff Report, Ordinance & Exhibit "A".

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

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

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

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



Development Services Department

STAFF REPORT

Amending of Ch. 16, Article II Weeds, Wild Growth, and Unsanitary Conditions.

Date: January 9, 2023

Hearing Dates: Planning & Zoning Commission – January 23, 2023
City Council – February 7, 2023

REQUEST SUMMARY

In review of commonly used City Codes by the Code Enforcement Division, it came to the attention of the Department that this Code has not been updated since 2016. In consultation with the City Attorney, it was decided this Code needed an update. Code standards used by other neighboring cities in the Austin Metropolitan Area have been reviewed and incorporated into these proposed changes.

The changes are as follows:

1. Sec. 16-21 Definitions: Addition of the definitions of “abate”, “building”, “city”, “person”, “premises” to assist in interpretation of the Code. Changes to the definitions of “brush”, “objectionable, unsightly, or unsanitary matter”, “refuse”, “rubbish”, & “weeds” to clarify and strengthen the definition.
2. Sec. 16-22 Unlawful accumulation: Added verbiage for clarification & makes blockage or failure to maintain a drainage easement an offense.
3. Sec. 16-23 Notice of violations: Adds clarifications and changes “building official” to “code enforcement” as enforcement authority, makes City Manager the administrative authority over determinations of compliance on appeal from Code Enforcement versus the Board of Adjustment.
4. Sec. 16-24 Notice: Changes a word to reflect new definition standards of “City”.

ORDINANCE NO. 2023-02-07-??

AN ORDINANCE AMENDING CHAPTER 16, ARTICLE II WEEDS, WILD GROWTH, AND UNSANITARY CONDITIONS; REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Council of Elgin, Texas (“City Council”) desires to update certain regulations regarding weed, wild growth, and unsanitary condition regulations; and

WHEREAS, City staff has determined that the proposed amendments better the applicable Code; and

WHEREAS, City staff has posted proper notice and conducted public hearings in accordance with state law; and

WHEREAS, City Council finds that the proposed amendments are in the best interests of the City and its residents.

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

I.

That Chapter 16, Article II revised Code of Ordinances, City of Elgin, Texas, is hereby amended as shown in Exhibit “A”.

II.

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

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

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

READ, PASSED, and ADOPTED on first (1st) reading this the 7th day of February 2023.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

EXHIBIT A

Amendments to Chapter 16, Article II of the Elgin Code of Ordinances are shown in red. Only the text in ~~red strikethrough~~ or red underline shall change.

ARTICLE II. WEEDS, WILD GROWTH AND UNSANITARY CONDITIONS¹

Sec. 16-21. Definitions.

- (a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Abate means to eliminate or remedy by removal, repair, rehabilitation, demolition, remediation, storage, transportation, disposal or other means of waste management.

Brush means scrub vegetation, ~~or~~ dense undergrowth, ~~or piles of such scrub vegetation, dense undergrowth or tree limbs that have been cut.~~

Building means a structure built for the support, shelter, or enclosure of a person, animal, chattel, machine, equipment, or other moveable property.

Carrion means the dead and putrefying flesh of any animal, fowl or fish.

City means the City of Elgin, Texas.

Filth means any matter in a putrescence state.

Garbage means all decayable wastes.

Impure or unwholesome matter means any putrescible or nonputrescible condition, object or matter which tends, may or could produce injury, death or disease to human beings.

Junk means all worn out, worthless, or discarded material, including, but not limited to, old machinery or parts of same, old iron or other metal, glass, cordage or building materials.

Objectionable, unsightly or unsanitary matter means any matter, condition or object which could attract rodents, reptiles or insects, and which is or could ~~be objectionable, unsightly or unsanitary~~ cause material distress or discomfort to a person of ordinary sensitivities.

Owner means a person having title to or claiming, occupying, or having supervision or control of real property.

Person means any individual, firm, partnership, association, business, corporation, or other entity.

Premises means all privately owned property, including vacant land or a building designed or used for residential, commercial, business, industrial or religious purposes. The term includes a yard, ground, walk, driveway, fence, porch, steps, or other structure appurtenant to the property, any easements on the property, and the area from the boundary line of the property to the paved surface of the street or curb line adjacent to the property.

Refuse means an ~~heterogeneous~~ accumulation of worn out, used up, broken, rejected, or worthless materials, and includes ~~discarded household appliances~~, garbage, rubbish, paper or litter, and other decayable or nondecayable waste, including but not limited to vegetable matter, animal carcasses, and fish carcasses.

¹State law reference(s)—Unsightly, unsanitary conditions, V.T.C.A., Health and Safety Code § 342.001 et seq.

Rubbish means non-decayable waste, including but not limited to, trash, debris, rubble, stone, fragments of building materials or other miscellaneous useless waste or rejected matter from a public or private establishment or residence.

Weeds means all rank and uncultivated vegetation growth that because of its height (12 inches or higher) is objectionable, unsightly or unsightly, creates unsanitary conditions, or become a harborage for rodents, vermin or other disease-carrying pests regardless of the height of the weeds, but excluding:

- (1) Shrubs, bushes and trees;
 - (2) Cultivated flowers and cultivated wild flowers;
 - (3) Cultivated crops.
- (b) Any word not defined herein shall be construed in the context used and by ordinary interpretation not as a word of art.

Sec. 16-22. Unlawful ~~accumulation~~actions.

(a) Unlawful accumulations. No person owning, claiming, occupying, or having supervision or control of any real property, occupied or unoccupied, within the city limits shall permit or allow any stagnant or unwholesome water, trash, filth, carrion, weeds, rubbish, brush, lumber, building materials, refuse, junk, discarded household items, machinery or garbage, or impure or unwholesome matter of any kind, or objectionable, unsightly matter of whatever nature to accumulate or remain on such real property~~the premises~~ -or within any easement area on such real property or upon any adjacent right-of-way for streets and alleys between the property line of such real property and where the paved surface of the street or alley begins. Such condition or conditions are hereby declared to be public nuisances, pursuant to V.T.C.A., Local Government Code § 217.002.

(b) Actions concerning drainage easements. Fill or block a drainage easement, fail to maintain a drainage easement, maintain a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation.

Sec. 16-23. Notice of violations.

- (a) In the event that any person fails to comply with the provisions of this article, the city ~~building official~~ code enforcement~~or his designee~~, shall give notice to such person setting forth the noncompliance with this article. Such notice shall be in writing and may be served upon such person in any one or more of the following ways:
- (1) Personally delivered to the owner in writing;
 - (2) By letter ~~addressed~~ certified mailed, with return receipt requested, to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or
 - (3) If personal service cannot be obtained:
 - a. By publication at least once in a newspaper of general circulation within the City; or
 - b. By posting the notice on or near the front door of each a building on the property to which the violation relates; or
 - c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates if there are no buildings on the premises.

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- (4) If the city mails a notice to a property owner in accordance with subsection (2) of this section, and the United States Postal Service returns the notice as "refused" or "unclaimed", the validity of the notice is not affected, and the notice is considered as served on the date that such notice was mailed.
- (b) If such person fails or refuses to comply with the demand for compliance contained in the notice, within seven days after notice or publication is served; notwithstanding any provisions of this article to the contrary, the ~~building official~~ City code enforcement officer or ~~his~~ their designee, ~~or any health officer~~ has authority to issue immediate citations to persons violating any provision of this article in the presence of said official. The ~~building official~~ City code enforcement officer ~~and the health officer~~, upon showing proper identification, are hereby authorized to enter upon any private property at reasonable times to inspect for violations of this article, and to ensure compliance with same. It shall be unlawful for any person to interfere with the ~~building official~~ City code enforcement officer ~~or his designee, or a health officer~~ in the exercise of ~~their~~ his duties under this article. If such person fails or refuses to comply with the demand for compliance contained in the notice, within seven days of the date of delivery of such notice or publication, the city may do such work or cause such work to be done to bring the real property into compliance with this article. The costs, charges and expenses incurred in doing or having such work done or improvements made to the real property shall be a charge to and personal liability of such person (called "charges"). The owner of any such ~~real estate premises~~ may appeal to the ~~board of adjustment, created in chapter 46, article II, division 3,~~ City Manager from the order of the city ~~building official~~ code enforcement officer or their designee by filing a written statement with the city secretary within seven days after receipt of the notice provided for in subsection (a) of this section, stating that such ~~real estate property~~ real estate property complied with the provisions of this article before the expiration of such seven-day period.
- (c) The ~~board of adjustment~~ City Manager shall set a date for an administrative hearing, no later than the 20th day after the date of the request by the property owner. The purpose of the hearing upon such appeal is to determine whether the real estate complied with the provisions of this article before the expiration of such seven-day period. The authority of the building official City code enforcement officer or health officer to proceed to cause such work to be done shall be suspended while an appeal from his order is pending, ~~unless an emergency health hazard requiring immediate action is determined to exist by the city manager.~~ If it shall be determined by the ~~board of adjustment~~ City Manager that the premises complied with the provisions of this article before the expiration of such seven-day period, then no personal liability of the owner shall arise nor shall any lien be created against the premises upon which such work was done. The owner may testify or present any witnesses or written information relating to the city's abatement of the weeds.
- (d) If a notice, as provided herein, is delivered to the owner of such real property, and he fails or refuses to comply with the demand for compliance within the applicable time period as herein provided, the aforementioned costs, charges and expenses shall be in addition to a charge to and personal liability of the owner, a privileged lien upon and against such real property, including all fixtures and improvements thereon. In order to perfect such lien, the ~~building official~~ code enforcement officer or ~~his~~ their designee, shall first give such owner written notice requiring compliance.
- (e) If the owner fails or refuses to make complete payment of the charges within 20 days of the delivery of the notice, the ~~building official~~ code enforcement officer or ~~his~~ their designee, shall file a written statement of such charges with the county clerk in which the real property is located, for filing in the county land records. The statement shall be sufficient if it contains the following:
- (1) The name of the owner;
 - (2) A legal description of the real property;
 - (3) The amount of the charges including interest thereon;
 - (4) A statement that all prerequisites required by this article for the imposition of the charges and the affixing of the lien have been met;

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- (5) Signed by the ~~building official code enforcement officer~~ or ~~his~~ their designee, under oath, that the statements made therein are true and correct.

The statement may also contain such other information deemed appropriate by the ~~building official code enforcement officer~~ or ~~his~~ their designee.

- (f) All charges shall bear interest at the maximum legal rate per annum from the date the city incurs the expense. The city may bring suit to collect the charges, institute foreclosure proceedings, or both. The statement, as provided herein, or certified copy thereof, shall be prima facie evidence of the city's claim for charges or right to foreclose the lien. The owner or any other person responsible as provided herein, shall be jointly and severally liable for the charges.

Sec. 16-24. Notice.

In a notice provided under this article, ~~a municipality the City~~ may inform the owner by regular mail and a posting on the property, or by personally delivering the notice, that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the municipality without further notice may correct the violation at the owner's expense and assess the expense against the property. If a violation covered by a notice under this subsection occurs within the one-year period, and the municipality has not been informed in writing by the owner of an ownership change, then the municipality without notice may take any action permitted by section 16-23 and assess its expenses as provided by V.T.C.A., Local Government Code § 342.007.

Sec. 16-25. Penalty for violations.

A person commits an offense by violating the terms of this article, and upon conviction thereof shall be punished as provided in section 1-15. Each and every day that such violation continues shall constitute a separate offense.

Secs. 16-26—16-53. Reserved.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 6, 2023 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

DEPARTMENT: City Secretary

PROPOSED ACTION: Approval of the Ordinance

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

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the Ordinance

ATTACHMENTS: Ordinance, Contract with Travis County and Bastrop County, and Joint Agreement with Bastrop County

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

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

{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. 2023-

AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 6, 2023 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

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

WHEREAS, the City Council has determined that May 6, 2023, is the appropriate date for holding the election for electing Ward 1, Ward 2, Ward 3, and Ward 4; and

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

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

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

Election Date. An election shall be held on Saturday, May 6, 2023, between the hours of 7:00 a.m. and 7:00 p.m., in accordance with the attached Order of Election, which Order is labeled as Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

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

Election Judges. The Bastrop County Elections Administrator and Travis County Elections Administrator is conducting such election for the City pursuant to the terms of an Election Services Contract. The City Council hereby appoints, for the term of such election,

the presiding election judge(s) and alternate election judge(s) as being those designated by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 2. ELECTION CLERKS.

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

Section 3. EARLY VOTING.

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

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

Applications for ballots by mail must be received no later than 5:00 p.m. on Tuesday, April 25, 2023. A completed, scanned application for a ballot by mail containing an original signature may be submitted electronically to elections@co.bastrop.tx.us.

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

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

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

Dates for Early Voting. Early voting shall commence on Monday, April 24, 2023, and continue through Tuesday, May 2, 2023, as provided by the Texas Election Code and as shown on attached exhibits.

Places for Early Voting. Early voting shall be conducted by personal appearance at the early voting polling places and temporary polling places designated by the Bastrop County Elections Administrator and Travis County Administrator approved by the Bastrop County Commissioners Court and Travis County Commissioners Court and as delineated on Exhibit "B-1" and Exhibit "B-2" attached to the Order of Election.

Times for Early Voting. During the period in which early voting is required or permitted by law, that being April 24, 2023 through May 2, 2023 the hours designated for early voting by personal appearance shall be designated in writing by the Bastrop County Elections Administrator and Travis County Elections Administrator.

Section 4. EARLY VOTING BALLOT BOARD.

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

Section 5. CUSTODIAN OF ELECTION RECORDS.

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

Section 6. CANDIDATE FILING PERIOD.

In accordance with Section 143.007 of the Texas Election Code, the first day of filing is 8:00 a.m. Wednesday, January 18, 2023 and the deadline for filing an application for a place on the ballot for this election is declared to be 5:00 p.m. Friday, February 17, 2023.

The deadline for a write-in candidate to declare candidacy is Tuesday, February 21, 2023.

Section 7. VOTERS.

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

Section 8. NOTICE.

Posting. Notice of this election, including a Spanish translation hereof, shall be given by posting the appropriate documentation on the bulletin board used for posting notices of City Council meetings, and same shall be posted not later than Saturday, April 15, 2023 and shall remain posted through Election Day.

Publication. Notice of this election, including a Spanish translation hereof, shall be published once in a newspaper of general circulation in the City, the publication to appear not earlier than April 6, 2023, nor later than April 26, 2023.

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

Section 9. VOTING DEVICES.

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

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

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

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

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

Section 10. CONDUCT ACCORDING TO STATUTES.

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

Section 11. ELECTION RESULTS.

The Bastrop County Elections Administrator and Travis County Elections Administrator shall conduct an unofficial tabulation of results after the closing of the polls on May 6, 2023. The official canvass, tabulation, and declaration of the results of the election shall be conducted by the City Council at a regular or special council meeting held in accordance with provisions of the Texas Election Code.

Section 12. MISCELLANEOUS.

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

By motion duly made, seconded, and passed with an affirmative vote of the City Council members present, the requirement for reading this ordinance was dispensed. **READ, PASSED and ADOPTED** on first reading on this 7th day of February 2023.

THERESA Y. MCSHAN
Mayor, City of Elgin, Texas

ATTEST:

JENNIFER STUBBS
City Secretary

EXHIBIT “A”

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

An election is hereby ordered to be held on Saturday, May 6, 2023, for the purpose of electing Ward 1, Ward 2, Ward 3, and Ward 4.

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

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

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

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

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

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

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

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

Applications for ballot by mail must be received no later than 5:00 pm on Tuesday, April 25, 2023.

Issued this 7th day of February, 2023.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

EXHIBIT “A-1”

BASTROP COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

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

EXHIBIT “A-2”

TRAVIS COUNTY ELECTION DAY PRECINCTS AND POLLING PLACES

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

EXHIBIT “B-1”

EARLY VOTING LOCATIONS, DATES AND TIMES - BASTROP COUNTY

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

ORDENANZA NO. 2023-

ORDENANZA DE LA CIUDAD DE ELGIN, TEXAS, QUE CONVOCA UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 6 DE MAYO, 2023 CON EL PROPÓSITO DE ELEGIR CIERTOS OFICIALES DE LA CIUDAD; PARA DESIGNAR PRECINTOS ELECTORALES Y SITIOS DE VOTACIÓN; SUMINISTRAR LA VOTACIÓN ANTICIPADA Y VOTACIÓN EN EL DÍA DE ELECCIONES; DISPONER EL DESEMPEÑO DE DEBERES ADMINISTRATIVOS REQUERIDOS; DISPONER MEDIDAS PARA LLEVAR A CABO DICHA ELECCIÓN; DISPONER LA CERTIFICACIÓN DE SISTEMAS ACCESIBLES PARA VOTAR EN CADA SITIO DE VOTACIÓN; Y DISPONER MEDIDAS PARA OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN DE LA CIUDAD.

POR CUANTO, el Consejo de la Ciudad de Elgin, Texas desea ordenar una elección general de la ciudad para los puestos de Alcalde, electo por la Ciudad en general, Concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad ha determinado que el 6 de mayo, 2023 es fecha apropiada para llevar a cabo la elección para elegir a concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4; y

POR CUANTO, el Consejo de la Ciudad desea motivar a todos los votantes registrados de la Ciudad para que voten en esta elección; Ahora, Por lo tanto,

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

Sección 1. FECHA DE LA ELECCIÓN, PRECINTOS Y SITIOS DE VOTACIÓN, Y JUECES ELECTORALES.

Fecha de la Elección. Se llevará a cabo una elección el sábado 6 de mayo, 2023 durante las horas de 7:00 a.m. a 7:00 p.m. de acuerdo con la Orden de Elección adjunta, y que dicha orden lleva el encabezado de Adjunto “A”, agregado a la presente e incorporado a la presente por referencia para todo propósito.

Precintos y Sitios de Votación. La Ciudad por lo presente designa los precintos electorales y sitios de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a del Condado de Travis, y aprobados por la Corte de Comisionados del Condado de Bastrop y la Corte de Comisionados del Condado de Travis, para la votación durante el Día de Elecciones de acuerdo con los detalles en el Adjunto “A-1” y Adjunto “A-2” agregados a la Orden de Elección e incorporados a la presente por referencia para todo propósito. Además, la Ciudad por lo presente designa los sitios de la votación anticipada y los sitios temporales para la votación que se hayan designado por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis, y Bastrop aprobados por la Corte de Comisionados del Condado de Bastrop y la Corte de Comisionados del Condado de Travis para la votación Anticipada en dicha elección de acuerdo con los detalles

en el Adjunto “B-1” y Adjunto “B-2” agregados a la Orden de Elección e incorporados a la presente por referencia para todo propósito.

Jueces Electorales. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis llevarán a cabo la elección de la Ciudad de acuerdo con los términos del Contrato de Servicios Electorales. El Consejo de la Ciudad por lo presente nombra, para que actúen durante el plazo de dicha elección al juez (jueces) presidente(s) electorales y al juez (jueces) alternos electorales que hayan sido designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis.

Sección 2. SECRETARIOS ELECTORALES.

El juez presidente electoral por lo presente es autorizado para nombrar el número de secretarios electorales necesario para asistir en la administración apropiada de la elección y dichos secretarios electorales serán votantes calificados de la Ciudad de Elgin, Texas. Si la elección es llevada a cabo por el juez presidente electoral nombrado, entonces el juez alerno electoral será nombrado a uno de los puestos de secretario. El nombramiento de dichos secretarios incluirá una persona que domine el idioma español para el puesto de secretario quien dará asistencia oral en español a cualquier votante que desea tal asistencia en los sitios de votación el día de la elección.

Sección 3. VOTACIÓN ANTICIPADA.

Secretario/a de la Votación Adelantada. El Consejo de la Ciudad por lo presente nombra a el/la Administrador/a Electoral del Condado de Bastrop para que actúe de Oficial Electoral de la Ciudad de Elgin y de Secretario/a de la Votación Anticipada. La dirección postal del/la Secretario/a de la Votación Anticipada a cual se deberán enviar las solicitudes para boletas por correo y a cual se devuelven las boletas con su voto, es la siguiente:

Kristin Miles
Administradora Electoral del Condado de Bastrop
(*Bastrop County Elections Administrator*)
804 Pecan St.
Bastrop, TX 78602

Solicitudes para boletas por correo deberán ser recibidas a no más tardar de las 5:00 p.m. el martes, 25 de abril, 2023. La solicitud para boleta por correo escaneada y llenada completamente y con firma original se puede someter electrónicamente a elections@co.bastrop.tx.us.

Los votantes en el Condado de Travis deberán enviar solicitudes para boletas por correo a:

Secretaria de la Votación Anticipada del Condado Travis
(*Travis County Early Voting Clerk*)
PO Box 149325

Austin, TX 78714-9325

Votantes del Condado de Travis pueden someter la solicitud para boleta por correo escaneada y llenada completamente y con firma original en formato electrónico a ebbm@traviscountytx.gov.

Fechas de la Votación Anticipada. La Votación Anticipada principiará el lunes, 24 de abril, 2023 y continúa hasta el martes, 2 de mayo, 2023 de acuerdo con el Código Electoral de Texas y con lo detallado en los adjuntos agregados.

Sitios de la Votación Anticipada. La votación Anticipada será llevada a cabo en persona en los sitios de votación Anticipada y en los sitios temporales de votación designados por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis y aprobados por la Corte de Comisionados del Condado de Bastrop y por la Corte de Comisionados del Condado de Travis y de acuerdo con los detalles en el Adjunto “B-1” y Adjunto “B-2” agregados a la Orden de Elección.

Horario de la Votación Anticipada. Durante el periodo en cual la votación Anticipada se requiere o se permite por ley, que será del 24 de abril, 2023 hasta el 2 de mayo, 2023; las horas designadas para la Votación Anticipada en persona serán indicadas por escrito por el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis.

Sección 4. JUNTA DE BOLETAS DE LA VOTACIÓN ANTICIPADA.

Por la presente se instituye una Junta de Boletas de la Votación Anticipada para procesar los resultados de la votación adelantada, y la Ciudad por la presente nombra al juez presidente de la Junta de Boletas de la Votación Anticipada que sea el/la mismo/a que haya sido nombrado/a por el/la Administrador/a Electoral del Condado de Bastrop y por el/la Administrador/a Electoral del Condado de Travis. Dicho juez presidente nombrará a no menos de dos (2) otros miembros calificados que actúen en dicha Junta.

Sección 5. GUARDIÁN DE RÉCORDS ELECTORALES.

De acuerdo con el Código Electoral de Texas y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis actuarán de guardián de las boletas emitidas (votadas), y el/la Secretario/a de la Ciudad de Elgin, Texas será nombrado/a guardián de todos los demás récords electorales.

Sección 6. PERIODO PARA ARCHIVAR CANDIDATURAS.

De acuerdo con la Sección 143.007 del Código Electoral de Texas, la primera fecha y hora en que se pueden archivar candidaturas será a las 8:00 a.m., el miércoles, 18 de enero, 2023 y la fecha límite para archivar la solicitud para ser apuntado en la boleta de esta elección es a las 5:00 p.m., el viernes, 17 de febrero, 2023.

Sección 7. VOTANTES.

Todo residente, votante calificado de la Ciudad tendrá el derecho de votar en la elección.

Sección 8. AVISO.

Fijar Aviso. Aviso de esta elección, incluyendo una traducción al español del mismo, será dado fijando la documentación apropiada en el tablón de boletines usado para fijar avisos de las reuniones del Consejo de la Ciudad, y el mismo será fijado a no más tardar el sábado 15 de abril, 2022 y permanecerá fijado hasta el Día de la Elección.

Publicación. Aviso de esta elección, incluyendo una traducción al español de lo mismo será publicado una vez en un periódico de circulación general en la Ciudad, y dicha publicación no será antes del 6 de abril, 2023 ni después del 26 de abril, 2023.

Autorización para la Secretaria de la Ciudad. El/la Secretario/a de la Ciudad por lo presente es autorizado/a y se le encomienda que publique y fije los avisos requeridos en la manera y durante los periodos requeridos por ley.

Sección 9. EQUIPO DE VOTACIÓN.

De acuerdo con el Código Electoral y con el Contrato de Servicios Electorales aplicable, el/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis podrán usar sistemas de votar electrónicos y aparatos/equipo de votación correspondientes para llevar a cabo la elección. El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis actualmente usan sistemas electorales y programas de software certificados por el/la Secretario/a de Estado de Texas.

El Consejo de la Ciudad de Elgin, Texas, determina lo siguiente:

La Sección 61.012, del Código Electoral de Texas desde la fecha del 1 de enero, 2006 y después ha requerido que al menos se provee un sitio de votación que sea accesible para personas discapacitadas en cada lugar de votación que se utilice en elecciones de Texas. Dicho sistema deberá cumplir con las leyes estatales y federales que estatuyen los requisitos de sistemas de votación que (i) plenamente cumplen con las leyes aplicables pertinentes a sistemas de votación accesibles para votantes discapacitados; y (ii) proveen medios prácticos y eficaces para que votantes con discapacidades físicas emitan su boleta secreta. La oficina del/la Secretario/a de Estado de Texas ha certificado que el Sistema Electoral DRE y su programa de software iVotronic es sistema de votación accesible que se permite usar legalmente en elecciones en Texas.

Las Secciones 123.032 y 123.035, del Código Electoral de Texas autorizan la adquisición de sistemas de votación por subdivisiones políticas locales y además ordena ciertos requisitos mínimos para contratos relacionados a la adquisición de dichos sistemas de votación. En su puesto de oficial electoral de la Ciudad de Elgin, el/la Administrador/a Electoral del Condado de Bastrop deberá proporcionar al menos un Sistema Electoral DRE y el programa Software

iVotronic en cada sitio de votación usado para llevar a cabo cualquier elección ordenada en la fecha del 1 de enero, 2006 o después. El Sistema Electoral DRE y el programa Software iVotronic se permitirá ser adquirido por cualquier medida legal disponible a la Ciudad de Elgin, incluyendo pero sin limitarse a alquilar o rentar del Condado de Bastrop o de alguna otra fuente legal de acuerdo con la autorización de las Secciones 123.032 y 123.035 del Código Electoral de Texas.

El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis además podrán utilizar un sitio central para contar votos de acuerdo con las provisiones del Código Electoral de Texas, Sección 127.000 *et seq.*, con sus enmiendas.

Sección 10. ADMINISTRACIÓN DE ACUERDO CON LOS ESTATUTOS.

En todo aspecto substantivo, la elección se llevará a cabo de acuerdo con provisiones aplicables del Código Electoral de Texas, de otros estatutos aplicables, y de la Carta de Autonomía de la Ciudad de Elgin.

Sección 11. RESULTADOS DE LA ELECCIÓN.

El/la Administrador/a Electoral del Condado de Bastrop y el/la Administrador/a Electoral del Condado de Travis llevarán a cabo la cuenta no oficial de los resultados después de cerrarse los sitios de votación el día 6 de mayo, 2023. El repaso oficial, la cuenta y declaración de los resultados de la elección se llevarán a cabo por el Consejo de la Ciudad en su reunión regular o especial efectuada de acuerdo con provisiones del Código Electoral de Texas.

Sección 12. MISCELÁNEO.

Las disposiciones de esta Ordenanza son divisibles; y en caso de que alguna o más de las disposiciones de esta Ordenanza o de la aplicación de la misma a cualquier persona o circunstancia se determine ser inválida, inconstitucional, o ineficaz en el caso de cualquier persona o circunstancia, de todas maneras el resto de esta ordenanza será válido, y la aplicación de tal disposición inválida a personas o circunstancias que no sean las que hayan sido afectadas por cierta invalidez no serían afectadas por lo mismo.

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 7 de febrero, 2023.

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 que se llevará a cabo el 6 de mayo, 2023 con el propósito de elegir a concejales para el Distrito Electoral 1, Distrito Electoral 2, Distrito Electoral 3, y Distrito Electoral 4.

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” agregado a la presente e incorporado 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” agregado a la presente e incorporado por referencia para todos los efectos y propósitos.

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

Kristin Miles
Administradora Electoral del Condado de Bastrop
(*Bastrop County Elections Administrator*)
804 Pecan St.
Bastrop, TX 78602

A los votantes del Condado de Bastrop se les permite someter la solicitud para boleta por correo, completa escaneada 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 de la Votación Anticipada
(*Travis County Early Voting Clerk*)
PO Box 149325
Austin, TX 78714-9325

A los votantes del Condado de Travis se les permite someter la solicitud para boleta por correo, completa escaneada 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 martes, 25 de abril, 2023.

Emitida este día 7 de febrero, 2023.

THERESA Y. MCSHAN, Alcalde
Ciudad de Elgin, Texas

ADJUNTO “A-1”

PRECINTOS Y SITIOS DE VOTACIÓN DEL CONDADO DE BASTROP PARA EL DÍA DE ELECCIONES

*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 día de elecciones. En cuanto el Condado de Bastrop proporcione la información, será agregada con el encabezado de Adjunto “A-1” a esta Orden de Elección.

ADJUNTO “A-2”

PRECINTOS Y SITIOS DE VOTACIÓN DEL CONDADO DE TRAVIS PARA EL DÍA DE ELECCIONES

*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 “A-2” a esta Orden de Elección.

ADJUNTO “B-1”

FECHAS, HORAS Y UBICACIONES DE LA VOTACIÓN ANTICIPADA

Del 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 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 del
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 anticipada. En cuanto el Condado de Travis proporcione la información, será agregada con el encabezado de Adjunto “B-2” a esta Orden de Elección.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND 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 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) The 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.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated the City Secretary as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: Jennifer.stubbs@elgintexas.gov.
 - (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).
- (F) 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, 2023, through January 1, 2024, the Participating Entity shall pay three percent of the cost of the electronic voting system equipment installed at a polling place and three 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. Dyana Limon-Mercado, 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:

CITY OF ELGIN
City Secretary, Jennifer Stubbs
P.O. Box 591
Elgin, Texas 78621

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, 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

CITY OF ELGIN
City Secretary, Jennifer Stubbs
P.O. Box 591
Elgin, Texas 78621

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

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

[Signatures on following page]

CITY OF ELGIN

BY: _____
Jennifer Stubbs
City Secretary

DATE: _____

TRAVIS COUNTY

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

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

CONTRACT FOR ELECTION SERVICES
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
THE CITY OF ELGIN
FOR THE MAY 6, 2023 ELECTION

THIS CONTRACT is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Elgin, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 6, 2023 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

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

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

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

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

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

4. Notification to the election judges and alternates shall be made no later than April 21, 2023.

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

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

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

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

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

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

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

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

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

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

early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 6, 2023.

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

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

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

J. *Manual Counting.* The Contracting Officer shall 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 shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.

K. *Election Reports.* The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

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

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

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

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

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

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

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

E. *Paper Ballots.* In advance of the March 22, 2023 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

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

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. *Compensation.* The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies on May 6, 2023 from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

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

IV. JOINT EXPENSES AND PAYMENT

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

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

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

B. *Billing.* As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

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

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

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

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

V. GENERAL PROVISIONS

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

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

B. *Joint Election.* The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 6, 2023. If another election occurs in territory of the CITY, Bastrop County will notify the CITY of the existence of the situation and provide a joint election agreement.

C. *Cancellation of Election.* If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the May 6, 2023 Joint Election.

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

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

For the CITY:

Jennifer Stubbs
City Secretary
City of Elgin
310 N Main Street/PO Box 591
Elgin, TX 78621
Tel: (512) 229-3222
Fax: (512) 285.3016
Email: jstubbs@ci.elgin.tx.us

For the Contracting Officer:

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

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

G. Runoff Elections. The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 6, 2023 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 10, 2023, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

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

I. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements,

promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

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

K. *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.

L. *Mediation.* Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive

the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023 .

City Manager
City of Elgin
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023.

Gregory Klaus
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2023.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 24, 2023 through Tuesday, May 2, 2023.

Main Location:

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

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm
1 7:00 am – 7:00 pm	2 7:00 am – 7:00 pm	3	4	5

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
24 8:00 am – 5:00 pm	25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm
1 7:00 am – 7:00 pm	2 7:00 am – 7:00 pm	3	4	5

Voting by Mail:

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

EXHIBIT “A-1”

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Tuesday, May 30, 2023 through Tuesday, June 6, 2023.

Main Location:

Elgin Rec Center, 361 N. Hwy 95, Elgin, TX 78621

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

Voting by Mail:

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

EXHIBIT “B”

ELECTION DAY POLLING LOCATIONS ELECTION

Wyldwood Baptist Church, 398 Union Chapel Rd., Cedar Creek

River Valley Christian Fellowship, 1224 W. Hwy 71, Bastrop

Ascension Catholic Church, 804 Pine St., Bastrop

Paige Community Center, 107 S. Main St., Paige

Calvary Baptist Church, 3001 Loop 150 East, Bastrop

Smithville Rec Center, 106 Royston St., Smithville

Rosanky Community Center, 135 Main St., Rosanky

Bastrop County Cedar Creek Annex, 5785 FM 535, Cedar Creek

The Gathering, 287 FM 20, Bastrop

Red Rock Community Center, 114 Red Rock Rd., Red Rock

Elgin Recreation Center, 361 N. Hwy 95, Elgin

Faith Lutheran Church, 230 Waco St., McDade

Family Worship Center, 2425 FM 1704, Elgin

Bastrop County ESD#2 Station 4, 1432 N. Hwy 95, Bastrop

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

EXHIBIT “B-1”

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

Elgin Recreation Center, 361 N. Hwy 95, Elgin

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

EXHIBIT “C”
ESTIMATED COST OF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 6,186.48
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 6,386.48
10% ADMINISTRATIVE FEE	<u>\$ 638.65</u>
TOTAL	<u><u>\$ 7,025.13</u></u>

EXHIBIT "C-1"
ESTIMATED COST OF RUNOFF ELECTION

CITY OF BASTROP

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

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND 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 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) The 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.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75 in accordance with Sections 2.051 - 2.053 of the Texas Election Code.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
 - (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated the City Secretary as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: Jennifer.stubbs@elgintexas.gov.
 - (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).
- (F) 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, 2023, through January 1, 2024, the Participating Entity shall pay three percent of the cost of the electronic voting system equipment installed at a polling place and three 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. Dyana Limon-Mercado, 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:

CITY OF ELGIN
City Secretary, Jennifer Stubbs
P.O. Box 591
Elgin, Texas 78621

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, 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

CITY OF ELGIN
City Secretary, Jennifer Stubbs
P.O. Box 591
Elgin, Texas 78621

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

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

[Signatures on following page]

CITY OF ELGIN

BY: _____
Jennifer Stubbs
City Secretary

DATE: _____

TRAVIS COUNTY

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

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Hometown Hero Program

DEPARTMENT: Mayor's Office

Name of Program: Hometown Hero's Program

Sponsored by: Carl Jones and Charlotte Thomas

Contact Information for Carl Jones 512.373.0809

PROPOSED ACTION: Approval

BACKGROUND: Purpose for the program: Honor and recognize Elgin's living or deceased servicemen and women who have served in the United States Armed Services. At the time, there are no other Texas Cities or Towns with this program, but I have heard other cities are looking at the program.

Requirements: Requirements to be considered for a banner:

- The veteran must have lived in Elgin in their lifetime
- Served in one of the following branches: Army, Navy, Marines, Air Force, National Guards or Coast Guard
- Honorably discharged living or deceased, Or currently active duty.

Banner Design, Time Frame Location:

- Banners are 18 X 48 and 18 X 60, double sided vinyl banner with the service person's photo, name and branch of service. Cost is estimated at \$100 per banner. We only have an estimate due to labor charge from the city and to make sure the current pole hardware can be used. Once we get this information. I'm sure the cost will be reduced.
- We are aware there are 2 different sizes in Elgin of length in the current poles. Main street has the 18 X 60 and Dildy St. is 18 X 48.
- We will limit order number of banners to the number of available poles per size.
- We will need to have a cost from the city for labor to hang the banner. However, we do hope it will be waived due to the program.
- Confirm the current hardware will work. We believe the banners are very close if not the same as the ones hanging for Christmas.
- Will work with City personnel for date time frames banners can be displayed.
- Location of banners will be randomly based on size. No specific display of location can't be requested.

Banner Information and Photograph:

Applications may be pick up at VFW.

If requested applications may also be emailed by calling or texting 512.784.9617.

Contact Information:

For more information about the Hometown Hero Banner Program, please contact Charlotte Thomas 512.784.9617 or Carl Jones 512.373.0809.

BUDGET/FINANCIAL IMPACT:

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

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Determine the cost for staff to implement hanging the banners and if there are any additional costs to the city.

ATTACHMENTS:

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A request of Council to begin discussion on revising and amending the current city code of ordinances pertaining to Accessory Dwelling Units (ADUs) or Garage Apartments - Councilmember Gibson

DEPARTMENT: City Council

PROPOSED ACTION:

No Council action proposed by staff; This item has been placed on the agenda at the request of Councilmember Gibson

BACKGROUND:

Councilmember Gibson is seeking City Council support for staff analysis and discussion on revising and amending the current city code of ordinances pertaining to Accessory Dwelling Units (ADUs) or Garage Apartments. The goal of this discussion would be to expand the types of ADUs allowed in the R-2 Single-Family and Duplex Dwelling Districts.

Such a discussion would be consistent with requests staff has heard in recent years relating to restrictions in the current code that greatly limits this type of land use.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of Councilmember Gibson's input regarding discussion on revising and amending the current city code of ordinances pertaining to Accessory Dwelling Units (ADUs) or Garage apartments and direction to staff, if any, as appropriate.

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.