AGENDA

PLANNING & ZONING COMMISSION

REGULAR MEETING

MONDAY, OCTOBER 25, 2021, 6:30 P.M.

ELGIN PARKS & RECREATION CENTER

STUDIO/ACTIVITY ROOM

361 N. HWY 95

1. CALL TO ORDER

2. PUBLIC COMMENTS FOR NON-AGENDA RELATED ITEMS

Individuals may request to speak on items not on the agenda. Speaker comments are limited to three (3) minutes and no formal action can be taken. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Commissioner, Staff, or others.

3. CONSENT AGENDA

All matters listed below are to be considered routine by the Commission and will be enacted in one motion. There will not be separate discussion on the items. If discussion is desired, that items can be removed from the consent agenda and will be considered separately as a new business item.

<!--[if !supportLists]-->1. Consider approval of the following Minutes:

3.I. September 27, 2021 Minutes

Documents:

SEPTEMBER 27 2021 MINUTES.PDF

4. NEW BUSINESS

4.I. Project # 202101343: A Preliminary Plat For “Elm Creek Northwest” Located On A Parcel Of Land Known By The Travis County Appraisal District As Parcel 248253, Located West Of Elm Creek North Development Along U.S. Highway 290 On 623 Lots On 175.78 Acres Of Land.

A. Staff Presentation

B. Applicant Presentation

C. Open Public Hearing

D. Close Public Hearing

E. Discussion

F. Consideration

Documents:

COMBINED PACKET.PDF

4.II. An Ordinance Adding Chapter 48 Site Development, Revised Code Of Ordinances, City Of Elgin, Texas 2013 Repealing All Other Ordinances And Parts Of Ordinances In Conflict Therewith; And Providing For A Savings Clause.

A. Staff Presentation

B. Open Public Hearing

C. Close Public Hearing

D. Discussion

E. Recommendation

Documents:

COMBINED PACKET.PDF

4.III. An Ordinance Amending Chapter 44 Vegetation, Article I In General, Division I Generally; Chapter 44, Vegetation, Article II Landscaping, Division 3 General Requirements And Standards; And Providing For A Savings Clause And Repealing Conflicting Ordinances Or Resolutions.

A. Staff Presentation

B. Open Public Hearing

C. Close Public Hearing

D. Discussion

E. Recommendation

Documents:

COMBINED PACKET.PDF

5. ANNOUNCEMENTS
6. ADJOURNMENT

The Commission may 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 Commission will return to an open session for possible discussion and action as a result of the Executive Session.

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) 281-5724. Please provide a forty-eight (48) hour notice when feasible.

Para informacion en espanol favor de llamar (512) 281-0119. Servicios de traduccion disponible en la reunion.

MINUTES
CITY OF ELGIN PLANNING AND ZONING COMMISSION
REGULAR MEETING
MONDAY, SEPTEMBER 27, 2021

CALL TO ORDER – ROLL CALL: The Vice-Chair called the meeting to order at 6:30 P.M. at the Library Annex (Civic Center) located at 404 N. Main St., Elgin, TX U.S.A.

COMMISSION PRESENT: Vice-Chair Brian Lundgren, Ronnie Creppon, Jason Tatum, Scott Mackay, and David Lanford.

COMMISSION ABSENT: Chair Antonio Prete & Dorothy McCarther.

STAFF PRESENT: David Harrell, Development Services Director; Melissa Lipiec, Secretary

PUBLIC COMMENT FOR NON-AGENDA RELATED ITEMS: No members of the public were present to speak on this item.

CONSENT AGENDA

1. July 26, 2021, Minutes.
2. August 23, 2021, Minutes.
3. August 30, 2021, Minutes.

Ronnie Creppon moved that the Commission approve the consent agenda, Scott Mackay seconded the motion. The motion passed unanimously with a vote of five (5) for and zero (0) against.

NEW BUSINESS

1. Project #: 202100834: A final plat for "Cano Subdivision" located on a parcel of land known by the Travis County Appraisal District as Parcel 248221, located on the eastside of Klaus Ln. and south of the intersection of Klaus Ln. and FM 1100 for a total of 9 lots on 10 acres of land.
    A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.

    B. Applicant Presentation – Javier Barajas, applicant, indicated he was present for any questions.

    C. Open Public Hearing – The public hearing was opened at 6:36 P.M. with no members of the public to speak on the item.

    D. Close Public Hearing – The public hearing was closed at 6:36 P.M.

    E. Discussion – There was no discussion on this item.

    F. Consideration – David Lanford made a motion to approve the item, seconded by Jason Tatum. The motion passed unanimously by a vote of five (5) to zero (0).

NEW BUSINESS (Cont.)

2. Project # 202101536: An ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances City of Elgin, Texas, 2012 and making this amendment a part of said official zoning map to wit: To rezone land from "R-2" Single Family & Duplex Dwelling District to "R-3" Single Family Dwelling District located at 316 S. Avenue C (ELGIN CITY, DIV. 8, LOT 5B FR), being more described in Exhibit "A"; and providing for a savings clause and repealing conflicting ordinances and resolutions.
    A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.

    B. Applicant Presentation – Richard Miscoe, applicant, indicated he wants to rezone the land to allow for a future subdivision of six (6) lots versus five (5) lots. This would increase the number of lots on Avenue B from two (2) lots to three (3) lots. He also indicated the existing Johnson home would be moved to one (1) of the new lots. There was discussion between the applicant and the Commission regarding how he is lacking the additional three (3) feet to get the total three (3) lots on Avenue B. He desires to build new duplexes on the newly created lots.

    C. Open Public Hearing – The public hearing was opened at 6:52 P.M. with one (1) member of the public to speak on the item.

        Shirley Creppon, 322 S. Ave. C., had questions regarding the number of people to be living in the proposed duplexes and location of future driveways in relation to their fence. She did not express an opinion for or against the items.

    D. Close Public Hearing – The public hearing was closed at 6:58 P.M.

    E. Discussion – Vice Chair Brian Lundgren asked City Staff if as a condition the rezoning could dictate where the saved home would go, City Staff indicated that legal frowns upon conditions placed on a base rezoning. Jason Tatum asked the applicant how he was going to place the new lots and location of the driveways and the applicant explained the situation. The applicant indicated to the Commission that these would be rentals and that screenings of background and financial of future tenants are conducted. Scott Mackay indicated that if something happened to the applicant, these potential future screenings may not be carried out. Applicant indicated to the Commission that he is trying to build modest rentals to help the community. Jason Tatum indicated he isn't opposed to allowing the duplexes for modest rentals. Scott Mackay indicated his concern of allowing a spot zoning in the area. He asked City Staff why this didn't go through a zoning variance in which City Staff indicated that was possible however the rezoning process is typically easier then meeting zoning variance criteria. Ronnie Creppon indicated that the lots can be developed as is with duplexes without the rezoning, although slightly fewer. David Lanford indicated the presentation was good but was hesitant to allow for additional density as allowed under the rezoning.

    F. Recommendation – Scott Mackay made a motion to recommend denial of the item, seconded by Ronnie Creppon. The motion passed unanimously by a vote of five (5) to zero (0).

NEW BUSINESS (Cont.)

3. Project # 202101587: An ordinance amending the official zoning map of the City of Elgin, Texas adopted in Chapter 46, Section 46-3, Revised Code of Ordinances City of Elgin, Texas, 2012 and making this amendment a part of said official zoning map to wit: To rezone land from "C-3" Highway Commercial District & "I" General Industrial District to "A" Multiple Family Residential District located on a parcel of land known by the Bastrop County Appraisal District as Parcel 111936, located along the westside of Roy Rivers Rd, south of Lee Dildy Dr.. (ELGIN BUSINESS PARK III, BLK A, LOT 1, 6.0300), being more described in Exhibit "A"; and providing for a savings clause and repealing conflicting ordinances and resolutions.
    A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.

    B. Applicant Presentation – Curtis Thigpen c/o Paravel Capital, applicant, indicated that he has been working with the City Economic Development Commission (EDC) and indicated they received approval of an EDC agreement to start the project. He indicated to the Commission the proposed development style of the future project.

    C. Open Public Hearing – The public hearing was opened at 7:18 P.M. with no members of the public to speak on the item.

    D. Close Public Hearing – The public hearing was closed at 7:18 P.M.

    E. Discussion – There was discussion between the Commission for the future layout of the Elgin Business Park, spot zoning, how the rezoning would influence commercial development in the area in relation to City owned property, mixed-use land use category, placement of faith in EDC Development Review Board (who would look how that, and other sites would be developed).

    F. Recommendation – Scott Mackay made a motion to recommend approval of the item, seconded by David Lanford. The motion passed unanimously by a vote of five (5) to zero (0).

4. Project# 202101606: An ordinance granting a modification to an already approved specific use for a medical facility in order to remove a condition that the Use be renewed in five (5) years on property located at 122 Fisher St. (0.484 ACRES OF LAND AND 9.19 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178), City of Elgin, Texas, Bastrop County, Texas, and providing for a savings clause and repealing conflicting ordinances and resolutions.

    A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.

    B. Applicant Presentation – Peter Piraino, applicant, provided information to the Commission indicating their financial provider was hesitant to issue financing for new buildings due to the five (5) year limitation on the previously granted specific use by Council back on August 3, 2021.

    C. Open Public Hearing – The public hearing was opened at 7:32 P.M. with no members of the public in attendance to speak on the item.

    D. Close Public Hearing – The public hearing was closed at 7:32 P.M.

NEW BUSINESS (Cont.)

E. Discussion – David Lanford asked City Staff whether specific uses run with the owner or the land, City Staff indicated it runs with the land unless conditioned to run with an owner. David Lanford asked a question regarding the uses associated with the specific use. City Staff indicated they would continue to use as is however there would be no time limitation on it. Scott Mackey and City Staff discussed the history of the site, reason for the specific use, and the request to remove the condition on the previously granted specific use. Scott Mackay asked the applicant if a timeframe condition or a square footage on building space caused problems. The applicant indicated a timeframe would and a square footage on building space condition would cause a problem with the owner as they would need to come back before the City. City Staff indicated the building square footage condition was offered if the Commission felt uncomfortable with no conditions. The Commission discussed amongst themselves of removing the condition and placing other conditions.

F. Recommendation – David Lanford made a motion to recommend approval of the item with no additional conditions, seconded by Ronnie Creppon. The motion passed unanimously by a vote of five (5) to zero (0).

5. Project # 202101525: An ordinance granting a specific use for a medical facility on property located at 124 Fisher St. (0.480 ACRES OF LAND, LYING IN AND BEING SITUATED OUT OF THE THOMAS GARRETSON SURVEY, ABSTRACT 178), City of Elgin, Texas, Bastrop County, Texas, and providing for a savings clause and repealing conflicting ordinances and resolutions.

A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.

B. Applicant Presentation – Peter Piraino, applicant, indicated that the previous alcoholics anonymous (AA) is no longer at the site and that they were upgrading the building interior to house offices and a training facility. He indicated traffic will be reduced with this new use and had no issues with any conditions as a building square footage requirement.

C. Open Public Hearing – The public hearing was opened at 7:48 P.M. with no members of the public in attendance to speak on the item.

D. Close Public Hearing – The public hearing was closed at 7:48 P.M.

E. Discussion – City Staff indicated they are working with the applicant at this time regarding the submitted building permit for this facility and the specific use request. City Staff indicated how they are wanting to use it can be fit under the definition of medical facility since the uses are accessory with the Burning Tree facility at 122 Fisher. Scott Mackey asked the applicant is there a plan to merge the two (2) properties (122 & 124 Fisher St.), the applicant indicated no.

F. Recommendation – Scott Mackay made a motion to recommend approval of the item, seconded by Jason Tatum. The motion passed unanimously by a vote of five (5) to zero (0).

ANNOUNCEMENTS
David Harrell announced that there will be meeting next month with a preliminary plat and potentially two (2) final plats on the agenda.

ADJOURNMENT
The meeting was adjourned by the Vice-Chair at 7:55 P.M.

_____
Antonio Prete, Chair

ATTEST:_____
Melissa Lipiec, Secretary

On a motion by _____, seconded by _____ the foregoing instrument was passed and approved on this 25h day of October 2021.

Development Services Department

STAFF REPORT

Project #: 202101343

Preliminary Plat for Elm Creek NW

Date: October 16, 2021

Applicant: Timothy Holland c/o BGE.

Representative: SAME

Hearing Dates: Planning & Zoning Commission – October 25, 2021

Location: Travis Co. Appraisal District Parcels 248253 west of Elm Creek North development along U.S. Highway 290 (see attachment 2).

APPLICATION SUMMARY

Consideration of a preliminary plat for Elm Creek NW which consists of single-family home lots. Lot widths vary roughly from 40 feet – 70 feet in size and lot areas range roughly in size from roughly 4,400 sq. ft. – 5,750 sq. ft. There are a total of 623 lots which consist of 613 single family lots, 9 open space lots, and 1 amenities lot, on 15 blocks. There are different right-of-way (ROW) sizes to accommodate for local (50-foot ROW) and arterial roadway (80-foot ROW). The future arterial roadway will connect to the west with the Poth Tract.

DEPARTMENT COMMENTS

The Council approved the Novinger Development Agreement (DA) for this site in 2000 for a period of fifteen (15) years, this agreement allowed for the City to approve up to three (3) extensions covering five (5) year periods. This agreement was extended in 2015 & 2020, with a final extension allowed to be approved in 2025. Development must develop under the DA and Travis Co. Regulations. As part of the DA all non-cul-de-sac lots cannot be less then fifty (50) feet unless the City or County adopted standards for smaller lots. Neither the City nor County have adopted smaller lots than fifty (50) feet. The City requires R-2 sized lots (60' min. width at front setback & 7,500 sq. ft. min. lot area) in the ETJ unless the Commission adopts a smaller 6,000 sq. ft. lot size for the plat. The County has no requirements for smaller lots in this circumstance. Also, the County does not require a Concept Plat, so the preliminary plat will set the development pattern for that area.

STAFF ANALYSIS

Staff has reviewed the proposed Plat to City Code and the DA. Based on the information within the packet, staff believes there are issues and concerns with approving the request. Specifically, the Plat in its present condition does not meet the minimum lot width and lot area within the City Subdivision Code, which references the R-2 standard. Also, outstanding comments exist per the TRC letter (See attachment #4).

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Approved Development Agreement.
3. Proposed Preliminary Plat.
4. TRC Comment Letter.

Attachment 1
Application

Revised: 4-13-2020

Elgin TEXAS
perfectly situated...

PRELIMINARY PLAT APPLICATION

Date: 6/23/2021 **New** X **Modification** ____

Modification of _____

SITE INFORMATION

Project Address: US 290

Parcel Identification Number (if no address): 248253

APPLICANT

Name: Timothy Holland

Postal Address: 1701 Directors Blvd. Suite 1000
Austin, TX 78744

E-Mail Address: tholland@bgeinc.com; **Phone Number:** (512) 879-0433

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

Signature	Printed Name	Date
	Timothy Holland	6/23/2021

Project Description:

Preliminary plat for 613 single family lots

310 North Main Street
P.O. Box 591
Elgin, Texas, 78621
(512) 281-5724
www.elgintx.com

Attachment 2
Approved Development Agreement

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

This Development Agreement ("Agreement") is between the **City of Elgin, Texas** ("the City"), a municipal corporation located in Bastrop County, Texas and **Novinger Resources, Inc.**, a Texas corporation ("Novinger").

INTRODUCTION

Novinger owns or controls approximately 515.289 acres of land ("Land") the majority of which land is currently outside the extraterritorial jurisdiction ("ETJ") of the City. The Land is more particularly described on the attached Exhibit "A".

Novinger intends to develop the Land as a mixed-use community ("Development") that will include residential and nonresidential uses. The City and Novinger anticipate that over time the City will expand its corporate limits so as to have all of the Land included within the ETJ of the City and thus, subject to the City's land development regulations. Because the Development constitutes a significant addition to the greater City area that will be developed in phases, Novinger and the City wish to enter into this Agreement which will provide for a regulatory process for development that (1) will be in place both before and after the City includes all of the Land into the City's ETJ, (2) provide certainty of regulatory requirements throughout the term of this Agreement and (3) result in a high-quality community for the benefit of the present and future residents of the City and the Development.

Novinger and the City agree to work with each other in good faith to enhance and preserve the general area for the citizens of the City and surrounding areas. Such cooperation shall include development of the Land in a manner which enhances planning for a regional utility system.

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

ARTICLE I
DEFINITIONS

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

Agreement: This Development Agreement between the City of Elgin, Texas and Novinger.

City Manager: The City's City Manager.

District: The municipal utility district to be created which will include the Land.

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

LCRA: The Lower Colorado River Authority.

ARTICLE II
DEVELOPMENT PLAN

Section 2.01. **Development Plan.** Novinger and the City acknowledge and understand that most of the Land is not currently located within the ETJ of the City, and thus, is only subject to subdivision regulation of Travis County, Texas. The parties agree that in order to provide a unified high quality community, the Development should proceed under standards that will apply regardless of whether the Land is inside or outside of the ETJ of the City.

Accordingly, Novinger and the City agree that the Land including land located within the City's ETJ shall be developed in accordance with the subdivision standards of Travis County, Texas with the additional requirements.

a. Single family residential lots shall have a standard size of not less than fifty (50) feet frontage width with the exception of cul-de-sac lots which may have thirty-three (33) foot frontage width; provided, however, in the event the City or Travis County amends their requirements to allow development of non-cul-de-sac lots with a minimum frontage width of less than fifty (50) feet, Novinger may develop the Land at the smaller minimum frontage requirements so adopted.

b. Electric, telephone and cable utilities shall be installed underground except for electric service to the District's water and sewer facilities which may be above ground.

c. Streets shall be constructed with curbs and gutters.

d. Underground storm drainage system will be installed and any open drainage channels will be constructed within drainage easements of a twenty-five (25) foot width minimum.

e. Water distribution and sewer collection systems shall be designed and constructed to City standards.

f. Novinger will require builders to construct sidewalks on one side of single family residential streets.

g. Novinger will dedicate approximately 95 acres of greenbelt and parkland to the Elm Creek Property Owners' Association ("POA"). The POA will be established at the timing of platting the first residential subdivision. The 95 acres will be dedicated in pieces as the adjacent land is subdivided. The City agrees that in return for such dedication, Novinger is specifically exempt from any dedications of parkland to the City and from any park fee requirements.

h. Perimeter privacy fencing, six (6) feet in height, will be provided along Highway 290 and will be dedicated to and maintained by the Elm Creek Property Owners' Association. The fencing will be constructed of wood, vinyl, and/or concrete. At each entrance to the subdivision, a landscaped masonry entrance monument will be constructed showing the name of the subdivision. Masonry columns will be located at regular intervals no greater than two hundred (200) feet apart in the fence between the entrance monuments.

Section 2.02. **Review Process**. The parties agree that subdivision review and approval will be conducted by Travis County, Texas for all land located outside the City's ETJ at the time such land is subdivided. Novinger shall provide to the City a set of the subdivision plans for each section so that the City may determine if Novinger has complied with the requirements set forth in Section 2.01 above. Formal subdivision review and approval by the City shall be required only for those subdivisions that are located within the City's ETJ. To the extent that a subdivision plat includes land located within the City's ETJ, the City agrees to expedite subdivision reviews and approvals. To the extent that the City's subdivision requirements exceed the requirements set forth in Section 2.01 above, the City hereby grants variances to such requirements which exceed the requirements of Section 2.01.

Section 2.03. **Review/Submittal Fees**. Novinger shall pay the City's standard application, review and development fees for subdivision plats for land located within the ETJ of the City and which are applicable to all other development applicants. The City's current fees are set forth in Exhibit "B". Such fees shall neither be increased nor any new fees added which are not based upon reasonable costs incurred by the City in processing development applications.

ARTICLE III
CREATION OF DISTRICT

Section 3.01. Consent to Creation of Municipal Utility District. The City acknowledges receipt of Novinger's request, in accordance with Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, for creation of a municipal utility district (the "District") over a portion of the Land. The City agrees to approve the resolution attached as Exhibit "C", pursuant to the requirements of Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, consenting to the inclusion of the Land within the District.

Section 3.02. Water and Wastewater Services to District. The City understands and acknowledges that wholesale water service to the District will be provided by Aqua Water Supply Corporation and wholesale wastewater service will be provided by the Lower Colorado River Authority ("LCRA"). The District will provide retail services to the customers within its boundaries.

Section 3.03. Annexation and Dissolution. The City agrees that it will not annex or dissolve all or any part of the District until: (i) water, wastewater and drainage facilities have been constructed to serve at least 90% of the developable acreage within the District; and (ii) (a) Novinger has been fully reimbursed by the District for the water, wastewater and drainage facilities within that District in accordance with the rules of the Texas Natural Resources Conservation Commission ("TNRCC"); or (b) the City has expressly assumed the obligation to reimburse Novinger fully in cash prior to such annexation. Such annexation by the City shall not be effective until Novinger has been fully reimbursed by the City for the water, wastewater and drainage facilities serving the area subject to the annexation. The City agrees that the submission of a request for annexation will not be required with each final plat of property within the District.

Section 3.04. Subdivision Construction Agreement. In recognition of the contractual relationship between the City and Novinger, the City agrees that Novinger may provide a subdivision construction agreement to the City in lieu of posting a letter of credit or performance bond for the cost of incomplete subdivision improvements at the time of final plat approval.

Section 3.05. Annexation Request to City. Novinger agrees that after creation of the municipal utility district and upon written notification by the City, Novinger shall within thirty (30) days of such notification request annexation into the corporate limit of the City of certain property owned by Novinger. Such property shall be a single one (1) foot width strip of land located on the north side and south side of Highway 290 for the length of Novinger's property along Highway 290. Such strip of property shall be located generally within those areas intended to be used for utility easements. In the event property of one (1) foot in width is determined to be legally inadequate for purposes of annexation pursuant to Local Government Code, Section 43.071(e), Novinger agrees to dedicate such strips in a width not to exceed five (5) feet. Novinger shall have no obligation to purchase or otherwise obtain additional property for annexation into the City.

ARTICLE IV
OTHER UTILITIES

Section 4.01. **Generally.** Novinger will have the right to select the providers of cable television ("CATV"), gas, electric, telephone, telecommunications and all other utilities and services, including solid waste collection and recycling services, or to provide "bundled" utilities within the Development.

ARTICLE V
AUTHORITY AND VESTING OF RIGHTS

Section 5.01. **Vesting of Rights.** This Agreement constitutes an application by Novinger for the subdivision and development of the Land, and initiates the subdivision and development permit process for the Land. The City acknowledges that Novinger has vested authority to develop the Land in accordance with this Agreement. It is the intent of the City and Novinger that these vested development rights include the development of the Land in accordance with the standards and criteria set forth in this Agreement and applicable City ordinances in existence on the Effective Date of this Agreement.

Section 5.02. **Landowner's Right to Continue Development.** In consideration of Novinger's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Development; or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Development. The preceding sentence does not apply to temporary moratoriums uniformly imposed throughout the City due to an emergency constituting imminent threat to the public health or safety, provided that such a moratorium will continue only during the duration of the emergency.

ARTICLE VI
TERM, ASSIGNMENT AND REMEDIES

Section 6.01. **Term.** The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Novinger. Upon the expiration of fifteen (15) years, this Agreement may be extended, at Novinger's request, with City Council approval, for up to three successive five-year periods, which approval shall not be unreasonable withheld or delayed.

Section 6.02. **Termination and Amendment by Agreement.** This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Novinger or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City, the owners of the portion of the Land affected by the amendment or termination and Novinger. In addition, Novinger may unilaterally terminate this Agreement in the event that it elects not to proceed with any or any further development under the Agreement. for economic reasons or otherwise; provided, however, the provisions of this Agreement as they relate to the

creation and operation of the District can only be terminated upon the written consent of the City, Novinger and the District.

Section 6.03. Assignment.

a. This Agreement, and the rights of Novinger, in whole or in part, may be assigned by Novinger to a subsequent developer or developers of all or a portion of the Land upon written notice to the City. Any assignment will be in writing, specifically set forth the assigned rights and obligations and be executed by the proposed assignee.

b. If Novinger assigns its rights and obligations as to a portion of the Land, then the rights and obligations of any assignee and Novinger will be severable, and Novinger will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, but will not impede development activities of any performing developer as a result of that nonperformance.

c. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases any portion of Land.

Section 6.04. Remedies.

a. If the City defaults under this Agreement, Novinger may enforce this Agreement by seeking a writ of mandamus from a Travis County District Court, or may give notice setting forth the event of default ("Notice") to the City. In addition, if the City fails to cure any alleged default within forty-five (45) days from the date the City receives the Notice, Novinger may terminate this Agreement by providing written notice to the City as to all of the Land owned by Novinger, or as to the portion of the Land affected by the default and/or Novinger may pursue any injunctive relief from a court or proper jurisdiction.

b. If Novinger defaults under this Agreement, the City shall give Notice to Novinger. If Novinger fails to commence the cure of an alleged default specified in the Notice within a reasonable period of time, not less than forty-five (45) days, after the date of the Notice, and thereafter to diligently pursue such cure to completion, the City may terminate this Agreement or seek injunctive relief from a court of proper jurisdiction.

c. Each party waives any action for damages against the other except for the recovery of attorneys' fees, as per subparagraph d below.

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

Section 6.05. Cooperation.

a. The City and Novinger each agree to cooperate with each other as may be reasonably necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

b. The City agrees to cooperate with Novinger, at Novinger's expense, in connection with any waivers, permits or approvals Novinger may need or desire from any regulatory authority in order to carry out the Development.

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

d. Novinger or the City may initiate mediation on any issues in dispute and the other party shall participate in good faith. The cost of mediation shall be a joint expense.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

City:	City of Elgin P.O. Box 591 Elgin, Texas 78621 Attn: City Manager
With Required Copy to:	Charles Crossfield Brown, McCarroll, Sheets & Crossfield, L.L.P. 309 East Main Round Rock, Texas 78664

Novinger:	Novinger Resources, Inc. P.O. Box 90699 Austin, Texas 78709-0699 Attn: Glen Novinger
With Required Copy to:	Sharlene N. Collins Armbrust Brown & Davis, LLP 100 Congress Avenue, Suite 1300 Austin, Texas 78701

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

Section 7.02. Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

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

Section 7.03. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 7.04. Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the parties. This Agreement supersedes all other agreements between the parties concerning the subject matter.

Section 7.05. Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. The parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any

number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 7.06. **Time.** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 7.07. **Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with City ordinances. Novinger hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Novinger.

Section 7.08. **Exhibits.** The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit "A" - Metes and Bounds Description of the Land (515.289 acres)

Exhibit "B" - City Fee Schedule for Development Permits

Exhibit "C" - District Consent Resolution

The undersigned parties have executed this Agreement on the dates indicated below.

CITY OF ELGIN

By: Eric W. Carlson
Name: ERIC W. CARLSON
Title: Mayor
Date: December 6, 2000

ATTEST:

Shirley Gawel
Name: Shirley Gawel
Title: City Secretary

NOVINGER RESOURCES, INC.,
a Texas corporation

By: _____
Glen Novinger
President
Date: 12/5/00

STATE OF TEXAS §

COUNTY OF Bastrop §

This instrument was acknowledged before me the 6th day of December, 2000, by Eric Carlson, Mayor of the City of Elgin, Texas, a municipal corporation, on behalf of the City.

SHIRLEY GARVEL
Notary Public, State of Texas
My Commission Expires
MARCH 28, 2004

_____
Notary Public Signature

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me the 5 day of December, 2000, by Glen Novinger, President of Novinger Resources, Inc., a Texas corporation.

SHIRLEY GARVEL
Notary Public, State of Texas
My Commission Expires
MARCH 28, 2004

(Seal)

_____
Notary Public Signature

Attachment 3
Proposed Preliminary Plat

PRELIMINARY PLAT
ELM CREEK NORTHWEST SUBDIVISION

GENERAL NOTES

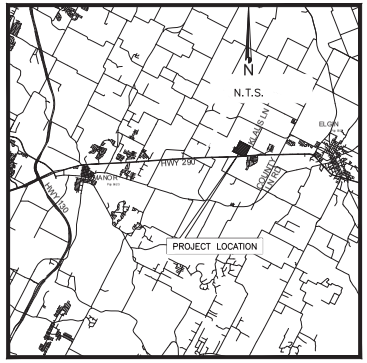
1. PROPERTY OWNERS SHALL PROVIDE ACCESS TO DRAINAGE EASEMENTS AND WATER QUALITY PONDS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
2. PRIOR TO CONSTRUCTION ON ANY LOT IN THIS SUBDIVISION, DRAINAGE PLANS SHALL BE SUBMITTED TO THE TRAVIS COUNTY FOR REVIEW. RAINFALL RUNOFF SHALL BE HELD TO THAT OF UNDEVELOPED STATUS BY PONDING OR OTHER APPROVED METHODS.
3. CONTOUR DATUM IS PROVIDED BY CAPITAL AREA COUNCIL OF GOVERNMENTS LIDAR.
4. WATERSHED STATUS - THIS SUBDIVISION IS LOCATED IN THE DRY CREEK & ELM CREEK WATERSHEDS.
5. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY AND THE CITY OF ELGIN. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
6. THE LANDOWNER DEVELOPER WILL SERVE EACH LOT WITH WATER FROM TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT #14 AND WASTEWATER IMPROVEMENTS ARE REQUIRED. THE LANDOWNER/ DEVELOPER WILL BE RESPONSIBLE FOR ALL COSTS AND FOR PROVIDING THE IMPROVEMENTS.
7. WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY AND STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ FOR REVIEW.
8. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
9. PARKLAND REQUIREMENTS FOR THIS DEVELOPMENT WILL BE SATISFIED PRIOR TO FINAL PLAT APPROVAL.

REQUIRED PER DEVELOPMENT AGREEMENT	95 AC.
PREVIOUSLY DEDICATED	91.29 AC.
PROPOSED AMENITY & PARK	4.96 AC.
TOTAL	96.25 AC.

10. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
11.

TOTAL ACREAGE:	175.81
NUMBER OF BLOCKS:	15
TOTAL LOTS:	623
SINGLE FAMILY LOTS:	613
OPEN SPACE, D.E & W.Q. LOTS :	19
AMENITY AREA LOTS:	1
LINEAR FEET OF STREETS:	22,773 (SEE TABLE)

12. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
13. A PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) #48453C0505H AND #48453C0510H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.THE 100-YEAR FLOOD PLAIN BASED ON ATLAS 14 IS CONTAINED WITHIN DRAINAGE EASEMENTS, AS SHOWN HEREON.
14. STREET NAMES, WIDTHS AND R.O.W. WIDTHS : SEE TABLE ON SHEET 2.
15. MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL WITHIN ELGIN ETJ AND WILL BE REGULATED BY TRAVIS COUNTY.
16. THERE ARE NO CEMETERY SITES WITHIN THIS PRELIMINARY PLAN.
17. THERE ARE NO EXISTING OR PROPOSED SCHOOL SITES IN THIS PRELIMINARY PLAN.
18. WATER AND WASTEWATER SERVICE FOR THE SUBDIVISION WILL BE PROVIDED BY TRAVIS COUNTY MUD #14
19. THOSE LOTS DESIGNATED AS COMMON AREA/HOA LOTS WILL BE DEDICATED TO AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION OR ITS ASSIGNS.
20. RESIDENTIAL DRIVEWAYS ARE PROHIBITED ON STREET A.
21. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.
22. ADDITIONAL SLOPE EASEMENTS MAY BE REQUIRED AT THE TIME OF FINAL PLAT REVIEW AS SUPPORTED BY ASSOCIATED CONSTRUCTION PLANS.
23. THIS PROJECT IS SUBJECT TO THE ORIGINAL DEVELOPMENT AGREEMENT SIGNED DECEMBER 5, 2000 AND FIRST EXTENSION SIGNED ON JULY 31, 2017 AND THE SECOND EXTENSION SIGNED ON AUGUST 4, 2020.
24. NO CUT OR FILL ON ANY LOT MAY EXCEED EIGHT FEET, EXCLUDING DRIVEWAYS, A BUILDING STRUCTURE'S FOOTPRINT, OR A PARKING AREA FOOTPRINT, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
25. AS DEPICTED ON THE PLAT, EACH PROTECTIVE EASEMENT FROM A CRITICAL ENVIRONMENTAL FEATURE, INCLUDING A CAVE, SINKHOLE, POINT RECHARGE FEATURE, BLUFF, CANYON RIMROCK FEATURE, WETLAND, AND SPRING MUST REMAIN IN ITS EXISTING, UNDEVELOPED, NATURAL STATE. NATURAL VEGETATIVE COVER MUST BE RETAINED. CONSTRUCTION ACTIVITIES, WASTEWATER DISPOSAL AND WASTEWATER IRRIGATION ARE PROHIBITED WITHIN A PROTECTIVE EASEMENT. A RESIDENTIAL LAWN OR TRAIL IS ALLOWED IF IT IS LOCATED AT LEAST 50 FEET FROM THE EDGE OF A CRITICAL ENVIRONMENTAL FEATURE IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
26. AS DEPICTED ON THE PLAT, THE SETBACK AREA IDENTIFIED FOR EACH WATERWAY IS A PROTECTIVE EASEMENT THAT MUST REMAIN UNDEVELOPED AND ACTIVITIES MUST BE LIMITED WITHIN THE EASEMENT. THE PROTECTIVE EASEMENT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT AND OTHER ALTERATIONS EXCEPT WHEN SPECIFICALLY APPROVED IN A TRAVIS COUNTY DEVELOPMENT PERMIT.
27. BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND, WHEN APPLICABLE, OBTAIN AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE SWP3 REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENT CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
28. THE OWNER IS RESPONSIBLE FOR MAINTAINING AND OPERATING ALL PERMANENT WATER QUALITY CONTROLS IN COMPLIANCE WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS OF THE TRAVIS COUNTY CODE.
29. AN ACTIVITY THAT MAY ADVERSELY AFFECT A TREE OF EIGHT INCHES OR MORE IN TRUNK DIAMETER (MEASURED AT FOUR FEET HEIGHT ABOVE THE GROUND) IN A RIGHT-OF-WAY ACCEPTED FOR MAINTENANCE BY TRAVIS COUNTY MUST COMPLY WITH ALL STANDARDS AND REQUIREMENTS IN THE TRAVIS COUNTY CODE.
30. TURN LANES ARE REQUIRED FOR THIS PROJECT AND WILL BE PLACED WITHIN EXISTING TxDOT RIGHT-OF-WAY. PERMISSION MUST BE GRANTED BY TxDOT FOR ACCESS ONTO US 290.
31. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL INTERNAL STREETS. DESIGN OF ANY PUBLIC ACCOMMODATIONS SHALL MEET ADA REQUIREMENTS.
32. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES, OR LANDSCAPING SHALL BE ALLOWED IN A DRAINAGE EASEMENT EXCEPT AS APPROVED BY TRAVIS COUNTY.
33. SECONDARY ACCESS WILL BE PROVIDED BY CONNECTIONS TO THE PROPOSED POTH SUBDIVISION. IN THE EVEN ADJACENT ACCESS IS NOT AVAILABLE, TEMPORARY EMERGENCY ACCESS WILL BE PROVIDED OR A MAXIMUM OF 30 HOMES MAY BE CONSTRUCTED.
34. THIS SUBDIVISION IS SUBJECT TO THE 2016 TRAVIS COUNTY WATER QUALITY RULES.
35. THE PRESENCE OF ANY ROADWAY WITHIN THE FLOODPLAIN WILL NOT ALTER THE EXTENTS OF THE FLOODPLAIN REQUIRING A CLOMR/LOMR. DURING FINAL DESIGN A CLOMR/LOMR WILL BE PROVIDED IF REQUIRED.



PROJECT LOCATION: N.T.S.
COA GRID: Z29
MAPSCO PG: 532L

SUBMITTAL DATE: 06/10/2021

SUMMARY NOTES

ENGINEER: BGE, INC., TBPE F-1046
1701 DIRECTORS BLVD, SUITE 1000
AUSTIN, TEXAS 78744
(512) 879-0400

SURVEYOR: BGE, INC., TBPE F-1046
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
(512) 879-0400

PROPERTY OWNER: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD
13620 N FM 620
BUILDING B, SUITE 150
AUSTIN, TX 78717

UTILITY PROVIDERS: BLUEBONNET ELECTRIC COOP.
SPECTRUM/TIME WARNER CABLE
AT&T TELEPHONE
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT #14

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY AND ADEQUACY OF HIS/HER SUBMITTAL WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY TRAVIS COUNTY ENGINEERS.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, TRAVIS COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE ENGINEER.

Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	PRELIMINARY PLAT OVERALL
3	PRELIMINARY PLAT (1 OF 2)
4	PRELIMINARY PLAT (2 OF 2)
5	PRELIMINARY WATER LAYOUT
6	PRELIMINARY WASTEWATER LAYOUT
7	OVERALL DRAINAGE LAYOUT

LEGAL DESCRIPTION

Being 175.81 acres of land, more or less, out of the William Hines Survey No.53, Abstract No. 345, in Travis County, Texas, and being a portion of that certain called 218.5 acres conveyed to Joseph A. Lockwood by deed recorded in Volume 5641, Page 1803, Deed Records, Travis County, Texas; Said 175.81 acres being more particularly described as follows:

Beginning at a iron pin found marking the most northerly northwest corner of the above referenced Lockwood tract, said point being an interior corner of that certain tract of land called 382 acres as recorded in in Volume 2895, Page 124, Deed Records, Travis County, Texas, for the most northerly northwest corner hereof,

Thence along the north line of the said Lockwood tract, being the south line of the said Skinner tract the following six courses;

1) S 59° 26' 30" E 1,445.03 feet to an iron pin found at a fence corner,

2) S 59° 11' 30" E 228.49 feet to an iron pin set,

3) S 59° 18' 30" E 572.77 feet to an iron pin found at a fence corner,

4) S 58° 31' 30" E 119.97 feet to an iron pin set,

5) S 60° 12' E 259.34 feet to an iron pin set,

6) S 59° 23' 30" E 26.45 feet to an iron pin set for the northwest corner of that certain tract of land called 31.50 acres as conveyed to Far East Joint Venture by deed recorded in Volume 8464, Page 901, Deed Records, Travis County, Texas,

Thence along the west line of the said Far East Joint Venture tract, S 31° 16' 30" W 3,370.64 feet to an iron pin set on the northwest line of the U.S. Highway 290, being the most northerly corner of that certain tract of land called 1.937 acres as conveyed to the State of Texas by deed as recorded in Volume 11335, Page 1262, Real Property Records, Travis County, Texas, for the most easterly southeast corner hereof,

Thence along the said northwest line of the U.S. Highway 290, S 89° 06' W 839.61 feet to an iron pin set out on the south line of the said Lockwood tract, being the north line of the of that certain 1st tract called 215 acres as conveyed to Charles J. Poth, Jr. by the most westerly corner of said 1.937 acre State of Texas tract, for the most southerly southeast corner hereof,

Thence N 59° 36' W 2,326.05 feet to an iron pin set of the southwest corner of the said Lockwood tract, being the northwest corner of the said Poth tract, and on the east line of that certain tract of land called 202.5 acres, as conveyed to Edwin O. Lundgren by deed recorded in Volume 831, Page 326, Deed Records, Travis County, Texas, for the southwest corner hereof,

Thence N 31° 23' 30" E 974.68 feet to an iron pin set on the south line of that certain Tract No. 4 called 128 acres as conveyed to Arthur J. Giese by deed recorded in Volume 723, Page 284, Deed Records, Travis County, Texas for the most westerly northwest corner of the said Lockwood tract and the northeast corner of Lundgren tract, for the most westerly northwest corner hereof, said point being S 79° 26' E 5.60 feet from a 3/4" iron pin found,

Thence S 58° 37' E 395.28 feet to an iron pin found marking an interior corner of said Lockwood tract, being the southeast corner of said Giese tract, for an interior corner hereof,

Thence along a westerly line of the said Lockwood tract, N 30° 54' 30" E 1,770.93 feet to an iron pin found marking the northeast corner of said Giese tract, being the most westerly southeast corner of the said Skinner tract, and N 30° 17' E 76.08 feet to the Place of Beginning and containing 175.81 acres of land, more or less.

REV. NO	SHT. NO	DESCRIPTION OF REVISION	TCMUD # 14 ACCEPTED	TCMUD # 14 DATE	COUNTY OF TRAVIS ACCEPTED	COUNTY OF TRAVIS DATE

STATE OF TEXAS
JOSEPH A. LOCKWOOD
94848
LICENSED
PROFESSIONAL ENGINEER
July 7th, 2021

BGE

BGE, Inc.
1701 Directors Blvd, Suite 1000
Austin, TX 78744
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

SHEET REFERENCE NUMBER

SHEET 1 OF 7

G:\TXC\Projects\Lennar\5609-00_Elm_Creek_Prelim_Plan\03_CADD\06_LD\01_Sheets\Prelim. Elm Creek West\C-SP-COVER-WEST.dwg Layout: COVER SHEET Plotted: 8/10/2021 4:54:11 PM

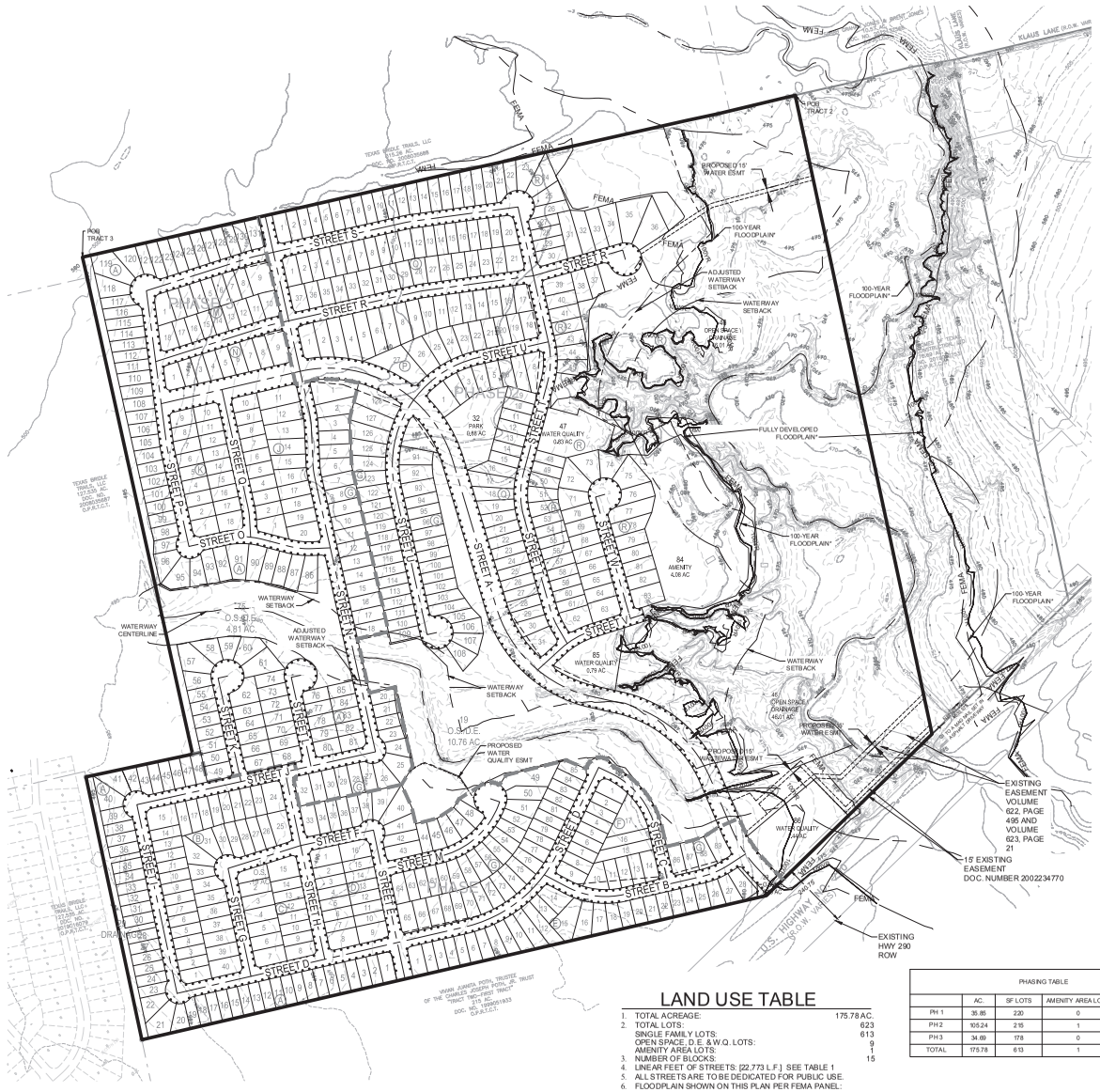
EASEMENT KEY NOTES:

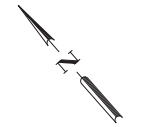
10. F) CHANNEL EASEMENTS GRANTED TOT HE STATE OF TEXAS, AS RECORDED IN VOLUME 622, PAGE 495 AND VOLUME 623, PAGE 21, DEED RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS ALL THREE TRACTS, AS SHOWN) (WIDTH = 150')

10. H) WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION, AS RECORDED IN DOCUMENT NUMBER 2002234770, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (AFFECTS TRACTS NO. 2 AND NO. 3, AS SHOWN) (WIDTH = 15')

ELM CREEK NORTHWEST

PRELIMINARY PLAT





LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PROPOSED LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED SIDEWALK
- 100-YEAR FLOODPLAIN*
- FULLY DEVELOPED 100-YEAR FLOODPLAIN*
- FEMA FLOODPLAIN*
- PHASE LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- WATERWAY SETBACK
- ADJUSTED WATERWAY SETBACK
- WATERWAY CENTERLINE
- TREE TO BE REMOVED

NOTE:
FINISHED FLOOR ELEVATIONS ON ALL LOTS ADJACENT TO FLOODPLAINS SHALL BE TWO(2) FEET ABOVE THE HIGHEST ADJACENT BASE FLOOD ELEVATION.

*FLOODPLAINS WERE CALCULATED USING THE NOAA ATLAS 14 VOLUME 11, VERSION 2 PRECIPITATION DEPTH OF 11.9 INCHES FOR 100 YR STORM EVENT. FULLY DEVELOPED FLOODPLAIN ASSUMES 70% IMPERVIOUS COVER IN THE CONTRIBUTING DRAINAGE AREA.

LAND USE TABLE

1.	TOTAL ACREAGE:	175.78 AC.
2.	TOTAL LOTS:	623
	SINGLE FAMILY LOTS:	613
	OPEN SPACE, D.E. &W.Q. LOTS:	9
	AMENITY AREA LOTS:	1
3.	NUMBER OF BLOCKS:	15
4.	LINEAR FEET OF STREETS: [22,773 L.F.] SEE TABLE 1	
5.	ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.	
6.	FLOODPLAIN SHOWN ON THIS PLAN PER FEMA PANEL:	
-	NO. 48453C0510H DATE: SEPTEMBER 26, 2008	
-	NO. 48453C0505H DATE: SEPTEMBER 26, 2008	

PHASING TABLE

	AC.	SF LOTS	AMENITY AREA LOTS	O.S. & D.E. LOTS
PH 1	35.85	220	0	3
PH 2	105.24	215	1	5
PH 3	34.69	178	0	1
TOTAL	175.78	613	1	9

STREET NAME	ROW WIDTH	STREET WIDTH	DESIGN SPEED	TYPE	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
STREET A	80'	40'	30 MPH	C&G	RESIDENTIAL COLLECTOR	PUBLIC	3,289
STREET B	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	776
STREET C	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	529
STREET D	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	1,861
STREET E	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	552
STREET F	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	546
STREET G	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	400
STREET H	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	695
STREET I	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	700
STREET J	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	887
STREET K	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	420
STREET L	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	365
STREET M	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	558
STREET N	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	1,988
STREET O	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	522
STREET P	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	941
STREET Q	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	547
STREET R	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	1,781
STREET S	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	1,385
STREET T	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	1,639
STREET U	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	1,463
STREET V	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	442
STREET W	50'	30'	30 MPH	C&G	LOCAL STREET	PUBLIC	493
					TOTAL LF:		22,773

NOTE: ALL THE STREET CROSS-SECTIONS WILL COMPLY WITH THE CITY OF AUSTIN STANDARD DETAILS. LOCAL STREET TO COMPLY WITH DETAIL "1000S-10" AND COLLECTOR STREETS TO COMPLY WITH DETAIL "1000S-11"

REV	DESCRIPTION	DATE	APR
△			
△			
△			
△			
△			

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TX 78731
TEL: 512.879.0400 www.bgeinc.com
TBPE Registration No. F-1046

ELM CREEK NORTHWEST

PRELIMINARY PLAT OVERALL

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED
PROFESSIONAL ENGINEER
10/19/2021

G:\TXC\Projects\Lennar\5609-00_Elm_Creek_Prelim_Plan\03_CADD\06_LD\01_Sheets\Prelim Elm Creek West\C-SP-PRELIM-WEST.dwg Layout: PRELIMINARY PLAT OVERALL Plotted: 8/10/2021 4:42:19 PM

ELM CREEK NORTHWEST

PRELIMINARY PLAT

NOTE:
FINISHED FLOOR ELEVATIONS ON ALL LOTS ADJACENT TO FLOODPLAINS SHALL BE TWO(2) FEET ABOVE THE HIGHEST ADJACENT BASE FLOOD ELEVATION.

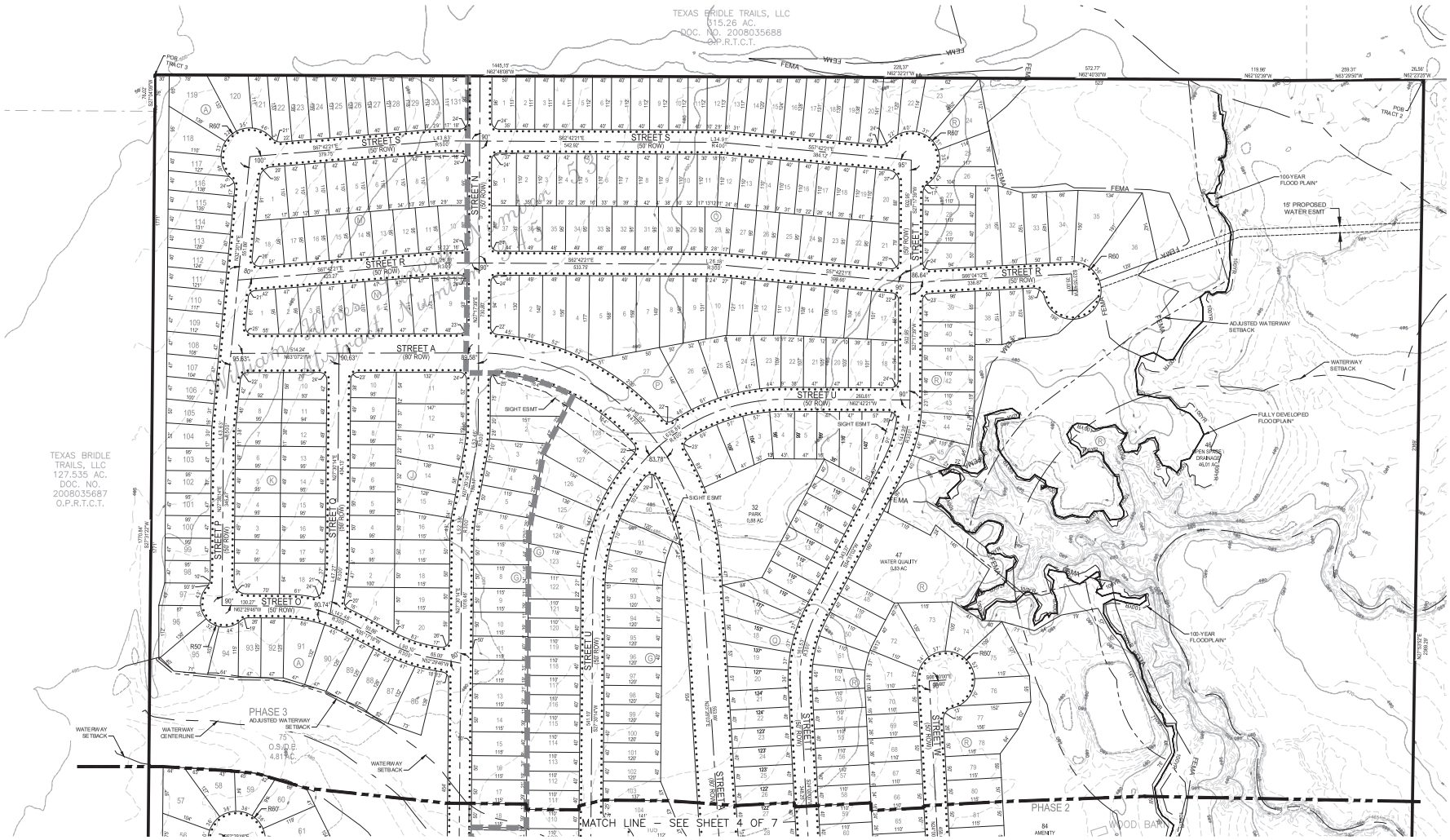
*FLOODPLAINS WERE CALCULATED USING THE NOAA ATLAS 14 VOLUME 11, VERSION 2 PRECIPITATION DEPTH OF 11.9 INCHES FOR 100 YR STORM EVENT. FULLY DEVELOPED FLOODPLAIN ASSUMES 70% IMPERVIOUS COVER IN THE CONTRIBUTING DRAINAGE AREA.

LEGEND

- PROPERTY BOUNDARY
- XXX — MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PROPOSED LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED SIDEWALK
- 100YR — 100-YEAR FLOODPLAIN*
- FULLY DEVELOPED 100-YEAR FLOODPLAIN*
- FEMA — FEMA FLOODPLAIN*
- PHASE LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- WATERWAY SETBACK
- ADJUSTED WATERWAY SETBACK
- WATERWAY CENTERLINE
- TREE TO BE REMOVED

N

0 50' 100' 200'
SCALE: 1" = 100'



REV	DESCRIPTION	DATE	APR
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DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TX 78731
TEL. 512-879-0400 www.bgeinc.com
TBPE Registration No. F-1046

ELM CREEK NORTHWEST

PRELIMINARY PLAT (1 OF 2)

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED
PROFESSIONAL ENGINEER
10/19/2021

SHEET
3 OF 7

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ELM CREEK NORTHWEST

PRELIMINARY PLAT

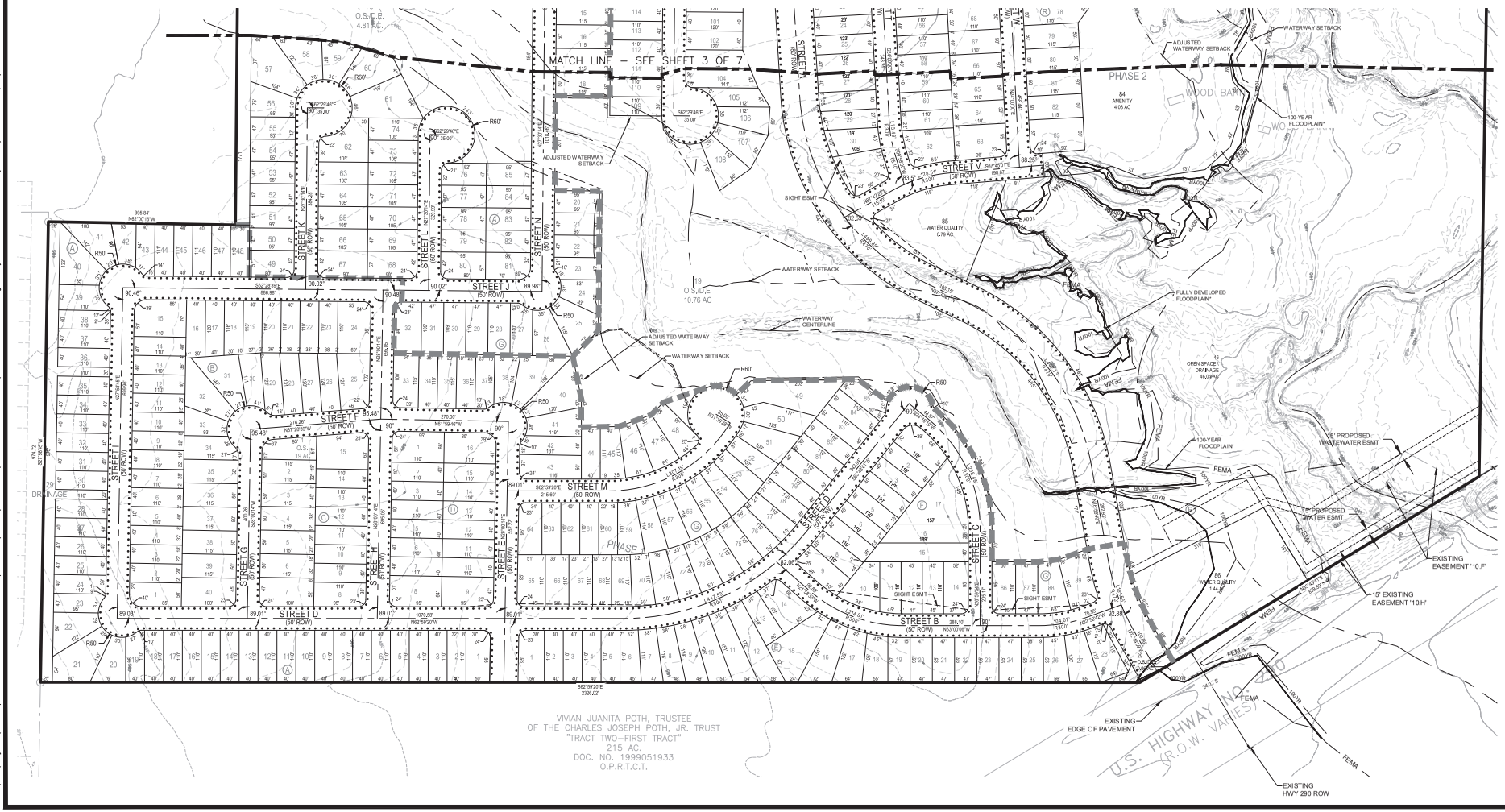
LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PROPOSED LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED SIDEWALK
- 100-YEAR FLOODPLAIN*
- FULLY DEVELOPED 100-YEAR FLOODPLAIN*
- FEMA FLOODPLAIN*
- PHASE LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- WATERWAY SETBACK
- ADJUSTED WATERWAY SETBACK
- WATERWAY CENTERLINE
- TREE TO BE REMOVED

NOTE:
FINISHED FLOOR ELEVATIONS ON ALL LOTS ADJACENT TO FLOODPLAINS SHALL BE TWO(2) FEET ABOVE THE HIGHEST ADJACENT BASE FLOOD ELEVATION.

*FLOODPLAINS WERE CALCULATED USING THE NOAA ATLAS 14 VOLUME 11, VERSION 2 PRECIPITATION DEPTH OF 11.9 INCHES FOR 100 YR STORM EVENT. FULLY DEVELOPED FLOODPLAIN ASSUMES 70% IMPERVIOUS COVER IN THE CONTRIBUTING DRAINAGE AREA.

0 50' 100' 200'
SCALE: 1" = 100'



REV	DESCRIPTION	DATE
		APR

DESIGNED BY:
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BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TEL. 512-879-0400 www.bgeinc.com
TBPE Registration No. F-1046

ELM CREEK NORTHWEST

PRELIMINARY PLAT (2 OF 2)

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED
PROFESSIONAL ENGINEER
10/19/2021

SHEET
4 OF 7

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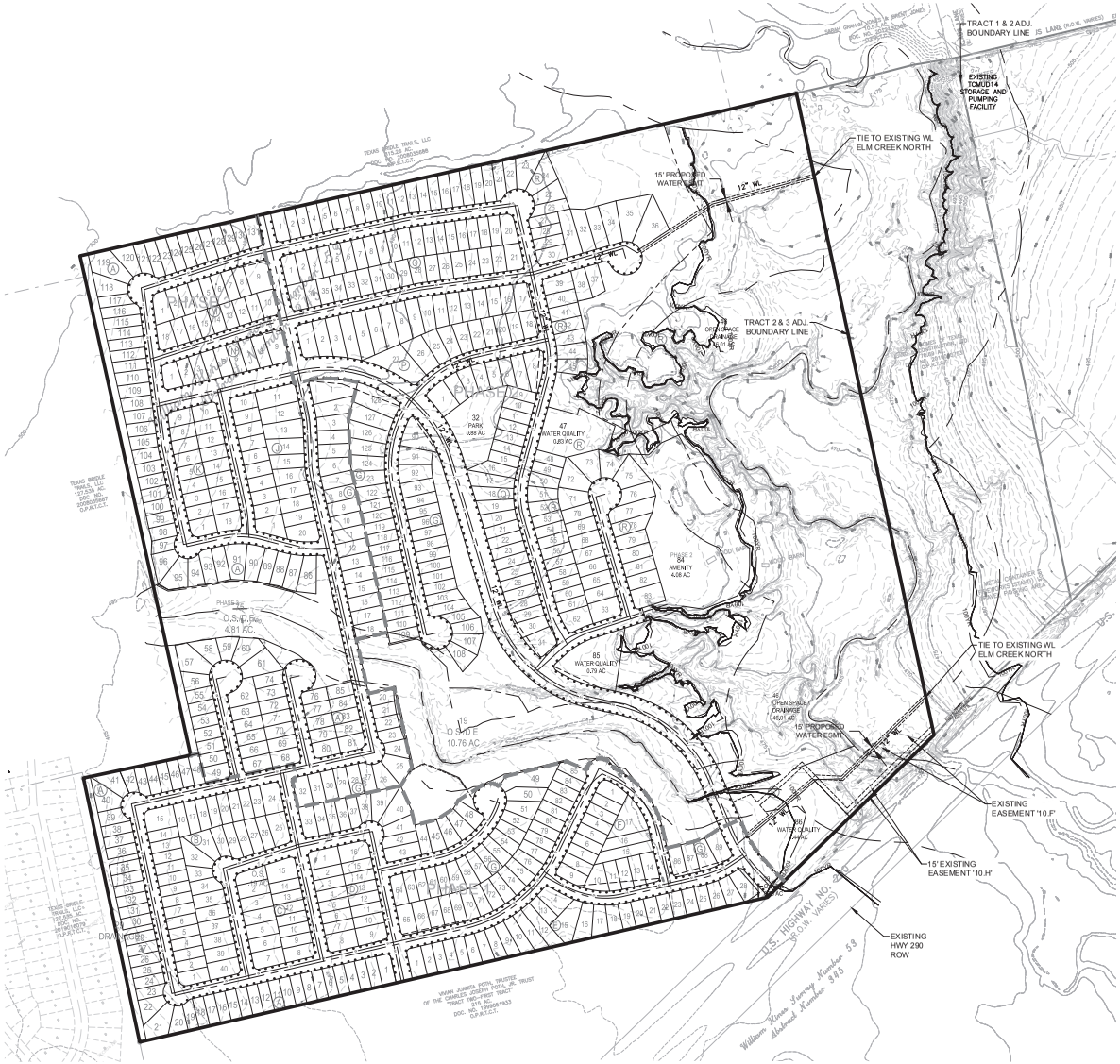
ELM CREEK NORTHWEST

PRELIMINARY PLAT



0 100' 200' 400'

SCALE: 1" = 200'

LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PROPOSED LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED SIDEWALK
- 100-YEAR FLOODPLAIN*
- FULLY DEVELOPED 100-YEAR FLOODPLAIN*
- PHASE LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- WATERWAY SETBACK
- ADJUSTED WATERWAY SETBACK
- WATERWAY CENTERLINE
- TREE TO BE REMOVED
- PROPOSED WATER LINE

NOTE:
FINISHED FLOOR ELEVATIONS ON ALL LOTS ADJACENT TO FLOODPLAINS SHALL BE TWO(2) FEET ABOVE THE HIGHEST ADJACENT BASE FLOOD ELEVATION.

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ALL WATERLINES SHOWN ARE 8" UNLESS OTHERWISE INDICATED. FIRE HYDRANTS, VALVES AND OTHER APPURTENANCES WILL BE LOCATED AND DESIGNED WITH SUBDIVISION CONSTRUCTION PLANS.

REV	DESCRIPTION	DATE	APR

DESIGNED BY:

REVIEWED BY:

DRAWN BY:

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TEL. 512-879-0400 www.bgeinc.com
TBPE Registration No. F-1046

ELM CREEK NORTHWEST

PRELIMINARY WATER LAYOUT

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED
PROFESSIONAL ENGINEER
10/19/2021

SHEET
5 OF 7

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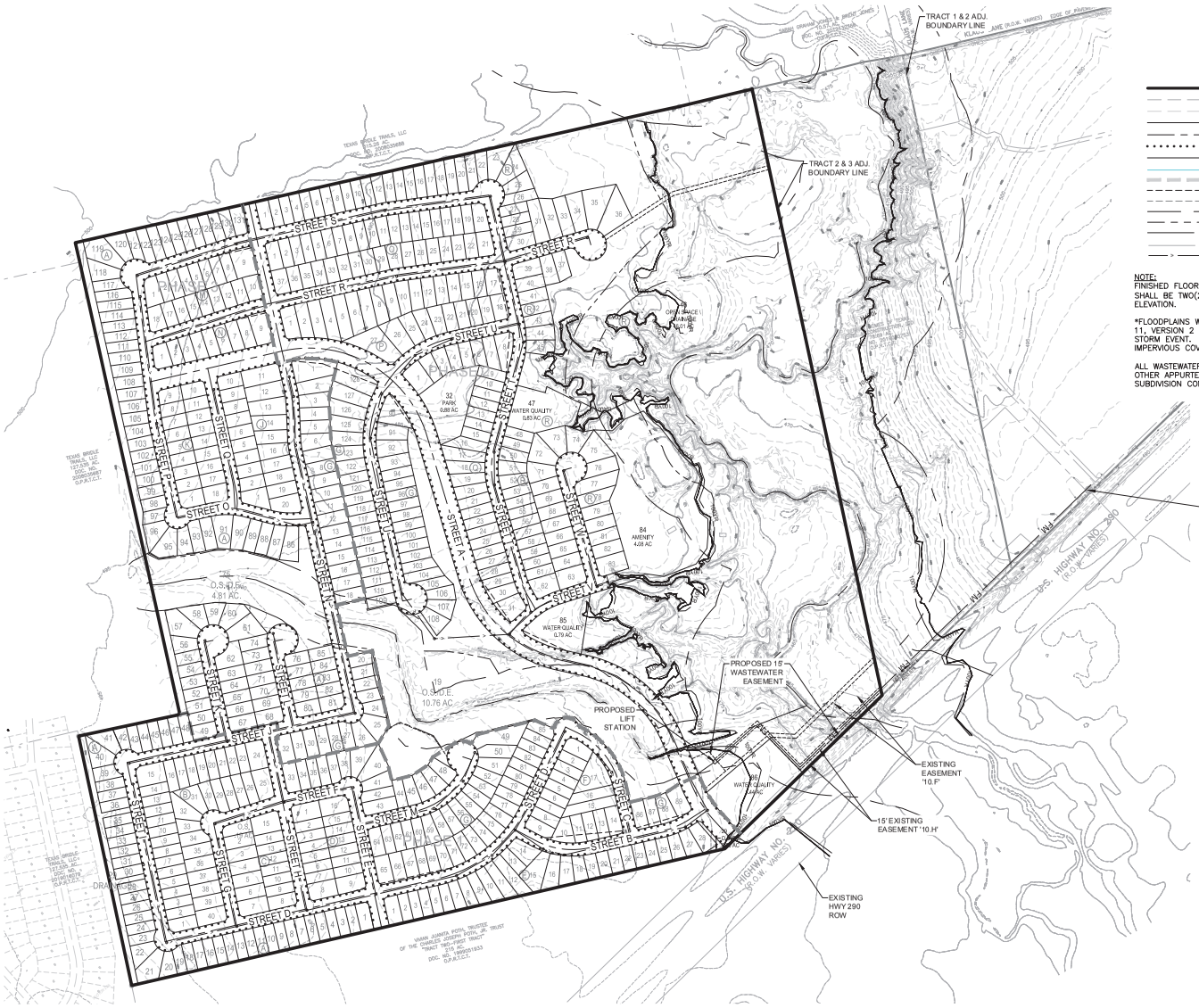
ELM CREEK NORTHWEST

PRELIMINARY PLAT



0 100' 200' 400'

SCALE: 1" = 200'

LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MINOR ELEV. CONTOUR
- PROPOSED LOT LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED SIDEWALK
- 100-YEAR FLOODPLAIN*
- FULLY DEVELOPED 100-YEAR FLOODPLAIN*
- PHASE LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- WATERWAY SETBACK
- ADJUSTED WATERWAY SETBACK
- WATERWAY CENTERLINE
- TREE TO BE REMOVED
- PROPOSED WASTEWATER LINE

NOTE:
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ALL WASTEWATER LINES SHOWN ARE 8" UNLESS OTHERWISE INDICATED. OTHER APPURTENANCES WILL BE LOCATED AND DESIGNED WITH SUBDIVISION CONSTRUCTION PLANS.

REV	DESCRIPTION	DATE	APR

DESIGNED BY:

REVIEWED BY:

DRAWN BY:

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TX 78731
TEL. 512.879.0400 www.bgeinc.com
TBPE Registration No. F-1046

ELM CREEK NORTHWEST

PRELIMINARY WASTEWATER LAYOUT

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED
PROFESSIONAL ENGINEER

SHEET 6 OF 7

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ELM CREEK NORTHWEST

PRELIMINARY PLAT

0 100' 200' 400'

SCALE: 1" = 200'

LEGEND

- PROPERTY BOUNDARY
- MAJOR ELEV. CONTOUR
- MAJOR ELEV. CONTOUR
- 100-YEAR FLOODPLAIN
- WATERWAY SETBACK
- ADJUSTED WATERWAY SETBACK
- WATERWAY CENTERLINE
- STORM WATER FLOW DIRECTION
- DRAINAGE AREA BOUNDARY
- STORM STRUCTURE CENTERLINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- STORM LINE
- AREA/GRATE INLET
- CURB INLET
- HEADWALL WITH ENERGY DISSIPATOR
- AREA ADDED TO CREEK BUFFER
- AREA REMOVED FROM CREEK BUFFER

NOTE:
AREAS ADDED TO THE CREEK BUFFER ARE EQUAL OR GREATER THAN THE SIZE OF THE AREAS REMOVED FROM THE CREEK BUFFER.

FINISHED FLOOR ELEVATIONS ON ALL LOTS ADJACENT TO THE FLOODPLAIN SHALL BE TWO(2) FEET ABOVE THE HIGHEST ADJACENT BASE FLOOD ELEVATION.

PERMANENT WATER QUALITY CONTROLS SHALL BE DESIGNED PER THE CITY OF AUSTIN ENVIRONMENTAL CRITERIA MANUAL PER 482.944.

TREE SURVEY AND ASSESSMENTS SHALL BE PREPARED WITH THE SUBDIVISION CONSTRUCTION PLANS.

REV	DESCRIPTION	DATE	APR
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△			
△			

DESIGNED BY:

REVIEWED BY:

DRAWN BY:

BGE, Inc.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TEL. 512-879-0400 www.bgeinc.com
TBPE Registration No. F-1046

ELM CREEK NORTHWEST

OVERALL DRAINAGE LAYOUT

STATE OF TEXAS
TIMOTHY M. HOLLAND
94848
LICENSED
PROFESSIONAL ENGINEER
8/10/2021

SHEET
7 OF 7

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Attachment 4
TRC Comment Letter

505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

August 23, 2021

Mr. David Harrell, Development Services Director
City of Elgin
310 N. Main St.
Elgin, Texas 78621

RE: Elm Creek Northwest – Preliminary Plat Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted on August 10, 2021 by BGE Inc. (BGE):

1. Preliminary Plat dated August 10, 2021.
2. Other supporting documents submitted with the final plat: Comment response letter.

The following information is required from BGE before approval of the preliminary plat can be considered.

1. General Comments:

1.1. Under Sec. 2.01 of the Novinger Development Agreement non-cul-de-sac lots cannot be less than fifty (50) feet in width, unless the City or County adopt regulations that allow for smaller lots. The City has not adopted this standard as it requires R-2 zoning sized lots in areas within the ETJ with a lot minimum of 7,500 square feet unless the Commission approves a minimum 6,000 sq. ft (Sec. 36-170, City of Elgin Code of Ordinances). Provide Code documentation that Travis County allows smaller lots; otherwise, plat will need to be redesigned. This comment remains unresolved. Revise lots to conform with area and setback regulations set forth in the Novinger Development Agreement.

1.2. Revise plat or legal description shown on Sheet 1 so that they conform to one another. As submitted, the legal description and the metes and bounds shown on the plat do not match.

1.3. The tie to an original corner of the original survey of which said land is a part shall include the name of the original survey within the label.

1.4. Provide the HEC HMS data as referenced in the Preliminary Drainage Impact Analysis. **This comment remains unresolved.**

If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

K. Beau Perry, P.E.
Vice President

cc: Mr. Timothy M. Holland, P.E., BGE, Inc.

Development Services Department

STAFF REPORT

Addition of Ch. 48, City Code regarding Site Development.

Date: October 16, 2021

Hearing Dates: Planning & Zoning Commission – October 25, 2021
City Council – November 16, 2021

REQUEST SUMMARY

City Staff is requesting a new addition to the City Code. This will address site development of lots that are all other uses other than single family and two-family lots. (i.e., development of a large site that are manufactured home, multi-family, commercial, or industrial in nature). Most Texas cities have a separate Code that deals with this type of development; however, we are lacking these standards. As the City continues to develop single family residential subdivisions, there will be more sites that will develop as commercial and industrial. These proposed regulations provide base regulations regarding regulatory authority, application processes, timeframes, and development standards for this new commercial and industrial development.

Most of the regulations within the proposed Site Development Code were pulled from Chapter 36, Subdivision Regulations. Site Development and Subdivision standards are mostly similar concerning base regulations. The language, although pulled from the Subdivision Code, has been changed to reflect a Site Development standard. Anything highlighted in green is reflective of newly written Code that was not pulled from the Subdivision Regulations.

ATTACHMENT(S)

Additional information is provided through attached exhibit(s).

1. Proposed Ordinance with Exhibit "A".

ORDINANCE NO. 2021-11-16-??

AN ORDINANCE ADDING CHAPTER 48 SITE DEVELOPMENT, REVISED CODE OF ORDINANCES, CITY OF ELGIN, TEXAS 2013 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 add certain regulations regarding site development; and

WHEREAS, City staff has determined that the proposed amendments provide consistency with other sections of the 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 48, Revised Code of Ordinances, City of Elgin, Texas, is hereby added 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 **16th** day of **November** 2021.

_____

Ron M. Ramirez, Mayor

ATTEST:

_____

Jennifer Stubbs, City Secretary

EXHIBIT "A"

CHAPTER 48 – SITE DEVELOPMENTS

ARTICLE I. – IN GENERAL

Sec. 48-1. – Authority.

(a) This Article is adopted under the authority of the state Constitution and laws and any other authority provided by law, or as such statutes may be amended.

(b) Regulation of the development of the land and the attachment of reasonable conditions to development of the land is an exercise of valid police power delegated by the state to the city.

Sec. 48-2. – Purpose and Intent.

(a) The purpose of these regulations is to provide for orderly, safe, and healthful development to promote the health, safety, and general welfare of the community.

(b) The system of improvements on a site, water and wastewater services, other utilities, drainage, public facilities, and community amenities determines in large measure the quality of life enjoyed by the residents of the community. Health, safety, economy, amenities, environmental sensitivity, and convenience are all factors which influence and determine a community's quality of life and character. A community's quality of life is of public interest. Consequently, the development of land, as it affects a community's quality of life, is an activity whose regulation is a valid function of municipal government.

(c) These regulations are designed and intended to achieve the following purposes, and shall be administered to:

(1) To establish rules and procedures for the orderly planning and development of commercial sites and residential sites involving more than two (2) dwelling units in a building;

(2) To provide for a permit separate and distinct from the building permit so that site issues such as drainage, landscaping, lighting, traffic control, driveways, streets, access, utilities, and internal circulation may be resolved;

(3) Harmoniously relate the development of the various sites to the existing community and facilitate the future development of adjoining tracts;

(4) Provide that the cost of improvements to minimum standards which primarily benefit the tract of land being developed be borne by the owner or developers of the tract, and that the cost of improvements to minimum standards which primarily benefit the whole community be borne by the whole community;

(5) Provide the most attractive relationship between the land as developed and the circulation of traffic throughout the site and area, having regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the proposed development, and to provide for the proper location and width of streets, driveways, and building lines;

(6) Prevent pollution of the air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard both surface and groundwater supplies; and to encourage the wise use and management of natural resources throughout the municipality to preserve the integrity, stability, and beauty of the community and the value of the land;

(7) Preserve the natural beauty and topography of the municipality and ensure appropriate development regarding these natural features;

(8) Establish adequate and accurate records of land development;

(9) Ensure that public or private facilities are available and will have a sufficient capacity to serve proposed development;

(10) Standardize the procedure and requirements for developing property and submitting plans for review and approval;

(11) Protect and provide for the public health, safety and general welfare of the community;

(12) Protect the character and the social and economic stability of all parts of the community and encourage the orderly and beneficial development of all parts of the community;

(13) Protect and conserve the value of land throughout the community and the value of buildings and improvements upon the land;

(14) Guide public and private policy and action in providing adequate and efficient transportation systems, public utilities, and other public amenities and facilities;

(15) Encourage the development of a stable, prospering economic environment; and

(16) To provide city staff with procedures for the review and approval of site development.

(e) Site development should be of a quality to carry out the purpose and spirit of the policies expressed in the Comprehensive Plan and in this Ordinance.

Sec. 48-3. – Jurisdiction.

(a) All land located within the corporate limits of the city.

(b) Within the extraterritorial jurisdiction as permitted by State law or which has been approved by the Council through an agreement not prohibited by State law.

Sec. 48-4. – Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. Words not defined in this Section shall have the meaning prescribed in Merriam Webster's Collegiate Dictionary, Eleventh (11th) Edition. Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "may" is optional. The word "herein" means in this Ordinance. The word "regulations" means the provisions of any applicable ordinance, rule, regulation, or policy. The word "person" means any human being or legal entity

and includes a corporation, a partnership, and an incorporated or unincorporated association. The words "used or occupied" as applied to any land or building shall be construed to include the words intended, arranged, or designed to be used or occupied.

Abutting: Adjacent; joining at a boundary.

Access: Means a way of approaching or entering a property.

Administrator: See *Site Development Administrator.*

Alley: Means a minor right-of-way, dedicated to public use, which gives a secondary means of vehicular access to the back or side of properties otherwise abutting a street, and which may be used for public utility purposes.

Applicant: Means a person applying for application approval under this Chapter.

As-builts: Means a set of certified construction plans specifying how the public improvements required for the site development application were constructed. These must be sealed by a professional engineer registered in this State.

Building: Means any structure intended for shelter, housing or enclosure for persons, animals, or chattel.

Building official: The person or entity designated by the city or appointed to perform the duties and responsibilities set forth in Chapter 6, City Code.

Building permit: Means a permit issued by the City which is required prior to commencing construction, "finish-out," or reconstruction or modification of a structure.

Building setback line: A line beyond which a building must be set back from the property line in accordance with the zoning code.

Buffer zone: Means a vegetated area adjacent to a creek, river, or natural drainageway.

Business days: The number of City working days specified, excluding Saturday, Sunday, a legal City holiday, and days where the City Hall has been ordered closed by the City Manager, Mayor, or City Council.

Calendar days: The number of days specified in a yearly calendar, unless the last day falls on Saturday, Sunday, legal City holiday, or days where the City Hall has been ordered closed by the City Manager, Mayor, or City Council.

Caliper: Means the diameter of a tree measured at diameter breast height (dbh).

Certificate of completion: Documentation provided by the applicant's State licensed engineer certifying the development has been built in accordance with the approved as-builts plans.

Certificate of occupancy: A written certificate issued by the building official authorizing use and occupancy of a structure upon the satisfactory completion of any work or operations authorized by the city's building permit or other permit or same in occupancy.

City: Means the City of Elgin, Texas.

City limits: See *Corporate Limits*

City engineer: Means a duly qualified and licensed engineer under the provisions of the Texas Engineering Registration Act hired by the city to plan review and inspect items within the Chapter. In the event the city does not have an engineer, his duties herein shall be performed by the Administrator with recommendations of consulting engineers as needed.

Comprehensive plan: Means the overall development plan for the community which has been officially adopted by Council and updated from time to time to provide long-range development policies including all specified individual elements thereof.

(City) construction standards: Means a library of City-approved drawings and technical data representing typical drainage, transportation, erosion and sedimentation control, utility appurtenances, and other items to be constructed for City approval within a development.

Contiguous: Means adjacent property whose property lines are shared or are separated by only an access strip, street, alley, easement, or right-of-way.

Corporate limits: Means within the incorporated boundaries of the City.

Council: The City Council of the City.

County: Means, with respect to land located in Bastrop County, Bastrop County, Texas; and, with respect to land located within Travis County, Travis County, Texas; and, with respect to land located within Williamson County, Williamson County, Texas.

Dedication: Means the grant of an interest in property for public use.

Design storm: Means a probable rainfall event the frequency of which is specified in periods of years and which is used to design drainage facilities and determine flood elevations.

Department: Shall mean the City Development Services Department.

Developer: An individual, partnership, corporation, or governmental entity undertaking the improvement of land and other activities covered by this Article.

Development: Any manmade change in improved and unimproved real estate, including but not limited to buildings, utilities, access, roads or other structures, mining, dredging, filling, grading, clearing or removing vegetation, paving, deposit of refuse, deposit of waste, deposit of fill, or excavation for the purpose of constructing permanent structures on the real estate; development does not include lawn and yard care, including mowing of tall weeds and grass, gardening, tree care and maintenance, removal of trees or other vegetation damaged by natural forces, and ranching and farming shall not constitute development. Utility, drainage, and street repair, and any construction maintenance and installation which does not require land disturbance or result in additional impervious cover shall also not constitute development.

Development agreement: A voluntary contract between the City and a person who owns or controls property, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property.

Development density: Means the number of dwelling units per acre.

Development review committee (DRC): It is comprised of City staff members representing the various City departments and approved City third-party entities involved in the review and approval process for items in this Chapter.

Diameter breast height (DBH): the area where a tree is at four and one-half (4½) feet above ground level; measurements shall be taken in inches. If the tree is a single trunk it is measured at DBH. If the tree splits into multiple trunks at DBH, each trunk is measured at the DBH for an amalgamated total. Any fractional numbers shall be dropped from the measurement.

Director (as denoted within the parkland standards): The Parks and Recreation Director

Drive aisle: a vehicle passageway or maneuvering space by which vehicles enter and depart parking stalls and/or move between developments.

Driveway: means any vehicular driving surface connecting a drive approach.

Driveway Approach: means a paved surface connecting the street to a front lot line.

Dwelling, single family: Means a detached or attached dwelling unit designed to be occupied by one family on one (1) lot, this definition shall include townhomes and patio homes. This definition shall not include condominiums.

Dwelling, two-family: Means attached dwelling units in one (1) building designed to be occupied by two (2) families living independently of each other on one (1) lot.

Dwelling, multiple family: Means three (3) or more attached dwelling units in one (1) building designed to be occupied by three (3) or more families living independently of each other on one (1) lot.

Dwelling unit: A unit providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Easement: A grant of one (1) or more of the property rights by the property owner to and/or for the use by the public, corporation, or another person or entity.

Engineer: A person duly authorized under the provisions of the Texas Engineering Registration Act, as heretofore or hereafter amended, to practice the profession of engineering

Environment: Means the aggregate of social and physical conditions that influence the life of the individual and/or community.

Extraterritorial jurisdiction (ETJ): Means territory outside the corporate limits which is within the extraterritorial jurisdiction of the City as defined by State Statute, or which is subject to the City's authority due to an agreement with another municipality or property owner.

Fence: A physical barrier or enclosure consisting of wood, stone, brick, block, wire, metal, or similar material used as a boundary or means of protection or confinement, but not including a hedge or other vegetation

Filing date: Means the date that site development application is determined to be complete and are accepted for review by the City.

Frontage: Means the width of a lot or parcel abutting a public right-of-way measured at the property line.

Flood: A general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

Floodplain: Means channel of a waterway and the adjacent land area subject to inundation during the design storm.

Grade: Means the slope of a road, street, other public way or utility line specified in terms of percent (%); the topographic relief of a parcel of land; the average elevation at ground level of the buildable area of a lot or parcel of land.

Grading: Means any stripping, cutting, filling, or stockpiling of earth or land, including the land in its cut or filled condition.

Hardscape: The nonliving elements used in landscape, i.e., decorative walls, ledges, fountains, sculpture, stone paths.

Holding costs (as denoted in the parkland standards): Means all costs incidental to the respective tract of land borne by the respective landowner.

Improvements: Means any street, driveway, parking lot, alley, roadway, barricade, sidewalk, bikeway, pedestrian way, utilities, storm drainage network, parkland, landscaping, or other facility or portion thereof for which people will use and/or is necessary for the operation of the development.

Impervious cover: Means construction limiting the absorption of water by covering the natural land surface; this shall include, but not be limited to, all streets and pavement within the development.

Irrigation specialist: Means a duly qualified and licensed irrigation specialist under the provisions of State law who designs and maintains irrigation systems for vegetative environments.

Landscaping: Consists primarily of existing and introduced vegetation, as well as other related improvements to a lot including, but not limited to, forming and berming, irrigation systems, hardscape, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Landscape architect: Means a duly qualified and licensed landscape architect under the provisions of State law who designs and maintains outdoor vegetative environments.

Living unit equivalent (LUE): An LUE is the typical flow that would be produced by a single-family residence.

Lot: A parcel of real property shown as a distinct and separate parcel on a plat, record of survey, parcel map, or subdivision map recorded in the office of the County Clerk; or a parcel of real property exempted from the requirement to plat under zoning or subdivision regulations.

Lot line: A line of record bounding a lot which divides one (1) lot from another lot or from a public or private street, right-of-way, or any other public space.

Major site development application: See *Site development application, major.*

Minor site development application: See *Site development application, minor.*

Mixed Use: Means development on a lot consisting of both residential and non-residential uses together. This term does not differentiate between vertical mixed uses in a building or horizontal mixed uses on a lot.

Non-residential: All development not meeting the definitions of Dwelling, single family; Dwelling, two-family, or Dwelling, multiple family in this Section.

Official county records: Means, with respect to land located in Bastrop County, the Official Records of Bastrop County, Texas; and, with respect to land located within Travis County, the Official Records of Travis County, Texas; and, with respect to land located within Williamson County, the Official Records of Williamson County, Texas.

Off-site improvements: Means any required improvement which lies outside of the property being developed.

One hundred (100) year floodplain: Means that flood which has a probability of occurring once in a one hundred (100) year period or a one percent (1%) chance in any given year.

Patio home: A single-family dwelling on a separate lot with open space setbacks on three sides and a zero-lot line on one side.

Person: Any individual, association, firm, corporation, governmental agency, political subdivision, or other legal entity.

Plat: A map representing a tract of land, showing the boundaries and location of individual properties and streets in accordance with Chapter 212, Texas Local Government Code (TLGC), as amended.

Platted: See *Plat.*

Pre-construction meeting: A meeting between a developer, a developer's representatives, and the City held after approval of the construction plans for the purposes of exchanging information and identifying potential problems with the schedule and process of a proposed development.

Reciprocal access: Refers to connectivity between contiguous nonresidential or multifamily properties to allow for the connection of or access to drive lanes, fire lanes, driveways, or parking lots between such properties.

Residential: Refers to a lot where only *dwelling, multiple units* exist on the lot.

Retaining wall: A retaining wall is a structure that holds or retains soil behind it.

Site development administrator: The City Manager or the person designated by the City Manager to administer the regulations and provisions of this Chapter.

Site development application: Means the application, and any applicable drawings, plans, and specifications indicating the proposed location and design of improvements to be installed as site improvements. They shall be sealed by a professional engineer, landscape architect, or other professional, as necessary.

Site development application, major: Project not meeting the definition of *Site development application, minor*.

Site development application, minor: Projects subject to this application which meet the following standards:

(a) Development that does not significantly affect runoff quantities and drainage patterns to the satisfaction of the City Engineer, or

(b) Does not relocate buildings by more than 25 horizontal feet, or

(c) Does not add more than 1,000 square feet of impervious coverage, or

(d) Construction of a fence or retaining wall that may obstruct or change the flow of water, or

(e) Installation and modification of utilities and their associated facilities when this is the only proposed improvement(s), or

(f) Installation and modification of landscaping plan or irrigation plan and their associated facilities when this is the only proposed improvement(s), or.

(g) Relocation of any approved building square footages or parking areas due to the exercise of the power of eminent domain by the City.

(h) Any error of measurements, acreage, dimensions, or other similar situation.

(i) Any other minor site activity like those listed above as approved by the Administrator.

State: Means the State of Texas.

State Health Department: Means the Texas State Department of Health.

Street: Means any public or private right-of-way which affords the primary means of vehicular access to abutting property.

Street, arterial: Primarily provides circulation which continues, or is intended to continue, across the city and which serves to connect remote parts of the city and other municipalities. These may also be a principal connecting street with State or federal highways. These may be further sub-classified into major and minor.

Street, collector: Primarily provides circulation within neighborhoods, to carry traffic from local streets to arterial streets, or to carry traffic through or adjacent to commercial or industrial areas. These may be further sub-classified into major and minor.

Street, local: Primarily provides for access to abutting residential property. A local street does not include roadways that carry through traffic, but will generally be intersected frequently by *Street, collectors.*

Street, width: That distance within street right-of-way (ROW).

Structure: Means anything constructed or erected, the use of which requires location on the ground or which is attached to something having a location on the ground.

Surveyor: A licensed State Land Surveyor or a Registered Public Surveyor, as authorized by State statute to practice the profession of surveying.

Townhome: A single-family attached dwelling with three (3) to no more than six (6) units, with each single unit extending from the ground to the roof and with each unit having individual outside access.

Traffic impact analysis (TIA): A study that provides information on the projected traffic generated by a proposed development, assesses the effect of the proposed development on a roadway(s) near the development, identifies a potential traffic operational problem(s) or concern(s) and recommends solutions/actions to address the problems/concerns and assesses the potential vehicular trips generated by other undeveloped sites in the established study boundary. These shall incorporate approvals from the necessary jurisdictions of connecting roadways (i.e. private roadway owner, City, neighboring City as applicable, County and State).

Tree: means any self-supporting woody plant species.

Tree, dripline: A point on the ground where water will drip off the widest-reaching branches of a tree.

Tree, heritage: Native tree(s), as defined by Texas A&M Forest Service, which are a minimum of twenty (20) caliper inches and greater. This shall not include any noxious or invasive species as defined by the State or any non-native species.

Tree, protection zone: A zone established around a tree whereby no construction, trimming, or fill activity can occur. This zone is a measurement from the diameter breast height of a tree trunk to the furthest drip line which forms a concentric circle around the tree based on this measurement (i.e. the furthest measurement from a trunk to drip line is twenty-five (25) feet, therefore a twenty-five (25) foot concentric circle from the trunk will be shown).

Tree, significant: Native tree(s), as defined by Texas A&M Forest Service, which are a minimum of ten (10) caliper inches to a maximum of nineteen (19) caliper inches. This shall not include any noxious or invasive species as defined by the State or any non-native species.

Tree, survey: means a scaled drawing accurately showing the location, caliper, and tree protection zone of trees in relation to the property boundaries.

Sec. 48-5 – Fees.

(a) *Fees mandatory.* Fees shall be collected by the City at the time of the filing of an application and throughout the application process as described in this Article. No action shall be valid until such fees are paid.

(b) *Refunding of fees.* No filing fees shall be refunded because any application is later withdrawn or disapproved. This shall not apply to any sidewalk-in-lieu fees or other similar fees.

(c) The fees to be charged shall be established in the City's fee ordinance.

ARTICLE II. – APPLICATION STANDARDS

Sec. 48-6 – Application of Chapter.

(a) *Compliance required.* Any person who develops or causes to be developed a lot shall comply with this Chapter, unless otherwise exempted.

(b) *Conflict of code provisions within Chapter.* If any provision of this Chapter conflicts with any other provision in this Chapter or any other provision in the code of ordinances, the most strict or restrictive provision shall apply. If a provision in this Chapter is not more restrictive but is different from any provision in this Chapter or the code of ordinances, the Administrator shall determine what provision should be followed.

(c) *Conflict of code provisions with private restrictions.* This Chapter is not intended to abrogate any easement, covenant or any other private agreement or restriction, provided that where the provisions of these regulations are more restrictive or impose higher standards or regulations than such easement, covenant, or other private agreement or restriction, the requirements of these regulations shall govern.

(d) *No approval of site development plan unless lot has been platted; exemptions.* A property must either be platted or exempt from platting before a site development plan shall be approved by the City.

(e) *Lot to be developed in accordance with approved plan.* A lot for which a site development plan has been approved shall be developed in compliance with the approved site development plan.

(f) *No issuance of building permits unless site development plans approved.* No building permit shall be issued for the construction of any building on a lot, unless site development plans have been approved by the City on that same lot.

(g) *No issuance of a certificate of occupancy unless as-builts approved.* No Certificate of Occupancy for a building permit shall be issued unless as-builts are approved by the City and appropriate non-City entities.

(h) *Site construction before site development plan approval prohibited, certain exceptions.* No construction shall take place before the site development plan has been approved by the City. In certain circumstances the City may approve early land clearing and grading associated with the project independent from the full approval at the City's discretion. The applicant assumes full risk associated with this early approval.

(i) *Invalidation clause from court of competent jurisdiction*. If any provision of this chapter or the application of any provision to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

Sec. 48-7. – Exceptions.

(a) *Certain Land Uses.* Any lot in which development consists of a dwelling single family, or dwelling two family, or an accessory building to any such structure.

(b) *Alteration or finish out of buildings in certain circumstances.* Alteration or finish-out of an existing building when the alteration or finish-out does not increase the square footage of the building or change the building footprint if the following applies:

(1) The use does not change, or if the use changes, the new use does not require more parking than is currently existing on the lot and no additional parking spaces, aisles or driveways are proposed; and

(2) The alteration, finish-out or change of use follows all applicable codes and regulations of the city; and

(3) The proposal does not increase the degree of any existing nonconforming use or nonconforming structure.

(c) *Certain fences and retaining walls, exception of city engineer.* Construction of a fence or retaining wall, but no exception is granted by this subsection for construction of a retaining wall or for a fence that may obstruct or change the flow of water.

(d) *Restoration of building in certain timeframe*. Substantial restoration that is commenced within a period of one (1) year of a building damaged by war, wind, fire, volcano, explosion, hurricane, earthquake, flood, tornado, riot, or similar act of god.

(e) *As allowed by City:* Any improvements deemed as not meriting review through the Site Development Application process by the City, which improvements can be addressed through another means of permitting. If that permitting is necessary in accordance with established regulations.

ARTICLE III. – ENFORCEMENT & APPLICANT RESPONSABILITIES

Sec. 48-8 – Enforcement of Regulations.

(a) *Code violation.* It is a violation of this code to construct on a lot without complying with the requirements of this Chapter.

(b) *Parties liable for violations.* If a corporation is found to be in violation of this chapter, each of its officers, agents, and/or employees who were in any way responsible for such violation shall be individually and severally liable for penalties herein prescribed.

(c) *Criminal penalty by court. A*ny individual who intentionally, knowingly, recklessly, or criminally negligently violates any provision of this Chapter, is guilty of a class C misdemeanor and upon conviction shall be subject to a fine of not less than $1.00 and not more than $2,000.00. Each day of such violation may constitute a separate offense. Such penalty is cumulative and not exclusive of any other rights or remedies the City may have.

(d) *Civil penalty by court.* In addition to the criminal penalties set out above, the City may institute a civil action, in law and or equity, in a court of competent jurisdiction against any individual who violates any provision of this Chapter; and the City may seek such equitable relief or monetary relieve that may be available under the statutes, common law, and constitutions of the State and federal governments.

(e) *Other means of compliance*. In addition to the remedies set forth above, the City may enforce compliance with the requirements of this chapter by:

(1) Refusing to approve improvements;

(2) Withholding or suspending building permits or certificates of occupancy;

(3) Not allowing connection to or disconnection of utility service; or

(4) Issuing a stop work order.

Sec. 48-9 – Responsibility of Applicant.

Notwithstanding the approval of any item in this Chapter by the City, the developer and the professional that prepares and submits such items shall be and remain responsible for the adequacy of the design and nothing in this Chapter shall be deemed or construed to relieve or waive the responsibility of the developer or his/her engineer for or with respect to any item submitted in accordance with this Chapter.

Sec. 48-10 – Applicant to retain certain professionals.

(a) *Responsibilities of engineer.* The applicant shall retain the services of an engineer, registered in the State, whose seal shall be placed on each sheet of the drawings, or cover sheet of studies, unless denoted below in subsection (b) -(d), and who shall be responsible for the design and inspection of the drainage, roads and streets, and sewer and water facilities within the subdivision. The services performed by the engineer shall be as designated in the most recent addition of the "Manual of Professional Practice - General Engineering Service," published by the state society of professional engineers, and shall include both design and inspection as defined therein.

(b) *Responsibilities of landscape architect.* The applicant shall retain the services of a landscape architect, registered in the State, whose seal shall be placed on each sheet involving tree surveys, tree preservation, tree mitigation, tree planting, and any schematics of involving tree barriers, staking, root barriers, or any addition of fill within the drip lines of the trees and shall include both design and inspection as defined therein.

(c) *Responsibilities of irrigation specialist.* The applicant shall retain the services of an irrigation specialist, registered in the State, whose seal shall be placed on each sheet involving irrigation of any preserved or installed trees, shrubs, and sod and shall include both design and inspection as defined therein.

(d) *Responsibilities of other applicable specialists.* The applicant shall retain the services of other applicable specialist, registered in the State, whose seal shall be placed on each sheet involving items, including but not limited to, photometrics, environmental, hydrology, and fire. It shall also include both design and inspection as defined therein.

Sec. 48-11 – Approval of Site Development Infrastructure.

Approval of the site development infrastructure occurs only when the as-builts have been approved by the City, other applicable non-City entities, and a Certificate of Completion has been submitted by the project State licensed engineer. Signature of the document by the City and any other applicable non-City entities, along with the Certificate of Completion, constitutes completion and approval of the infrastructure.

Secs. 48-12 – 48-29. - Reserved.

ARTICLE IV. - PROCESSING PROCEDURE

Sec. 48-30 – Pre application meeting.

(a) *Required meeting.* A pre-application meeting is required prior to the submittal of the site development plan application, unless otherwise waived by the City.

(b) *Recommended attendees.* Attendance should include the owner, the applicant, the applicant's designated engineer, other professionals as required by the applicant, the Site Development Administrator, and any other members of the City staff as may be appropriate.

(c) *Required items to be brought to meeting.* Plans and documentation must be brought to the meeting. Failure to provide this information or documentation at the time of meeting is grounds for cancelation and rescheduling.

Sec. 48-31 – Application standards.

(a) *Applications required and determination of official filing date.* Requests for site development shall be sent to the City, in writing, on a form prescribed by the City. A complete application package must be filed with the City. A complete application package is as denoted below:

(1) Completion of a required pre-application meeting; and

(2) Fully complete and signed application form with the associated application packet; and

(3) All other certificates, plans, documents, and instruments required by this Chapter to be submitted with the application packet checklist and application instructions; and

(4) All associated filing fees, in accordance with the fee schedule, have been paid.

Sec. 48-32 – Format, Content, Documentation, and Certification of Application and Plans.

See Site Development Application Packet. The applicant is responsible for full completion of the Site Development Application Packet.

Sec. 48-33 – Completeness Review.

(a) *Timeframe for review.* Once items have been submitted to the City, it shall have fourteen (14) calendar days to review for completeness.

(b) *Determination of completeness and resubmittal by applicant*. Completeness shall be determined by the City reviewing and verifying items are present in accordance with the Site Development Application Packet. If the City determines the submittal compliant under this review, then it moves to a submittal review. If deemed noncompliant the applicant will be notified in writing of the reasons for noncompliance. This process repeats through subsections (a) and (b) until deemed complete by the City.

(c) *Completeness review not regarded as official filing of application.* Submittal of the application for a completeness review is not regarded as an official filing of the application

Sec. 48-34 – Submittal Review.

After the application is determined complete through the completeness review it will go through the submittal review. This review is conducted by the Development Review Committee (DRC). Submittals shall be as outlined below:

(a) *First submittal.* The DRC shall review the submittal within thirty (30) calendar days of the compliant completeness review and submit comments to the applicant in writing by the end of this timeframe.

(b) *Response of applicant; no timeframe or expiration of application.* The applicant shall address all individual comments from the DRC and resubmit back to the City. There is no maximum timeframe associated with resubmittal by the applicant. Also, there is no expiration date on the application within this Section.

(c) *Additional submittals.* Shall follow the process established in subsection (a) and (b) until all DRC comments are addressed by the applicant to the satisfaction of the City.

(d) *Submittal review determination regarded as official filing of application.* The start of the submittal review process under subsection (a) is regarded as the official filing date of the application.

Sec. 48-35 – DRC Review; Decision Options; Appeals.

(a) *DRC review requirements.* The DRC shall review the application for consistency with the Comprehensive Plan, City Construction Standards Manual, other public plans, applicable professional manuals, State Statutes, State Administrative Code, City Ordinances, City Code, and then release comments and concerns to the applicant.

(b) *Decision options.* The DRC shall approve if no other outstanding comments remain from the submittal review and deny if there are outstanding comments remaining from the submittal review.

(c) *Appeals*. There shall be no appeals from a denial.

Sec. 48-36 – Approval Expiration.

(a) The approval shall expire two (2) years after approval by the DRC, unless one (1) or more of the following events occur.

(1) *When building permits are required.* Building permits are issued prior to the expiration date and construction is commencing and diligently pursued to a certificate of occupancy. For purposes of this section, the term "diligently pursued" shall mean that activity towards completion of building construction as approved by the building permit and does not cease for more than thirty (30) consecutive calendar days and that substantial progress is being made. The Building Official will be responsible for making the determination of whether a building permit is being diligently pursued to completion and substantial progress is being made by the building permit applicant.

(2) *When no building permits are required.* When any required site work is commenced and diligently pursued towards a certificate of completion and as-builts. For purposes of this section, the term "diligently pursued" shall mean that activity towards completion of the development as approved and does not cease for more than thirty (30) consecutive calendar days and that substantial progress is being made. The Site Development Administrator will be responsible for making the determination of whether the project is being diligently pursued to completion and substantial progress is being made by the applicant.

Sec. 48-37 - Modification to Approved Plans:

Any proposed changes to the approved plans shall require a modification to that approved plan. This must be approved by the City. Any modifications to plans may necessitate filing of another application, in which it must be approved before a plan modification can be approved by the City.

Sec. 48-38 - Pre-Construction Meeting.

(a) *Required meeting*. A pre-construction meeting is required after City approval of site development plans, unless otherwise waived by the City.

(b) *Attendance at meeting.* Attendance should include the owner, the applicant, the applicant's designated engineer, other professionals as required by the applicant, the Administrator and any other members of the City staff as may be appropriate.

(c) *Required items at meeting.* Required items to be brought is in accordance with the City's agenda for the meeting. Failure to provide this information at the time of meeting is grounds for cancelation and rescheduling.

(d) *Required time to construct or another meeting required.* Construction shall begin within ninety (90) days after the pre-construction meeting, if construction has not started within the ninety (90) day period then another preconstruction meeting shall be required prior to construction, unless otherwise waived by the City.

Sec. 48-39 – List of Inspections; Inspection of Improvements.

(a) *Inspections list and inspections required*. The City shall inspect all necessary improvements to ensure compliance with the approved plans. A list of applicable inspections shall be more fully covered during the pre-construction meeting and through the City's permitting system.

(b) *Setting up inspections, payment, and timeframes.* An applicant shall contact the City to set up any required inspections and pay any required fees. Any fees must be paid before the City will set up the inspection. The City shall inspect the improvement within three (3) business days of contact to the City.

(c) *Right of entry and inspection.* The City shall have the right to enter upon the construction site for the purpose of conducting inspections. The City shall conduct inspections of the improvements during construction to ensure general conformity with plans and specifications as accepted. If the City finds upon inspection that any of the improvements have not been constructed in accordance with this Chapter or approved plans, then the applicant shall be responsible for making the necessary changes to ensure compliance.

(d) *City response to inspection.* The City shall issue written approval or denial of an improvement. If denied a checklist will be created that lists all deficiencies to be corrected. The applicant will be responsible for rescheduling an inspection in accordance with subsection (c).

(e) *Disclaimer and responsibility of applicant.* It is the responsibility of the applicant to request inspections when construction is complete or nearing completion to ensure that all work is in accordance with the approved site development plans. Inspection by the City, or a failure of the City to inspect construction as required herein, shall not in any way impair or diminish the obligation of the applicant to install improvements in accordance with the approved plan sets, applicable codes, City's Construction Standards Manual, to the standards of the City Engineer, or to the standards of the Site Development Administrator.

Sec. 48-40 – As-Builts.

(a) *Required*. After all inspections have been approved by the City, the applicant's State licensed engineer shall provide the As-builts as indicated in Site Development Application Packet.

(b) *Signatories.* The City Engineer, Site Development Administrator, and other applicable non-City utilities must sign the plans for them to be approved by the City.

(c) *Certificate of Completion.* To be provided along with the as-builts by the applicants State licensed engineer. This certification shall have the engineer's affixed seal.

Secs. 48-41 – 48-49. - Reserved.

ARTICLE V. – GENERAL DEVELOPMENT REQUIREMENTS AND STANDARDS.

DIVISION 1. – ROADWAY & UTILITY ADEQUACY STANDARDS.

Sec. 48-50. – Purpose and Intent

(a) An adequate network of collector and arterial streets must support new development within the urban area.

(b) Collector and arterial streets are an essential component of the City's street network and are necessary to accommodate the continuing growth and development of the City.

(c) It is necessary and desirable to obtain rights-of-way for off-site, abutting, and internal collector and arterial streets to support new development at the time of planning.

(d) There must be a rough proportionality between the traffic impacts created by a new development and requirements placed on the property owner to dedicate and improve off-site, abutting, and internal collector and arterial streets to City standards.

(e) The City desires to assure both that development impacts are mitigated through contributions of collector and arterial street rights-of-ways and improvements and that a development project contribute not more than its fair share of collector and arterial street costs.

(f) It is the City's intent to institute a procedure to assure that mandatory dedication of collector and arterial street rights-of-ways and construction requirements are proportional to the traffic demands created by a new development.

Sec. 48-51. – Minimum Road Standards

(a) *Applicability and definition of "adjacent streets".* All development shall provide for adequate roads to support proposed development through compliance with the following minimum standards governing dedication and improvement of internal and adjacent streets. For purposes of this section, "adjacent streets" shall include streets abutting the proposed development, whether located within the boundaries of another lot or within rights-of-way.

(b) *Standards and specifications.* The property owner shall dedicate and improve all required rights-of-way for internal and adjacent arterial and collector streets required by these regulations.

(c) *Substandard street improvements.* Where an existing arterial or collector street does not meet the city's right-of-way or design standards abuts a proposed new development, the City may require the property owner to dedicate the right-of-way for a standard thoroughfare width, and to improve the street according to the dimensions and specifications in these regulations, depending on factors such as the impact of the development on the collector or arterial street, the timing of the development in relation to need for the thoroughfare, and the likelihood that adjoining property will develop in a timely manner.

(d) *Capital improvement plan for roads.* A road improvement may be considered adequate if the required improvement is included, funded, and approved in the city's, county's, or state's capital improvement plan for roads, or if the improvement is included, funded, and approved in the city's, county's or state's capital improvement plans for roads, provided that the applicant agrees to phase development to conform to such scheduled improvement. This section shall not be construed to prevent the city from requiring dedication of rights-of-way for such roads, or from assigning trips to such roads in a traffic impact study to determine a development project's proportionate costs of improvements.

(e) *Possible City participation in costs of improvement.* The City may participate in the costs of improvements required by this Chapter to achieve proportionality between the traffic impacts created by the proposed development and the obligation to provide adequate roadways. In such cases, the property owner shall be responsible for the entire initial costs of road improvements, including design costs. Reimbursement of the City's agreed share of the costs shall be made as funds become available. The construction of improvements and the provisions for participation in costs by the City shall be included in a development agreement. This is a voluntary process initiated between the city and the developer.

Sec. 48-52 – Traffic Impact Analysis (TIA).

(a) *Submittal standards*. Every development that will generate traffic in excess of fifty (50) average daily trips shall be accompanied by a traffic impact analysis based the latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual, prepared in accordance with standard transportation engineering practices for purposes of determining the adequacy of the street network to serve the proposed development, and whether off-site road dedication and improvements should be made to mitigate the effects of the development proposed. If land uses for the development are not specified at the time of application, the daily trip generation rate shall be computed based upon the maximum land use intensity allowed for the development.

(b) *Submission*. A TIA shall be submitted with the application. An updated TIA shall be submitted with each additional application or if a modification triggers an update to the TIA. The revision to the TIA shall be generally consistent with the initial TIA. The initial traffic impact analysis shall be updated whenever there is more intensive development.

(c) *Determination.* The TIA shall determine the following:

(1) Trips to be generated by the proposed development;

(2) Assignment of such trips to the road network analyzed;

(3) The capacity of affected arterial and collector streets before and after the proposed development;

(4) Specific recommendations for arterial and collector street improvements (including but not limited to turn lanes, acceleration/deceleration lanes, additional lanes, controlled access) and traffic-control modifications needed to mitigate the traffic from the proposed development; and

(5) The development project's proportionate share of the costs of such improvements and modifications.

(e) *Standards.*

(1) The City Engineer shall determine the geographic area to be included in a TIA.

(2) A TIA must be performed under the supervision of a State licensed registered professional engineer.

(3) A TIA must describe the study methodology, the data used, and the study findings and provide recommendations based on the results.

(4) A TIA must be signed/sealed by a State registered professional engineer or other qualified individual responsible for the supervision of the study and preparation of the TIA.

(5) The TIA must meet the requirements of the City, County, and State for internal and adjoining arterials and collector streets. A scoping document shall be agreed upon by all parties prior to submitting the document. All parties, as applicable, must approve the document to consent approval by the City.

(f) *Exceptions through a development agreement; approval of development agreement.* The city may allow a developer to negotiate payment of fees to offset roadway impacts through a development agreement instead of a TIA. This negotiation may include a fixed fee based on the linear footage of development along a roadway, fixed fee based on the number of lots in a development, fixed fee based on each peak hour trip that the proposed development will generate, fixed fee based on vehicle miles traveled (VMT) for each land use in the development, or any other means of measurement as agreed upon by the city and developer. This is a voluntary process initiated between the city and the developer. Any development agreement though this section must be approved by the council.

(g) *Development agreement in place before plan or plat approval*. A development agreement through this section must be approved by the council before the City shall approve any proposed Site Development Plan.

(h) Criteria for decisions regarding TIA.

(1) *City denial by overburden*. The city may deny a TIA if it demonstrates that a proposed development may overburden a private, city, county, or state arterial or collector system.

(2) *City denial by reducing desirable operation levels of service or endangers public safety*. The city may deny a TIA if it demonstrates the projected traffic generated by the project, combining with the existing traffic, reduces the existing operating level of service on a private, city, county, or state arterial or collector system within the study area or endangers the public safety.

(3) *City approval by mitigating adverse traffic conditions*. The applicant has satisfactorily mitigated any adverse traffic conditions on a private, city, county, or state arterial or collector system within the study area to the satisfaction of the city.

(4) *City approval by proving insignificant effect on systems*. The projected additional traffic from a project has an insignificant effect on a private, city, county, or state arterial or collector system within the study area to the satisfaction of the city.

Sec. 48-53 – Placement of Traffic Improvements from Traffic Impact Analysis (TIA).

(a) *Acceleration/deceleration lanes and/or turn lanes*. When required by the TIA, acceleration/deceleration lanes and/or turn lanes shall be provided as either on or off-site improvements for existing and/or proposed arterial or collector streets to the satisfaction of the city engineer.

(b) *Reservation of additional right-of-way (ROW)*. When required by the TIA, additional ROW shall be dedicated to the ROW owner if required to accommodate acceleration/deceleration lanes or turning lanes to the satisfaction of the city engineer.

(c) *Signage and striping.* The developer shall design, install, and pay all costs for traffic control signs and pavement striping either onsite or offsite. Traffic control signs and pavement striping shall conform to the accepted construction plans and to the most recent edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

(d) *Signalization.* The developer shall design, install, and pay all costs for providing any required traffic signalization system identified in an approved traffic impact analysis (TIA), including all related devices, conduits, wiring, and junction boxes, to the satisfaction of the city engineer.

Sec. 48-54 – Other Adequacy Facility Standards.

No site development application shall be approved if there are inadequate facilities, as determined by the City Engineer, to serve the proposed development. These facilities. include but are not limited to. on- and off-site water, wastewater, drainage, street, power, and communication facilities. The plans for improvements to provide adequate facilities shall be part of the site development application. Adequate facility improvements may include but are not limited to the extension of off-site water and wastewater lines, construction of off-site water storage, off-site lift stations, off-site drainage easements and improvements.

Sec. 48-55 - 48-69. - Reserved.

DIVISION 2 – TREE PRESERVATION STANDARDS.

Sec. 48-70. – Purpose and Intent.

The tree preservation standards adopted herein are reasonable and necessary to preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical, and aesthetic environment.

Sec. 48-71. – Tree Preservation Standards

The protection of significant and heritage trees, in general, shall be considered in the layout of streets, parking lots, driveways, drainage improvements, utilities and lots. The approval authority may call for the relocation of any improvement to save a significant or heritage tree as shown on a tree survey. Tree removal shown shall constitute the City's approval to remove a significant or heritage tree. Tree protection zones shall be shown on the plans for any preserved significant or heritage trees.

Sec. 48-72. – Mitigation of Removed Significant and Heritage Trees

The removal of heritage and significant trees shall require mitigation using the calculations and procedures defined below. Mitigation may be achieved through replacement trees planted on-site or payment-in-lieu of replacement trees. A payment-in-lieu can only be utilized when replacement is not possible or practical.

(a) Mitigation shall be required at a 1:1 caliper inch basis for significant trees between ten (10) and fourteen (14) caliper inches and a removal fee per caliper inch.

(b) Mitigation shall be required at a 2:1 caliper inch basis for significant trees that are between fifteen (15) caliper inches and nineteen (19) caliper inches and a removal fee per caliper inch.

(c) Mitigation shall be required at a 3:1 caliper inch basis for heritage trees and a removal fee per caliper inch.

(d) A payment-in-lieu of replacement trees in accordance with the fee schedule, the fee shall be per caliper inch of replacement tree.

(e) Replacement trees shall be a minimum of two (2) caliper inches and identified by Texas A&M Forest Service as a native tree.

Sec. 48-73. – Tree Preservation

No significant or heritage trees shall be removed until a tree preservation plan has been approved by the City. Significant and heritage trees may be removed only in accordance with the approved tree preservation plan, and trees must be protected during construction activities on the property in accordance with the approved tree preservation plan.

Sec. 48-74 – 48.89. – Reserved.

DIVISION 3 – PARKLAND STANDARDS

Sec. 48-90. – Purpose and Intent.

The parkland standards adopted herein are reasonable and necessary to provide for suitable land or the ability to provide for suitable land for residents of the City and ETJ for open space, recreation, amenities, and improvements.

Sec. 48-91. – Applicability and Exceptions.

(a) *Applicability.* This Division shall be applicable for all residential development.

(b) *Exceptions.* These standards shall not apply to any residential development with four (4) or less existing dwelling units on a lot or a proposal with four (4) or less dwelling units on a lot.

(c) *Administration waiver.* The Administrator may waive subsection (b) if it is determined an applicant is abusing the exception standards.

Sec. 48-92. – Parkland Standards.

(a) *Requirements.* The developer shall dedicate parkland or contribute fee-in-lieu or any combination thereof as determined by the City.

(b) *Land Dedication*. Shall follow the standards below:

(1) *Responsibility*. An applicant shall provide for the parkland needs of its residents by the dedication of suitable land for park and recreational purposes.

(2) *Shown on approved plans and dedication statement.* The area to be dedicated must be shown on the site development plan and included in the dedication statement.

(3) *Providing deed and applicable standards.* Prior to application approval, the applicant shall provide by deed to the city all land required by this Division. The land itself must be free and clear of all mortgages and liens at the time of such conveyance. It shall not be encumbered with existing or proposed public utility easements or drainage channels that would unduly restrict the development of the site for recreational purposes.

(4) *Maximum dedication of parkland in a floodplain*. Land located in a floodplain shall not constitute more than fifty (50) percent.

(5) *Calculation of minimum parkland.* The amount of parkland required to be dedicated to the city is as determined by the following formula:

6 × (number of units) × (residents per unit)/1,000 = acres of parkland.

In calculating the amount of parkland to be dedicated under this section, the number of residents in each dwelling unit is based on density as follows:

Dwelling Units Per Acre	Residents in Each Dwelling Unit
Not more than 6	2.8
More than 6 and not more than 12	2.2
More than 12	1.7

In calculating the amount of parkland to be dedicated under this section, density for a multifamily development is assumed to be the highest permitted in the zoning district, or if the property is not zoned or the zoning does not have a density, twenty-four (24) dwelling units per acre.

In calculating the total any fraction must be rounded up to the nearest whole number (i.e. 2.01 = 3.00).

(6) *Location of land dedication*. The specification and codes adopted by the city shall be used as a guide for location of park sites, including but not limited to the Comprehensive Plan and any adopted parks plan. All land intended for park purposes shall be inspected both on the application and in the field by the City. The decision on acceptance of parkland shall be made by the City based on a recommendation of the Parks and Recreation Advisory Board. This can be an on-site location or an off-site location. If this is to be an off-site location it shall follow park locations as denoted in the Comprehensive Plan or parks plan.

(7) *Credit for private park land and facilities.* There shall be no credits given under this Division for any private parks or facilities created independently of public parks and facilities.

(8) *Title insurance required.* Prior to City approving the application, the developer shall deliver to the city a title insurance policy with the city as the holder and covering the parkland being conveyed.

(9) *Dual park and storm drainage facility.* Use of parkland within the area of a storm drainage facility is prohibited.

(c) *Fee-in-lieu.*

(1) *Criteria for acceptance of fee-in-lieu.* The City shall allow for a fee-in-lieu in the following situations:

(A) If the parkland dedication is to be less than three (3) acres within the City limits, or

(B) If future parks are not indicated on the Comprehensive Plan, City park plans, or applicable County parks plan in and around the development and the applicant cannot purchase off-site land in accordance with subsection (A), then the City may allow as an option a fee-in-lieu of the dedication.

(C) The fee-in-lieu shall be paid prior to approval of the application.

(2) *Deposit of cash contributions*. All cash contributions are to be received by the City. The City shall deposit said funds into the park fund.

(d) *Reservation of additional park land.* If the park plan, specification, or codes for the city specifies a larger amount of park land than the applicant may be required to dedicate, the land needed beyond the respective contribution may be reserved for subsequent acquisition by the City.

(1) *Options for payment and to hold land*. The City may elect to hold such land by:

(A) Purchasing an option to buy the property for a period and at a price as agreed upon by the city and applicant.

(B) Indemnifying the owner of the land for all holding costs for a period of time, said costs and time period to be agreed upon by the City and applicant.

(C) If the City and applicant cannot agree then the City may elect to prohibit any development or improvement to the proposed park land for a period not to exceed twelve (12) months, during which time the City shall use reasonable and diligent efforts to acquire the necessary funds or financing to purchase the subject tract.

(2) *No restriction on eminent domain.* No provision herein shall in any way be construed as a limitation of the City's authority to acquire park land by eminent domain.

Sec. 48-93. – Land Treatment on Land Dedicated for Parkland.

(a) The applicant or developer shall not cause or allow any fill material or construction debris to be dumped on the land, or otherwise alter, damage, or impair the land, water, or vegetation on the park site, without written permission from the Director. The City may allow the applicant to dump fill material and take other respective actions specified in this subsection when such action would be beneficial to the park land.

(b) The City will have the option to place the park land in a trust for use and leverage in funding as the park is developed. The city attorney shall be involved with the transfer of property to ensure the city has ownership but through the trust process does not lose the ownership of such property.

Sec. 48-94 – 48.109. – Reserved.

DIVISION 4 – DEVELOPMENT STANDARDS.

Sec. 48-110. Mandatory interconnectivity between sites.

(a) *Vehicular interconnectivity element*. A site contiguous with another site shall provide drive aisle connections to the boundary of the site for connection to such contiguous site and shall provide an access easement to that site boundary from a public street to the satisfaction of the administrator.

(b) *Non-vehicular interconnectivity element.* A site contiguous with another site shall provide non-vehicular connections, such as bicycle and/or pedestrian, to the boundary of the site for connection to such contiguous site and shall provide the access easements to that site boundary from a public street to the satisfaction of the administrator.

(c) *Width of access easement and drive aisle or non-vehicular connection.* The access easement, drive aisle, and/or other non-vehicular connection shall maintain the same width in the development and neighboring development to the satisfaction of the administrator.

(d) *Recording of necessary easements.* The developer shall record any legal documents, mutual access agreements, and provide documentation of existence before the city approves any site development plan.

(e) *Exemptions to section.* Unless such connections are inappropriate as determined by the administrator, including but not limited to, topographic constraints, environmental constraints, and/or adjacent land uses that are incompatible for the purposes of mixing traffic, they may exempt the development from specific interconnectivity requirements.

Sec. 48-111. Driveways.

(a) *Location and spacing standards; exceptions.* Driveway approaches are permitted only arterial or collector streets; however, the driveways must have a minimum of two hundred (200) feet spacing between driveways on streets and from the street centerline at an intersection unless the city engineer determines that existing conditions or other governmental regulations makes this impossible.

(b) *Opposite driveway approaches on opposite side of street to line up.* Where feasible, to the satisfaction of the city engineer and not in conflict with these regulations, proposed driveway access should align with existing driveway accesses or public streets on the opposite side of the road.

(c) *Minimum width for non-residential uses and mixed-uses driveway accesses on city streets.* Driveway accesses on city streets shall be between thirty (30) feet and forty-five (45) feet in width.

(d) *Minimum width for residential uses only driveway accesses on city streets.* Driveway accesses on city streets shall be between twenty-four (24) feet and thirty (30) feet in width.

(e) *Angle of driveway accesses.* All access driveways shall be at ninety (90) degrees, or within a limit of plus or minus ten (10) degrees off ninety (90) degrees to the intersecting public street.

(f) *Number of driveway accesses to street.* Driveway accesses to streets shall be by no more than two (2) driveway accesses for each four hundred (400) feet of lot frontage, or fraction thereof. Lots less than one hundred (100) feet in width shall have no more than one (1) point of access to any one (1) street. Developer shall provide adequate access so that internal traffic management is provided and avoids unnecessary traffic spill out onto streets.

(g) *Driveway entrance setback.* Driveway entrances shall be set back at least thirty-five (35) feet from the point of tangency of the curb at any intersecting street or to the satisfaction of the city engineer.

(h) *Culvert sizes*. Adequate culverts shall be provided under driveways to prevent obstruction of drainage ways. The minimum size shall be as indicated in the city construction standards.

(i) *Safe design for users*. All driveways shall be designed to provide safe vehicular entrance and exit without the necessity of backing out into a street to the satisfaction of the city engineer.

(j) *Grade and slope.* Every driveway shall be at roadway grade level where the driveway intersects with the right-of-way. A negative slope of two (2) percent shall be required where there is no curb and gutter for a minimum of eight (8) feet or to the top of the culvert, and areas with curb and gutter, a positive grade will be allowed.

(k) *Lack of driveway regulations on non-city owned right of way.* In situations where no driveway standards exist on non-city owned right-of-way, the applicable standards in this section will be used instead.

Sec. 48-112. – Application of Standards from Chapter 36 City Code.

(a) *Streets constructed within and/or adjacent to development.* If streets are constructed within and/or adjacent to the proposed development, they shall follow standards mandated within chapter 36, city code and city construction standards to the satisfaction of the city engineer.

(b) *Alleys constructed within and/or adjacent to development.* If alleys are constructed within and/or adjacent to the proposed development, they shall follow standards mandated within chapter 36, city code and city construction standards to the satisfaction of the city engineer.

(c) *Sidewalks constructed within and/or adjacent to development*. If sidewalks are constructed within and/or adjacent to the proposed development, they shall follow standards mandated within chapter 36, city code and city construction standards to the satisfaction of the city engineer.

(d) *Easements placed within and/or adjacent to development*. If easements are placed within and/or adjacent to the proposed development, they shall follow standards mandated within chapter 36, city code and to the satisfaction of the city engineer. The person shall record any legal documents and provide documentation of existence before the city approves any site development plan.

(e) *Drainage and storm sewers within or adjacent to development.* Drainage and storm sewers placed within and/or adjacent to the proposed development, they shall follow standards mandated within chapter 36, city code and city construction standards to the satisfaction of the city engineer.

(f) *Stormwater quality, riparian corridors, and environmental standards within or adjacent to development.* Stormwater quality, riparian corridors, and environmental standards placed within and/or adjacent to the proposed development, they shall follow standards mandated within chapter 36, city code and city construction standards to the satisfaction of the city engineer.

(g) *Water, sanitary sewer systems, and flood regulations within or adjacent to development.* Water systems, sanitary sewer systems, and flood regulations placed within and/or adjacent to the proposed development, they shall follow standards mandated within chapter 36, city code and city construction standards to the satisfaction of the city engineer.

Sec. 48-113 – 48.199. – Reserved.

Development Services Department

STAFF REPORT

Amendment of Ch. 44, Vegetation.

Date: October 16, 2021

Hearing Dates: Planning & Zoning Commission – October 25, 2021
City Council – November 16, 2021

REQUEST SUMMARY

City Staff is requesting modifications to the Vegetation Code to allow for limited above ground hose watering in residential areas and redefine landscape area as "newly planted" vegetation. These modifications are necessary to mandate newer residential development use underground automatic system or above ground drip irrigation while retaining the use of a residential hose system for placement of some new smaller vegetation and for older established residential development.

Presently the homebuilder in Homestead Estates have been using a residential hose system to manually water new plantings versus the homebuilder in Peppergrass where automatic irrigation is in use. As shown in the photos, the vegetation in Homestead Estates is in decline or dying versus the vegetation in Peppergrass. City Staff has observed this difference in vegetation survivability while doing landscape inspections. Typically, new plantings require more watering than normal due to the stresses on the plant being moved and to establish its root systems in the new soil.

Placement of an automatic irrigation system or above-drip irrigation system set on a timer is a method that reduces water waste, water can be equally dispersed on the site, and there is no manual labor to water the vegetation. With an above ground hose, it has no full control over where water is dispersed, and areas of a yard can be missed. Also, above ground hoses are more labor intensive as it manually must be taken to a location, be plugged in, moved around a yard, and must be placed back at a stored location.

In the more established areas of town older vegetation exists or smaller vegetation that do not need much watering is in place. In these locations and circumstances the above ground hose will work satisfactorily.

For purposes of the future urban tree canopy and quality of life in our neighborhoods we must increase the chances of this vegetation surviving its initial planting and future growth and the easier method is to limit the hose system to only limited grass seed plantings, flowers, vines, and other decorative ground cover.

ATTACHMENT(S)
Additional information is provided through attached exhibit(s).

1. Proposed Ordinance.
2. Residential Subdivision Map.

Attachment 1
Proposed Ordinance

ORDINANCE NO. 2021-11-16-????

AN ORDINANCE AMENDING CHAPTER 44, VEGETATION, ARTICLE I IN GENERAL, DIVISION I GENERALLY; CHAPTER 44 VEGETATION, ARTICLE II LANDSCAPING, DIVISION 3 GENERAL REQUIREMENTS AND STANDARDS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

That Chapter 44 Vegetation, Article I In General, Division I Generally, Code of Ordinances, City of Elgin, Texas, is hereby amended by modifying Section 44-23 – Definitions; et seq., which shall read as follows:

Sec. 44-23. Definitions.

Landscape area.

(1) The term "landscape area" means the area within the boundaries of a given lot or, where applicable, the adjoining street right-of-way, which is devoted to and consist of newly installed plant material, including but not limited to grass, trees, shrubs, flowers, vines, and other ground cover, native plant materials, planters, brick, stone, natural forms, water forms, decorative ground cover and other landscape features.

(2) The term "landscape area" does not include the use of smooth concrete or asphalt.

II.

That Chapter 44 Vegetation, Article II Landscaping, Division 3 General Requirements and Standards, Code of Ordinances, City of Elgin, Texas, is hereby amended by modifying Section 44-83 – Irrigation; et seq., which shall read as follows:

Sec. 44-83. Irrigation.

All required landscape areas shall be irrigated by an approved irrigation system, including but not limited to an underground automatic system, above-drip irrigation system, or hose system (residential only and only for areas of limited grass seed, flowers, vines, and other decorative ground cover). These systems shall adhere to manufacturer specifications and the rules and regulations established by the Texas Commission on Environmental Quality (TCEQ) or successor agency. In addition, an underground irrigation system must be designed by a landscape architect or irrigator licensed by the state. An underground irrigation system shall comply with the following guidelines:

(1) Sprinkler head spacing shall be designed for head-to-head coverage and adjusted for prevailing winds. The system shall promote minimum runoff and minimum over spray onto non-irrigated areas (i.e., paving, walkways, buildings, and other impervious areas).

(2) Sprinkler heads shall have matched precipitation rates within each control valve circuit.

(3) Adjustable flow controls shall be required on circuit remote control valves. Pressure regulation components shall be required where static pressure exceeds the manufacturer's recommended operating range.

(4) Valves and circuits shall be separated based on water use requirements, so that turf areas can be watered separately from trees, shrubs, and ground cover.

(5) Serviceable check valves shall be required where elevation differentials may cause low head drainage adjacent to paving areas.

(6) All automatic irrigation systems shall be equipped with an electronic controller capable of dual or multiple programming. Controllers shall have multiple cycle start capacity and a flexible calendar program, including the capability of being set to water every five days. All automatic irrigation systems shall be equipped with a rain and freeze sensor shut-off device.

III.

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 Planning & Zoning Commission meeting at which this Ordinance was recommended 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.

D. 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 this **16th** day of **November, 2021**.

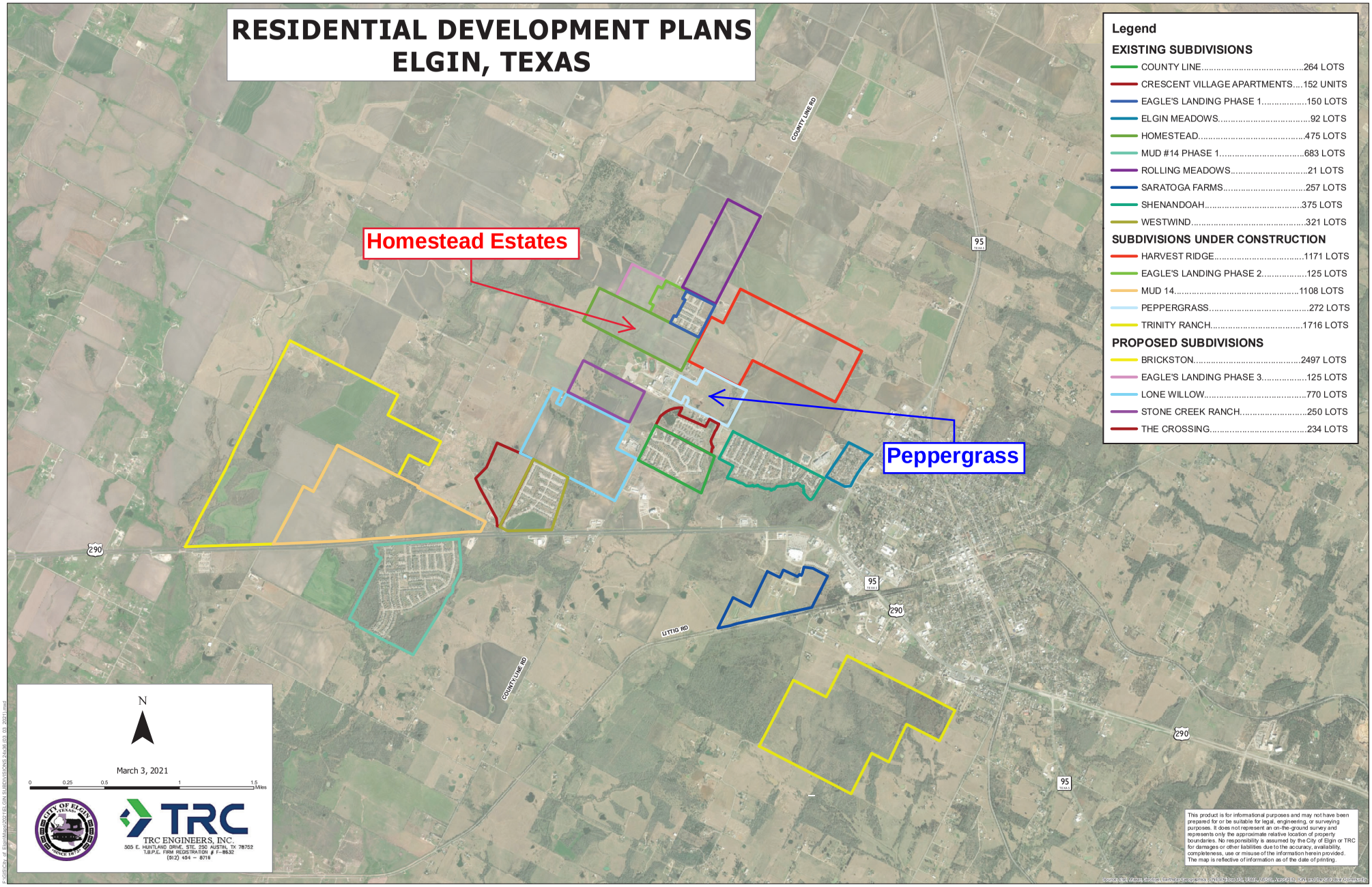
_____
Ron M. Ramirez, Mayor
City of Elgin, Texas

ATTEST:

_____
Amelia Sanchez, City Secretary

Attachment 2
Residential Subdivision Map

RESIDENTIAL DEVELOPMENT PLANS
ELGIN, TEXAS



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