



AGENDA

PLANNING & ZONING COMMISSION

REGULAR MEETING

MONDAY, MARCH 27, 2023, 6:30 P.M.

PUBLIC LIBRARY ANNEX, CIVIC CENTER

404 NORTH MAIN STREET

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. February 27, 2023 Minutes

Documents:

[FEBRUARY 27, 2023 MINUTES.PDF](#)

4. NEW BUSINESS

- 4.I. Project #: 202200167: A Final Plat For "Trinity Ranch Phase 2, Section 1" Located On Parcels Of Land Known By The Bastrop County Appraisal District As Parcels 872871 & 11949, Located Adjacent To The South And West Of Trinity Ranch Phase 1, Section 2, To Plat Right-Of-Way (ROW) For Grist Mill Ln., Extend Swenson Blvd. ROW, And Add A School Site On 24.13 Acres Of Land.

- A. Staff Presentation
- B. Applicant Presentation
- C. Open Public Hearing
- D. Close Public Hearing
- E. Discussion
- F. Consideration.

Documents:

[TRINITY RANCH PHASE 2, SECTION 1 COMBINED PACKET.PDF](#)

- 4.II. Project #: 202200129: A Preliminary Plat For "Ella Estates Preliminary Plat" Located On A Parcel Of Land Known By The Bastrop County Appraisal District As Parcel 13241, Located At The Intersection Of VFW Road And Ella Ln. For A Total Of 7 Lots On 10.733 Acres Of Land.

- A. Staff Presentation
- B. Applicant Presentation
- C. Open Public Hearing
- D. Close Public Hearing
- E. Discussion
- F. Consideration.

Documents:

[ELLA ESTATES PRELIMINARY PLAT COMBINED PACKET.PDF](#)

- 4.III. Project #: 202200130: A Final Plat For "Ella Estates Final Plat" Located On A Parcel Of Land Known By The Bastrop County Appraisal District As Parcel 13241, Located Near The Intersection Of VFW Road And Ella Ln. For A Total Of 7 Lots On 10.733 Acres Of Land

- A. Staff Presentation
- B. Applicant Presentation
- C. Open Public Hearing
- D. Close Public Hearing
- E. Discussion
- F. Consideration.

Documents:

[ELLA ESTATES FINAL PLAT COMBINED PACKET.PDF](#)

- 4.IV. Project #: 202200177: A Preliminary Plat For "Eagles Landing Phase 5" Located On A Parcel Of Land Known By The Travis County Appraisal District As Parcel 467330, Located Adjacent To Eagles Landing Ph. 4 And South Of Carlson Ln. For A Total Of 161 Lots On 26.77 Acres Of Land.

- A. Staff Presentation
- B. Applicant Presentation
- C. Open Public Hearing
- D. Close Public Hearing
- E. Discussion
- F. Consideration

Documents:

[EAGLES LANDING PH 5 PRELIMINARY PLAT COMBINED PACKET.PDF](#)

- 4.V. Project #: 202300038: A Subdivision Variance From Sec. 36-175 To Allow For The Creation Of A 1.942-Acre Flag Lot For A Future Subdivision Plat, Out Of The Thomas Garretson Survey, Ab. #178, Bastrop Co., TX Located At 1011 Old McDade Rd. For A Future Subdivision Plat (BCAD # 128898).

- A. Staff Presentation
- B. Applicant Presentation
- C. Open Public Hearing
- D. Close Public Hearing
- E. Discussion

F. Consideration

Documents:

[ARMBRUST SUBDIVISION VARIANCE COMBINED PACKET.PDF](#)

- 4.VI. Project #: 202200184: A Preliminary Plat For "Burleson Creek Estates" Located On A Parcel Of Land Known By The Bastrop County Appraisal District As Parcel 15693, Located On The Eastside Of Red Town Rd. For A Total Of 30 Lots On 52.814 Acres Of Land.

- A. Staff Presentation
- B. Applicant Presentation
- C. Open Public Hearing
- D. Close Public Hearing
- E. Discussion
- F. Consideration.

Documents:

[BURLESON CREEK ESTATES PRELIMINARY PLAT COMBINED PACKET.PDF](#)

5. WORKSHOP

- 5.I. Review, Discuss, And Provide Input Regarding Graham Tract Development Agreement.

Documents:

[GRAHAM DA WORKSHOP ITEM COMBINED PACKET.PDF](#)

- 5.II. Review, Discuss, And Provide Input Regarding Ch 46 Zoning Code Changes For Accessory Dwelling Units.

Documents:

[ACCESSORY DWELLING UNIT ORDINANCE WORKSHOP COMBINED PACKET.PDF](#)

6. ANNOUNCEMENTS

7. 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, FEBRUARY 27, 2023

I. CALL TO ORDER – ROLL CALL: The Development Services Director, as Acting Secretary, 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: Berney Williams, Scott Mackay, Dorothy McCarther, Jason Tatum, and David Lanford.

COMMISSION ABSENT: Chair Antonio Prete & Vice-Chair Ronnie Creppon.

STAFF PRESENT: David Harrell, Development Services Director & Acting Secretary.

II. ELECTION OF CHAIR PRO-TEM: Since the Chair and Vice-Chair are not present for the meeting, the Acting Secretary indicated that a Chair Pro-Tem would need to be elected to run the remainder of the meeting. He indicated that a Commissioner can nominate another Commissioner, no second needed, and the Commission vote on it. Once the vote is approved the Commissioner must be asked to assume the Chairmanship; if they deny then the nomination and voting start over again until the specific Commissioner accepts the position. On this information Dorothy McCarther moved that the Commission nominate David Lanford. The motion passed unanimously with a vote of four (4) for and zero (0) against. David Lanford accepted the position and the Acting Secretary turned control of the meeting to the Chair Pro-Tem.

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

IV. CONSENT AGENDA

1. January 23, 2023, Minutes.

Bernie Williams moved that the Commission approve the consent agenda, Dorothy McCarther seconded the motion. The motion passed unanimously with a vote of five (5) for and zero (0) against.

V. NEW BUSINESS

1. An Ordinance amending Ch. 46 Zoning, Sec. 46-1, Sec. 46-87, Sec. 46-203, Sec. 46-231, Sec. 46-233, Sec. 46-264, Sec. 46-265, Sec. 46-267, Sec. 46-300 thru 304, Sec. 46-331 thru 332, Sec. 46-334 thru 335, Sec. 46-362, Sec. 46-365, Sec. 46-390, Sec. 46-393, Sec. 46-416, Sec. 46-419, Sec. 46-440, Sec. 46-510, Sec. 46-533 thru 536, Sec. 46-542, Sec. 46-596, Sec. 46-631, Sec. 46-634 thru 635, Sec. 46-692 thru 693, Sec. 46-739; Revised Code of Ordinances, City of Elgin, TX & deleting in their entirety Sec. 46-394 & Article VI Historic Preservation & adding in its entirety Sec. 46-10 thru Sec. 46-12, Sec. 46-500, Division 14 Downtown Overlay District; repealing all other ordinances and parts of ordinances in conflict therewith; and providing for a savings clause.
 - A. Staff Presentation – David Harrell conducted a power-point presentation of the staff report.
 - B. Open Public Hearing – The public hearing was opened at 6:38 P.M. with no members of the public desiring to speak on the item.

V. NEW BUSINESS (Cont.)

- C. Close Public Hearing – The public hearing was closed at 6:38 P.M.
- D. Discussion – There was discussion between the Commission and City Staff regarding earth tone colors, fencing, vegetation, and size of lots.
- E. Recommendation – Jason Tatum made a motion to recommend approval with the following conditions: 1) In Sec. 46-534 the word “untreated” be added back into the Code & the words “or other materials shall” be removed entirely, seconded by Bernie Williams. The motion passed unanimously by a vote of five (5) to zero (0).

VI. ANNOUNCEMENTS

David Harrell announced that the Commission will be hearing additional zoning code changes regarding accessory dwelling units as the Council has directed Staff to begin these changes. He also indicated that next month may be a large agenda.

VII. ADJOURNMENT

The meeting was adjourned by the Chair Pro-Tem at 7:16 P.M.

Antonio Prete, Chair

ATTEST: _____
Melissa Lipiec, Secretary

On a motion by _____, seconded by _____
the foregoing instrument was passed and approved on this 27th day of March 2023.



Development Services Department

STAFF REPORT

Trinity Ranch Ph. 2, Sec. 1 Final Plat

File Number: 202200167

Date: March 2, 2023

Applicant: Timothy Holland c/o BGE Inc.

Representative: SAME

Hearing Dates: Planning & Zoning Commission – March 27, 2023

Location: BCAD Parcels 99257 & 11949; located adjacent to the south and west of Trinity Ranch Phase 1, Section 2

APPLICATION SUMMARY

Consideration of a final plat for Trinity Ranch Ph. 2, Sec. 1 Final Plat which will plat the Grist Mill Ln. right-of-way, 13.893-acre school site, & 3.460 acre amenities center site.

DEPARTMENT COMMENTS

This final plat is within a Municipal Utility District (MUD) and the City ETJ. The original development agreement (DA) for Trinity Ranch was approved by the Council in 2000 and expired in March 2020. Before the expiration, City staff was working with the developer for a new DA. This new DA was approved by Council in August 2020 which set the development pattern (see attachment 2).

From the approved Concept Plan, the Commission approved a preliminary plat on a portion on October 24, 2022 (see area in blue on attachment 2). From the approved Preliminary Plat, the proposal is to consider one Final Plat covering a portion of the approved Preliminary Plat (see area in red on attachment 3). This is the first Final Plat to be considered for Trinity Ranch Phase 2. In review of the final plat layout, it matches the approved preliminary plat.

STAFF ANALYSIS

Based on the information provided by the applicant, which is included with the packet, review of the approved preliminary plat, review of applicable City Codes, and review of the Trinity Ranch DA, Staff believes there are no issues or concerns with approving the request. The Commission may approve, approve with conditions, or deny the request.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Approved Concept Plan.
3. Approved Preliminary Plat.
4. Proposed Final Plat.

Attachment 1

Application

FINAL PLAT APPLICATION

Date: 11/2/2022

SITE INFORMATION

Project Address: Swenson & Upper Elgin River Road

Parcel Identification Number (if no address): _____

APPLICANT

Name: Tim 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.



Timothy M. Holland

11/2/2022

Signature

Printed Name

Date

Project Description:

Subdivision final plat for two collector streets, school site and amenity lot.



310 North Main Street

P.O. Box 591

Elgin, Texas, 78621



(512) 281-5724



www.elgintx.com

April 27, 2022

City of Elgin
Development Services Department
PO Box 591
Elgin, Texas 78621

RE: Trinity Ranch

To Whom It May Concern:

As property owner of record, Century Land Holdings II, LLC & GRBK Edgewood LLC hereby authorizes BGE, Inc. to submit and process all development applications for the proposed Trinity Ranch subdivision.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'BGE' or similar, written in a stylized, cursive manner.

Vice President
GRBK Edgewood LLC



April 27, 2022

City of Elgin
Development Services Department
PO Box 591
Elgin, Texas 78621

RE: Trinity Ranch

To Whom It May Concern:

As property owner of record, Century Land Holdings II, LLC & GRBK Edgewood LLC hereby authorizes BGE, Inc. to submit and process all development applications for the proposed Trinity Ranch subdivision.

Sincerely,

Century Communities

A handwritten signature in blue ink, appearing to read "Stephen A. Sherrill".

Stephen A. Sherrill

Director of Land Development

Steve.Sherrill@centurycommunities.com

cc: Tu-Anh Cloteaux, Century Communities
Keith Parkin, Century Communities
Bobby Samuel, GRBK Edgewood LLC
Derek Pampe, Harris-Straub
Tim Holland, BGE, Inc.

Attachment 2
Approved Concept Plan

Approved Concept Plan from Development Agreement

LEGEND

- 40' LOTS
- 45' LOTS
- 50' LOTS
- OPEN SPACE (67.1 AC)
- TANK SITE & EMS (3.9 AC)
- RIGHT-OF-WAY (86.2 AC)
- TRAIL

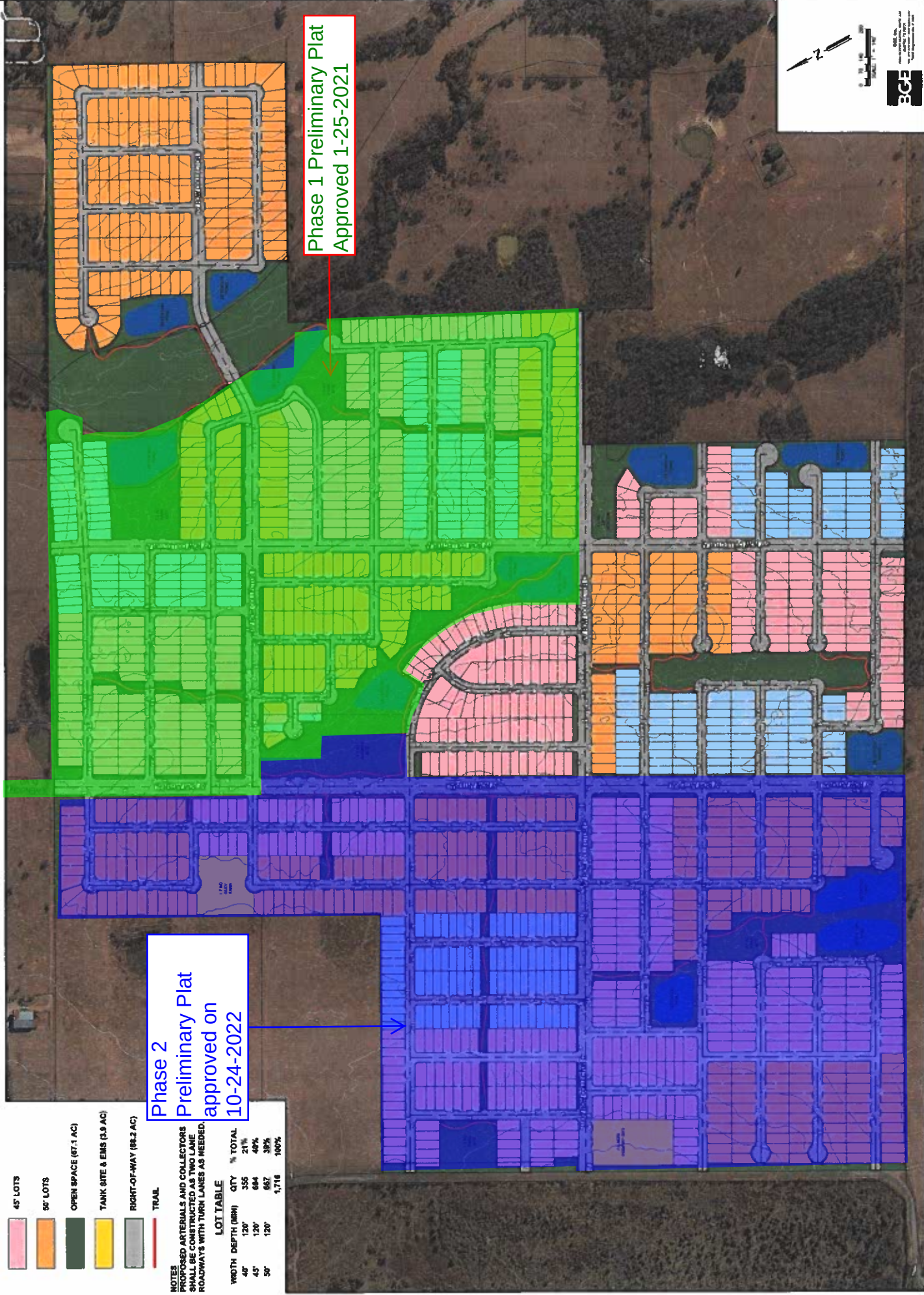
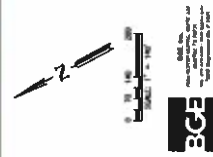
NOTES
PROPOSED ARTERIALS AND COLLECTORS
SHALL BE CONSTRUCTED AS TWO LANE
ROADWAYS WITH TURN LANES AS NEEDED.

LOT TABLE

WIDTH	DEPTH (MIN)	QTY	% TOTAL
40'	120'	355	21%
45'	120'	664	40%
50'	120'	667	39%
		1,716	100%

Phase 2
Preliminary Plat
approved on
10-24-2022

Phase 1 Preliminary Plat
Approved 1-25-2021



Attachment 3
Approved Preliminary Plat

Attachment 4
Proposed Final Plat

STREET NAMES		
STREET	R.O.W. WIDTH	CENTRAL LINE LENGTH
GRIST MILL LANE	70 FT.	2,028 FT.
SWINSON BLVD	80 FT.	1,638 FT.
TOTAL LINEAR FEET		3,664 FT.

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACRES
SCHOOL	1	13.893 AC.
OPEN SPACE/ACCESS	1	0.454 AC.
AMINITY	1	3.460 AC.
RIGHT-OF-WAY	-	6.296 AC.
RIGHT-OF-WAY DEDICATION	-	0.444 AC.
TOTAL	3	24.136 AC.

PARKLAND REQUIREMENT (ALL VALUES IN ACRES)			
DESCRIPTION	REQUIRED	PROPOSED	TOTAL
PARKLAND	7	0	7
OPEN SPACE (NO PF)	17	17.15	0
OPEN SPACE (PF)	23	0	23
			23

PAUL MOODY & SANDRA MOODY CALLED 18.00 ACRES DOC. NO. 20210463 O.P.R.E.C.T.		CENTURY LAND HOLDINGS & LLC & GRANT COUNTY TRACT NO. 2 REMANUOF OF A CALLED DOC. NO. 20220886 O.P.R.E.C.T.	
N 62°30' E 69.54' X		N 62°46'50" W 50.00' LOT 13A, BLOCK H CALLED 13.11 ACRES PHASE 1, SECTION 1 CABIN, 1/2 SIDE 66'-4"	
SECTION 1 R.O.W. WITH VARIES (NO REFERENCE FOUND)		UPPER ELGIN RIVER ROAD R.O.W. WITH VARIES (NO REFERENCE FOUND)	

[illegible][illegible][illegible]



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

February 28, 2023

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

RE: Trinity Ranch – Phase 2 Section 1 SCP Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted on February 16, 2022 by BGE, Inc (BGE).

1. Subdivision Construction plans dated February 16, 2023.
2. Other supporting documents submitted with the subdivision construction plans: Comment Response Letter.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances and the Development Agreement for Trinity Ranch.

As TRC did not provide the detailed design of the submitted document, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Engineer that prepared the document and all responsibility for the engineering design and submitted document shall remain with the Registered Professional Engineer.

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

Sincerely,

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

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

cc: Timothy M. Holland, P.E., BGE, Inc.
Chelsea Osbourn, P.E., BGE, Inc.



Development Services Department

STAFF REPORT

Ella Estate Preliminary Plat

Project #: 202200129

Date: March 6, 2023

Applicant: Leticia Vasquez Ramirez

Representative: SAME

Hearing Dates: Planning & Zoning Commission – March 27, 2023

Location: Bastrop Co. Appraisal District Parcel 13241. Located at the intersection of VFW Road and Ella Ln. (see attachment 2).

APPLICATION SUMMARY

Consideration of a preliminary plat for Ella Estates which consists of seven (7) single-family home lots consisting from 1.3 to 1.6 acres in lot area and from 110' to 235' in lot width.

DEPARTMENT COMMENTS

The lot width, depth, and area exceed the minimum Code requirements of 80' lot width, 120' depth, and 12,000 square feet of lot area. These standards are the minimum necessary for lots with septic systems. These lots will be along the already established Ella Lane and will not require construction of any subdivision improvements. Reserved right-of-way will be dedicated along both roadways.

STAFF ANALYSIS

Staff has reviewed the Preliminary Plat and it meets the City Code of Ordinances. Based on the information within the packet, staff believes there are no issues with approving the request.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Proposed Preliminary Plat.

Attachment 1

Application

PRELIMINARY PLAT APPLICATION

Date: 8-19-2022New ☒ Modification ☐

Modification of _____

SITE INFORMATION

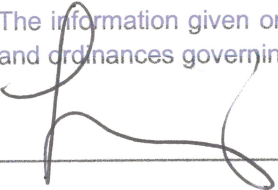
Project Address: 150 VFW Road, Elgin, Texas 78621

Parcel Identification Number (if no address): _____

APPLICANT

Name: Leticia Vasquez RamirezPostal Address: 162 Encino Drive
Cedar Creek, Texas 78612E-Mail Address: ivasquez80@gmail.com; Phone Number: 512-296-4001

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.

	<u>Leticia Vasquez Ramirez</u>	<u>8-19-2022</u>
Signature	Printed Name	Date

Project Description:

10.733 acres of land to be divided into a seven (7) Lot subdivision.

All Lots will be residential with Aqua water and individual on site wastewater sites.



310 North Main Street
P.O. Box 591
Elgin, Texas, 78621



(512) 281-5724



www.elgintx.com

JAMES E. GARON & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

185 McAllister Road - Bastrop, Texas 78602 ----- Metro 512 - 303-4185 - Fax 512 - 321-2107

Owner's Agent Authorization

Property Owner's Information

Owner's Name(s): Leticia Vasquez Ramirez

Property Address(s): 150 VFW Road, Elgin, Texas 78621

Owner's Email Address: lvasquez80@gmail.com

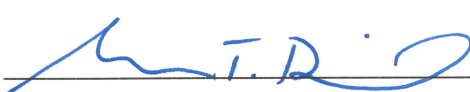
Owner's Phone Number: 512-296-4001

The property owner's signature designates the agent as the official contact person for projects and the point of contact. All correspondence and communication will be conducted with the agent.

Signature(s) of Property Owner(s) Date

 5/18/22

Signature(s) of Agent(s) Date

 5/18/2022

Glenn T. Dial, R.P.L.S.

JAMES E. GARON & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

185 McAllister Road - Bastrop, Texas 78602 — Metro 512 - 303-4185 - Fax 512 - 321-2107

Owner's Agent Authorization

Property Owner's Information

Owner's Name(s): Avelino Lopez Ramirez
Property Address(s): 150 VFW Road, Elgin, Texas 78621
Owner's Email Address: lvasquez80@gmail.com
Owner's Phone Number: 512-296-4001

The property owner's signature designates the agent as the official contact person for projects and the point of contact. All correspondence and communication will be conducted with the agent.

Signature(s) of Property Owner(s) Date Avelino Lopez Ramirez 11/01/22
Avelino Lopez Ramirez

Signature(s) of Agent(s) Date T. D. Dial 11/01/22
Glenn T. Dial, R.P.L.S.

Attachment 2
Proposed Preliminary Plat



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

March 6, 2023

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

RE: Ella Estates – Preliminary Plat Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted on March 2, 2023 by James E. Garon & Associates (JGA).:

1. Preliminary Plat dated March 2, 2023.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances.

As TRC did not prepare the detailed design of the submitted documents, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Registered Professional Engineer that prepared the document, and all responsibility for the surveying, engineering, and submitted documents shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer.

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

Sincerely,

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

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

cc: Mr. James E. Garon, R.P.L.S., James E. Garon & Associates, Inc.



Development Services Department

STAFF REPORT

Ella Estates Final Plat

File Number: 202200130

Date: March 6, 2023

Applicant: Leticia Vasquez Ramirez

Representative: SAME

Hearing Dates: Planning & Zoning Commission – March 27, 2023

Location: Bastrop Co. Appraisal District Parcel 13241. Located at the intersection of VFW Road and Ella Ln. (see attachment 2).

APPLICATION SUMMARY

Consideration of a final plat for Peppergrass Phase 3 which consists of 7 lots (all single-family lots) within 1 block.

DEPARTMENT COMMENTS

A preliminary plat for Ella Estates should be approved tonight by the Commission. If that has occurred, then the final plat layout as proposed matches the approved preliminary plat. If not, then this item must either be tabled or denied as the previous Preliminary Plat has not been approved by the Commission.

STAFF ANALYSIS

Based on the information provided by the applicant which is included with the packet, staff believes there are no issues or concerns with approving the request. The Commission may approve, approve with conditions, or deny the request.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Approved Preliminary Plat.
3. Proposed Final Plat.

Attachment 1

Application

FINAL PLAT APPLICATION

Date: 8-19-2022

SITE INFORMATION

Project Address: 150 VFW Road, Elgin, Texas

Parcel Identification Number (if no address): _____

APPLICANT

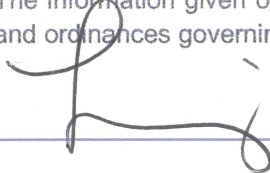
Name: Leticia Vasquez Ramirez

Postal Address: 162 Encino Drive

Cedar Creek, Texas 78612

E-Mail Address: ivasquez80@gmail.com; Phone Number: 512-296-4001

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

Leticia Vasquez Ramirez

Printed Name

8-19-2022

Date

Project Description:

10.733 acres of land to be divided into a seven (7) Lot subdivision.

All Lots will be residential with Aqua water and individual on site wastewater sites.



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P.O. Box 591
Elgin, Texas, 78621



(512) 281-5724



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PROFESSIONAL LAND SURVEYORS

185 McAllister Road - Bastrop, Texas 78602 ----- Metro 512 - 303-4185 - Fax 512 - 321-2107

Owner's Agent Authorization

Property Owner's Information

Owner's Name(s): Leticia Vasquez Ramirez

Property Address(s): 150 VFW Road, Elgin, Texas 78621

Owner's Email Address: lvasquez80@gmail.com

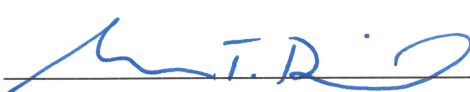
Owner's Phone Number: 512-296-4001

The property owner's signature designates the agent as the official contact person for projects and the point of contact. All correspondence and communication will be conducted with the agent.

Signature(s) of Property Owner(s) Date

 5/18/22

Signature(s) of Agent(s) Date

 5/18/2022

Glenn T. Dial, R.P.L.S.

JAMES E. GARON & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

185 McAllister Road - Bastrop, Texas 78602 — Metro 512 - 303-4185 - Fax 512 - 321-2107

Owner's Agent Authorization

Property Owner's Information

Owner's Name(s): Avelino Lopez Ramirez
Property Address(s): 150 VFW Road, Elgin, Texas 78621
Owner's Email Address: lvasquez80@gmail.com
Owner's Phone Number: 512-296-4001

The property owner's signature designates the agent as the official contact person for projects and the point of contact. All correspondence and communication will be conducted with the agent.

Signature(s) of Property Owner(s) Date Avelino Lopez Ramirez 11/01/22
Avelino Lopez Ramirez

Signature(s) of Agent(s) Date Glenn T. Dial 11/01/22
Glenn T. Dial, R.P.L.S.

Attachment 2
Approved Preliminary Plat

Attachment 3
Proposed Final Plat



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

March 8, 2023

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

RE: Ella Estates – Final Plat Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted on March 7, 2023 by James E. Garon & Associates (JGA).:

1. Final Plat dated March 7, 2023.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances.

As TRC did not prepare the detailed design of the submitted documents, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Registered Professional Engineer that prepared the document, and all responsibility for the surveying, engineering, and submitted documents shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer.

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

Sincerely,

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

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

cc: Mr. James E. Garon, R.P.L.S., James E. Garon & Associates, Inc.



Development Services Department

STAFF REPORT

Preliminary Plat for Eagles Landing Phase 5

Project #: 202200177

Date: February 16, 2023

Applicant: Chris Reed c/o Doucet & Associates, Inc.

Representative: SAME

Hearing Dates: Planning & Zoning Commission – March 27, 2023

Location: Travis Co. Appraisal District Parcel 476330. The general location is south of the Carlson Ln. and west of Eagles Landing Ph. 4.

APPLICATION SUMMARY

Consideration of a preliminary plat for Eagles Landing Ph. 5 which consists entirely of single-family home lots. These range from 40-55 feet in size, range in depth from 115 - 184, and have lot areas ranging from 4,600 sq. ft. – 9,100 sq. ft. There are a total of 169 lots which consist of 163 single family lots, 5 common area/HOA/drainage lots, and 1 ROW dedication lots, on 5 blocks.

Most roadways are 50 foot local roadways with the exception of Street B which is a 60 foot collector roadway and will connect the lot to the west. Muny Parkway will be a 90-foot arterial roadway. This arterial roadway is part of a segment that will eventually connect from Carlson Ln. to Western Sky Blvd. and be a new north-south four lane arterial to parallel County Line Rd. This proposed Preliminary Plat consists entirely of the approved concept plan.

DEPARTMENT COMMENTS

The concept plan was approved as part of the Planned Development District (PDD) zoning by the City Council in September 2022. This allowed for smaller lots consisting of a minimum 40' lot width, minimum 115 lot depth, and a minimum 4,600 sq. ft. lot area. The concept plan (see attachment 2) met these standards and review of the proposed preliminary plat indicates it substantially matches the concept plan and the the preliminary plat lots meet the above standards. Although not required the applicant has chosen to place approved street names on the Plat. At this time, some of the road names have not been cleared with the City of Austin Addressing and are not on the Plat at this time.

STAFF ANALYSIS

Staff has reviewed the Preliminary Plat and it substantially matches in layout and design of the approved concept plan, meets City Code of Ordinances & PDD standards. Based on the information within the packet, staff believes there are no issues with approving the request if the Commission imposes the following condition:

1. Streets A – E are to be officially named with approval of City Staff.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Approved Concept Plan.
3. Proposed Preliminary Plat.

Attachment 1

Application

PRELIMINARY PLAT APPLICATION

Date: 12/6/2022New X Modification _____

Modification of _____

SITE INFORMATION

Project Address: 18401 Carlson Lane, Elgin, TX 78621Parcel Identification Number (if no address): 476330

APPLICANT

Name: Doucet & Associates, Inc. (Christopher A. Reid, PE)Postal Address: 7401B Highway 71 West, Suite 160
Austin, TX 78735E-Mail Address: creid@doucetengineers.com; Phone Number: (512) 583-7645

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.

_____	<u>Christopher A. Reid, PE</u>	<u>12/6/2022</u>
Signature	Printed Name	Date

Project Description:

Preliminary Plat of 34.7 acres in accordance with PDD 2022-09-06, comprised of 160
total residential lots and 1 ROW lot.



310 North Main Street
P.O. Box 591
Elgin, Texas, 78621



(512) 281-5724



www.elgintx.com

April 27, 2022

David Harrell, Director of Development Services
City of Elgin
310 North Main Street
Elgin, Texas 78621

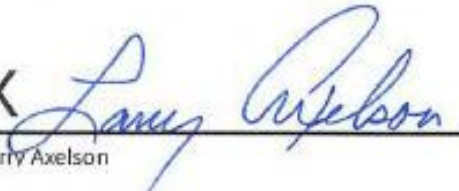
Re: Agent Authorization Letter
Axelson Tract (35 acres)
Elgin, Texas

To Whom It May Concern:

As the owner of the 34.7 acres of land, more or less, out of the Henry Martin Survey No. 65, Abstract No. 518, in Travis County, Texas; we are hereby granting Tack Development and Doucet & Associates, the right to act as Authorized Agents on development applications associated with this property. This includes, but is not limited to annexation, rezoning, Subdivision Platting, Construction Documents, and related applications as may be required.

Please contact me if you have any questions.

Sincerely,

X 
Larry Axelson

X 
Mary Joe Benatson

Attachment 2
Approved Concept Plan



GRAPHIC SCALE 1"=100'

LEGEND

- IRON ROD FOUND
- FIRE HYDRANT
- SIGN
- POWER POLE
- DOWN SLOPE
- SUBDIVISION BOUNDARY
- LOT LINES
- EXISTING TRAIL
- EXISTING GRADE
- PROPOSED GRADE
- RETAINING WALL

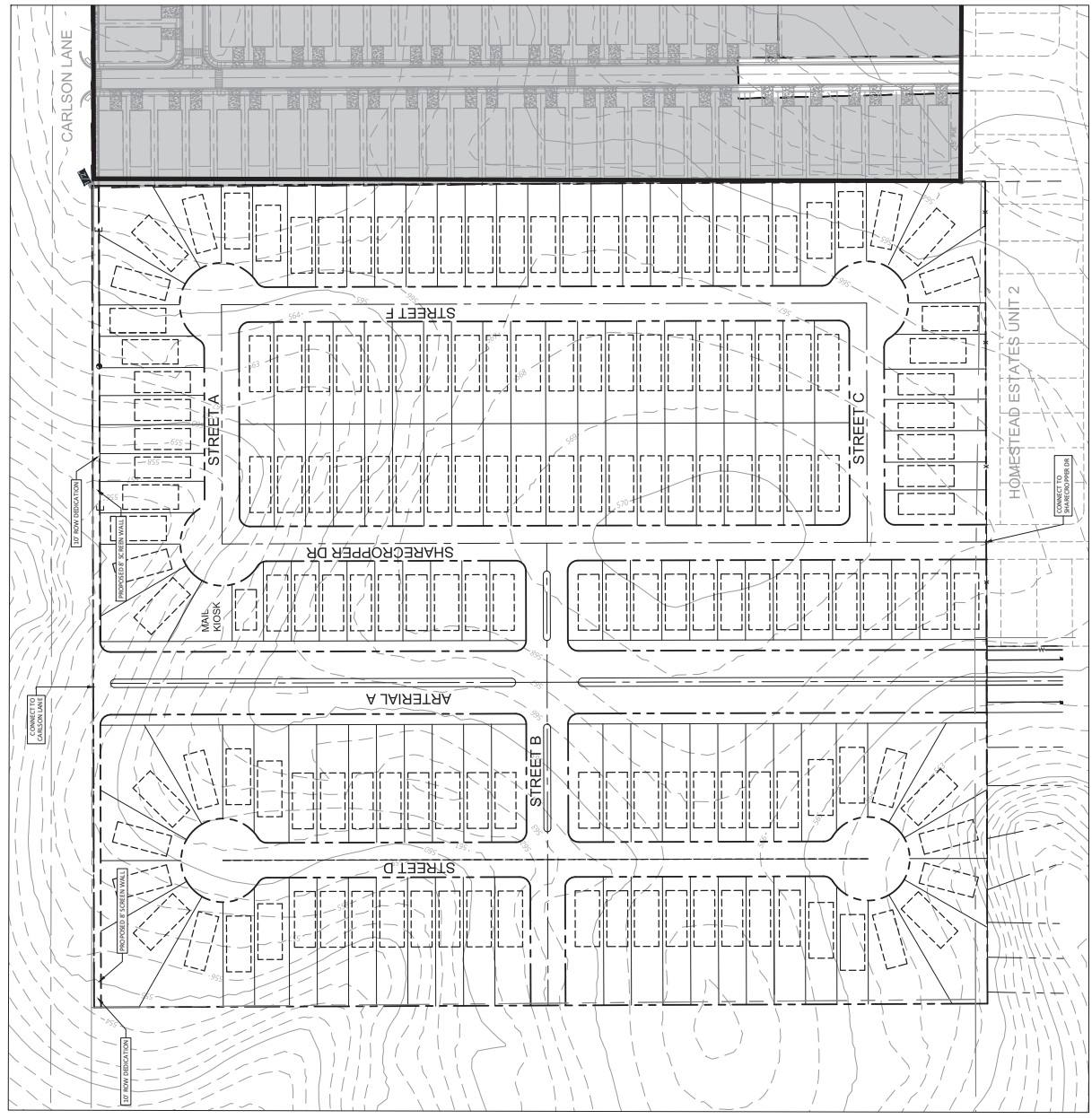
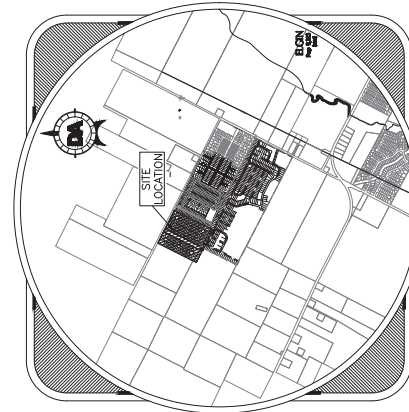
DEVELOPER: TACK DEVELOPMENT, LTD.
230 DATTENHOFF LANE,
SUITE 100
HUTTO, TEXAS 78634
(512) 306-0500

CONTACT: BLAKE REED
BLAKE@TIMMERMANCAPITAL.COM

ENGINEER: DOUCET & ASSOCIATES, INC.
7401 B HWY. 71 WEST,
SUITE 140
AUSTIN, TEXAS 78735
(512) 583-2600

CONTACT: CHRISTOPHER A. REID, P.E.
CREID@DOUCETENGINEERS.COM

SUMMARY	
TOTAL LOT ACREAGE	26.29
TOTAL ROW ACREAGE	8.43
TOTAL ACREAGE	34.72
TOTAL NUMBER OF BLOCKS	5
TOTAL NUMBER OF LOTS	160
TOTAL LINEAR FOOTAGE OF STREETS	5555.04



Attachment 3
Proposed Preliminary Plat

OWNER'S CERTIFICATION
STATE OF TEXAS
COUNTY OF TRAVIS

KNOWN ALL MEN BY THESE PRESENTS, THAT TACK WOR LLC, BEING THE OWNER OF A CALLED 34.72 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 2021258520 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE HENRY MARTIN SURVEY, SECTION 65, ABSTRACT 518 OF TRAVIS COUNTY, TEXAS.

EAGLES LANDING PHASE 5

AND DO HEREBY DEDICATE ALL ADDITIONAL ROW, STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC USE, OR WHEN THE SUBDIVIDER HAS MADE PROVISION FOR PERPETUAL MAINTENANCE THEREOF, TO THE INHABITANTS OF THE SUBDIVISION.

WITNESS MY HAND THIS THE _____ DAY OF _____, 20__ A.D.

BLAKE REED
TACK WCR LLC
230 KLATTENHOFF LANE, SUITE 100
HUTTO, TX 78634

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME _____ WAS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY FOR THE PURPOSED AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____ 20__ A.D.

NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, CHRISTOPHER A. REID, PE, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

CHRISTOPHER A. REID, PE
TEXAS REGISTRATION NO. 81546
DOUCET & ASSOCIATES, INC.

THE STATE OF TEXAS
KNOWN ALL MEN BY THESE PRESENTS

I, J. DILLON FUGATE, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS

J. DILLON FUGATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6360
DOUCET & ASSOCIATES, INC.

CURVE	LENGTH	RADIUS	DELTA	CURVE LEARNING	CHORD LENGTH
C21	215.24	60.05	265.52222	N18°08'31"N	173.65
C22	15.12	15.00	5.7498137	S84°12'23"W	14.69
C23	15.12	15.00	5.7498137	S84°12'23"W	14.69
C24	215.24	60.05	265.52222	N17°56'21"E	173.65
C25	15.12	15.00	5.746597	S62°01'34"E	14.48
C26	23.85	15.00	80.00000	S71°32'44"W	21.21
C27	23.85	15.00	80.00000	N17°32'44"W	21.03
C28	23.86	15.00	80.01932	N17°16'06"E	21.00
C29	23.86	15.00	80.00000	S71°51'31"W	21.21
C30	23.86	15.00	80.00000	N16°09'20"W	21.21
C31	24.33	14.82	92.92191	N20°29'00"E	21.77
C32	24.33	14.82	92.92191	N17°56'21"E	21.14

[illegible]



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

February 15, 2023

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

RE: Eagles Landing Phase 5 PDD

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted on February 15, 2023, by Doucet & Associates, Inc. (D&A):

1. Preliminary Plat, dated February 15, 2023
2. Other supporting documents submitted with the preliminary plat: ALTA Survey, Lot Calcs, Storm Sewer Schematic, Utility Schematic, COE Ordinance 2022-10-11, Tree Verification, and comment response letter.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances and the Agreement and Development Plan for Eagles Landing Phase 5 Planned Development District (PDD).

As TRC did not provide the detailed design of the submitted documents, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Registered Professional Engineer that prepared the documents and all responsibility for the surveying, engineering design and submitted documents shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer. Note that approval of the preliminary plat is contingent on the road name approvals from COA 911. If you have any questions regarding this information, please do not hesitate to contact this office.

Sincerely,

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

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

cc: Mr. Blake Reed, Timmerman Capital



Development Services Department

STAFF REPORT

(Future Subdivision) Sub. Variance

File Number: 202300038

Date: March 6, 2023
Applicant: Lloyd Armbrust
Representative: Same
Hearing Dates: Planning & Zoning Commission – March 27, 2023
Location: 1011 Old McDade Rd. (BCAD #: 128898)

APPLICATION SUMMARY

Consideration of a subdivision variance from Section 36-175, City Code to allow for the creation of a future flag lot (Tract 2 on attachment 1).

DEVELOPMENT SERVICES DEPARTMENT COMMENTS

The City's Subdivision Code currently prohibits the creation of a flag lot. The present layout of the future subdivision of Tract 2 (see attachment 1, applicant letter) is defined as a flag lot. The granting of this subdivision variance would allow for its creation (see Lot 1 under attachment 2).

Under Section 36-37(g) of the Subdivision Code there are certain findings of fact the Commission must base their decision; these are as follows:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would have a substantial adverse impact on the applicant's reasonable use of his land;
2. That the granting of the variance will not be detrimental to the public interest, health, safety, or welfare, or injurious to other property in the area;
3. That the granting of the variance is in harmony with the general purpose and intent of this chapter so that the public health, safety, and welfare may be secured, and substantial justice served; and
4. That the proposed hardship is not caused by the owner and/or is not for economic reasons.

The applicant has provided a narrative associated with the request in attachment 1. If the Commission grants the variance the applicant has filed a Short Form Plat with the City to plat (see attachment 2, Lot 1) only this lot seeking the variance. Tracts of land that are more than 10 acres in size are not required to formally plat their land (see attachment 2). Short Form Plats are administratively considered per City Code and the Commission will not see it.

STAFF ANALYSIS

Staff agrees with the applicant's assessment as provided with the packet. Staff has no issues of concerns with the items as presented by the applicant. Staff's interpretation is the following in *italics*:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would have a substantial adverse impact on the applicant's reasonable use of his land; *The original tract (Tract 1 as seen in attachment 1) is an awkward shaped lot which makes dividing land off of it (Tract 2 as seen in attachment 1) difficult and the lot to the north blocks making it a squared lot and therefore makes it a flag lot.*
2. That the granting of the variance will not be detrimental to the public interest, health, safety, or welfare, or injurious to other property in the area; *The granting of the variance is not detrimental because the smaller area of the proposed lot is larger to the roadway which allows proper spacing next to the lot on the east.*
3. That the granting of the variance is in harmony with the general purpose and intent of this chapter so that the public health, safety, and welfare may be secured, and substantial justice served; *The granting is in harmony with the Chapter as the purpose of the Subdivision Code is to promote safe development which will already be done given the larger area of the lot to the roadway.*
4. That the proposed hardship is not caused by the owner and/or is not for economic reasons. *The request is not cause by the owner due to the conditions of the area and is not for economic reasons.*

However, it is the Commission's decision, independent of the staff analysis, as whether to approve it, approve it with conditions, continue with concurrence with the applicant, or deny this subdivision variance based on the provided findings of fact and the evidence.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application & Applicant Narrative.
2. Proposed Subdivision

Attachment 1

Application & Applicant Narrative

SUBDIVISION VARIANCE APPLICATION

Date: 2/28/2023

SITE INFORMATION

Project Address: 1011 Old McDade Rd. Elgin, TX 78621

Parcel Identification Number (if no address): 128898

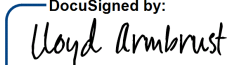
APPLICANT

Name: Lloyd Armbrust

Postal Address: 1011 Old McDade Rd. Elgin, TX 78621

E-Mail Address: L@armbrust.com; Phone Number: 512-800-0694

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.

DocuSigned by:

EE75763E8B674E0... Lloyd Armbrust 2/28/2023

Signature

Printed Name

Date

Project Description:

Gray and black warehouse and factory located at the front of the property off of
Old McDade Road owned and operated by Armbrust Inc. We are submitting this
request in hopes of gaining a dedicated address for our working warehouse to keep
and bring more high-paying jobs to Elgin, while providing the highest standard,
American-made masks and other medical/health supplies. Currently, we are unable
to subdivide the property due to its flag shape, or narrow entrance referenced in
Chapter 36, Article III, Division 5, Sec. 36-175.



802 N. Ave. C
P.O. Box 591
Elgin, Texas, 78621



(512) 281-0119



www.elgintx.com

OWNER'S AUTHORIZATION LETTER

I/we hereby certify that I/we am/are the owner(s) of the above-described property. I/we am/are respectfully requesting processing and approval of permit(s) and/or project(s) reviews. I/we hereby authorize the Applicant listed on this letter to act on my/our behalf during the processing, review, presentation of this request and any inspections associated with this request. They shall be the principal contact with the City during the processing, review, presentation of this request and any inspections associated with this request

Armbrust Inc.

3/2/2023

Name of Applicant or Company (Print)

Date

DocuSigned by:

Lloyd Armbrust

3/2/2023

EE75763E8B674E0...

1st Owners Signature

Date

Lloyd Armbrust

3/2/2023

1st Owners Printed Name

Date

DocuSigned by:

Jacqueline Armbrust

3/2/2023

327F7C90BE6D462...

2nd Owners Signature

Date

Jacqueline Armbrust

3/2/2023

2nd Owners Printed Name

Date

3rd Owners Signature

Date

3rd Owners Printed Name

Date

Additional owners please provide their signatures, date, printed name, and date on separate letter. Failure to provide additional property owner(s) and/or produce incorrectly may result in delay.

Be aware the person(s) who represent a corporation, limited liability company (LLC), or similar type of corporation regarding property ownership must provide documentation along with this letter indicating they have authority to sign for said corporation. Failure to provide may result in delay.



Lloyd W. Armbrust
CEO, Armbrust Inc.
1011 Old McDade Road
Elgin, TX 78621

L@Armbrust.com

August 10, 2022

David Harrell, AICP
Development Services Director
Development Services Dept.
City of Elgin, TX

RE: Subdivision at 1011 Old McDade Road for Armbrust manufacturing

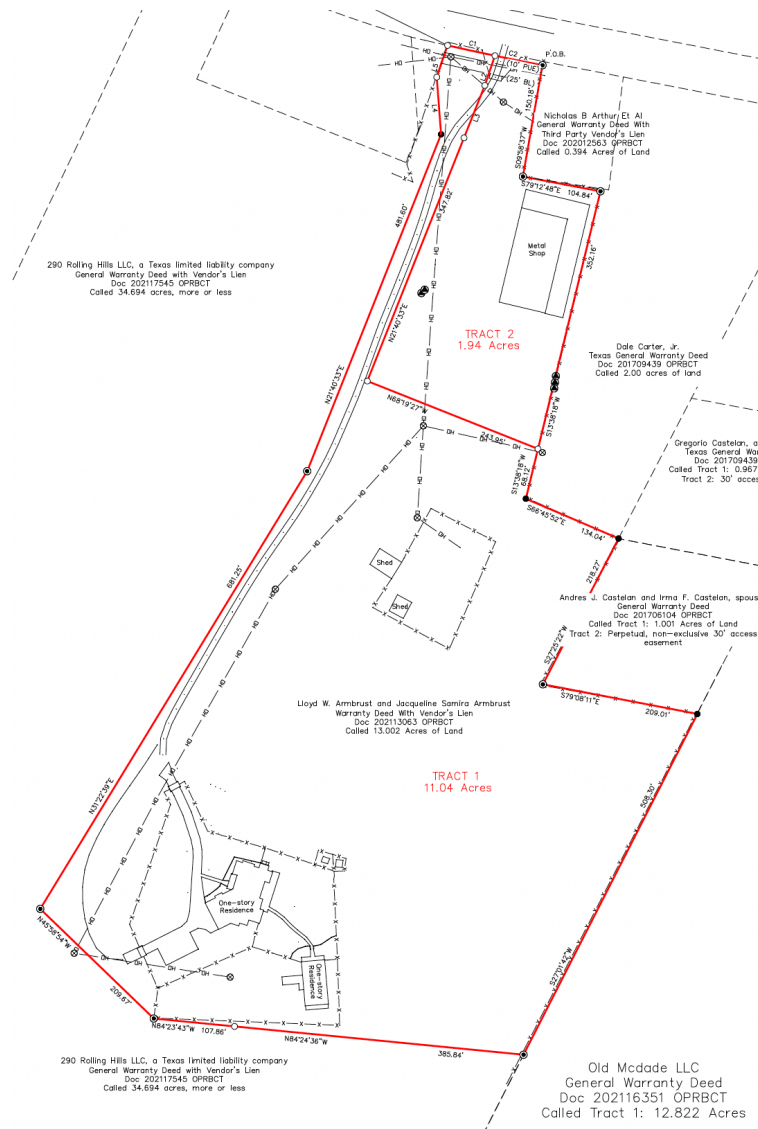
Dear Mr. Harrell,

I hope that this letter finds you well and I appreciate the time you have already taken to address our case.

First of all, I apologize for not coming to you sooner. When we purchased the property in 2021 and wanted to improve the site, I was misinformed by my contractor (who does not reside in Elgin) that I did not need to consult with the city and that all approvals needed to be obtained through the county of Bastrop. This was my fault and I should have come to you first and I would have saved everyone this headache. This has all been exacerbated by a Tornado that hit our home at the property this last March, which did over \$250k in damages to my home and has taken most of my personal time to rehabilitate.

To get to the point, I now understand that the city of Elgin has an Ordinance that does not allow for the creation of a flag lot. Thanks to your explanation, I understand that "The flag portion of the lot cannot be less than 50% of the width of the widest portion of the lot."

One interesting thing to note is that we actually purchased the existing 13-acre property as a flag lot as you can see in the survey below, with the frontage about 1/6th the width of the property:



While the existing shape and size of the lot in no way excuses the creation of an additional lot, I would argue that our proposed subdivision will put this land to better use—as the small 1.94 acres in the front portion of the property is not wide enough to run cattle, and where bulls would be interacting with 3 neighbors.

By subdividing the property in this way, my residence will retain the widest portions of the property while adding substantial usability to the subdivided property.

If you will permit me, I'd like to go into some background on why I moved to Elgin and how we are looking to grow here in the future.

When Covid hit in 2020 I responded to the requests of our governor to build a mask manufacturing facility inside the State of Texas. My company, Armbrust Inc., built a modern facility in Pflugerville capable of making 1 million medical masks per day, and employing over



100 people. I'm proud to say that today we have many governments, hospitals and individuals that rely on our medical-grade masks (See Armbrust.com for more about us).

Unfortunately, our building in Pflugerville was sold at the same time we were acquiring an existing mask factory in Utah—so we have now moved most of our production there; but, we still needed a place in Texas to do distribution and after considering many locations we thought that Elgin, TX would make an excellent home.

About a year ago I had purchased a property in Elgin where my wife and I, and our six children, currently live. We had been looking to get out of Austin to an area that was closer to our roots.

Ironically, one thing that attracted me to the property in its odd stair-stepping flagged shape, was an underutilized portion at the front that could be used for a small 11k square foot warehouse. Today, that building is operational, where we employ about 8 employees over two shifts to ship out our products.

Additionally we had planned for a two-story expansion on the side of the warehouse to house a 6,000 square foot of manufacturing space. While we have moved mask manufacturing to Utah, we have started an air filter business and had planned on building that manufacturing here in Elgin, providing for 25+ jobs all averaging about \$20 per hour.

Unfortunately, even though we poured the concrete for the expansion, because I have been unable to gain a dedicated address that requires subdividing the property, I cannot continue to invest in a development that has my business tied in with my personal home.

Since we have already invested around \$2.5mm in this project, I hope that we can continue to bring investment to the Elgin community—selfishly, I like living so close to work!

I do believe that these special circumstances and conditions have a substantial adverse impact on the reasonable use of this land.

Additionally, I think that the granting of the variance will not be detrimental to the public interest, health, safety or welfare, or injurious to other property in the area for a few reasons:

1. Our warehouse does not fundamentally change the development pattern nor negatively impact preservation of homes in the area, as there is already a small development of similar sized buildings off Roy Davis road less than 1 mile away.
2. We have already spoken with our neighbors who do not seem bothered by the development, and we have committed to planting barrier trees and installing privacy fencing for those neighbors if our subdivision is approved.
3. It certainly is not affecting home buyers, as the house closest to and in front of our building just sold at a market rate of \$214 per square foot after we completed construction.



I believe that the granting of the variance is in harmony with the general purpose and intent of the Ordinance so that the public health, safety and welfare may be secured for the following reasons:

1. Granting this variance will keep and bring high-paying jobs to Elgin.
2. It will allow us to invest in the property by upgrading the private road and adding barrier trees and privacy fences.
3. Not granting it could result in potential delay of 911 services: My private road is about 1/3rd of a mile long with my house at the end. Service providers, delivery companies and even friends are already confused about where to find our home. Without a separate address for the building at the front, it is easily mistaken as the actual address for 1011 Old Mcdade road.

Finally, this hardship was not caused by myself, as we did not create the original flag shaped plot of land, but instead purchased it in its current configuration. Without being able to subdivide the front 1.94 acres, we cannot use the property.

For these reasons, I am asking for a subdivision variance.

I want you to know that I really appreciate the time and attention you've given to this document and for helping me understand this process.

I look forward to working with the City of Elgin to bring strategic manufacturing back to our shores.

Lloyd W. Armbrust, Jr.

Founder and CEO,
Armbrust Inc.

Attachment 2
Proposed Subdivision

A site map showing the location of the 'SITE' relative to 'MILKERS ROAD' and 'DA LASSON ROAD'. The map includes a compass rose indicating North (N), South (S), East (E), and West (W). The site is located near the intersection of these roads. The map is labeled 'SITE MAP' and 'NOT TO SCALE'.

ARMBRUST SUBDIVISION SHORT FORM PLAT

PRINTED NAME OF NOTARY / EXPIRES

THIS SHORT FORM PLAT WAS APPROVED BY THE CITY OF ELGIN ON THIS _____ DAY OF _____

[illegible]

Mr. David Joyner, P.E.
Professional Engineer #79569

DATE _____

SUBMITTAL DATE:	06/10/2022
REVISION DATE:	02/20/2023
REVISION DATE:	

1/2" IRON ROD FOUND
CAPPED IRON ROD FOUND
1/2" CAPPED IRON ROD SET STAMPED "NPLS 5548"
PROPERTY BOUNDARY

Old Metcalf LLC
 General Partnership
 Dedicated to the City of Dallas
 Collected Tract 1: 12,827 Acres

THOMAS GARRETSON SURVEY
 ABSTRACT NO 178

Surveyed by: Thomas Garretson, Surveyor
 Surveyed on: 10/10/2011
 Contained: 12,827 acres, more or less

THOMAS GARRETSON SURVEY
ABSTRACT NO. 178



Development Services Department

STAFF REPORT

Burleson Creek Estates Preliminary Plat

Project #: 202200184

Date: March 6, 2023

Applicant: Waeltz & Prete, Inc.

Representative: SAME

Hearing Dates: Planning & Zoning Commission – March 27, 2023

Location: Bastrop Co. Appraisal District Parcel 15963. Located on the eastside of Red Town Rd. (see attachment 3).

APPLICATION SUMMARY

Consideration of a preliminary plat for Burleson Creek Estates which will consist of thirty (30) lots (29 single family home lots & 1 drainage lot).

DEPARTMENT COMMENTS

The lot areas range in size from 1.05 acres to 2.78 acres, lot widths range from 100 feet to 251 feet, and lot area ranges are from 1.00 to 6.76 acres in size. All lots exceed the R-2 zoning standard regarding minimum lot width and lot area. There is one (1) 50-foot local right of way to access all the lots. This Plat covers the entire approved Concept Plan that was approved by the Commission in October 2022. It also matches the approved Concept Plan.

A tree preservation plan is a part of the Plat and shows the trees that will be preserved and removed due to the infrastructure improvements. This Plan will allow for Staff to determine any costs associated with removal and/or replacement of lost tree inches. The Commission will be approving this along with the Plat.

STAFF ANALYSIS

Staff has reviewed the Preliminary Plat and it is similar in layout and design of the approved concept plan & meets City Code of Ordinances. Based on the information within the packet, staff believes there are no issues with approving the request.

ATTACHMENTS

Additional information is provided through attached exhibits.

1. Application.
2. Approved Concept Plan.
3. Proposed Preliminary Plat.

Attachment 1

Application

PRELIMINARY PLAT APPLICATION

Date: December 21, 2022New ☒ Modification ☐Modification of N/A

SITE INFORMATION

Project Address: N/AParcel Identification Number (if no address): Property ID: 15693

APPLICANT

Name: Waeltz & Prete, Inc.Postal Address: 211 N. A.W. Grimes Blvd.
Round Rock, TX 78665E-Mail Address: scannon@w-pinc.com; Phone Number: 512-505-8953

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.

<u></u>	<u>Shane Cannon, P.E.</u>	<u>December 21, 2022</u>
Signature	Printed Name	Date

Project Description:

This project is a single family rural subdivision consisting of 29 residential lots with
a minimum area of 1 Acre each, and 1 drainage lot. The subdivision will be served by
Aqua Water Supply Corporation for water service and will utilize OSSF for wastewater.



December 19, 2022

City of Elgin
310 N. Main Street
PO Box 591
Elgin, TX 79621

Re: Burleson Creek Estates Subdivision – Authorization to Submit

To whom it may concern:

The Civil Engineering firm of Waeltz & Prete, Inc. is authorized to submit the Preliminary Plat on behalf of William Caudill.

Waeltz & Prete, Inc. is working on behalf of William Caudill for the Burleson Creek Estates Preliminary Plat for the property bearing the legal description A20 CHRISTIAN, THOMAS, ACRES 53.7960, (R15693), located in Elgin, TX.

Sincerely,

A handwritten signature in dark ink, appearing to read "William Caudill", written in a cursive style.

William Caudill
Owner

Attachment 2
Approved Concept Plan

OWNER:
WILLIAM H. CAUDILL
126 GYNN WAY DR.
HOUSTON, TEXAS 77056

ACREAGE:
52.796 ACRES

PATENT SURVEY:
THOMAS CHRISTIAN SURVEY, ABSTRACT 20

NUMBER OF BLOCKS:
2

NUMBER OF LOTS BY TYPE:
29 - SINGLE FAMILY RESIDENTIAL
1 - DRAINAGE/OPEN SPACE

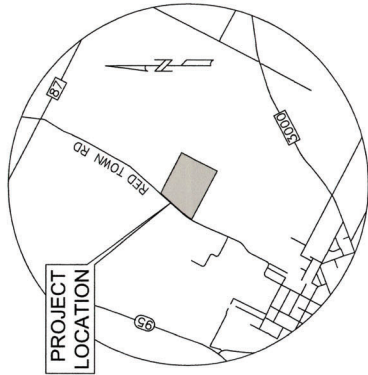
LINEAR FEET OF NEW STREETS:
2,750

SUBMITTAL DATE:
AUGUST 12, 2022

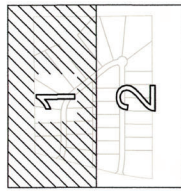
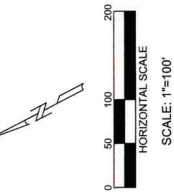
DATE OF PLANNING AND ZONING
COMMISSION REVIEW:

ENGINEER:
WAEELTZ & PRETE, INC.
211 N. A.W. GRIMES BLVD.
HOUSTON, TEXAS 77065
(512) 505-8900
scanon@w-p-inc.com

SURVEYOR:
DIAMOND SURVEYING, INC.
116 SKYLINE RD.
GEORGETOWN, TEXAS 78628
(512) 931-3100
gary@diamondsurveying.com



LOCATION MAP
SCALE: 1" = 3000'



KEY MAP
NTS

LEGEND

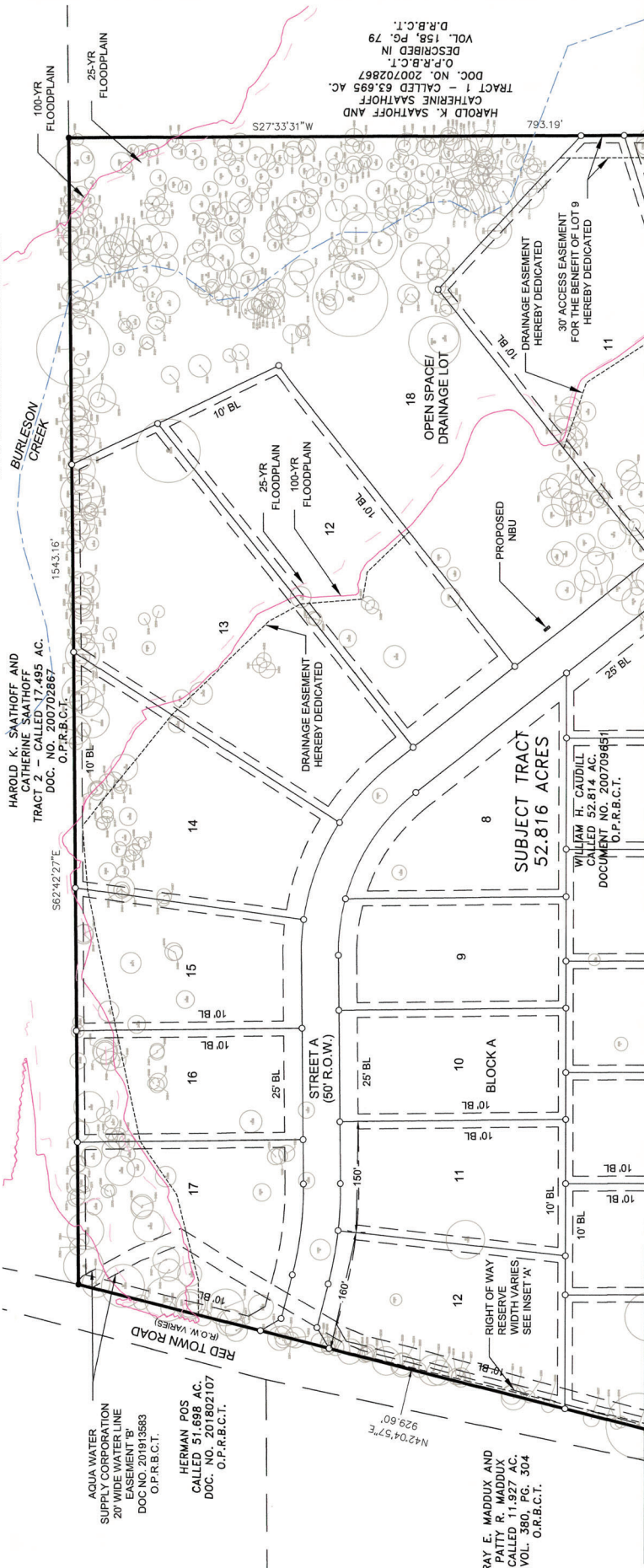
- PROPERTY BOUNDARY
- ADJOINER LINE
- RIGHT-OF-WAY/PROPERTY
- CORNER TIE LINE
- EASEMENT AND BUILDING
- SETBACK LINE
- O.R.B.C.T.
- BASTROP COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS
- BASTROP COUNTY, TEXAS
- PLAT RECORDS
- BASTROP COUNTY, TEXAS
- DEED RECORDS
- BASTROP COUNTY, TEXAS
- ETJ
- EXTRATERRITORIAL JURISDICTION
- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- CONCRETE MONUMENT FOUND
- CALCULATED POINT
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT-OF-WAY
- BENCHMARK

THIS CONCEPT PLAN WAS APPROVED BY THE CITY OF ELGIN PLANNING
AND ZONING COMMISSION ON THIS 24TH DAY OF OCTOBER, 2022.

VICE-CHAIR
CITY OF ELGIN PLANNING & ZONING COMMISSION
SECRETARY
CITY OF ELGIN PLANNING & ZONING COMMISSION

DATE
10-25-2022

DATE
10/28/2022

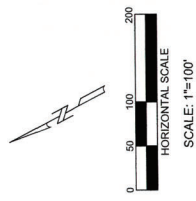


MATCHLINE REF. PLAT SHEET 2

CONCEPT PLAN
BURLESON CREEK ESTATES
SHEET 1 OF 2

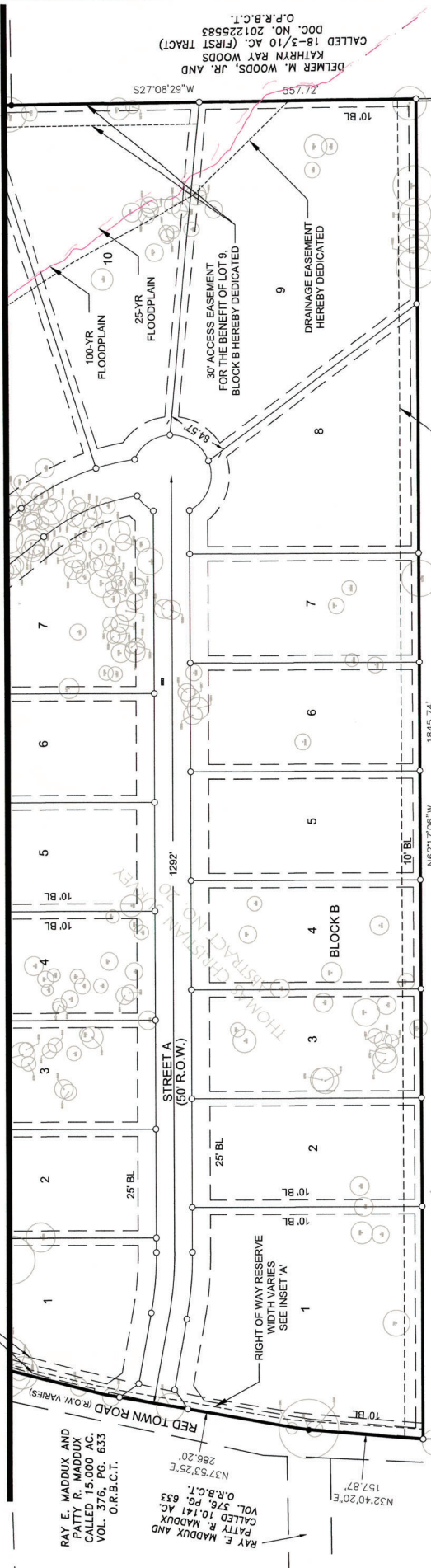


WAEELTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
HOUSTON, TEXAS 77065
PH (512) 505-8903
FIRM TX. REG. #F10308



AQUA WATER SUPPLY CORPORATION
20' WIDE WATER LINE
EASEMENT 'B'
DOC NO. 201913583
O.P.R.B.C.T.

MATCHLINE REF. PLAT SHEET 1



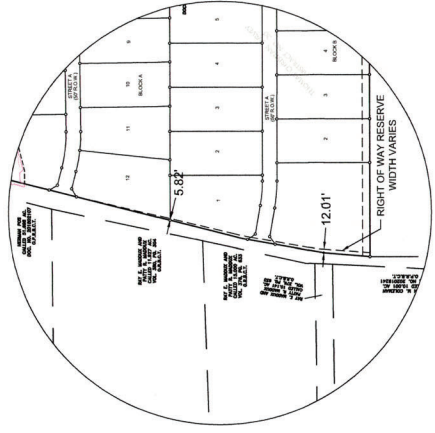
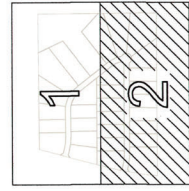
RAY E. MADDOX AND
PATTY R. MADDOX
CALLED 15,000 AC.
VOL. 376, PG. 633
O.P.R.B.C.T.

RAY E. MADDOX AND
PATTY R. MADDOX
CALLED 10,141 AC.
VOL. 378, PG. 633
O.P.R.B.C.T.

ALLEN M. COLEMAN
CALLED 10,001 AC.
DOC. NO. 202019241
O.P.R.B.C.T.

JEFF CARTER AND WIFE,
GENA CARTER
CALLED 52,693 AC.
VOL. 1026, PG. 293
O.P.R.B.C.T.

GAP BETWEEN DEEDS:
CALLED 52,693 AC.
VOL. 1026, PG. 293
O.P.R.B.C.T.
AND
CALLED 18-3/10 AC.
DOC. NO. 201225583
O.P.R.B.C.T.



INSET 'A'
1" = 300'

Block	LOT #	TOTAL LOT AREA (AC)
A	1	1.33
A	2	1.08
A	3	1.08
A	4	1.08
A	5	1.08
A	6	1.08
A	7	1.45
A	8	1.22
A	9	1.05
A	10	1.05
A	11	1.16
A	12	1.35
B	1	2.26
B	2	1.09
B	3	1.09
B	4	1.09
B	5	1.09
B	6	1.09
B	7	1.09
B	8	1.6
B	9	2.92
B	10	2.26
B	11	2.68
B	12	2.15
B	13	2.78
B	14	1.77
B	15	1.18
B	16	1.05
B	17	1.55
B	18	6.76
ROW		3.28
TOTAL		52.79

WALTZ & PRETE, INC.
CIVIL ENGINEERS
211 N.W. GRIMES BLVD.
ROUND ROCK, TX 78665
FIRM TX REG. #10308

CONCEPT PLAN
BURLESON CREEK ESTATES
SHEET 2 OF 2

Attachment 3
Proposed Preliminary Plat

1. THIS PRELIMINARY PLAT CONFORMS TO THE ADOPTED CONCEPT PLAN.
2. ALL LOTS IN THIS SUBDIVISION WILL BE A MINIMUM OF ONE ACRE. THE AVERAGE SINGLE FAMILY LOT SIZE IN THIS SUBDIVISION IS 1.475 ACRES.

$$\begin{aligned} \text{ACRES} &= 6 \times (\text{NUMBER OF UNITS}) \times (\text{RESIDENTS PER UNIT}) / 1,000 \\ \text{ACRES} &= 6 \times 29 \text{ UNITS} \times 2.8 \text{ RESIDENTS PER UNIT} / 1,000 \end{aligned}$$

AQUA WATER SUPPLY CORPORATION
20' WIDE WATER LINE
EASEMENT 'B'
DOC NO. 201913583
O.P.R.B.C.T.

AVERAGE LOT SIZE (SF)	NO. OF LOTS
LESS THAN 6,000	0
6,000 TO 7,500	0
7,500 TO 9,000	0
GREATER THAN 9,000	29

DRAINAGE EASEMENT			DRAINAGE EASEMENT		
LINE	BEARINGS	DISTANCE	LINE	BEARINGS	DISTANCE
D1	N 61°38'06" E	186.19'	D13	N00°48'04" W	47.92'
D2	N 01°02'33" E	190.32'	D14	N 16°05'48" W	181.93'
D3	N 01°02'33" E	190.32'	D15	N 01°02'33" E	186.17'
D4	N 74°54'57" E	93.80'	D16	N 67°52'07" W	84.17'
D5	N 12°42'51" E	32.64'	D17	N 67°52'07" W	86.13'
D6	N 18°02'29" E	58.21'	D18	N 74°22'01" W	160.39'
D7	N 02°59'05" E	48.33'	D19	S 83°11'04" W	66.32'
D8	N 38°44'47" W	60.17'	D20	N 76°27'19" W	120.04'
D9	N 21°30'53" W	116.17'	D21	N 62°26'58" W	48.53'
D10	N 01°02'33" E	190.32'	D22	N 01°02'33" E	190.32'
D11	N 02°36'59" W	36.09'	D23	S 2°08'29" W	361.91'
D12	N 23°37'09" E	84.43'			

R.O.W. RESERVE LINE TABLE		
LINE	BEARING	DISTANCE
R1	N32°40'20"E	157.87'
R2	N37°53'25"E	286.20'
R3	N42°04'57"E	651.94'
R4	N42°04'57"E	277.66'
R5	N41°15'04"W	622.97'
R6	S37°53'25"W	208.27'
R7	S31°57'16"W	156.34'
R8	N62°17'06"W	14.02'

R.O.W. RESERVE CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
RC1	970.00'	56.90'	3°21'39"	S39°34'14"W	56.89'
RC2	470.00'	48.60'	5°56'08"	S34°55'20"W	48.67'

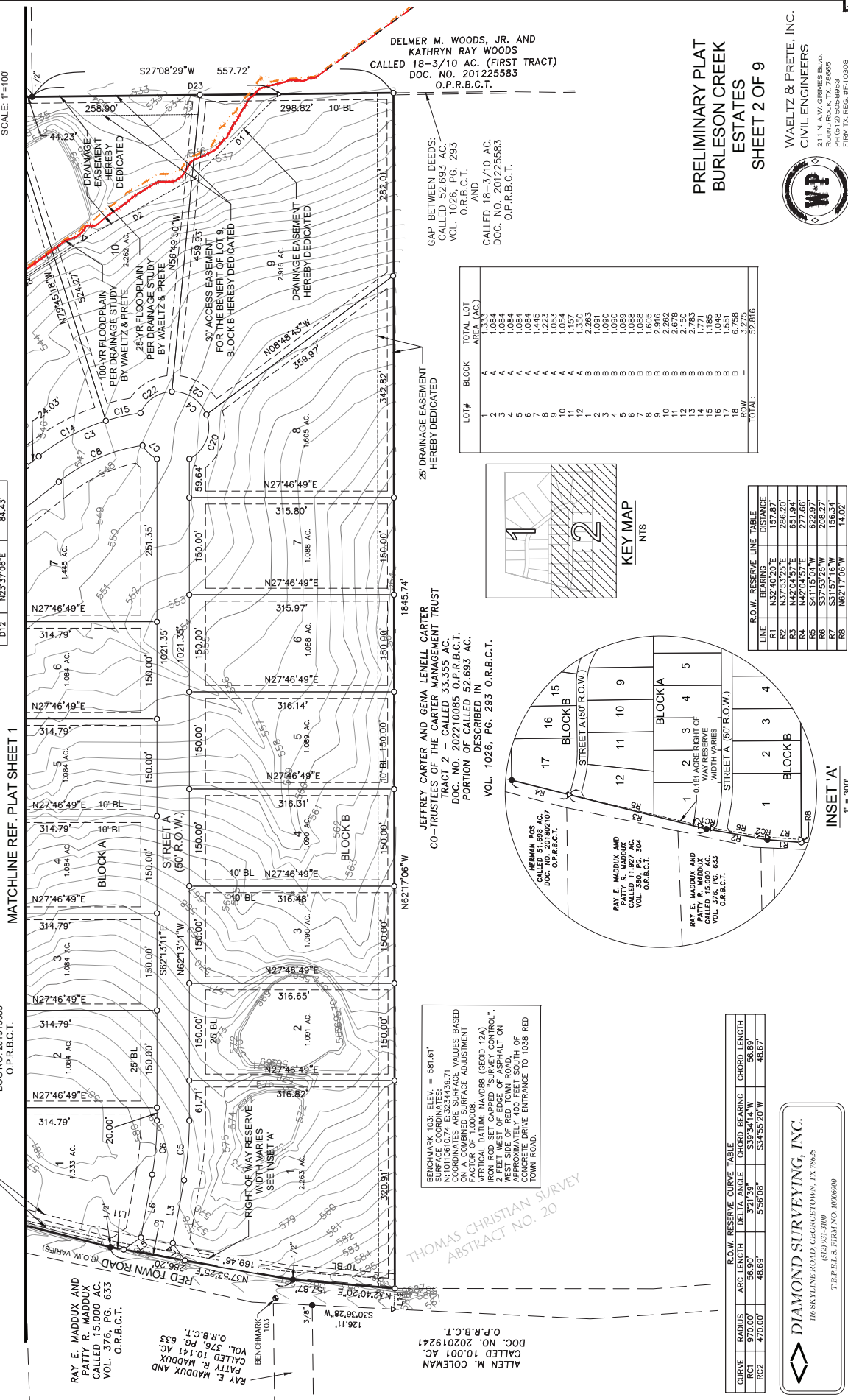
<> DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
TRPELS FIRM NO. 10006900

T.B.P.E.L., S. FIRM NO. 10006900
(212) 512-0100

WALTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

PRELIMINARY PLAT
BURLESON CREEK
ESTATES
SHEET 2 OF 9



METES AND BOUNDS DESCRIPTION:

FOR A 52.816 ACRE TRACT OF LAND SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS, BEING ALL OF THE CALLED 52.814 ACRE TRACT OF LAND CONVEYED TO WILLIAM H. CAUDILL, RECORDED IN DOCUMENT NO. 200709651 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 52.816 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2022 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the northwest corner of said 52.814 acre Caudill tract and the southwest corner of the called 17.495 acre tract of land (Tract 2) conveyed to Harold K. Saathoff and Catherine Saathoff, recorded in Document No. 200702867 of the Official Public Records of Bastrop County, Texas, same being on the east right-of-way line of Red Town Road (right-of-way width varies) for the northwest corner and POINT OF BEGINNING hereof, from which the approximate northwest corner of said Thomas Christian Survey, Abstract No. 20, bears N 49°28' W for a distance of 12.204 feet;

THENCE, S 62°42'27" E with the north boundary line of said 52.814 acre Caudill tract and the south boundary line of said 17.495 acre Saathoff tract for a distance of 1543.16 feet to a 1/2" iron rod found monumenting the northeast corner of said 52.814 acre Caudill tract and an exterior ell corner of the called 63.695 acre tract of land (Tract 1), conveyed to Harold K. Saathoff and Catherine Saathoff in said Document No. 200702867, said 63.695 acre tract of land being more fully described in Volume 158, Page 79 of the Deed Records of Bastrop County, Texas, for the northeast corner hereof;

THENCE, S 27°33'31" W with the east boundary line of said 52.814 acre Caudill tract and the west boundary line of said 63.695 acre Saathoff tract for a distance of 793.19 feet to a 1/2" iron rod found monumenting an exterior ell corner of said 63.695 acre Saathoff tract and the northwest corner of the called 18-3/10 acre tract of land (First Tract), conveyed to Delmer M. Woods, Jr. and Kathryn Ray Woods, recorded in Document No. 201225583 of the Official Public Records of Bastrop County, Texas;

THENCE, S 27°08'29" W with said east boundary line of the 52.814 acre Caudill tract and the west boundary line of said 18-3/10 acre Woods tract for a distance of 557.72 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" for the southeast corner of said 52.814 acre Caudill tract, for the southeast corner hereof;

THENCE, N 62°17'06" W with the south boundary line of said 52.814 Caudill tract in part with the north boundary line of the called 33.355 acre tract of land (Tract 2) conveyed to Jeffrey Carter and Gena Lenell Carter, Co-Trustees of the Carter Management Trust, recorded in Document No. 202210085 of the Official Public Records of Bastrop County, Texas, said 33.355 acre tract of land being a portion of the 52.693 acre tract of land described in Volume 1026, Page 293 of the Official Records of Bastrop County, Texas, and in part with a gap between said 18-3/10 acre Woods tract and said 33.355 acre Carter tract, passing at a distance of 10.15 feet the northeast corner of said 33.355 acre Carter tract, in all a total distance of 1845.74 feet to a 1/2" iron rod set with cap marked "Diamond Surveying" on the southwest corner of said 52.184 acre Caudill tract and the northwest corner of said 33.355 acre Carter tract, same being on said east right-of-way line of Red Town Road, for the southwest corner hereof;

THENCE, with the west boundary line of said 52.814 acre Caudill tract and said east right-of-way line of Red Town Road, the following three (3) courses and distances:

1. N 32°40'20" E for a distance of 157.87 feet to a 1/2" iron rod found;
2. N 37°53'25" E for a distance of 286.20 feet to a 1/2" iron rod found;
3. N 42°04'57" E for a distance of 929.60 feet to the POINT OF BEGINNING hereof and containing 52.816 acres of land more or less.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00008.

DIAMOND SURVEYING, INC.

116 SKYLINE ROAD, GEORGETOWN, TX 78628

(512) 951-3100

T.B.P.E.L.S. FIRM NO. 10006900



Waeltz & Prette, Inc.
Civil Engineers
211 N. A.W. Grimes Blvd.
Round Rock, TX 78665
PH: 512-252-8855
FAX: 512-252-8855
FIRM TX REG. #F-10308

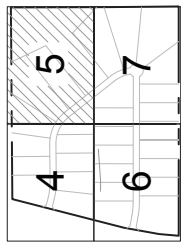
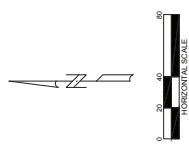
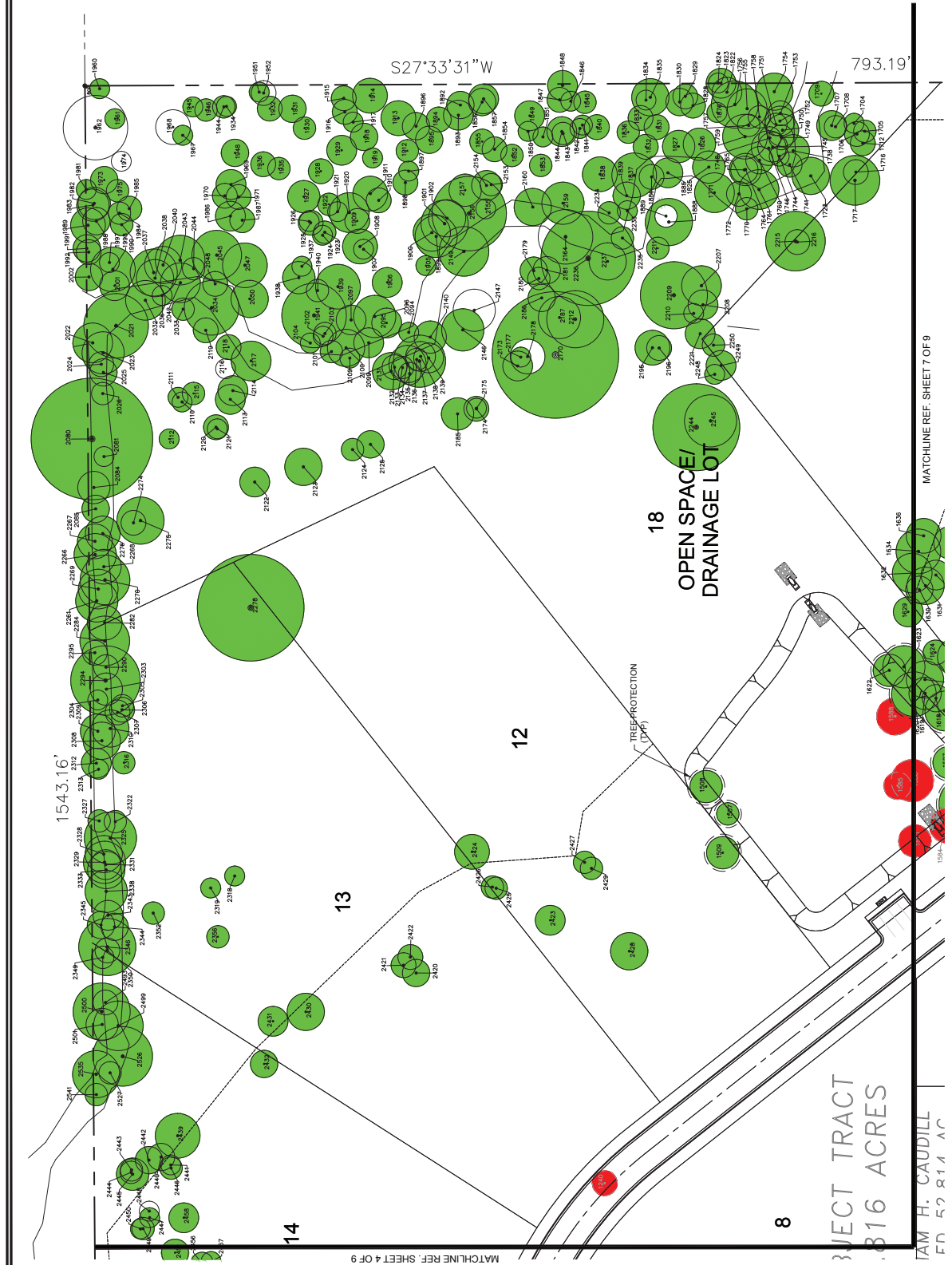
PRELIMINARY PLAT
BURLISON CREEK
ESTATES
SHEET 3 OF 9

PLAT NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY BASTROP COUNTY.
2. A 10' P.U.E. IS HEREBY DEDICATED ADJACENT AND PARALLEL WITH ALL THE STREETS IN THIS SUBDIVISION.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO WATER AND TO SEPTIC.
4. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE CITY OF ELGIN ORDINANCES.
5. NO FENCES, STRUCTURES, STORAGE OR FILL SHALL BE PLACED WITHIN THE LIMITS OF THE 1% ANNUAL CHANCE FLOODPLAIN UNLESS APPROVED BY THE COUNTY FLOODPLAIN ADMINISTRATOR. FILL MAY ONLY BE PERMITTED BY THE COUNTY AFTER APPROVAL OF THE PROPER ANALYSIS.
6. A PORTION OF THIS TRACT IS ENCLOSED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 480210100E, DATED JANUARY 19, 2006 FOR BASTROP COUNTY, TEXAS.
7. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
8. ALL SUBDIVISION CONSTRUCTION SHALL CONFORM TO THE CITY OF ELGIN CONSTRUCTION STANDARDS AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
9. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
10. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.

CURVE TABLE				CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH		
C1	475.00'	123.59'	14°54'26"	S55°22'16"E	123.24'		
C2	325.00'	296.55'	52°16'47"	S36°41'06"E	286.37'		
C3	325.00'	172.79'	30°27'40"	S04°41'08"W	170.76'		
C4	55.00'	210.66'	219°27'02"	S71°01'10"W	103.55'		
C5	525.00'	92.64'	10°06'35"	N5°70'59.53"W	92.52'		
C6	475.00'	83.81'	32°12'58"	N5°70'59.53"E	83.70'		
C7	55.00'	30.93'	29°41'14"	N04°17'55"E	30.52'		
C8	275.00'	142.49'	52°16'47"	N36°41'06"W	140.90'		
C9	275.00'	250.92'	14°54'26"	S55°22'16"W	242.31'		
C10	525.00'	136.60'	8°29'36"	N38°57'45"W	136.21'		
C11	325.00'	146.37'	21°07'25"	N20°03'55"W	145.30'		
C12	325.00'	108.07'	19°02'25"	S00°09'00"E	107.51'		
C13	325.00'	117.93'	20°47'25"	S00°09'00"E	117.28'		
C14	325.00'	54.86'	9°40'15"	S15°04'50"W	54.79'		
C15	275.00'	174.57'	36°22'19"	N28°43'52"W	171.66'		
C16	275.00'	76.35'	15°54'28"	N54°52'15"W	76.11'		
C17	275.00'	63.33'	6°54'40"	N59°22'09"W	63.29'		
C18	525.00'	73.27'	7°59'47"	N51°54'56"W	73.21'		
C19	525.00'	80.48'	8°35'50"	S41°10'34"E	73.49'		
C20	55.00'	68.27'	71°07'07"	N61°20'38"E	63.97'		
C21	55.00'	61.91'	64°29'25"	N06°27'38"W	58.69'		
C22	55.00'	61.91'	64°29'25"	N06°27'38"W	58.69'		

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S02°55'03"E	32.43'	L11	N42°04'57"E	95.86'
L2	S47°55'03"E	60.90'	L12	N37°53'25"E	20.88'
L3	N52°06'35"W	98.78'	L13	N47°16'22"W	58.69'
L4	S82°53'25"W	32.43'			
L5	S07°06'35"E	32.43'			
L6	N27°45'03"W	86.90'			
L7	N27°45'03"W	86.90'			
L8	S87°04'57"W	32.43'			
L9	N37°53'25"E	95.86'			
L10	N42°04'57"E	95.86'			
L11	N37°53'25"E	20.88'			
L12	N59°23'52"W	32.04'			
L13	N47°16'22"W	58.69'			



- SIGNIFICANT HERITAGE TREE TO REMAIN
- SIGNIFICANT HERITAGE TREE TO BE REMOVED
- UNPROTECTED TREE TO REMAIN
- UNPROTECTED TREE TO BE REMOVED

TREE SURVEY
BURLESON CREEK ESTATES
SUBDIVISION
SHEET 5 OF 9



WAELTZ & PRETE, INC.
CIVIL ENGINEERS
2111 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH 612.505.9953
FRM TX REG. #F1 0308

MATCHLINE REF. SHEET 7 OF 9

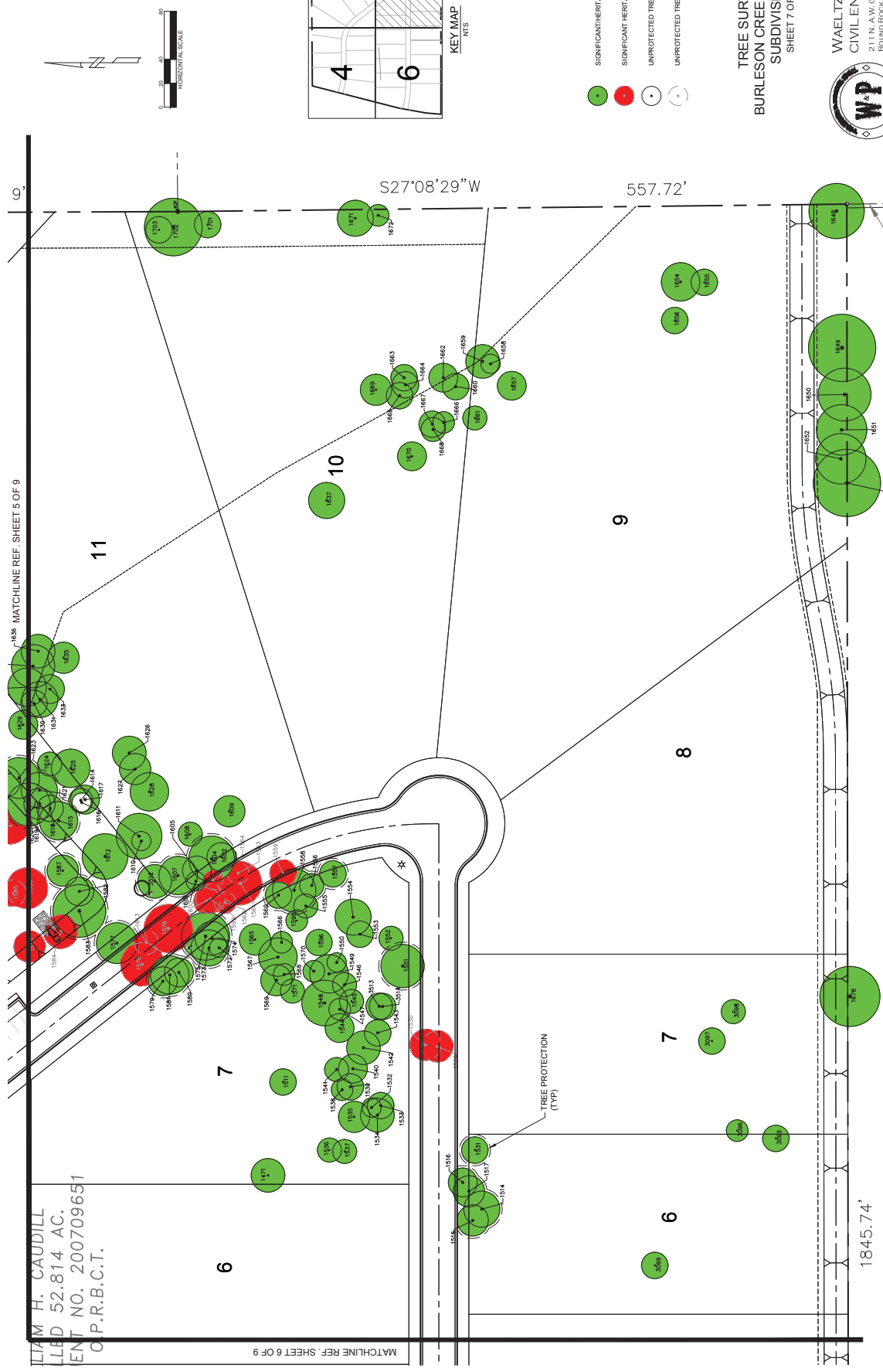
MATCHLINE REF. SHEET 4 OF 9

3.816 ACRES

1.816 ACRES

WELT & PRETTE, INC.
 CIVIL ENGINEERS
 2111 N. A.W. GRIMES BLVD.
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 PH 512.555.8953
 FRM TX REG. #F1 0308

WELT & PRETTE, INC.
 CIVIL ENGINEERS
 2111 N. A.W. GRIMES BLVD.
 ROUND ROCK, TX 78665
 PH 512.555.8953
 FRM TX REG. #F1 0308



- SIGNIFICANT HERITAGE TREE TO REMAIN
- SIGNIFICANT HERITAGE TREE TO BE REMOVED
- UNPROTECTED TREE TO REMAIN
- UNPROTECTED TREE TO BE REMOVED

TREE SURVEY
 BURLESON CREEK ESTATES
 SUBDIVISION
 SHEET 7 OF 9



WELT & PRETTE, INC.
 CIVIL ENGINEERS
 2111 N. A.W. GRIMES BLVD.
 ROUND ROCK, TX 78665
 PH 512.555.8953
 FRM TX REG. #F1 0308

1960	CEDAR ELM	8"							
1961	CEDAR ELM	8"							
1962	MESQUITE	26"	4 BOLES: 12", 12", 8", 8"						
1967	CEDAR ELM	8"							
1968	MESQUITE	14"							
1969	MESQUITE	10"							
1970	CEDAR ELM	10"							
1971	CEDAR ELM	10"	2 BOLES: 8", 4"						
1973	CEDAR ELM	11"	2 BOLES: 8", 4"						
1974	MESQUITE	8"							
1975	CEDAR ELM	8"							
1981	CEDAR ELM	8"	2 BOLES: 10", 5"						
1982	CEDAR ELM	8"	2 BOLES: 11", 4"						
1983	HACKBERRY	13"	2 BOLES: 11", 4"						
1984	CEDAR ELM	9"							
1985	CEDAR ELM	10"							
1986	HACKBERRY	10"							
1987	HACKBERRY	10"							
1988	CEDAR ELM	11"	2 BOLES: 8", 6"						
1989	HACKBERRY	14"							
1990	CEDAR ELM	9"							
1991	HACKBERRY	10"							
1992	HACKBERRY	10"							
1997	HACKBERRY	8"							
1998	ELM	18"							
2001	HACKBERRY	12"							
2002	HACKBERRY	12"							
2021	ELM	26"							
2022	CEDAR ELM	16"	2 BOLES: 12", 8"						
2023	CEDAR ELM	17"							
2024	CEDAR ELM	10"							
2025	CEDAR ELM	10"							
2026	CEDAR ELM	9"							
2032	CEDAR ELM	16"	2 BOLES: 13", 5"						
2033	HACKBERRY	9"							
2034	ELM	22"							
2039	CEDAR ELM	16"							
2039	CEDAR ELM	9"							
2039	CEDAR ELM	15"							
2038	CEDAR ELM	15"							
2040	CEDAR ELM	15"							
2042	CEDAR ELM	16"							
2043	CEDAR ELM	20"							
2044	HACKBERRY	8"							
2045	CEDAR ELM	20"							
2047	CEDAR ELM	18"							
2048	CEDAR ELM	10"							
2050	ELM	15"							
2051	ELM	15"							
2081	CEDAR ELM	8"							
2084	HACKBERRY	13"							
2085	HACKBERRY	11"							
2094	HACKBERRY	8"							
2095	CEDAR ELM	17"							
2096	CEDAR ELM	17"							
2097	ASH	12"							
2099	HACKBERRY	12"							
2100	ASH	15"							
2101	HACKBERRY	8"							
2102	HACKBERRY	8"							
2103	HACKBERRY	8"							
2104	HACKBERRY	8"							
2109	CEDAR ELM	8"							
2110	CEDAR ELM	8"							
2111	CEDAR ELM	8"							
2112	CEDAR ELM	8"							
2113	CEDAR ELM	12"							
2114	CEDAR ELM	12"							
2115	ELM	9"							
2116	CHINA BERRY	16"							
2117	ELM	16"							
2118	HACKBERRY	10"							
2119	HACKBERRY	10"							
2120	ELM	10"							
2121	ELM	10"							
2122	ELM	12"							
2123	ELM	15"							
2124	ELM	9"							
2125	ELM	11"							
2132	HACKBERRY	10"							
2133	HACKBERRY	9"							
2134	HACKBERRY	15"							
2135	HACKBERRY	9"							
2137	HACKBERRY	21"	2 BOLES: 17", 7"						
2138	HACKBERRY	12"							
2139	HACKBERRY	12"							
2140	HACKBERRY	13"							
2146	HACKBERRY	17"							
2149	CEDAR ELM	20"							

2153	HACKBERRY	8"							
2154	HACKBERRY	12"							
2155	HACKBERRY	30"	2 BOLES: 23", 14"						
2156	HACKBERRY	13"							
2157	HACKBERRY	15"							
2158	HACKBERRY	15"							
2160	CEDAR ELM	15"	4 BOLES: 14", 7", 5", 4"						
2164	BLACKBERRY	22"							
2170	ELM	51"							
2173	PECAN	12"							
2174	HACKBERRY	10"							
2175	CHINA BERRY	10"							
2177	HACKBERRY	8"							
2178	CHINA BERRY	14"							
2179	ASH	11"							
2180	ELM	9"							
2181	HACKBERRY	10"							
2182	ELM	13"							
2186	HACKBERRY	11"							
2187	CEDAR ELM	17"	LAYING DOWN						
2195	CEDAR ELM	14"							
2196	HACKBERRY	10"							
2197	HACKBERRY	16"							
2207	HACKBERRY	10"							
2208	HACKBERRY	12"							
2209	CEDAR ELM	27"							
2210	HACKBERRY	8"							
2211	HACKBERRY	10"							
2212	CEDAR ELM	23"	2 BOLES: 16", 14"						
2215	CEDAR ELM	24"							
2216	HACKBERRY	10"							
2221	ELM	12"							
2221	ELM	12"							
2231	HACKBERRY	8"							
2234	HACKBERRY	10"							
2235	HACKBERRY	9"							
2236	HACKBERRY	35"							
2237	HACKBERRY	15"							
2244	CEDAR ELM	35"							
2244	CEDAR ELM	35"							
2248	ELM	8"							
2249	ASH	12"							
2250	ELM	17"							
2251	CEDAR ELM	17"	2 BOLES: 12", 10"						
2251	CEDAR ELM	17"							
2252	CEDAR ELM	14"							
2257	CEDAR ELM	14"							
2258	CEDAR ELM	14"							
2269	CEDAR ELM	15"							
2270	CEDAR ELM	20"							
2271	ELM	17"							
2275	HACKBERRY	19"							
2276	CEDAR ELM	14"							
2278	PECAN	43"							
2282	CEDAR ELM	14"							
2282	CEDAR ELM	14"							
2284	CEDAR ELM	10"							
2284	CEDAR ELM	28"							
2295	CEDAR ELM	10"							
2303	CEDAR ELM	13"	2 BOLES: 9", 7"						
2304	HACKBERRY	10"							
2305	HACKBERRY	9"							
2306	HACKBERRY	10"							
2307	HACKBERRY	10"							
2308	CEDAR ELM	15"							
2309	CEDAR ELM	14"							
2309	CEDAR ELM	14"							
2310	CEDAR ELM	12"							
2312	HACKBERRY	8"							
2313	HACKBERRY	9"							
2316	HACKBERRY	8"							
2318	ELM	8"							
2319	CHINA BERRY	8"							
2322	HACKBERRY	9"							
2325	CEDAR ELM	21"							
2327	HACKBERRY	9"							
2328	CEDAR ELM	15"							
2328	CEDAR ELM	15"							
2331	HACKBERRY	12"							
2333	CEDAR ELM	15"							
2338	CEDAR ELM	17"							
2343	CEDAR ELM	12"							
2344	CEDAR ELM	11"							
2346	ELM	23"							
2349	HACKBERRY	9"							
2350	CEDAR ELM	10"							
2352	HACKBERRY	9"							
2353	HACKBERRY	9"							
2369	CEDAR ELM	22"	3 BOLES: 13", 11", 9"						
2372	POST OAK	44"	4 BOLES: 19", 17", 16", 16"						
2375	CEDAR ELM	8"							
2381	CEDAR ELM	8"							

2392	CEDAR ELM	17"	2 BOLES: 17", 16"	
2393	CEDAR ELM	20"		
2394	CEDAR ELM	17"		
2406	CEDAR ELM	15"		
2407	CEDAR ELM	15"		
2418	HACKBERRY	16"		
2420	CEDAR ELM	11"		
2421	CEDAR ELM	10"		
2422	CEDAR ELM	10"		
2423	CEDAR ELM	12"		
2424	CEDAR ELM	14"		
2425	CEDAR ELM	9"		
2426	CEDAR ELM	9"		
2427	CEDAR ELM	9"		
2428	CEDAR ELM	9"		
2430	CEDAR ELM	15"		
2431	CEDAR ELM	12"		
2432	CEDAR ELM	11"		
2439	CEDAR ELM	16"	2 BOLES: 12", 11"	
2440	CEDAR ELM	11"	2 BOLES: 8", 6"	
2441	CEDAR ELM	8"		
2442	CEDAR ELM	11"		
2443	CEDAR ELM	9"		
2444	CEDAR ELM	13"		
2445	CEDAR ELM	9"		
2446	CEDAR ELM	9"		
2447	CEDAR ELM	8"		
2448	MESQUITE	8"		
2449	CEDAR ELM	9"		
2450	CEDAR ELM	9"		
2451	CEDAR ELM	11"		
2452	CEDAR ELM	10"		
2453	CEDAR ELM	8"		
2454	CEDAR ELM	11"		
2455	CEDAR ELM	9"		
2456	CEDAR ELM	8"		
2457	CEDAR ELM	12"	2 BOLES: 9", 5"	
2458	CEDAR ELM	12"		
2462	CEDAR ELM	12"		
2463	CEDAR ELM	12"		
2464	CEDAR ELM	11"		
2465	MESQUITE	11"	3 BOLES: 10", 10", 6"	
2465	HACKBERRY	8"		
2467	CEDAR ELM	10"		
2468	CEDAR ELM	10"		
2469	CEDAR ELM	9"		
2470	CEDAR ELM	12"		
2471	CEDAR ELM	14"		
2483	HACKBERRY	10"		
2489	CEDAR ELM	20"	LAYING DOWN	
2490	CEDAR ELM	13"		
2501	CEDAR ELM	13"		
2526	ELM	9"	2 BOLES: 17", 14"	
2527	ELM	9"		
2535	ELM	19"		
2541	ELM	12"		
2545	CEDAR ELM	12"		
2546	CEDAR ELM	13"		
3095	CEDAR ELM	11"		
3096	CEDAR ELM	9"		
3097	CEDAR ELM	11"		
3098	CEDAR ELM	11"		
3099	CEDAR ELM	11"		
3207	CEDAR ELM	11"		
3208	CEDAR ELM	9"		
3214	CEDAR ELM	13"		
3217	CEDAR ELM	13"	2 BOLES: 10", 6"	
3218	CEDAR ELM	10"		
3219	CEDAR ELM	11"	2 BOLES: 7", 7"	
3220	CEDAR ELM	17"	3 BOLES: 5", 7", 7"	
3221	CEDAR ELM	10"	2 BOLES: 7", 5"	
3223	CEDAR ELM	16"		
3225	CEDAR ELM	15"		
3226	CEDAR ELM	15"	3 BOLES: 11", 9", 7"	
3238	CEDAR ELM	11"		
3240	CEDAR ELM	10"		
3240	CEDAR ELM	17"	2 BOLES: 11", 11"	
3245	CEDAR ELM	11"		
3248	CEDAR ELM	9"	2 BOLES: 7", 5"	
3251	CEDAR ELM	13"		
R 3311	CEDAR ELM	10"		Proposed Pavement
R 3312	CEDAR ELM	14"		Proposed Pavement
R 3313	CEDAR ELM	13"		Proposed Pavement
R 3314	CEDAR ELM	15"	2 BOLES: 11", 9"	Proposed Pavement



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

March 2, 2023

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

RE: Burleson Creek Estates – Preliminary Plat Review

Dear Mr. Harrell:

TRC has reviewed the following documents listed below submitted on February 15, 2023, by Waeltz & Prete, Inc. Civil Engineers (W&P).:

1. Preliminary Plat, dated January 23, 2023
2. Other supporting documents submitted with the preliminary plat: Comment response letter and tree survey.

Our review finds that this document has been prepared in general conformance with the City of Elgin's Code of Ordinances.

As TRC did not provide the detailed design of the submitted document, TRC and the City of Elgin must rely on the adequacy of the Registered Professional Land Surveyor and Registered Professional Engineer that prepared the documents and all responsibility for the engineering design, survey, and submitted document shall remain with the Registered Professional Land Surveyor and Registered Professional Engineer.

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

Sincerely,

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

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

cc: Mr. Shane Cannon, P.E., Waltz & Prete, Inc.



Development Services Department

STAFF REPORT

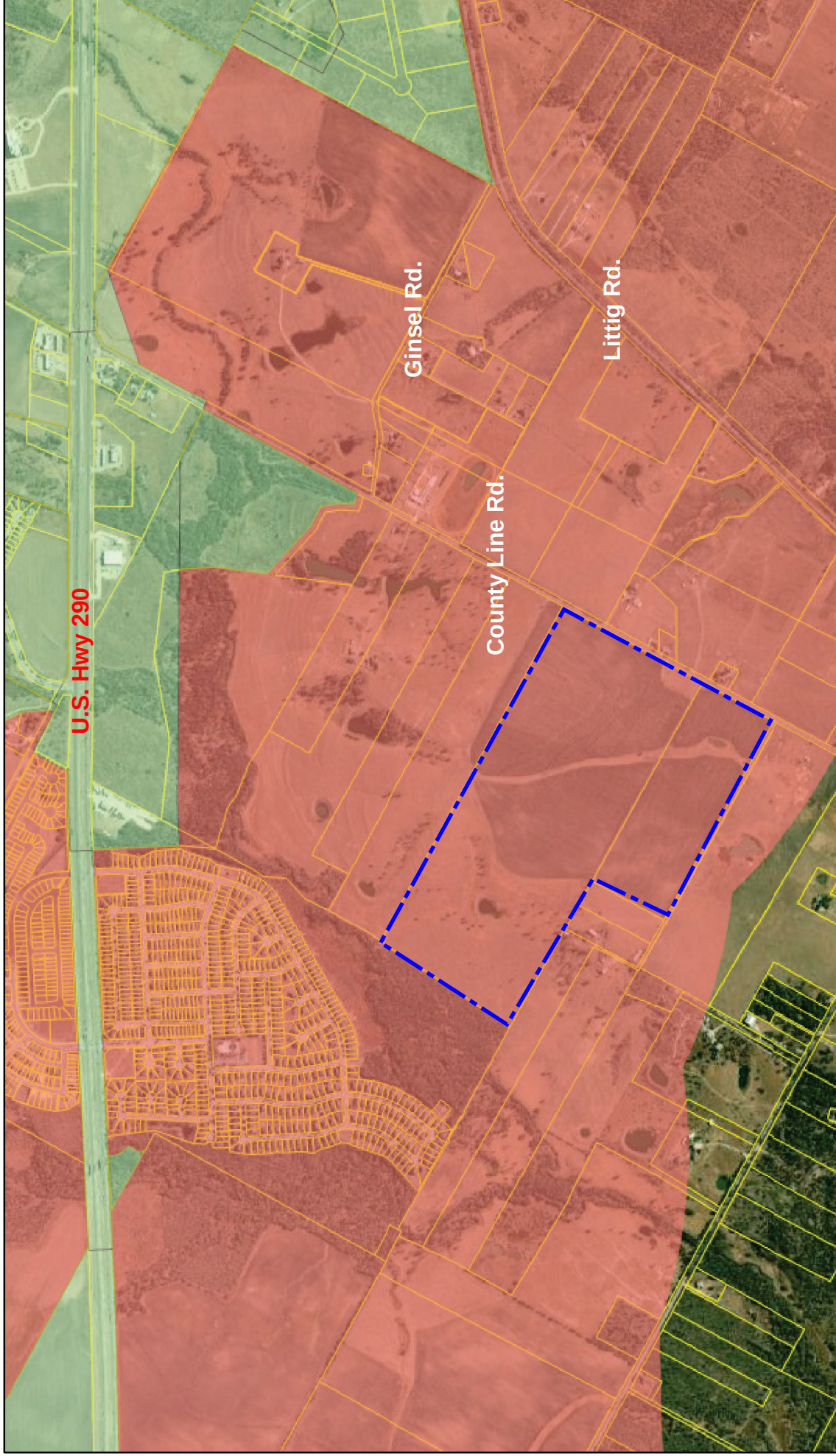
Review, Discuss, and provide Input regarding Graham Tract Development Agreement

Date: March 13, 2023

WORKSHOP SUMMARY

The purpose of this meeting is to allow the Commission to review what has been submitted so far, discuss, and offer input on this proposed item. Please be aware City Staff has removed some of the PDD pages that were not related to the development plan or development maps to shorten the packet size. Staff has also provided a City Limits Map to assist with the overall development pattern of the area and its location. The lot in dotted lines is making the request.

City Limits-ETJ Map



3/13/2023, 8:27:27 PM

Elgin City Limits



Bastrop Parcels February 2023

FULL PURPOSE



Travis Parcels March 2022

Elgin ETJ

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Development Agreement (“Agreement”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas (the “City”) and **Primavesta Land Company, LLC** (the “Developer”).

INTRODUCTION

The Developer currently owns 174.1 acres of land labeled as Tract 1 in **Exhibit A**, attached hereto and made a part hereof.

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

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

ARTICLE I DEFINITIONS

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

Agreement: This Development Agreement between the City and Developer.

City: The City of Elgin, Texas, a home-rule city located in Bastrop County, Texas, with extraterritorial jurisdiction extending into Travis County, Texas.

City Manager: The City Manager of the City.

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

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

County: Travis County, Texas.

Developer: Primavesta Land Company, LLC, or its successors and assigns under this Agreement.

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

Interceptor Lines: That portion of the wastewater system contemplated herein that connects the edge of the Property to the City existing wastewater system, but which does not include any portion of the mains proposed within the Property.

Property or Project: Approximately 174.1 acres of undeveloped land described in **Exhibit A**, being wholly located in the City's extraterritorial jurisdiction, as well as any Additional Property that may be purchased by the Developer.

ARTICLE II

PROJECT DESCRIPTION AND JURISDICTION; DEVELOPER COMMITMENTS

Section 2.01 Project Description. The Developer proposes to construct a multi-phase, residential project (the "Development" or "Project") over the Property that is projected to include approximately 526 single family residential units and public parkland and/or open space, as depicted on the Concept Plan as **Exhibit B** for a total of 530 living unit equivalents ("LUEs").

Section 2.02 Additional Property. To the extent the Developer, its successor or assign, or an affiliated entity of the Developer, acquires the Additional Property or any portion thereof, Developer shall provide notice to the City of such acquisition, accompanied by a legal description, and such Additional Property shall (i) be considered a part of the Property and subject to this Agreement, without the necessity of amending this Agreement, and (ii) be subject to and developed in accordance with the specifications of this Agreement. Upon such acquisition, Developer may cause to be recorded in Travis County records a memorandum of this Agreement, incorporating the description of the Additional Property affected.

Section 2.03 Wastewater Service.

(a) **City to Provide Wastewater Service.** The Parties agree that the City will provide retail wastewater service to the Project and agrees to accept, treat and dispose of effluent from the Project's approximate 530 LUEs. In providing this service, the City specifically agrees to allow the Property to utilize the City's existing wastewater collection system and nearest wastewater lift station for wastewater service for the Project. The Parties agree that the Developer is responsible for the cost of improvements necessary to connect to the City's existing wastewater system at the location shown on **Exhibit C**. The Developer shall be responsible for required existing infrastructure improvements to convey flows from the Project, if any. The City, if requested by the Developer, shall use its powers of eminent domain to assist the Developer in acquiring easement rights necessary to connect to the existing wastewater system.

(b) **Ownership of Facilities.** Upon completion, the Interceptor Lines shall be owned by the City. However, 530 LUEs of capacity in the Interceptor Lines will be owned by Developer, and capacity sufficient to serve the Development shall be irrevocably and permanently reserved

by the City for and committed to the Developer. The Developer may, at any time, transfer such capacity to any subsidiary, parent company, or other affiliate of the Developer upon written notice to the City. The Developer may transfer such capacity to an unaffiliated third party transferee with the consent of the City, which consent may not be unreasonably withheld, conditioned, or delayed.

(c) City Pass Through Use of Wastewater Mains. The wastewater mains within the Project will be designed for the maximum capacity needs of only the Property. The City shall have the right to request that the Interceptor lines, connecting the Project to the City's existing wastewater system, be oversized to allow the City to serve its customers outside of the Project, so long as such oversizing does not negatively impact the Developer's construction schedule or interfere with the capacity guaranteed to the Project. In such case, the City shall be solely responsible for the costs of all oversizing, including any soft costs, such as engineering or surveying, directly related to the oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the Project's needs, so as to not interfere with any reimbursements which may be due to the Developer for the construction of wastewater improvements.

ARTICLE III CONCEPT PLAN

Section 3.01 Phased Development. Developer intends to develop the Property in phases. Portions of the Land not under active development may remain in use as income-producing agricultural lands or as open space land.

Section 3.02 Concept Plan; Exceptions. The City hereby confirms (i) that it approves the Concept Plan and (ii) that the Concept Plan complies with the City's General Plan, as amended. The City approves the land uses, densities, exceptions, roadway alignments and widths and other matters shown on the Concept Plan and confirms that the Concept Plan has been approved by all required City departments, boards and commissions. The City acknowledges that the Development is a large project that will be developed over a number of years. As such, the City agrees that the Developer may implement the Development with minor changes to the Concept Plan without returning to the City for additional approval. The Developer shall provide to the City a copy of the engineering study that determines the location of the 100-year floodplain for the Property as of the date of the study.

Section 3.03 Development Review and Approval; Moratorium.

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

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

Section 3.04 Term of Approvals. Except as provided below, the approval of the Concept Plan set forth in Section 4.02 above will be effective for the term of this Agreement. Such

Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

Section 3.05 Amendments. Due to the fact that the Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Concept Plan that do not increase the overall density of development of the Land will not require an amendment to the Concept Plan. Minor changes to the Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Land (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Concept Plan or City approval. Major changes to the Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Concept Plan or additional City approval, regardless of the resulting increase in density of development.

ARTICLE IV DEVELOPMENT MATTERS

Section 4.01 Generally. Developer will have the right to select the providers of 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 Land.

Section 4.02 Fire Protection Services. The City and the Developer understand and acknowledge that an emergency services district (“ESD”) exists which includes all of the Land. The Developer agrees to cooperate with the ESD to provide fire protection services to the Land.

Section 4.03 Permitted Variances to City Development Standards. In order to facilitate the development of the Property, the City agrees to provide variances to certain development standards set forth by City ordinance. No other action will be required on the part of the Developer to obtain such variances or initiate subdivision plat approvals that vary from the City’s development requirements, to the extent any variance is in conformity with this Agreement or **Exhibit D**, attached hereto and made a part hereof.

Section 4.04 Streets, Drainage and Rights-of-Way. The Parties agree that streets will be required for the Project. The Developer will design, permit and construct the streets, sidewalks and drainage facilities located within the Project that are necessary to serve the Project. The City will accept the dedication of public rights-of-way and the street and drainage improvements located therein for operation and maintenance, after construction and acceptance of same.

Section 4.05 Underground Utility Service. The Parties agree that all utility lines must be underground to connection points provided by the utility service provider. All transformers must be visually screened.

Section 4.06 Water Utility Provider. The Property is located within the water certificate of convenience and necessity (“CCN”) held by Aqua Water Supply Corporation (“Aqua”). Retail water service to the Property shall be provided by Aqua. Notwithstanding the above, retail water service may be provided by the City if the portion of the Aqua CCN covering the Property is transferred to the City or state law permits the City the right to assume such jurisdiction.

Section 4.07 Wastewater Service. The City shall be the retail wastewater service provider to the Development. As retail service provider, the City shall own, operate, maintain, and repair all components of the Project’s wastewater collection lines, Interceptor lines and its existing wastewater system. The rates charged by the City within the Project shall be the same as the rates charged by the City to its in-city customers.

Section 4.08 Water Quality. The Parties agree that Project will not be required to provide stormwater quality facilities.

Section 4.09 Buffer Zones. The Parties agree that City of Elgin required buffer zones per Sec. 36-3 12(b)(2) are hereby removed where Single Family Lots are located per the concept plan and preliminary plat.

Section 4.10 Sidewalk In-Lieu Fees. The Parties agree that Project shall not be required to construct sidewalks along frontage County Line Road. The sidewalk requirements along County Line Road shall be met in full by Developer, at the Developer’s expense, by providing and constructing sidewalks along both sides of the 4-lane major arterial within the interior of the Project.

Section 4.11 Neighborhood Postal Delivery and Collection Box. The Parties agree that Postal delivery standards are required in accordance with Section 36-60 of the City Subdivision Ordinance.

Section 4.12 Perimeter Improvements. The Parties agree that Developer will dedicate to the City of Elgin a ten-foot wide strip of land along the Project’s frontage of County Line Road.

Section 4.13 Major Arterial. Parties agree that Developer will fully fund and construct 4-lane major arterial through the Project, as shown on the Concept Plan. As consideration for the constructing the 4-lane major arterial through the Project, Developer shall not be required to participate in any improvements to County Line Road or required to pay any impact fees for any County Line improvements or other offsite roadway projects by the City or County.

Section 4.14 Traffic Impact Analysis. The Parties agree that as consideration for the constructing the 4-lane major arterial through the Project, the Developer shall not be required to perform a Traffic Impact Analysis for the Project.

ARTICLE V PARK AND RECREATIONAL AMENITIES

Section 5.01 Parkland. The Developer agrees that the public park and public open space land shown on the Concept Plan will be dedicated to the City or another governmental agency. The City agrees that Developer will receive a 100% credit for such dedication against the City's parkland dedication requirements, to the extent such requirements apply to the Property now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required.

ARTICLE VI AUTHORITY AND VESTING OF RIGHTS

Section 6.01 Authority. This Agreement is entered into, in part, under the statutory authority of Section 402.104, Texas Local Government Code and Section 212.172 of the *Texas Local Government Code*, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Agreement to guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning after annexation of the Land. A memorandum of this Agreement may be filed by the Developer in the real property records of Travis County covering (i) Tract 1, on the signing of this Agreement, and (ii) Tract 2, upon the acquisition of such tract by the Developer.

Section 6.02 Vesting of Rights. The Concept Plan submitted by Developer as an exhibit to this Agreement constitutes an application by Developer for the subdivision and development of the Property, and initiates the subdivision and development permit process for the Property. The City acknowledges that Developer has vested authority to develop the Property in accordance with this Agreement subject to any limitations contained in Chapter 245, Texas Local Government Code.

ARTICLE VII TERM, ASSIGNMENT AND REMEDIES

Section 7.01 Term. The term of this Agreement will commence on the Effective Date and continue for twenty (20) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and Developer. Upon the expiration of twenty (20) years, this Agreement shall automatically renew for a term of fifteen (15) additional years, then again for a term of ten (10) additional years, so long as neither party to this Agreement is in material default under this Agreement and unless, prior to the expiration of the then-current term, Developer gives City written notice of its intent not to extend this Agreement.

Section 7.02 Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Developer and may be terminated or amended only as to a portion of the Land by the mutual

written consent of the City and the owners of the portion of the Land affected by the amendment or termination.

Section 7.03 Assignment.

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

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

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

Section 7.04 Remedies.

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

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

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

Section 7.05 Cooperation.

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

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

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

ARTICLE VIII LIMITED PURPOSE ANNEXATION

Section 8.01. Developer agrees to enter into a Strategic Partnership Agreement with the City pursuant to Section 43.0751 of the Texas Local Government Code, which will allow the City to annex for limited purposes any property within the Project.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 9.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by confirmed facsimile with a confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the parties will, until changed as provided below, be as follows:

CITY:	City of Elgin PO Box 591 Elgin, Texas 78621 Attn: City Manager
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With Required Copy to:	Charlie Crossfield Sheets & Crossfield 309 E. Main Street Elgin, Texas 78664-5264
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DEVELOPER: Primavesta Land Company, LLC
Garrett Rajkovich
6475 Camden Ave #202
San Jose, California 95120

With Required Copy to: Sprouse Shrader Smith PLLC
Attn: Courtney McWhorter
805 Las Cimas Pkwy, Ste. 350 Austin, Texas 78746

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

Section 9.02 Severability; Waiver. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

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

Section 9.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Bastrop County, Texas.

Section 9.04 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 9.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, the terms of this Agreement will control. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same

instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

Section 9.06 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 9.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

Section 9.08 Force Majeure. If, by reason of force majeure, either party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch.

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

Section 9.09 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

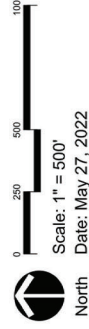
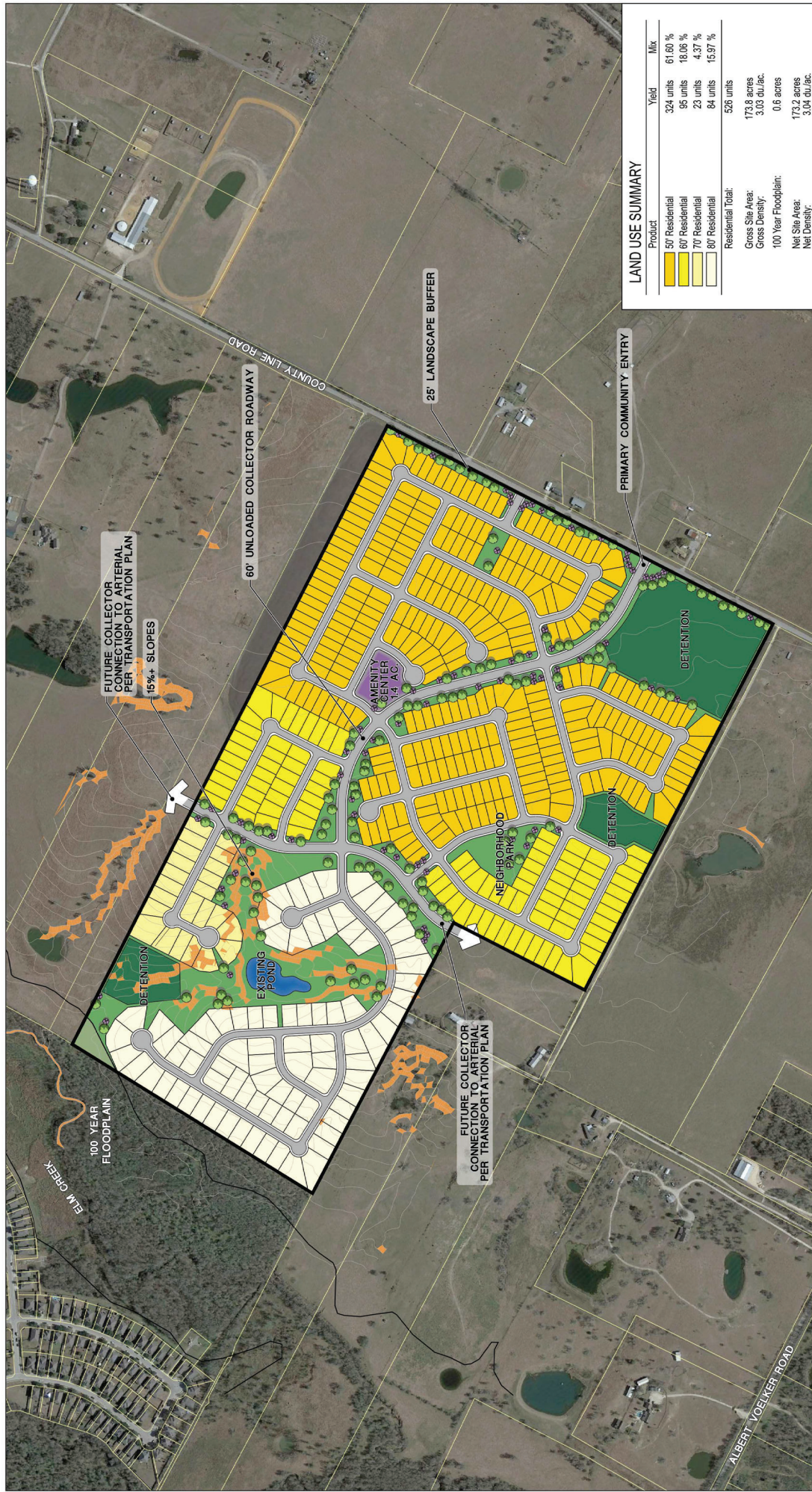
Exhibit A - Depiction of the Property

Exhibit B - Concept Plan including Boundary Roads and Arterials

Exhibit C - Location of Project Wastewater Connection

Exhibit D - Permitted Variances to City Development Requirements

EXHIBIT “B”
CONCEPT PLAN



SHEET FILE: C:\2020\18-PRIMA VESTA\PLANNING\Lotting B.dwg
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

LOTTING PLAN B
GRAHAM TRACT
PRIMA VESTA LAND AND COMPANY LLC
ELGIN, TEXAS

EXHIBIT “C”

LOCATION OF PROJECT WASTEWATER CONNECTION

Graham Project

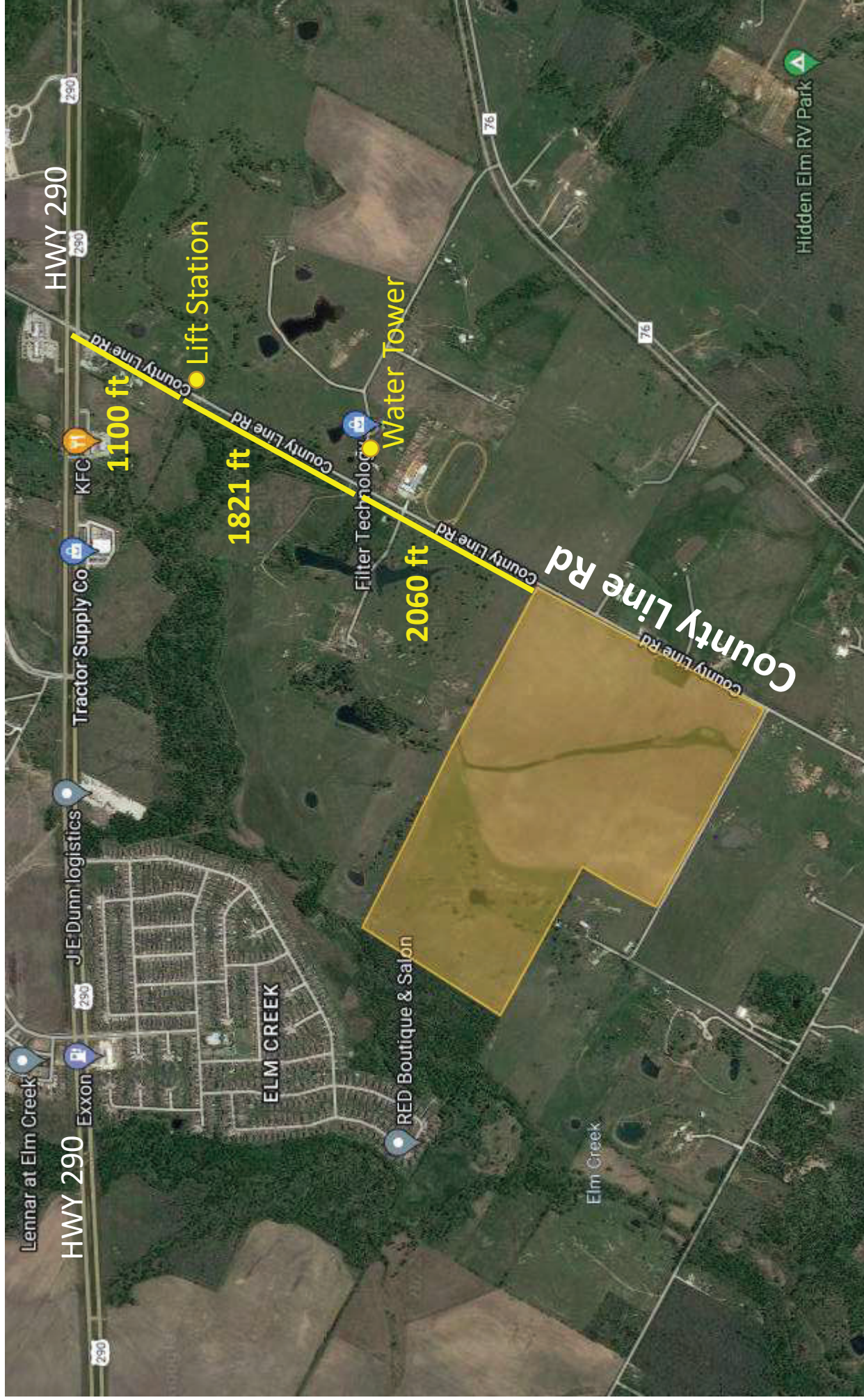


EXHIBIT "D"

PERMITTED DEVELOPMENT STANDARDS

- A. **Applicability.** All aspects regarding the development of this Property shall comply with applicable City of Elgin Code of Ordinances in effect on the effective date of this Agreement, except as established in this exhibit, titled **Exhibit "D"**. All development within the Property will comply with the modified development standards of this **Exhibit "D"**. In the case that this exhibit does not address a specific City requirement, the applicable Elgin Code of Ordinances shall apply. In the event of a conflict between this exhibit and the applicable Elgin Code of Ordinances, this exhibit shall control.

B. **Single Family Residential Lot Design Standards**

The potential product shall be developed in compliance with Table B.1

Table B.1 Residential Development Standards				
	FRONT LOAD A	FRONT LOAD B	FRONT LOAD C	FRONT LOAD D
Lot Width Minimum	50 ft.	60 ft.	70 ft.	80 ft.
Setbacks				
Front (min.)	25 ft.	25 ft.	25 ft.	25 ft.
Rear (min.)	10 ft.	10 ft.	10 ft.	10 ft.
Garage Setback (min.)	25 ft.	25 ft.	25 ft.	25 ft.
Side (min.)	5 ft.	5 ft.	5 ft.	5 ft.
Corner (min.)	15 ft.	15 ft.	15 ft.	15 ft.
Minimum Lot Area	6,000 sq. ft.	7,500 sq. ft.	8,200 sq. ft.	9,000 sq. ft.

In addition to the design standards outlined in Table B.1, the following standards shall also apply:

1. Residential lot widths shall be measured from the front setback building line as established above.

C. **Roadway Standards**

1. Sidewalks in front of residential lots will be installed during the installation of the residential landscape on said residential lot.
2. Sidewalks and landscaping along roadways in which there is not residential lot access shall be installed during construction of associated roadway.



Development Services Department

STAFF REPORT

Workshop of Ch. 46 Zoning Code Changes for Accessory Dwelling Units (ADU's)

Date: March 13, 2023

Hearing Dates: Commission Workshop - March 27, 2023
Commission Recommendation – April 24, 2023
Council Consideration – May 16, 2023

REQUEST SUMMARY

These zoning code changes are being heard in a workshop format and will be before the Commission for a recommendation and Council for consideration per the above dates. These Code changes are being completed at the request of City Council in order to allow for accessory dwelling units (ADU's) on specific property. Since the changes are only to change codes for this one reason, Staff has only included a spreadsheet indicating the changes, reasons for the changes, and the proposed Ordinance detailing only the specific changes.

Regulations such as minimum setbacks, maximum building height, maximum number of building stories, and maximum impervious coverage are reflective in the applicable residential zoning districts and are not changing with these proposed changes.

ORDINANCE NO. 2023-05-16-??

AN ORDINANCE AMENDING CHAPTER 46 ZONING, ARTICLE I IN GENERAL, ARTICLE IV ZONING DISTRICT REGULATIONS, & ARTICLE V SUPPLEMENTAL DISTRICT REGULATIONS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City Council of Elgin, Texas (“City Council”) desires to update certain regulations by adding accessory dwelling unit regulations to the zoning code; and

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

WHEREAS, the Planning & Zoning Commission at their April 24, 2022, meeting recommended approval of the proposed changes; 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 CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:

I.

That Chapter 46 Zoning, Article I In General, Code of Ordinances, City of Elgin, Texas, is hereby amended by adding, amending, and deleting definitions to Section 46-1 - Definitions et. seq., which shall read as follows:

Accessory dwelling unit (ADU) means a detached dwelling unit built on a lot in addition to the main building. Accessory dwelling units are subordinate in size, location, and use to the main building.

Dwelling means any building or portion thereof, which is designed or used as living quarters for one or more families, but not including trailer homes. ~~All dwellings shall comply with the requirements in masonry construction.~~ See *Trailer home*.

Dwelling, accessory See *Accessory dwelling unit*.

Dwelling, two-family, means a ~~detached dwelling~~ building designed to be occupied by two independent dwellings whereby families live~~ing~~-independently of each other.

~~*Garage apartment* means a dwelling unit for one family erected above a private garage or a multifamily dwelling unit, with not more than three stories. The building has private outdoor space, either on grade, or a private balcony.~~

Gross floor area means the total area in square feet of all floors of a building, measured from the exterior face of exterior walls or from the centerline of dividing walls separating two buildings.

Main building See *Building, main*

II.

That Chapter 46 Zoning, Article I In General, Code of Ordinances, City of Elgin, Texas, is hereby amended by adding a permitted use to Section 46-231 – Uses Permitted et. seq., which shall read as follows:

(15) Accessory dwelling unit.

III.

That Chapter 46 Zoning, Article IV Zoning District Regulations, Code of Ordinances, City of Elgin, Texas, is hereby amended by amending side and rear yard setbacks, lot area, and impervious coverage to Section 46-233 – Area regulations et. seq., which shall read as follows:

(2) *Side yard.*

- a. For all dwellings located on interior lots there shall be a side yard on each side of the main building of not less than seven and one-half feet for dwellings of one story, and of not less than ten feet for dwellings or more than one story except as hereinafter provided in this subsection.
 - b. For unattached buildings of accessory use, not including accessory dwelling units, there shall be a side yard of not less than five feet; provided, however, that unattached one story buildings of accessory use shall not be required to set back more than three feet from an interior side line when all parts of the accessory building are located more than 90 feet behind the front lot lines. In cases where the accessory building is 100 square feet or less in size there is no side setback.
 - c. For dwellings and accessory buildings located on corner lots there shall be a side yard from the intersecting street of not less than 15 feet in case such lot is back to back with another corner lot, and 25 feet in every other case. The interior side yard of a corner lot shall be the same as for dwellings and accessory buildings on an interior lot.
 - d. Churches and main accessory buildings, other than dwellings, and buildings accessory to dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 25 feet.
- (3) *Rear yard.* There shall be a rear yard for a main building and accessory dwelling units of not less than ten feet. Unattached buildings of accessory use are located in the rear yard of a main building.

(5) *Lot area.*

- a. For each main dwelling, and building accessory thereto, there shall be lot area of not less than 9,000 square feet.
 - b. For churches and main and accessory buildings, other than dwellings and accessory to buildings, the lot area shall be adequate to provide the yard areas required by this subsection and the off-street parking areas required; provided, however, that the lot area for a church shall not be less than 21,000 square feet
 - c. For each accessory dwelling unit there shall be a lot area of not less than 10,000 square feet.
- (6) *Impervious coverage.* Main buildings, accessory dwelling units, and accessory buildings and other impervious cover shall not cover more than 45 percent of lot area on interior lots, and 50 percent of the lot area on corner lots. Accessory buildings shall not cover more than ten percent of the impervious cover requirements, this 10% is not applicable to accessory dwelling units.

IV.

That Chapter 46 Zoning, Article IV Zoning district regulations, Code of Ordinances, City of Elgin, Texas, is hereby amended by deleting a permitted use to Section 46-263 – Uses Permitted et. seq., which shall read as follows:

- ~~(2) Garage apartments.~~
(~~3~~) Duplex.

V.

That Chapter 46 Zoning, Article IV Zoning district regulations, Code of Ordinances, City of Elgin, Texas, is hereby amended by amending side and rear yard setbacks, lot area, and impervious coverage to Section 46-265 – Area Regulations et. seq., which shall read as follows:

(2) *Side yard.*

- a. For all dwellings located on interior lots there shall be a side yard on each side of the main building of not less than seven and one-half feet for dwellings of one story, and of not less than ten feet for dwellings or more than one story except as hereinafter provided in this subsection.
 - b. For unattached buildings of accessory use, not including accessory dwelling units, there shall be a side yard of not less than five feet; provided, however, that unattached one story buildings of accessory use shall not be required to set back more than three feet from an interior side line when all parts of the accessory building are located more than 90 feet behind the front lot lines. In cases where the accessory building is 100 square feet or less in size there is no side setback.
 - c. For dwellings and accessory buildings located on corner lots there shall be a side yard from the intersecting street of not less than 15 feet in case such lot is back to back with another corner lot, and 25 feet in every other case. The interior side yard of a corner lot shall be the same as for dwellings and accessory buildings on an interior lot.
 - d. Churches and main accessory buildings, other than dwellings, and buildings accessory to dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 25 feet.
- (3) *Rear yard.* There shall be a rear yard for a main building and accessory dwelling units of not less than ten feet. Unattached buildings of accessory use are located in the rear yard of a main building.

(5) *Lot area.*

- a. For each main dwelling, and building accessory thereto, there shall be lot area of not less than 7,500 square feet.
 - b. For each accessory dwelling unit there shall be a lot area of not less than 10,000 square feet.
 - c. For churches and main and accessory buildings, other than dwellings and accessory to buildings, the lot area shall be adequate to provide the yard areas required by this subsection and the off-street parking areas required; provided, however, that the lot area for a church shall not be less than 21,000 square feet
- (6) *Impervious coverage.* Main buildings, accessory dwelling units, and accessory buildings and other impervious cover shall not cover more than 45 percent of lot area on interior lots, and 50 percent of the lot area on corner lots. Accessory buildings shall not cover more than ten percent of the impervious cover requirements, this 10% is not applicable to accessory dwelling units.

VI.

That Chapter 46 Zoning, Article IV Zoning district regulations, Code of Ordinances, City of Elgin, Texas, is hereby amended by amending side and rear yard setbacks, lot area, and impervious coverage to Section 46-303 – Area Regulations et. seq., which shall read as follows:

(2) *Side yard.*

- a. For all dwellings located on interior lots there shall be a side yard on each side of the main building of not less than seven and one-half feet for dwellings of one story, and of not less than ten feet for dwellings or more than one story except as hereinafter provided in this subsection.
 - b. For unattached buildings of accessory use, not including accessory dwelling units, there shall be a side yard of not less than five feet; provided, however, that unattached one story buildings of accessory use shall not be required to set back more than three feet from an interior side line when all parts of the accessory building are located more than 90 feet behind the front lot lines. In cases where the accessory building is 100 square feet or less in size there is no side setback.
 - c. For dwellings and accessory buildings located on corner lots there shall be a side yard from the intersecting street of not less than 15 feet in case such lot is back to back with another corner lot, and 25 feet in every other case. The interior side yard of a corner lot shall be the same as for dwellings and accessory buildings on an interior lot.
 - d. Churches and main accessory buildings, other than dwellings, and buildings accessory to dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 25 feet.
- (3) *Rear yard.* There shall be a rear yard for a main building and accessory dwelling units of not less than ten feet. Unattached buildings of accessory use are located in the rear yard of a main building.
- (5) *Lot area.*
- a. For each main dwelling, and building accessory thereto, there shall be lot area of not less than 6,000 square feet.
 - b. For each accessory dwelling unit there shall be a lot area of not less than 10,000 square feet.
 - c. For churches and main and accessory buildings, other than dwellings and accessory to buildings, the lot area shall be adequate to provide the yard areas required by this subsection and the off-street parking areas required; provided, however, that the lot area for a church shall not be less than 10,000 square feet
- (6) *Impervious coverage.* Main buildings, accessory dwelling units, and accessory buildings and other impervious cover shall not cover more than 45 percent of lot area on interior lots, and 50 percent of the lot area on corner lots. Accessory buildings shall not cover more than ten percent of the impervious cover requirements, this 10% is not applicable to accessory dwelling units.

VII.

That Chapter 46 Zoning, Article V Supplemental District Regulations, Code of Ordinances, City of Elgin, Texas, is hereby amended by amending side and rear yard setbacks, lot area, and impervious coverage to Section 46-510 – Impervious Driveway Required; Minimum Square Footage of Dwellings et. seq., which shall read as follows:

- (d) Accessory dwelling units shall not exceed one half (1/2) of the gross floor area of the main building; minimum 600 sq. ft.; maximum 900 sq. ft.

VIII.

That Chapter 46 Zoning, Article V Supplemental district regulations, Code of Ordinances, City of Elgin, Texas, is hereby amended by adding accessory building regulations to Section 46-540 – Accessory Building Restrictions et. seq., which shall read as follows:

Sec. 46-540. Accessory building restrictions & accessory dwelling unit restrictions.

- (a) No accessory building and/or accessory dwelling unit shall be constructed upon a lot until the construction of the main building has been actually commenced, ~~and~~
- (b) An accessory dwelling unit shall not be rented out for a period of less than thirty (30) consecutive calendar days in a year.
- (c) An accessory dwelling unit shall not be sold separately from the property.
- (d) An accessory dwelling unit is subject to the applicable density standards in its applicable zoning category.
- (e) An accessory dwelling unit cannot be located past the front elevation of the main building.
- (f) ~~n~~No accessory building shall be used unless the main building on the lot is also being used.

IX.

That Chapter 46 Zoning, Article V Supplemental district regulations, Code of Ordinances, City of Elgin, Texas, is hereby amended by adding clarification to Dwelling, single family or two-family & adding standards for accessory dwelling unit to Section 46-635 – Amount of Off-Street Parking and Loading Requirements et. seq., which shall read as follows:

- (a) Off-street parking and loading facilities shall be provided in all zoning districts, except within the Downtown Historic District, in accordance with the following schedule:
 - (1) Dwelling, single-family or two-family: Two parking spaces for each separate dwelling unit within a garage and two separate parking spaces within a driveway for each dwelling unit; parking may only be in tandem for a single-family dwelling unit. This does not include an accessory dwelling unit.
 - (2) Accessory dwelling unit: Two parking spaces for each dwelling unit; parking may be in tandem.
 - (3) Dwelling, multiple family: 1.5 spaces per one bedroom unit; 2 spaces per two bedroom unit; 2.5 spaces per 3+ bedroom unit; guest parking at a ratio of 5% of the required spaces. At least 25% of all overall parking spaces shall be covered parking. All parking spaces shall be so arranged as to permit vehicles to be parked and removed without moving one car to facilitate the movement of the other. All parking areas shall be paved according to the city's standard specifications.
 - (34) Boardinghouse, rooming house, tourist home, bed and breakfast or hotel: 1 parking space per room + 1 parking space per 200 sq. ft. of commercial gross floor area or + 4 parking spaces for a use that doesn't have a commercial gross floor area.
 - (45) Hospitals: One space for each four patient beds, exclusive of bassinets, plus adequate area for the parking of emergency vehicles.
 - (56) Medical or dental clinics or offices: 1 parking space per 200 sq. ft. of gross floor area.
 - (67) Sanatoriums, convalescent or nursing homes: 1 parking space per one bedroom unit + 4 additional parking spaces.
 - (78) Community center, theater, auditorium, church sanctuary: One parking space for each four seats, based on maximum seating capacity.
 - (89) Convention hall, lodge, club, library, museum, place of amusement or recreations: One parking space for each 50 square feet of floor area used for assembly or recreation in the building.
 - (910) Office building: One parking space for each 300 square feet of gross floor area in the building, exclusive of the area used for storage, utilities and building service.

- (1~~01~~) Restaurants, cafes, dinners, clubs, bars and other establishments which provide tables and/or bar seating: 1 parking space per 100 sq.ft. of gross floor area (includes outdoor seating, outdoor smoking areas, and waiting areas).
- (1~~12~~) Commercial establishments not otherwise classified: One parking space for each 200 square feet of floor space used for retail trade in the building and including all areas used by the public.
- (1~~23~~) Industrial establishments: 1 parking space per 600 sq. ft. of gross floor area for indoor facility; and 1 parking space per additional 1,000 sq. ft. gross floor area for outdoor facility; and 1 parking space per 2,500 sq. ft. indoor storage area.
- (1~~34~~) Public elementary school and middle school (junior high): One space per 300 square feet of classrooms.
- (1~~45~~) Private school, primary: One space per 300 square feet of classrooms.
- (1~~56~~) Private school, secondary: One space per 200 square feet of classrooms.
- (1~~67~~) Public high school: One space per 200 square feet of classrooms.
- (1~~78~~) Post-secondary institution: One space for each two residents for dormitories or other residences; one space for each 500 square feet of gymnasium and classrooms; one space for each 300 square feet of administrative and office space.

X.

That Chapter 46 Zoning, Article V Supplemental district regulations, Code of Ordinances, City of Elgin, Texas, is hereby amended by adding accessory dwelling unit regulations to Section 46-692 – Location of dwellings and buildings et. seq., which shall read as follows:

- (a) Only one main building for single-family or two-family use, with permitted accessory buildings, may be located upon a lot or unplatted tract. Every dwelling shall front upon a street or officially approved place, other than an alley.
- (b) Only one (1) accessory dwelling unit may be located upon a lot or unplatted tract. Every dwelling shall front upon a street or officially approved place, other than an alley.
- (c) Where a lot or tract of land is used for multifamily, commercial, or industrial purposes, more than one main building may be located upon the lot but only when such buildings conform to all the open space, parking and density requirements applicable to the uses and district, and when all such main buildings face upon a street or officially approved place, other than an alley.

XI.

- 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 **May**, 2023.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

Code Change		Reason for Code Change
Sec. 46-1. Definitions. <u>Accessory dwelling unit (ADU)</u> means a detached dwelling unit built on a lot in addition to the main building. <u>Accessory dwelling units are subordinate in size, location, and use to the main building.</u>		Defines an accessory dwelling unit.
<u>Dwelling</u> means any building or portion thereof, which is designed or used as living quarters for one or more families, but not including trailer homes. All dwellings shall comply with the requirements in masonry construction. See <i>Trailer home</i> .		Removes a requirement that is no longer applicable due to previous Code changes.
<u>Dwelling, accessory</u> See <u>Accessory dwelling unit.</u> ; <u>Main building</u> See <u>Building, main</u>		Adds necessary tie back definitions to get you to the proper definition
<u>Dwelling, two-family</u> , means a detached dwelling building designed to be occupied by two <u>independent dwellings whereby</u> families live independently of each other.		Cleans up definition and modified to differentiate between this and accessory dwelling units.
<u>Garage apartment</u> means a dwelling unit for one family erected above a private garage or a multifamily dwelling unit, with not more than three stories. The building has private outdoor space, either on grade, or a private balcony.		Removed in its entirety as this will be covered under the new accessory dwelling unit regulations.
<u>Gross floor area</u> means the total area in square feet of all floors of a building, measured from the exterior face of exterior walls or from the centerline of dividing walls separating two buildings.		Defines gross floor area as it is necessary for code changes.
Sec. 46-231 Uses Permitted <u>(15) Accessory dwelling unit.</u>		Adds an Accessory Dwelling Unit as a permitted use in R-1 zoning (and R-2 & R-3 by default).
Sec. 46-233. Area regulations. The (partial) area regulations in the R-1 Single-Family Dwelling District are as follows: (2) <i>Side yard.</i> a. For <u>all</u> dwellings located on interior lots there shall be a side yard on each side of the main building of not less than seven and one-half feet for dwellings of one story, and of not less than ten feet for dwellings or more than one story except as hereinafter provided in this subsection. b. For unattached buildings of accessory use, <u>not including accessory dwelling units</u> , there shall be a side yard of not less than five feet; provided, however, that unattached one story buildings of accessory use shall not be required to set back more than three feet from an interior side line when all parts of the accessory building are located more than 90 feet behind the front lot lines. In cases where the accessory building is 100 square feet or less in size there is no side setback. c. For dwellings and accessory buildings located on corner lots there shall be a side yard from the intersecting street of not less than 15 feet in case such lot is back to back with another corner lot, and 25 feet in every other case. The interior side yard of a corner lot shall be the same as for dwellings and accessory buildings on an interior lot. d. Churches and main accessory buildings, other than dwellings, and buildings accessory to dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 25 feet. (3) <i>Rear yard.</i> There shall be a rear yard for a main building <u>and accessory dwelling units</u> of not less than ten feet. Unattached buildings of accessory use are located in the rear yard of a main building. (5) <i>Lot area.</i> <u>a.</u> For each <u>main</u> dwelling, and building accessory thereto, there shall be lot area of not less than 9,000 square feet. <u>b.</u> For churches and main and accessory buildings, other than dwellings and accessory to buildings, the lot area shall be adequate to provide the yard areas required by this subsection and the off-street parking areas required; provided, however, that the lot area for a church shall not be less than 21,000 square feet <u>c.</u> <u>For each accessory dwelling unit there shall be a lot area of not less than 10,000 square feet.</u> (6) <i>Impervious coverage.</i> Main <u>buildings, accessory dwelling units</u> , and accessory buildings and other impervious cover shall not cover more than 45 percent of lot area on interior lots, and 50 percent of the lot area on corner lots. Accessory		Modifies regulations to clarify that accessory dwelling units side and rear setbacks are the same as the main building (home) on the premises; modifies to place a minimum lot size for accessory dwelling units on a lot; impervious coverage modified to reflect main building standards and clarify it does not go by the accessory building impervious coverage.

buildings shall not cover more than ten percent of the impervious cover requirements, <u>this 10% is not applicable to accessory dwelling units.</u>	See above page.
Code Change	
Sec. 46-263. Uses permitted (2) ——— Garage apartments: (32) Duplex.	Removes garage apartments from permitted uses as this is now covered under accessory dwelling units
Reason for Code Change	
Sec. 46-265. Area regulations. The (partial) area regulations in the R-2 Single-Family Dwelling District are as follows: (2) <i>Side yard.</i> a. For <u>all</u> dwellings located on interior lots there shall be a side yard on each side of the main building of not less than seven and one-half feet for dwellings of one story, and of not less than ten feet for dwellings or more than one story except as hereinafter provided in this subsection. b. For unattached buildings of accessory use, <u>not including accessory dwelling units,</u> there shall be a side yard of not less than five feet; provided, however, that unattached one story buildings of accessory use shall not be required to set back more than three feet from an interior side line when all parts of the accessory building are located more than 90 feet behind the front lot lines. In cases where the accessory building is 100 square feet or less in size there is no side setback. c. For dwellings and accessory buildings located on corner lots there shall be a side yard from the intersecting street of not less than 15 feet in case such lot is back to back with another corner lot, and 25 feet in every other case. The interior side yard of a corner lot shall be the same as for dwellings and accessory buildings on an interior lot. d. Churches and main accessory buildings, other than dwellings, and buildings accessory to dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 25 feet. (3) <i>Rear yard.</i> There shall be a rear yard for a main building <u>and accessory dwelling units</u> of not less than ten feet. Unattached buildings of accessory use are located in the rear yard of a main building. (5) <i>Lot area.</i> <u>a.</u> For each <u>main</u> dwelling, and building accessory thereto, there shall be lot area of not less than 7,500 square feet. <u>b.</u> <u>For each accessory dwelling unit there shall be a lot area of not less than 10,000 square feet.</u> <u>c.</u> For churches and main and accessory buildings, other than dwellings and accessory to buildings, the lot area shall be adequate to provide the yard areas required by this subsection and the off-street parking areas required; provided, however, that the lot area for a church shall not be less than 21,000 square feet (6) <i>Impervious coverage.</i> Main <u>buildings, accessory dwelling units,</u> and accessory buildings and other impervious cover shall not cover more than 45 percent of lot area on interior lots, and 50 percent of the lot area on corner lots. Accessory buildings shall not cover more than ten percent of the impervious cover requirements, <u>this 10% is not applicable to accessory dwelling units.</u>	Modifies regulations to clarify that accessory dwelling units side and rear setbacks are the same as the main building (home) on the premises; modifies to place a minimum lot size for accessory dwelling units on a lot; impervious coverage modified to reflect main building standards and clarify it does not go by the accessory building impervious coverage.
Sec. 46-303. Area regulations. The (partial) area regulations in R-3 Single-Family Dwelling District are as follows: (2) <i>Side yard.</i> a. For <u>all</u> dwellings located on interior lots there shall be a side yard on each side of the main building of not less than seven and one-half feet for dwellings of one story, and of not less than ten feet for dwellings or more than one story except as hereinafter provided in this subsection. b. For unattached buildings of accessory use, <u>not including accessory dwelling units,</u> there shall be a side yard of not less than five feet; provided, however, that unattached one story buildings of accessory use shall not be required to set back more than three feet from an interior side line when all parts of the accessory building are located more than 90 feet behind the front lot lines. In cases where the accessory building is 100 square feet or less in size there is no side setback.	See next page.

c. For <u>dwelling</u>s and accessory buildings located on corner lots there shall be a side yard from the intersecting street of not less than 15 feet in case such lot is back to back with another corner lot, and 25 feet in every other case. The interior side yard of a corner lot shall be the same as for dwellings and accessory buildings on an interior lot. d. Churches and main accessory buildings, other than dwellings, and buildings accessory to dwellings, shall set back from all exterior and interior side lot lines a distance of not less than 25 feet. (3) <i>Rear yard.</i> There shall be a rear yard for a main building <u>and accessory dwelling units</u> of not less than ten feet. Unattached buildings of accessory use are located in the rear yard of a main building. (5) <i>Lot area.</i> <u>a.</u> For each <u>main</u> dwelling, and building accessory thereto, there shall be lot area of not less than 6,000 square feet. <u>b.</u> <u>For each accessory dwelling unit there shall be a lot area of not less than 10,000 square feet.</u> <u>c</u> For churches and main and accessory buildings, other than dwellings and accessory to buildings, the lot area shall be adequate to provide the yard areas required by this subsection and the off-street parking areas required; provided, however, that the lot area for a church shall not be less than 10,000 square feet (6) <i>Impervious coverage.</i> Main <u>buildings, accessory dwelling units</u>, and accessory buildings and other impervious cover shall not cover more than 45 percent of lot area on interior lots, and 50 percent of the lot area on corner lots. Accessory buildings shall not cover more than ten percent of the impervious cover requirements, <u>this 10% is not applicable to accessory dwelling units.</u>	Modifies regulations to clarify that accessory dwelling units side and rear setbacks are the same as the main building (home) on the premises; modifies to place a minimum lot size for accessory dwelling units on a lot; impervious coverage modified to reflect main building standards and clarify it does not go by the accessory building impervious coverage.
Code Change	
Sec. 46-635. Amount of off street parking and loading requirements (1) Dwelling, single-family or two-family: Two parking spaces for each separate dwelling unit within a garage and two separate parking spaces within a driveway for each dwelling unit; parking may only be in tandem for a single-family dwelling unit. <u>This does not include an accessory dwelling unit.</u> (2) <u>Accessory dwelling unit: Two parking spaces for each dwelling unit; parking may be in tandem.</u>	Adds minimum parking requirements for accessory dwelling units.
Sec. 46-692. Location of dwellings and buildings <u>(a)</u> Only one main building for single-family or two-family use, with permitted accessory buildings, may be located upon a lot or unplatted tract. Every dwelling shall front upon a street or officially approved place, other than an alley. <u>(b)</u> <u>Only one (1) accessory dwelling unit may be located upon a lot or unplatted tract. Every dwelling shall front upon a street or officially approved place, other than an alley.</u> <u>(c)</u> Where a lot or tract of land is used for multifamily, commercial, or industrial purposes, more than one main building may be located upon the lot but only when such buildings conform to all the open space, parking and density requirements applicable to the uses and district, and when all such main buildings face upon a street or officially approved place, other than an alley.	Adds regulations only allowing one (1) accessory dwelling unit per lot or tract and it shall front on a street not an alley.