

ELGIN CITY CITY COUNCIL



ELGIN PUBLIC LIBRARY ANNEX
COUNCIL CHAMBERS
404 NORTH MAIN STREET
ELGIN CITY CITY COUNCIL AGENDA
December 5, 2023
6:30 PM

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

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

Speaker comments are limited to three (3) minutes. No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a PUBLIC HEARING will allow a member of the public an opportunity to speak during the Public Hearing and does not require a "PUBLIC COMMENT FORM".

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

VI. CITY MANAGERS REPORT

1. **Board of Adjustments (BOA) Quarterly Report**
2. **Building Standards Commission (BSC) Quarterly Report**
3. **Public Safety Advisory Committee Quarterly Update**
4. **General Activity Report and/or Project Update**

VII. CONSENT AGENDA

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

1. **City Council Regular Meeting Minutes-November 14, 2023**
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A SIGNAGE AGREEMENT WITH BRIGHTLAND HOMES, LTD., A TEXAS LIMITED LIABILITY COMPANY AND MAKING CERTAIN FINDINGS RELATED THERETO**
3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**
4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 6, FOR THE COUNTY LINE ROAD WIDENING PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**
5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, REALLOCATING FUNDS FOR THE PISTOL HILL WATER BOOSTER STATION IMPROVEMENTS PROJECT, GENERAL LAND OFFICE GRANT 22-082-009-D207; AND MAKING CERTAIN FINDINGS RELATED THERETO**

VIII. NEW BUSINESS

1. **A RESOLUTION OF NO OBJECTION OF THE CITY OF ELGIN, TEXAS TO AN APPLICATION TO THE TDHCA FOR TAX CREDITS FOR THE KATY, A PROPOSED TAX-EXEMPT BOND MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED ON WEST SECOND STREET AND MAKING CERTAIN FINDINGS RELATED THERETO – *Requested by Councilmember Casnovsky***
2. **Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2023-24 Annual Operating Budget**
3. **A RESOLUTION ALLOWING THE CITY OF ELGIN, TEXAS, (“CITY”) TO ENTER INTO A PROPERTY EXCHANGE AGREEMENT TO ACCEPT THE CONVEYANCE FROM TEJEDA J. SANTANA, (“SANTANA”) OF A .244 ACRE TRACT OF REAL PROPERTY IN THE CITY OF ELGIN MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION (“SANTANA PROPERTY”) IN EXCHANGE FOR THE CONVEYANCE BY THE CITY TO ELGIN .247 ACRE TRACT OF REAL PROPERTY IN**

THE CITY OF ELGIN MORE PARTICULARLY DESCRIBED IN EXHIBIT “B” TO THIS RESOLUTION (“CITY PROPERTY”).

- 4. AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2024 REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE**
- 5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AGREEMENT WITH BROHN HOMES FOR COST PARTICIPATION IN UPGRADING A WASTEWATER LINE AND MAKING CERTAIN FINDINGS RELATED THERETO**
- 6. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.**

IX. EXECUTIVE SESSION

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

X. RECONVENE

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

XI. ANNOUNCEMENTS

XII. ADJOURMENT

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

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

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and

who may need assistance are requested to contact the City Secretary's Office at (512)229-3222. Please provide forty-eight hours notice when feasible.

I, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Saturday, December 2, 2023, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in black ink, reading "Jennifer Stubbs". The signature is written in a cursive style with a large, stylized "J" and "S".



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Board of Adjustments (BOA) Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: None

BACKGROUND:

Routine report for activity between September and November 2023.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review the report.

ATTACHMENTS:

1. BOA Quarterly Report

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

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

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

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



Development Services Department

STAFF REPORT

Board of Adjustments (BOA) Quarterly Report

Date: November 29, 2023

SUMMARY OF ACTIVITIES FROM SEPTEMBER 2023 – NOVEMBER 2023 MEETINGS

September 2023

- A. 100 E Alamo St. (Project #202300082) – Zoning variance to Sec. 46-265 reducing the minimum depth of the front yard along East Alamo Street to zero over the existing driveway and the side yard adjacent to 102 East Alamo Street to zero over the existing driveway for an 18' by 21' carport – BOA approved.

October 2023

- A. Oath of Office - The following board members were sworn into office: Regan Dumbeck, Stephen Finley, Suzannah DesRoches, and David Lanford
- B. Recognition of outgoing members – Ruby Simms was recognized for 43 years of service and Franklin Boettcher was recognized for 34 years of service.

November 2023

No activity this month.

PROPOSED ACTIVITIES FROM DECEMBER 2023 – FEBRUARY 2023 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as appeals, special exceptions, & zoning variances.

RECOMMENDED COUNCIL ACTION

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Building Standards Commission (BSC) Quarterly Report

DEPARTMENT: Development Services

PROPOSED ACTION: None.

BACKGROUND:

Routine report of activity between September and November 2023.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review the report.

ATTACHMENTS:

1. BSC Quarterly Report

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

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

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

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



Development Services Department

STAFF REPORT

Building Standards Commission (BSC) Quarterly Report

Date: November 29, 2023

SUMMARY OF ACTIVITIES FROM SEPTEMBER 2023 – NOVEMBER 2023 MEETINGS

September 2023

No activity this month.

October 2023

- A. Oath of Office – The following commission members were sworn into office: Regan Dumbeck, Brian Lundgren, Nicholas Martinez, David Lanford and Brad Bernhard.

November 2023

No activity this month.

PROPOSED ACTIVITIES FROM SEPTEMBER 2023 – NOVEMBER 2023 MEETINGS

Continue to perform their function as allowed by State law and City Code including items such as hear and determine cases concerning alleged violations of ordinances, consider appeal of interpretation regarding Chapter 6 of our Code of Ordinances, consider variances from Chapter 6, consider appeals of interpretation regarding adopted International Fire Code, and consider variances from adopted International Fire Code.

RECOMMENDED COUNCIL ACTION

None.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Safety Advisory Committee Quarterly Update

DEPARTMENT: Police

PROPOSED ACTION: Council Approval

BACKGROUND:

Boards and Committees provide quarterly updates.

BUDGET/FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Council Approval

ATTACHMENTS:

1. NOVEMBER 2023 psac

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

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NOVEMBER 2023

PUBLIC SAFETY ADVISORY COMMITTEE REPORT

PSAC has continued to meet quarterly or more often if needed,

The October meeting included new members appointed by the Mayor and Council.

We met with the Public Works to discuss the problem with hanging limbs still left over from the 2023 ice storm. Some of these limbs are over sidewalks and streets and may be a hazard. Public Works encourages all citizens to report these when noticed.

EISD safety director and the ESD were scheduled to meet with PSAC, but last minute conflicts arose and they will be rescheduled.

The next meeting is scheduled for January.

Respectfully

Mike Walterscheidt

Chairman



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: Executive

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

BACKGROUND:

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

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

None

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes-November 14, 2023

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Minutes.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Minutes.

ATTACHMENTS:

1. City Council Regular Meeting Minutes-November 14, 2023

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

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

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

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

ELGIN CITY CITY COUNCIL



ELGIN CITY CITY COUNCIL MINUTES

November 14, 2023

6:30 PM

CALL TO ORDER

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

ROLL CALL

Mr. Mattis stated that Mr. Rodriguez was out due to a family emergency. Mayor Pro Tem Brashar made a motion to approve Mr. Rodriguez's absence. Mr. Callahan seconded the motion. All voted in favor. The motion was carried. All other Council Members were in attendance.

INVOCATION

Ms. Casnovsky provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENT

Taylor Christian, 317 McClendon Dr. stated that ordinance 2022-06-07 passed with overwhelming support and provided some information from a public information request. She read parts of the ordinance and stated that she looked forward to receiving the update on the ordinance and how this was being ignored.

CITY MANAGERS REPORT

1. Presentation of the City of Elgin Community Growth Report

Mr. Mattis provided a presentation about the future growth of the City and answered questions of the Council.

2. Planning and Zoning Commission (PZC) Quarterly Report

Mr. Mattis answered questions of the Council.

3. Elgin Economic Development Corporation Quarterly Report

There were no questions from Council.

4. Main Street Board Quarterly Report

There were no questions from Council.

CONSENT AGENDA

1. City Council Regular Meeting Minutes- October 24, 2023

The minutes were approved on the consent agenda.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, APPROVING THE TAX ROLL FOR THE CITY OF ELGIN AND AUTHORIZING THE TAX ASSESSOR/ COLLECTOR TO IMPLEMENT AND BEGIN THE COLLECTION OF TAXES FOR TAX YEAR 2023.

The resolution was approved on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 1, WITH LONESTAR SITEWORK FOR THE ROY RIVERS EXTENSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution was approved on the consent agenda.

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

NEW BUSINESS

1. Bastrop CAD Ballot for Director Appointments

Mr. Mattis provided comments. Mr. Dennis made a motion to cast votes for David Glass. Discussion followed. Ms. Casnovsky seconded the motion. All voted in favor. The motion carried.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING TRC ENGINEERS, INC TO UPDATE THE IMPACT FEE STUDY FOR THE CITY OF ELGIN AND MAKING CERTAIN FINDINGS RELATED THERETO

Mr. Mattis stated that this was a routine item. Mr. Callahan made a motion to approve the resolution. Ms. Love seconded the motion. All voted in favor. The motion carried.

3. Boards and Commissions Appointments

Mayor Pro Tem Brashar made a motion to approve the three names as read. Ms. Love seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

There was no exective session.

RECONVENE

ANNOUNCEMENTS

Ms. Casnovsky announced that the Ward 1 meeting was on Thursday at 6:30 p.m. Ms. Love announced that the Ward 2 meeting was on Saturday at 1:00 p.m. Ms. Miller announced that there was a Hogeye thank you party at Meyers on Thursday at 6:30 p.m. and Shop Small Saturday would be held on Thanksgiving weekend. Ms. Miller provided additional upcoming events in December and mentioned volunteers were needed. Mr. Mattis stated that December 5th would be the only Council meeting in December. Mayor Pro Tem Brashar wished those in attendance a Happy Thanksgiving. Ms. Stubbs encouraged those in attendance to apply for Elgin 101 by November 30th. Ms. Miller provided some details about Operation Turkey for families in need on Thanksgiving Day.

ADJOURMENT

Mayor McShan adjourned the meeting at 8:12 p.m.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A SIGNAGE AGREEMENT WITH BRIGHTLAND HOMES, LTD., A TEXAS LIMITED LIABILITY COMPANY AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of a Resolution approving and authorizing a Signage Agreement between the City and Brightland Homes, LTD., a Texas limited liability company.

BACKGROUND:

The entrance to the Creeks Crossing Subdivision which was approved by the Planning and Zoning Commission on September 26, 2022 will be via Muny Parkway, which is accessed from Western Sky Boulevard in the Westwind Subdivision. Construction of the water, wastewater, street and drainage improvements for Section 1 of the subdivision began earlier this year. In preparation for construction of the new homes and to designate the entrance to the Creeks Crossing Subdivision, a monument sign will be erected in the median of Muny Parkway. The proposed agreement allows for placement of the monument sign in the right-of-way and limits the City's liability as to repair, maintenance and damage to the monument sign.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution approving and authorizing a Signage Agreement between the City and Brightland Homes, LTD.; and routine direction to staff, if any.

ATTACHMENTS:

1. Creeks Crossing Signage Agreement Resolution
2. Creeks Crossing - Signage Agreement Exhibit A with all exhibits

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS APPROVING A
SIGNAGE AGREEMENT WITH BRIGHTLAND HOMES, LTD., A
TEXAS LIMITED LIABILITY COMPANY AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, Brightland Homes, LTD., A Texas limited liability company (“**LICENSEE**”) currently owns approximately 68.971 acres of land located within the Elgin city limits; and,

WHEREAS, Brightland Homes, LTD intends to develop said property as a residential community known as Creeks Crossing Subdivision that will contain two hundred and eighty-four (284) Single-Family lots; and,

WHEREAS, the city staff is now recommending authorization of a Signage Agreement, that shall be binding upon Brighland Homes, LTD., allowing them the right to use the property located within the right-of-way of Muni Parkway, in the Creeks Crossing Subdivision to install, repair, maintain and remove entry monument signage and private utilities as stated in the agreement.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute the Signage Agreement with Brightland Homes, LTD., a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 5th day of December, 2023.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

Signage Agreement

The City of Elgin, a home-rule municipal corporation located in Travis and Bastrop Counties, State of Texas (the “**CITY**”), acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement (as hereinafter defined) is the Officer, Office of Planning and Development, City of Elgin (the “**PROPERTY MANAGER**” or “**City**”), and Brightland Homes, LTD., a Texas limited liability company (“**LICENSEE**”), enter into this Signage Agreement (this “**AGREEMENT**”), effective upon final signature under the terms and conditions set forth below.

1. **Premises.** The City grants Licensee the right to use the property, located within the right-of-way of Munny Parkway, in the Creeks Crossing Subdivision, Elgin, Texas (the “**SUBDIVISION**”), as shown on the attached and incorporated **Exhibit “A”** (the “**LICENSED PROPERTY**”).

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **Purpose.** The City grants Licensee permission to use the Licensed Property solely to install, repair, maintain and remove **entry monument signage and private utilities** of the size and in the method shown on the attached and incorporated Signage Plan Set attached as **Exhibit “B”** (collectively, the “**IMPROVEMENTS**”) and as permitted by the City.

3. **Consideration.** In consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which is acknowledged, Licensee is not required to pay any monetary consideration. However, Licensee covenants to properly and timely maintain the Improvements.

4. **Damages and Destruction.** The parties agree the City is not obligated to restore or repair the Improvements that may be removed, altered, damaged or destroyed as a result of the City’s use, maintenance, and repair of the underlying right-of-way or easement.

If the City causes damage to or destruction of Licensee’s Improvements, Licensee covenants not to sue the City, or pursue other remedies, legal or equitable, against the City to recover costs of repairing or replacing the Improvements.

If the City’s uses of the Licensed Property substantially interfere with or destroy Licensee’s use of the Licensed Property, or any Improvements placed thereon or therein by Licensee, then this Agreement automatically terminates, and Licensee must immediately remove its Improvements at its sole cost.

5. **Term.** This Agreement begins on the execution date and continues thereafter for so long as the Licensed Property is used solely for the purposes set out in this Agreement, subject to earlier termination as set out in this Agreement.
6. **Limits on License.** The existence of this Agreement is expressly subordinate to

the present and future right of the City, its successors, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, transportation facilities, franchised public utilities, rights-of-way, roadways, sidewalks, or streets on, beneath, or above the surface of the Licensed Property (the “**FACILITIES**”).

The City may enter the Licensed Property without giving notice and without incurring any obligation to Licensee and remove the Improvements or any alteration thereof. Such removal will occur only if the Property Manager deems it is necessary: (a) to exercise the City’s rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

7. Conditions.

- A. Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
- B. Covenant on Adjoining Property.** This Agreement, until its expiration or revocation, runs as a covenant on the Adjoining Property; therefore, the conditions set forth herein inure to and bind each party’s successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or Adjoining Property about the existence of this Agreement.
- C. Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Property Manager determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least thirty (30) days’ written notice to the other owners of the Adjoining Property at the time, if any.
- D. Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements and not leave the Improvements in disrepair. After any installation or repair of any Facilities is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Licensed Property, if applicable, is reestablished within forty-eight (48) hours.
- E. Security Deposits.** Licensee is not required to post a security deposit.
- F. Recording.** The City will file both this Agreement and an Affidavit of License in the applicable official public records to inform all future owners of any interest in the Adjoining Property of the existence of this Agreement and the obligations hereunder.

8. INDEMNIFICATION. LICENSEE SHALL INDEMNIFY AND HOLD

HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INSURERS, INCLUDING WITHOUT LIMITATION THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (THE “INDEMNIFIED PARTIES”), FROM ALL LIABILITY, LOSS, CLAIMS, SUITS, ACTIONS, AND PROCEEDINGS WHATSOEVER (“CLAIMS”) THAT MAY BE BROUGHT OR INSTITUTED ON ACCOUNT OF OR GROWING OUT OF ANY AND ALL INJURIES OR DAMAGES, INCLUDING DEATH, TO PERSONS OR PROPERTY RELATING TO THE USE OR OCCUPANCY OF THE LICENSED PROPERTY DURING THE TERM INCLUDING CLAIMS THAT ARISE OUT OF OR RESULT FROM THE ACTIVE OR PASSIVE NEGLIGENCE, OR SOLE, JOINT, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR ALLEGED AGAINST SUCH INDEMNIFIED PARTIES, AND ALL LOSSES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, PENALTIES, DAMAGES, AND EXPENSES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS’ FEES AND OTHER ACTUAL OUT OF POCKET COSTS OF DEFENDING AGAINST, INVESTIGATING, AND SETTLING THE CLAIMS.

Licensee shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against any of the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Licensee of any obligations in this Agreement. In no event may Licensee admit liability on the part of an Indemnified Party without the written consent of the City Attorney.

Licensee shall be relieved of its obligation of indemnity to the extent of the amount actually recovered from one or more of the insurance carriers of Licensee and either (a) paid to City or (b) paid for City’s benefit in reduction of any liability, penalty, damage, expense, or charge actually imposed upon, or incurred by, City in connection with the Claims. Licensee may contest the validity of any Claims, in the name of the City, as the City may in good faith deem appropriate, provided that the expenses thereof are paid by Licensee, or Licensee shall cause the same to

be paid by its insurer, and provided further Licensee maintains adequate insurance to cover any loss(es) that might be incurred if such contest is ultimately unsuccessful.

Licensee shall require its general partner, if applicable, and all subcontractors to indemnify City as provided in this Section.

Licensee accepts the Licensed Property "AS IS," and its duty to indemnify extends to injuries caused by defective conditions present on the Licensed Property, INCLUDING DEFECTS ALLOWED TO EXIST BY THE CITY'S OWN NEGLIGENCE.

9. Termination.

A. Termination by Licensee. Licensee may terminate this Agreement by delivering written notice of termination to the Property Manager not later than 30 days before the effective date of termination. Licensee shall remove all Improvements from the Licensed Property and restore the Licensed Property to its condition prior to the installation of the Improvements within the 30-day notice period at its sole cost and expense. Failure to do so constitutes a breach of this Agreement and authorizes the Property Manager to notify Licensee of the cost of such removal, restoration, and disposal and Licensee shall pay such costs within 30 days of such notice. The Property Manager may file a lien against the Adjoining Property and the cost of such removal and disposal if the Licensee fails to timely pay these costs. Additionally, in such an event, the Property Manager may draw down the Security Deposit, if any.

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Property Manager if any of the below conditions are met and the Property Manager receives no substantive response within thirty (30) days, unless another timeframe is specifically identified:

1. The Improvements, or a portion of them, interfere with the City's rights in any of the rights-of-way;
2. Use of any of the rights-of-way areas becomes necessary for a public purpose;
3. Immediately, if the Improvements, or a portion of them, constitute a danger to the public, which the Property Manager deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite forty-eight (48) hours' prior notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;
5. Licensee fails to properly and timely maintain the Improvements as set out herein; or
6. Except as provided for above, City provides ninety-one (91) days' prior written notice of such termination for any reason.

C Termination by Abandonment. If Licensee abandons or fails to maintain the Licensed Property, and the Property Manager receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all Improvements and bill Licensee for all costs of removal of the Improvements and restoring the right . Licensee covenants to pay the City's actual expenses incurred in connection therewith within 30 days after being billed therefor. All of Licensee's Improvements not removed are deemed property of the City when abandoned by Licensee.

10. **Eminent Domain.** If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to affect the removal of Licensee's affected Improvements thereon, at Licensee's sole expense. Licensee may retain all monies paid by the condemning authority for Licensee's Improvements taken, if any.
11. **Venue/Controlling Law.** Venue for all claims, actions, lawsuits or damages of any kind arising under this Agreement shall lie exclusively in Bastrop County, Texas. This Agreement shall be subject to and construed under Texas law.
12. **Assignment.** Licensee intends to assign its interest in this Agreement to the Creeks Crossing Homeowners Association. Licensee shall not assign, sublet or transfer its interest to any other entity without the prior written consent of the Property Manager. Such consent shall not be unreasonably withheld, if any and the assignee's promise to comply with all covenants and obligations herein. Licensee shall provide the Property Manager a copy of any such proposed assignment or transfer of any of Licensee's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.
13. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

If to City:

Office of Development Services

Phone: _____

Fax: _____

If to Licensee:

Brightland Homes, LTD.
3815 S. Capital of Texas Hwy
Suite 275
Austin, Texas 78704
Phone: 512-330-9366

14. **Default.** If Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions herein, then the Property Manager shall give Licensee written notice as set forth herein. Licensee will have thirty (30) days from the date of such notice to take action to remedy the failure complained of, or such lesser period if such is required, and, if Licensee does not satisfactorily remedy the same within that thirty (30) day period, the City may remedy the default or contract to remedy the default. However, if the default is a monetary default, Licensee must cure that within ten (10) business days' of notice. Licensee covenants to pay within ten (10) days of written demand by the Property Manager, all reasonable costs expenses incurred by the City in remedying the default.

Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

15. **Compliance with Laws.** Licensee covenants that all construction, installation, repair, maintenance, and removal of the Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
16. **Interpretation.** Although drafted by the Licensee, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
17. **Application of Law.** This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

Terms and Conditions Accepted on _____, 20__.

CITY OF ELGIN, a Texas home rule municipal corporation

By: _____
_____, City Manager
City of Elgin

LICENSEE: BRIGHTLAND HOMES, LTD.,
a Texas limited partnership

By: Brightland Homes I, Inc., a Texas
corporation, General Partner

By: 
Chris Lynch, President of Land Operations

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2023, by
_____, City Manager, City of Elgin, a Texas municipal corporation, on behalf of said
corporation.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned Notary Public of the State of Texas, on this day personally
appeared Chris Lynch, President of Land Operations, of Brightland Homes, LTD. a Texas limited
liability company, known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office this 13 day of November, 2023.





Notary Public, State of Texas

After recording, return to:

City of Elgin

OWNER:
GEHAN HOMES, LTD.
CONTACT: CHRIS LYNCH, VICE PRESIDENT OF LAND OPERATIONS
BARTON CREEK PLAZA III
3815 S. CAPITAL OF TEXAS HWY, SUITE 275
AUSTIN, TX 78704

PROJECT MANAGER — CIVIL ENGINEER:
CUDE ENGINEERS — AUSTIN, LLC
CONTACT: JOHN HINES
12301 RESEARCH BLVD., BUILDING V, STE. 160
AUSTIN, TEXAS 78759
PH. 512-260-9100

SURVEYOR:
JOBY EARLY, R.P.L.S
ERIC DANNHEIM, R.P.L.S.
EARLY LAND SURVEYING
P.O. BOX 92588
AUSTIN, TX 78709
PH. 512-202-8631

LEGAL DESCRIPTION:

39.898 ACRES (APPROXIMATELY 1,737,955 SQ. FT.) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 68.314 ACRE TRACT DESCRIBED IN THE DEED TO GEHAN HOMES, LTD. RECORDED IN DOCUMENT NO. 2022039496, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

GENERAL NOTES:

- ALL RESPONSIBILITY OF THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER. APPROVAL OF THESE PLANS BY THE CITY OF ELGIN DOES NOT REMOVE THESE RESPONSIBILITIES.
- THIS SUBDIVISION IS WITHIN THE CITY OF ELGIN CITY LIMITS AND IS SUBJECT TO THE PLANNED DEVELOPMENT AGREEMENT FOR CREEKS CROSSING, DATED 10/12/2021, AND PASSED IN CITY ORDINANCE NO. 2021-10-12-33.
- THIS SUBDIVISION IS LOCATED WITHIN THE WILBARGER CREEK-COLORADO RIVER WATERSHED AND ARE CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
- NO PORTION OF THIS SUBDIVISION IS WITHIN WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.
- THIS PROJECT IS FULLY LOCATED WITHIN THE CITY OF ELGIN, TX CITY LIMITS.
- THIS SUBDIVISION SHOWN HEREON LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS IDENTIFIED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48453C0510H, DATED SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.
- THIS SUBDIVISION IS SERVED BY THE CITY OF ELGIN CCN FOR WATER SERVICE.
- THIS SUBDIVISION IS SERVED BY THE CITY OF ELGIN CCN FOR WASTEWATER SERVICE.

NOTES:

- A TYPICAL 10' P.U.E. SHALL BE DEDICATED ALONG THE FRONT OF EACH LOT AND R.O.W. LINE.
- SETBACKS ON LOTS SHALL CONFORM TO THE FOLLOWING:
FRONT: 15'
SIDE: 5'
REAR: 10'
CORNER: 15'
GARAGE: 20'

SHEET INDEX

SHEET 1: COVER
SHEET 2: SHEET INDEX
SHEET 3: FINAL PLAT SHEET 3
SHEET 4: FINAL PLAT SHEET 4
SHEET 5: FINAL PLAT SHEET 5
SHEET 6: FINAL PLAT SHEET 6
SHEET 7: FINAL PLAT SHEET 7
SHEET 8: PLAT NOTES AND LEGAL

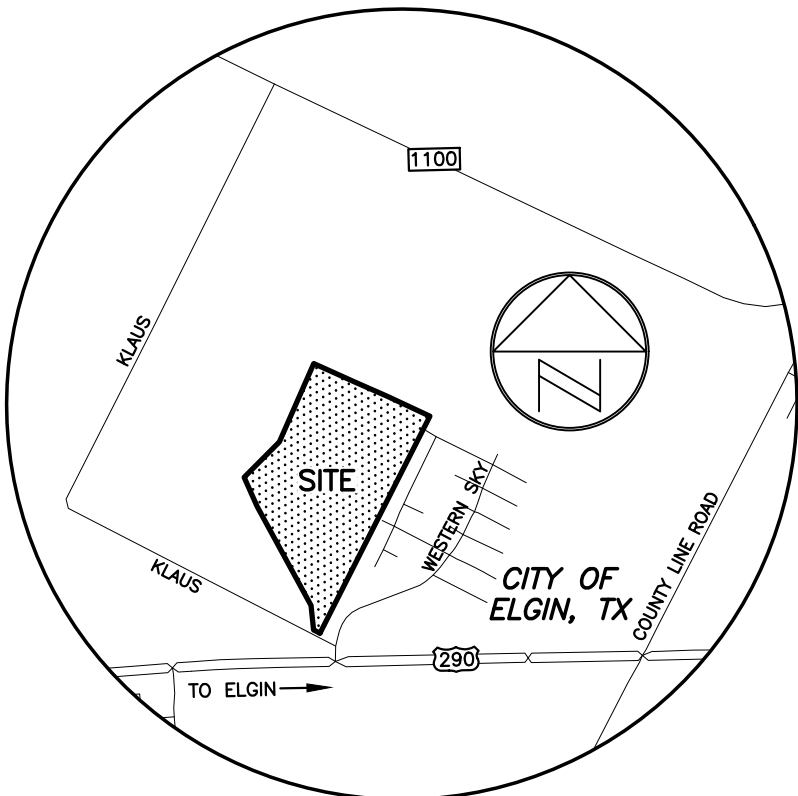
ENGINEER'S CERTIFICATION:

STATE OF TEXAS
COUNTY OF TRAVIS

I, JOHN DAVID HINES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLY WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

JOHN DAVID HINES, P.E. NO 96691
ENGINEERING BY:
CUDE ENGINEERS
12301 RESEARCH BLVD., BLDG. V, STE. 160
AUSTIN, TEXAS 78759
512-260-9100
TBPE FIRM REGISTRATION NO. 19070

CREEKS CROSSING SECTION 1
FINAL PLAT



LOCATION MAP
NOT TO SCALE

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS OBSERVATIONS ON EARLY LAND SURVEYING CONTROL POINT "BM #1"

MAG NAIL WITH WASHER SET

SURFACE COORDINATES:
N 10105042.30
E 3214884.05

TEXAS STATE PLANE COORDINATES:
N 10104031.90
E 3214562.59

ELEVATION = 486.37'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999900010
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000100000
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
THETA ANGLE: 1'29'57"

LOT SUMMARY

TOTAL ACREAGE: 39.898 ACRES
TOTAL R.O.W. ACREAGE: 8.231 ACRES
TOTAL NUMBER OF BLOCKS: 8
OPEN SPACE/DRAINAGE LOTS: 2
OPEN SPACE LOTS: 3
RESIDENTIAL DISTRICT LOTS: 133
TOTAL LOTS: 137

LINEAR FEET OF NEW STREETS

SHORELINE BEACH DRIVE: 2538 LF
BARN CHIME STREET: 1883 LF
SPANGLED BLOOM DRIVE: 67 LF
SPECKLED DASH TERRACE: 510 LF
WILLOW SAGE LANE: 649 LF
TOTAL STREET LINEAR FOOTAGE: 5,647 LF

DATE SUBMITTED: ____/____/____

EXHIBIT A

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- 1/2" REBAR WITH "ARPENTEURS" CAP FOUND
- 1/2" REBAR WITH "EARLY BOUNDARY" CAP TO BE SET AFTER FINAL GRADING
- 1/2" REBAR WITH "McANGUS" CAP FOUND
- "X" IN CONCRETE FOUND
- 1/2" IRON PIPE FOUND (OR AS NOTED)
- CONTROL POINT/BENCHMARK LOCATION
- W.W.L.S.E. WASTEWATER LIFT STATION EASEMENT
- S.E. SIGN EASEMENT (200500135)
- L.S.E. LANDSCAPE EASEMENT
- M.E. MAINTENANCE EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.L. WASTEWATER LINE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.O.B. POINT OF BEGINNING
- () RECORD INFORMATION

LINETYPE LEGEND

- BOUNDARY LINE
- LOT LINE
- ADJOINER PROPERTY LINE
- EASEMENT/SETBACK LINE

CITY REQUIRED PARKLAND (5%): 68.31 X 0.05 = 3.416 ACRES
DEVELOPER DONATED OPEN SPACE FOR PARKLAND PER PDD ORDINANCE 8.1 (12.823 ACRES; LOT 1/E, LOT 1/A, LOT 1/B, LOT 29/F)
DEVELOPER FEE-IN-LIEU PER PDD ORDINANCE 8.2

THIS FINAL PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING AND ZONING COMMISSION

ON THIS THE _____ DAY OF _____, 2022.

CHAIR

PRINTED NAME: _____

SECRETARY

PRINTED NAME: _____

REVISION DATES:
5/24/22

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.: 1104-001
DRAWING NO.: 1104-001-PL1
PLOT DATE: 8/26/2022
PLOT SCALE: 1"=50'
DRAWN BY: BBP
SHEET 01 OF 09

CREEKS CROSSING SECTION 1
FINAL PLAT

SHEET INDEX
(NOT TO SCALE)

CALLED 90.00 ACRES
(89.579 ACRES PER SURVEY)
GEORGE ECKRICH AND ROBERT A.
CUNNINGHAM AS TRUSTEES OF THE ROBERT
A. CUNNINGHAM DESCENDANT'S TRUST
(DESCRIBED 2013104420)
(CONVEYED 2015102618)
(CORRECTED 2015148058)

CREEKS CROSSING LAND
PARTNERS LLC
(67.971 ACRES)
(2021095645)

CREEKS CROSSING LAND
PARTNERS LLC
(67.971 ACRES)
(2021095645)

BLOCK F

2.00 ACRES
DARRELL WENZEL
AND AMANDA WENZEL
(2001027311)

1.25 ACRES
AMOS J. WENZEL, ET UX.
(7867/425)

11.365 ACRES
ADRENE L. BRACEWELL
(2014014537)

205.381 ACRES
ATX ELGIN DEV LLC
(2021141877)

BLOCK D

BLOCK C

BLOCK H

BLOCK G

BLOCK B

BLOCK E

BLOCK B

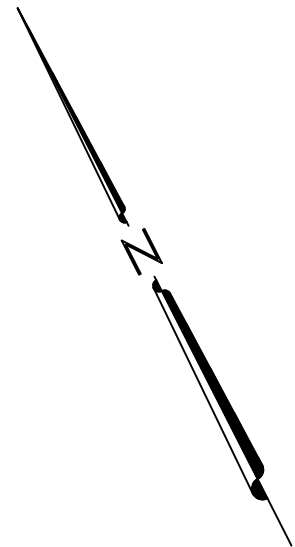
BLOCK A

WILLOW SAGE LANE
(50' R.O.W.)
(201400175)

CRESTWIND LANE
(60' R.O.W.)
(200500135)

WESTWIND SUBDIVISION
(VARIOUS SECTIONS)

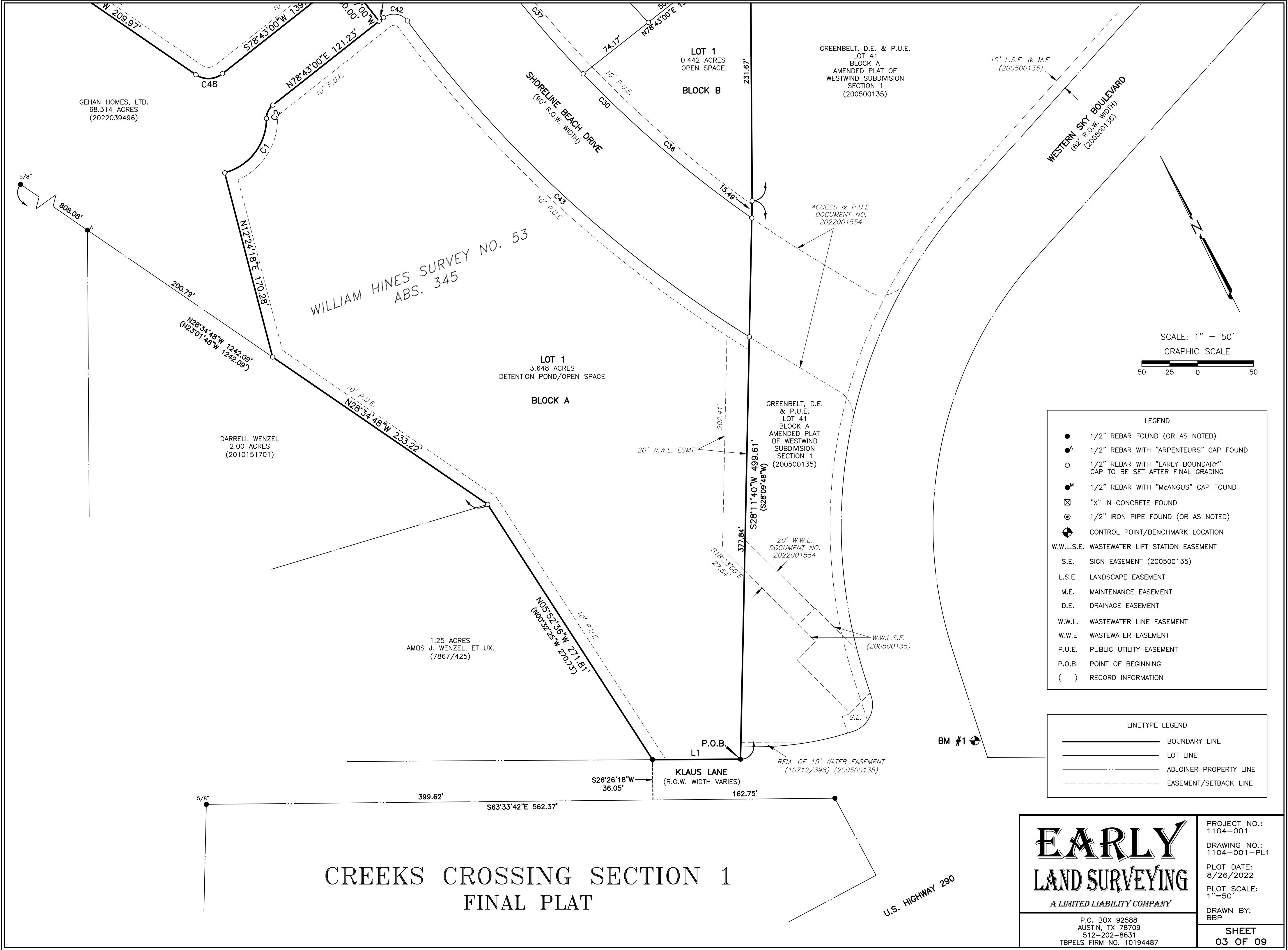
WESTERN SKY BOULEVARD
(82' R.O.W. WIDTH)
(200500135)



LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
● ^A	1/2" REBAR WITH "ARPENTEURS" CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP TO BE SET AFTER FINAL GRADING
● ^M	1/2" REBAR WITH "McANGUS" CAP FOUND
⊠	"X" IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND (OR AS NOTED)
⊕	CONTROL POINT/BENCHMARK LOCATION
W.W.L.S.E. WASTEWATER LIFT STATION EASEMENT	
S.E.	SIGN EASEMENT (200500135)
L.S.E.	LANDSCAPE EASEMENT
M.E.	MAINTENANCE EASEMENT
D.E.	DRAINAGE EASEMENT
W.W.L.	WASTEWATER LINE EASEMENT
W.W.E	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
()	RECORD INFORMATION

LINETYPE LEGEND	
—————	BOUNDARY LINE
—————	LOT LINE
—————	ADJOINER PROPERTY LINE
- - - - -	EASEMENT/SETBACK LINE

EARLY LAND SURVEYING <i>A LIMITED LIABILITY COMPANY</i>	PROJECT NO.: 1104-001
	DRAWING NO.: 1104-001-PL1
	PLOT DATE: 8/26/2022
P.O. BOX 92588 AUSTIN, TX 78709 512-202-8631 TBPELS FIRM NO. 10194487	PLOT SCALE: 1"=50'
	DRAWN BY: BBP
SHEET 02 OF 09	

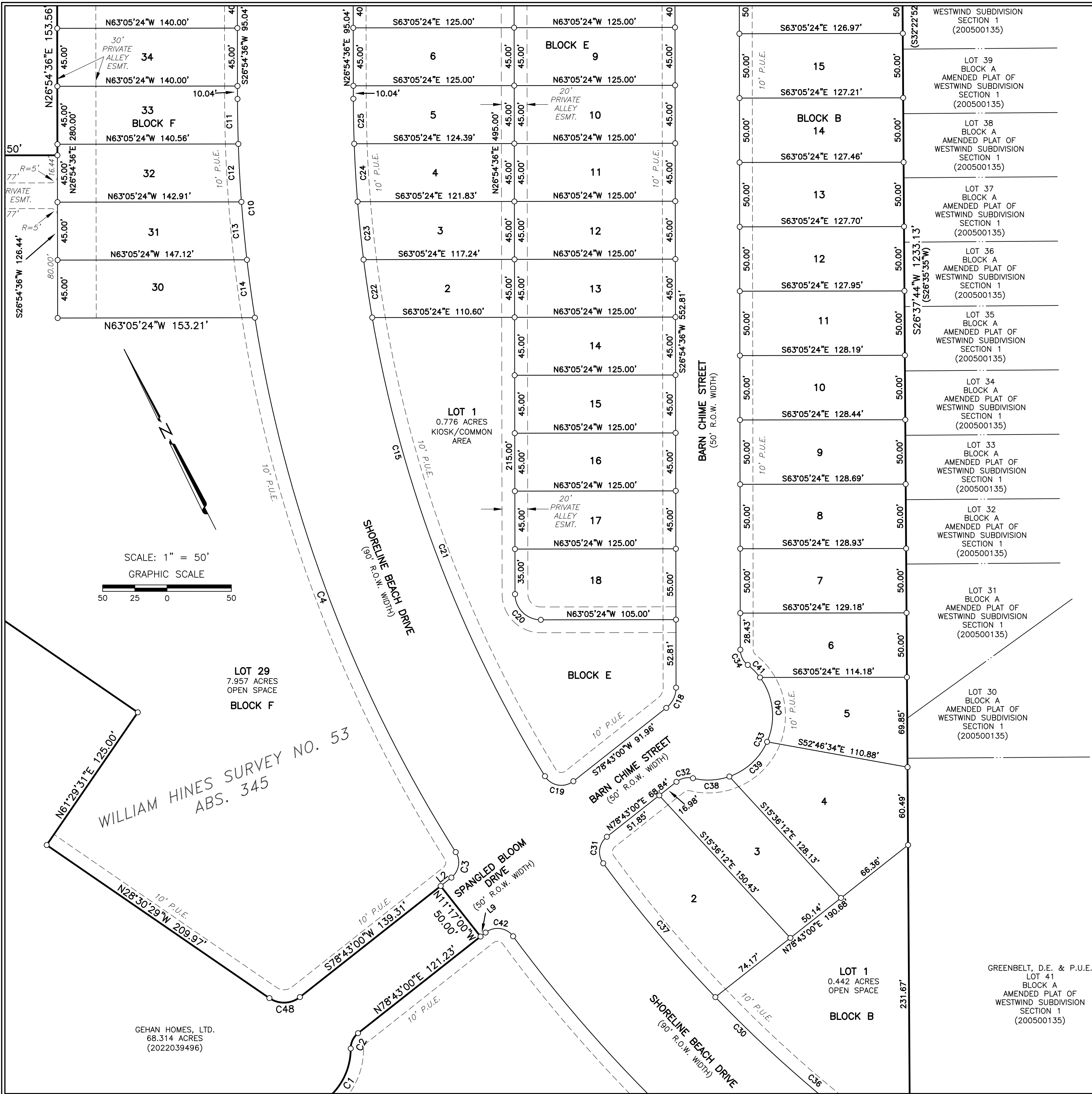


CREEKS CROSSING SECTION 1
FINAL PLAT

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.:
1104-001
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1104-001-PL1
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8/26/2022
PLOT SCALE:
1"=50'
DRAWN BY:
BBP
SHEET
03 OF 09



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	50.00'	75°42'30"	66.07'	N64°33'02"E	61.37'
C2	15.00'	52°01'12"	13.62'	N52°42'23"E	13.16'
C3	15.00'	83°57'01"	21.98'	N36°44'29"E	20.06'
C4	1100.00'	23°15'20"	446.47'	N06°23'38"E	443.41'
C5	15.00'	87°24'15"	22.88'	N70°36'44"E	20.73'
C6	15.00'	95°16'52"	24.94'	N20°43'49"W	22.17'
C7	15.00'	92°35'45"	24.24'	S19°23'16"E	21.69'
C8	15.00'	90°00'00"	23.56'	S71°54'36"W	21.21'
C9	15.00'	90°00'00"	23.56'	S18°05'24"E	21.21'
C10	1100.00'	8°53'18"	170.65'	S22°27'57"W	170.47'
C11	1100.00'	1°49'17"	34.97'	S25°59'58"W	34.97'
C12	1100.00'	2°20'50"	45.06'	S23°54'54"W	45.06'
C13	1100.00'	2°21'16"	45.20'	S21°33'51"W	45.20'
C14	1100.00'	2°21'56"	45.41'	S19°12'16"W	45.41'
C15	1010.00'	31°24'40"	553.71'	N11°12'17"E	546.80'
C16	15.00'	90°00'00"	23.56'	N71°54'36"E	21.21'
C17	15.00'	90°00'00"	23.56'	S18°05'24"W	21.21'
C18	20.00'	51°48'23"	18.08'	S52°48'48"W	17.47'
C19	15.00'	96°46'57"	25.34'	N52°53'32"W	22.43'
C20	20.00'	90°00'00"	31.42'	N18°05'24"W	28.28'
C21	1010.00'	21°43'24"	382.93'	N06°21'39"E	380.64'
C22	1010.00'	2°34'50"	45.49'	N18°30'46"E	45.49'
C23	1010.00'	2°33'58"	45.24'	N21°05'10"E	45.23'
C24	1010.00'	2°33'26"	45.08'	N23°38'52"E	45.07'
C25	1010.00'	1°59'01"	34.97'	N25°55'06"E	34.97'
C26	15.00'	90°00'00"	23.56'	N18°05'24"W	21.21'
C27	15.00'	84°43'08"	22.18'	N69°16'11"E	20.21'
C28	15.00'	91°58'04"	24.08'	S19°04'26"E	21.57'
C29	15.00'	90°00'00"	23.56'	S71°54'36"W	21.21'
C30	1010.00'	18°58'42"	334.55'	N18°36'43"W	333.02'
C31	15.00'	87°50'22"	23.00'	N34°47'49"E	20.81'
C32	15.00'	52°01'12"	13.62'	S75°16'24"E	13.16'
C33	50.00'	155°50'48"	136.00'	N52°48'48"E	97.79'
C34	15.00'	52°01'12"	13.62'	N00°54'00"E	13.16'
C35	15.00'	87°48'59"	22.99'	N70°49'06"E	20.81'
C36	1010.00'	11°16'44"	198.82'	N22°27'43"W	198.50'
C37	1010.00'	7°41'58"	135.73'	N12°58'22"W	135.62'
C38	50.00'	32°52'33"	28.69'	S65°42'04"E	28.30'
C39	50.00'	46°57'27"	40.98'	N74°22'56"E	39.84'
C40	50.00'	60°23'23"	52.70'	N20°42'31"E	50.29'
C41	50.00'	15°37'25"	13.63'	N17°17'54"W	13.59'
C42	15.00'	91°55'40"	24.07'	S55°19'10"E	21.57'
C43	1100.00'	21°49'09"	418.90'	S20°15'54"E	416.37'
C44	1000.00'	2°34'13"	44.86'	N66°20'40"W	44.85'
C45	1000.00'	0°52'05"	15.15'	N68°03'49"W	15.15'
C46	950.00'	1°13'25"	20.29'	S67°53'20"E	20.29'
C47	950.00'	2°13'16"	36.83'	S66°10'00"E	36.82'
C48	20.00'	72°45'25"	25.40'	N64°53'44"W	23.73'
C49	15.00'	52°01'12"	13.62'	S49°46'53"W	13.16'
C50	50.00'	193°29'49"	168.86'	S20°57'26"E	99.31'
C51	15.00'	26°00'36"	6.81'	N75°17'57"E	6.75'
C52	15.00'	26°00'36"	6.81'	S78°41'26"E	6.75'
C53	50.00'	12°15'45"	10.70'	S26°57'31"E	10.68'

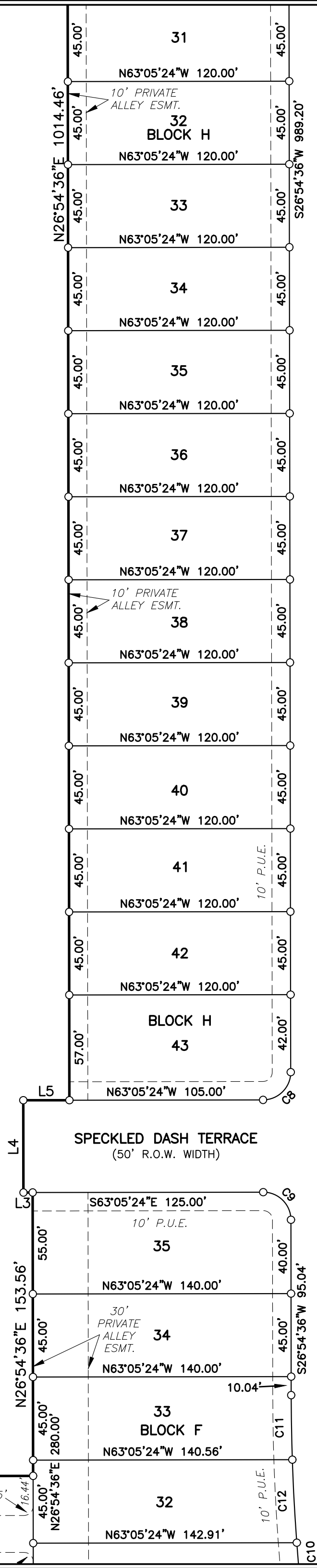
CREEKS CROSSING
SECTION 1
FINAL PLAT

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

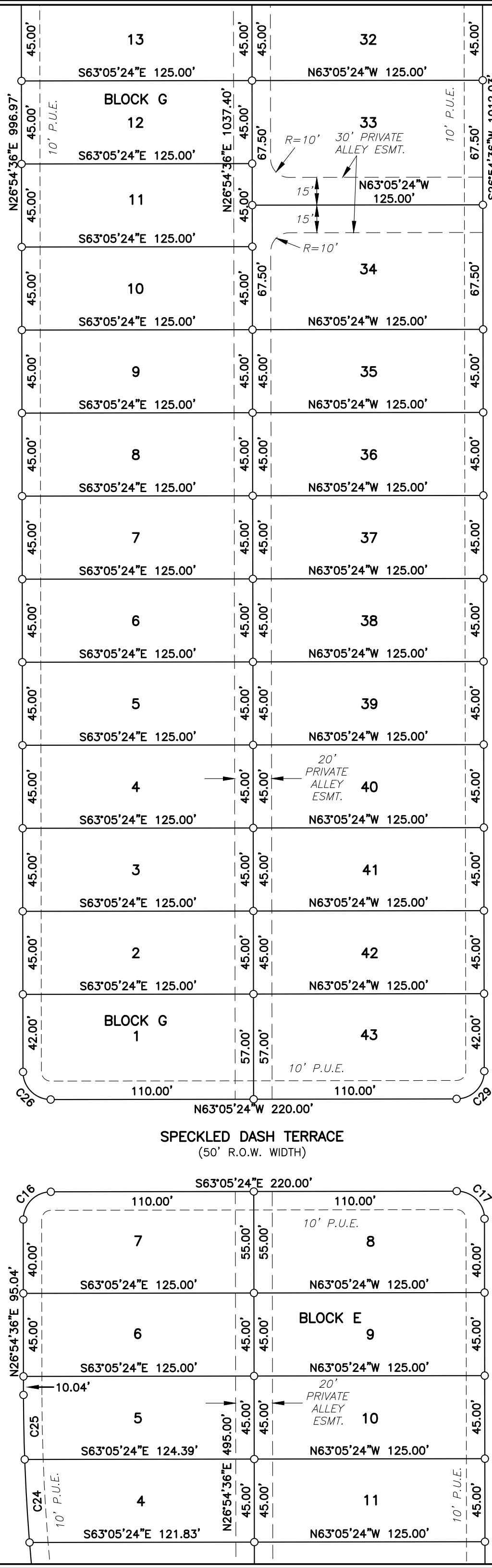
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.:
1104-001
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1104-001-PL1
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8/26/2022
PLOT SCALE:
1"=50'
DRAWN BY:
BBP
SHEET
04 OF 09

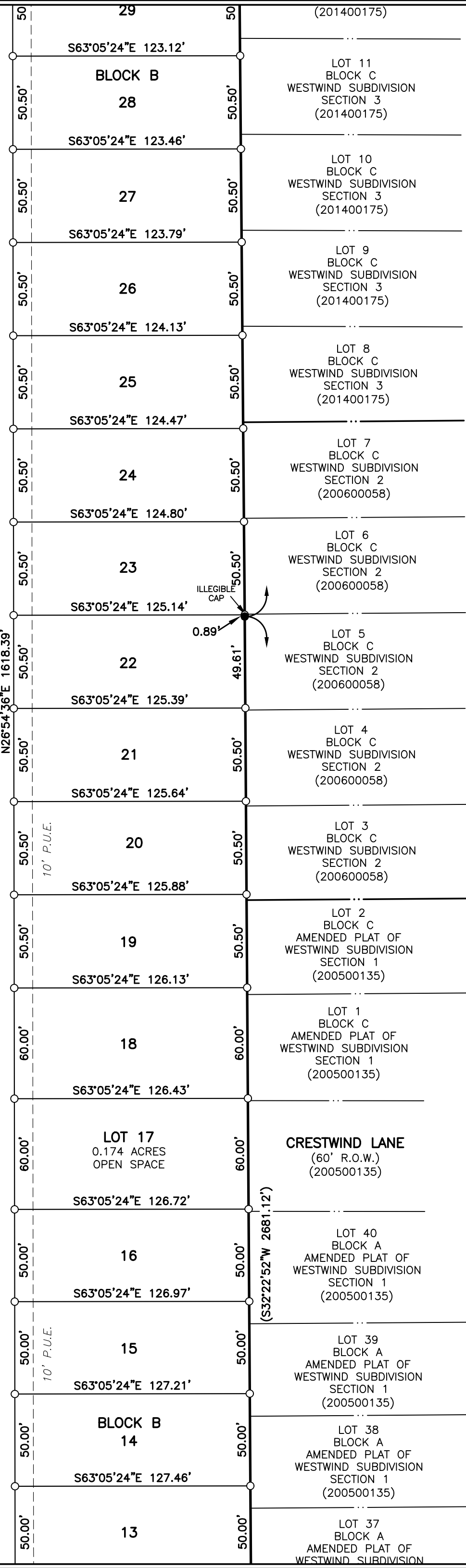
GEHAN HOMES, LTD.
68.314 ACRES
(2022039496)



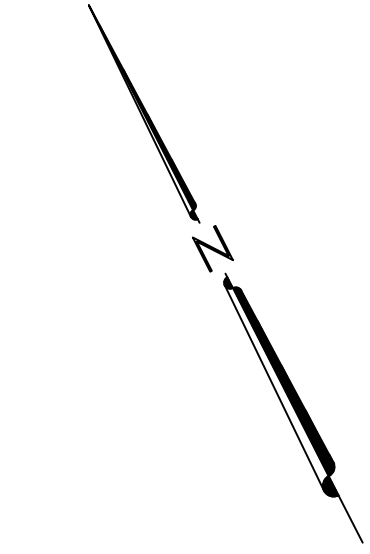
SHORELINE BEACH DRIVE
(90' R.O.W. WIDTH)



BARN CHIME STREET
(50' R.O.W. WIDTH)



CREEKS CROSSING SECTION 1 FINAL PLAT



SCALE: 1" = 50'
GRAPHIC SCALE

- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
 - ^A 1/2" REBAR WITH "ARPEUTEURS" CAP FOUND
 - 1/2" REBAR WITH "EARLY BOUNDARY" CAP TO BE SET AFTER FINAL GRADING
 - ^M 1/2" REBAR WITH "McANGUS" CAP FOUND
 - ⊠ "X" IN CONCRETE FOUND
 - ⊙ 1/2" IRON PIPE FOUND (OR AS NOTED)
 - ⊕ CONTROL POINT/BENCHMARK LOCATION
 - W.W.L.S.E. WASTEWATER LIFT STATION EASEMENT
 - S.E. SIGN EASEMENT (200500135)
 - L.S.E. LANDSCAPE EASEMENT
 - M.E. MAINTENANCE EASEMENT
 - D.E. DRAINAGE EASEMENT
 - W.W.L. WASTEWATER LINE EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

- LINE TYPE LEGEND
- BOUNDARY LINE
 - LOT LINE
 - ADJOINER PROPERTY LINE
 - - - EASEMENT/SETBACK LINE

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

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BBP
SHEET
05 OF 09

ADRENE L. BRACEWELL
11.365 ACRES
(2014014537)

ATX ELGIN DEV LLC
205.381 ACRES
(2021141877)

APPROXIMATE NORTHEAST CORNER
OF WILLIAM HINES SURVEY NO.
53, ABSTRACT NO. 345

CREEKS CROSSING SECTION 1 FINAL PLAT

WILLIAM HINES SURVEY NO. 53
ABS. 345

SCALE: 1" = 50'
GRAPHIC SCALE

- LEGEND
- 1/2" REBAR FOUND (OR AS NOTED)
 - ^A 1/2" REBAR WITH "ARPENTEURS" CAP FOUND
 - 1/2" REBAR WITH "EARLY BOUNDARY" CAP TO BE SET AFTER FINAL GRADING
 - ^M 1/2" REBAR WITH "McANGUS" CAP FOUND
 - ⊠ "X" IN CONCRETE FOUND
 - ⊙ 1/2" IRON PIPE FOUND (OR AS NOTED)
 - ⊕ CONTROL POINT/BENCHMARK LOCATION
 - W.W.L.S.E. WASTEWATER LIFT STATION EASEMENT
 - S.E. SIGN EASEMENT (200500135)
 - L.S.E. LANDSCAPE EASEMENT
 - M.E. MAINTENANCE EASEMENT
 - D.E. DRAINAGE EASEMENT
 - W.W.L. WASTEWATER LINE EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.O.B. POINT OF BEGINNING
 - () RECORD INFORMATION

- LINETYPE LEGEND
- BOUNDARY LINE
 - LOT LINE
 - ADJOINER PROPERTY LINE
 - - - - EASEMENT/SETBACK LINE

**EARLY
LAND SURVEYING**
A LIMITED LIABILITY COMPANY
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

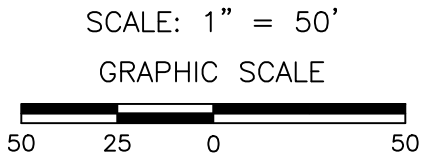
PROJECT NO.:
1104-001
DRAWING NO.:
1104-001-PL1
PLOT DATE:
8/26/2022
PLOT SCALE:
1"=50'
DRAWN BY:
BBP
**SHEET
06 OF 09**



CREEKS CROSSING SECTION 1
FINAL PLAT

CALLLED 90.00 ACRES
(89.579 ACRES PER SURVEY)
GEORGE ECKRICH AND ROBERT A.
CUNNINGHAM AS TRUSTEES OF THE ROBERT
A. CUNNINGHAM DESCENDANT'S TRUST
(DESCRIBED 2013104420)
(CONVEYED 2015102618)
(CORRECTED 2015148058)

GEHAN HOMES, LTD.
68.314 ACRES
(2022039496)



LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD LINE)
L1	N63°17'54"W	78.66'	(N58°59'52"W 80.05')
L2	N78°43'00"E	10.56'	
L3	N63°05'24"W	5.00'	
L4	N26°54'36"E	50.00'	
L5	S63°05'24"E	25.00'	
L6	N65°41'08"W	17.02'	
L7	N24°18'52"E	50.00'	
L8	S65°41'08"E	34.97'	
L9	N78°43'00"E	4.98'	
L10	S23°46'16"W	9.04'	
L11	S65°41'08"E	21.41'	
L12	N69°10'21"E	43.51'	
L13	S14°34'48"E	23.40'	

LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
● ^A	1/2" REBAR WITH "ARPENTEURS" CAP FOUND
○	1/2" REBAR WITH "EARLY BOUNDARY" CAP TO BE SET AFTER FINAL GRADING
● ^M	1/2" REBAR WITH "McANGUS" CAP FOUND
⊠	"X" IN CONCRETE FOUND
⊙	1/2" IRON PIPE FOUND (OR AS NOTED)
⊕	CONTROL POINT/BENCHMARK LOCATION
W.W.L.S.E.	WASTEWATER LIFT STATION EASEMENT
S.E.	SIGN EASEMENT (200500135)
L.S.E.	LANDSCAPE EASEMENT
M.E.	MAINTENANCE EASEMENT
D.E.	DRAINAGE EASEMENT
W.W.L.	WASTEWATER LINE EASEMENT
W.W.E.	WASTEWATER EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
P.O.B.	POINT OF BEGINNING
()	RECORD INFORMATION

GEHAN HOMES, LTD.
68.314 ACRES
(2022039496)

LINETYPE LEGEND	
—————	BOUNDARY LINE
—————	LOT LINE
—————	ADJOINER PROPERTY LINE
- - - - -	EASEMENT/SETBACK LINE

WILLIAM HINES SURVEY NO. 53
ABS. 345

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.:
1104-001
DRAWING NO.:
1104-001-PL1

PLOT DATE:
8/26/2022
PLOT SCALE:
1"=50'

DRAWN BY:
BBP

SHEET
07 OF 09

CREEKS CROSSING SECTION 1
FINAL PLAT

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF _____

KNOW ALL THESE MEN BY THE PRESENTS:

THAT GEHAN HOMES, LTD., A TEXAS LIMITED PARTNERSHIP, BEING THE OWNER OF A CALLED 68.314 ACRE TRACT RECORDED IN DOCUMENT NO. 2022039496 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SITUATED IN THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345 IN TRAVIS COUNTY, TEXAS.

DO HEREBY SUBDIVIDE A 39.898 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOW AS:

CREEKS CROSSING SECTION 1

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

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

GEHAN HOMES, LTD.
A TEXAS LIMITED PARTNERSHIP

BY: _____

NAME: _____

TITLE: _____

PLAT NOTES:

1. NO PORTION OF THIS TRACT IS WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN PER FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM COMMUNITY PANEL NO. 48453C0510H, DATED SEPTEMBER 26, 2008.
2. UNLESS OTHERWISE INDICATED, A 10' WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET ROW ON ALL LOTS.
3. AN EASEMENT 5' IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
4. USE OF PUBLIC UTILITY EASEMENTS BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE HOMEOWNER'S ASSOCIATION.
5. EASEMENTS NOT WITHIN THE LIMITS OF THE PLAT WILL BE PROVIDED BY SEPARATE INSTRUMENT.
6. THIS FINAL PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT.

GENERAL NOTES:

1. ALL DEVELOPMENT WITHIN THIS SUBDIVISION MUST ADHERE TO THE CITY OF ELGIN APPROVED PDD, ZONING AND SUBDIVISION ORDINANCE; RESPECTIVELY TAKING PRECEDENCE IN LISTING ORDER.
2. THE FULLY DEVELOPED CONCENTRATED STORM RUNOFF FOR THE 100 YEAR STORM SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS AND RIGHTS-OF-WAY. DRAINAGE CALCULATIONS WILL BE BASED ON ATLAS 14 RAINFALL INTENSITIES.
3. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR ASSIGNS.
4. PROPERTY OWNER SHALL PROVIDE ACCESS TO DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS TO GOVERNMENTAL AUTHORITIES.
5. ALL STREETS IN THIS SUBDIVISION ARE PUBLIC STREETS, UNLESS NOTED OTHERWISE. ALL ALLEYS ARE PRIVATE AND SHALL BE OWNED AND MAINTAINED BY HOA.
6. ALL STREET, DRAINAGE, SIDEWALKS, EROSION CONTROLS, WATER AND WASTEWATER ARE REQUIRED TO BE CONSTRUCTED AND INSTALLED TO THE CITY OF ELGIN STANDARDS. WHEN NO DETAIL OR STANDARD IS AVAILABLE, THE ENGINEER MAY FOLLOW THE CITY OF AUSTIN DEVELOPMENT MANUALS.
7. OPERATIONS AND MAINTENANCE OF THE DETENTION POND FACILITIES SERVING ALL SINGLE FAMILY LOTS WILL BE OWNED AND OPERATED BY THE HOMEOWNERS ASSOCIATION UNLESS THE CITY ELECTS TO TAKE OVER OWNERSHIP AND MAINTENANCE FROM HOA.
8. NO OBJECTS INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, OR LANDSCAPING AND OTHER STRUCTURES SHALL BE PERMITTED IN DRAINAGE EASEMENTS. FENCES ARE ALLOWED ALONG LOT LINES ONLY, PROVIDED THEY DO NOT OBSTRUCT 100-YEAR FLOWS FOR SURFACE USE DRAINAGE EASEMENTS.
9. SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL PUBLIC STREETS AND SHALL BE 5-FEET WIDE ON EACH SIDE. PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF ELGIN SHALL MEET OR EXCEED 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND APPLICABLE CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
10. THIS SUBDIVISION IS SERVED BY THE CITY OF ELGIN CCN OR WATER SERVICE. WASTEWATER SERVICE WILL BE PROVIDED BY THE CITY OF ELGIN CCN.
11. PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, SITE DEVELOPMENT PERMITS AND BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF ELGIN.
12. THERE ARE NO ENVIRONMENTALLY SENSITIVE AREAS DISCOVERED ON THIS SITE.
13. PUBLIC UTILITY EASEMENTS TO BE USED FOR UTILITY SERVICE PROVIDED TO LOTS WITHIN THIS SUBDIVISION ONLY; NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT.
14. SIDEWALKS SHALL BE INSTALLED ON THE STREET SIDE(S) OF ALL LOTS, EXCEPT AS NOTED HEREIN. WHERE LOT IS NOT RESIDENTIAL USE, THE SIDEWALK SHALL BE INSTALLED WITH SUBDIVISION CONSTRUCTION. PEDESTRIAN RAMPS SHALL BE INSTALLED WITH STREET CONSTRUCTION.
15. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION AND SIMILAR LINES SHALL BE PLACED UNDERGROUND. SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE. AS AUTHORIZED BY V.T.C.A., LOCAL GOVERNMENT CODE CH. 212, THE CITY COUNCIL MAY WAIVE THIS REQUIREMENT FOR GOOD CAUSE, AND PERMIT SUCH LINES TO BE INSTALLED ABOVE GROUND.
16. OPEN SPACE, PARK, AND POND LOTS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION UNLESS THE CITY ELECTS TO TAKE OVER OWNERSHIP AND MAINTENANCE FROM HOA.
17. ENVIRONMENTAL ASSESSMENT HAS BEEN COMPLETED BY HORIZON ENVIRONMENTAL DATED OCTOBER 25, 2021. NO SIGNIFICANT ENVIRONMENTAL FEATURES WERE DISCOVERED AND ALL PROPOSED NEW SITE CONSTRUCTION WILL REMAIN WITHIN THE NON-REPORTING STATUTES FOR NATIONWIDE PERMITTING; INCLUDING TRIBUTARY CROSSINGS OF ANY IDENTIFIED WETLAND WILL REMAIN BELOW THE 0.10 ACRE IMPACT THRESHOLD.
18. ANY ENVIRONMENTAL FEATURES SUCH AS CLASSIFIED WETLANDS OF THE U.S. SHALL BE MITIGATED AND/OR DESIGNED AROUND AS PART OF THE APPLICATION FOR A FINAL PLAT AND CONSTRUCTION PLANS.
19. ALL RESIDENTIAL LOT FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 1-FOOT ABOVE THE NEAREST 100-YEAR FLOOD ELEVATION.

SURVEYOR'S CERTIFICATION:

THE STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

THAT I, ERIC J. DANNHEIM, 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 PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. For review purposes only.

ERIC J. DANNHEIM, R.P.L.S. NO. 6075
SURVEYING BY:
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE _____ DAY OF _____, 20____ A.D. AT _____ O'CLOCK _____ M.,
AND DULY RECORDED ON THE _____ DAY OF _____, 20____ A.D. AT _____
O'CLOCK _____ M., IN SAID COUNTY AND STATE, IN DOCUMENT NUMBER
_____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF
_____, 20____ A.D.

REBECCA GUERRERO, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY _____
DEPUTY

EARLY
LAND SURVEYING
A LIMITED LIABILITY COMPANY

P.O. BOX 92588
AUSTIN, TX 78709
512-202-8631
TBPELS FIRM NO. 10194487

PROJECT NO.:
1104-001
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PLOT DATE:
8/26/2022
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1"=50'
DRAWN BY:
BBP

SHEET
08 OF 09

CREEKS CROSSING SECTION 1
FINAL PLAT

METES AND BOUNDS DESCRIPTION:

A DESCRIPTION OF 39.898 ACRES (APPROXIMATELY 1,737,955 SQ. FT.) OUT OF THE WILLIAM HINES SURVEY NO. 53, ABSTRACT NO. 345, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 68.314 ACRE TRACT DESCRIBED IN THE DEED TO GEHAN HOMES, LTD. RECORDED IN DOCUMENT NO. 2022039496, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 39.898 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found at the southeast corner of said 68.314 acre tract, same being an angle point in the north right-of-way line of Klaus Lane (right-of-way width varies);

THENCE with the south line of said 68.314 acre tract, same being the north right-of-way line of Klaus Lane, North 63°17'54" West, a distance of 78.66 feet to a 1/2" rebar found at the southwest corner of said 68.314 acre tract, same being the southeast corner of a called 1.25 acre tract of land conveyed to Amos J. Wenzel, et ux. In Volume 7867, Page 425 of the Deed Records of Travis County, Texas;

THENCE with the southwest line of said 68.314 acre tract, same being the northeast line of said 1.25 acre tract, North 05°52'36" West, a distance of 271.81 feet to a 1/2" rebar with "Early Boundary" cap set, being an angle point in the southwest line of said 68.314 acre, also being the northeast corner of said 1.25 acre tract, and being the east corner of a called 2.00 acre tract of land conveyed to Darrell Wenzel and Amanda Wenzel in Document No. 2001027311 of the Official Public Records of Travis County, Texas;

THENCE with the southwest line of said 68.314 acre tract, same being the northeast line of said 2.00 acre tract, North 28°34'48" West, a distance of 233.22 feet to a 1/2" rebar with "Early Boundary" cap set, for the southwest corner hereof, from which a 1/2" rebar with "Arpenteurs" cap found at the northwest corner of the 2.00 acre tract, same being the northeast corner of a called 32.3739 acre tract of land conveyed to Randolph O. Wenzel, et ux. in Volume 5552, Page 229 of the Deed Records of Travis County, Texas, bears North 28°34'48" West, a distance of 200.79 feet;

THENCE over and across the 68.314 acre tract, the following twelve (12) courses and distances:

- North 12°24'18" East, a distance of 170.28 feet to a 1/2" rebar with "Early Boundary" cap set;
- With a curve to the left, having a radius of 50.00 feet, a delta angle of 75°42'30", an arc length of 66.07 feet, and a chord which bears North 64°33'02" East, a distance of 61.37 feet to a 1/2" rebar with "Early Boundary" cap set;
- With a curve to the right, having a radius of 15.00 feet, a delta angle of 52°01'12", an arc length of 13.62 feet, and a chord which bears North 52°42'23" East, a distance of 13.16 feet to a 1/2" rebar with "Early Boundary" cap set;
- North 78°43'00" East, a distance of 121.23 feet to a 1/2" rebar with "Early Boundary" cap set;
- North 11°17'00" West, a distance of 50.00 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 78°43'00" West, a distance of 139.31 feet to a 1/2" rebar with "Early Boundary" cap set;
- With a curve to the right, having a radius of 20.00 feet, a delta angle of 72°45'25", an arc length of 25.40 feet, and a chord which bears North 64°53'44" West, a distance of 23.73 feet to a 1/2" rebar with "Early Boundary" cap set;
- North 28°30'29" West, a distance of 209.97 feet to a 1/2" rebar with "Early Boundary" cap set;
- North 61°29'31" East, a distance of 125.00 feet to a 1/2" rebar with "Early Boundary" cap set;
- North 28°30'29" West, a distance of 691.00 feet to a 1/2" rebar with "Early Boundary" cap set;
- North 15°42'19" West, a distance of 197.33 feet to a 1/2" rebar with "Early Boundary" cap set;

12. North 45°07'34" West, a distance of 152.89 feet to a 1/2" rebar with "Early Boundary" cap set in the west line of the 68.314 acre tract same being in the east line of a called 90.00 acre tract of land described in Document No. 2013104420 of the Official Public Records of Travis County, Texas, conveyed to George Eckrich and Robert A. Cunningham as trustees of the Robert A. Cunningham Descendant's Trust in Document No. 2015102618 and corrected in Document No. 2015148058, both of the Official Public Records of Travis County, Texas, from which a 5/8" rebar found at the southwest corner of the 68.314 acre tract and an angle point in the east line of said 90.00 acre tract bears South 44°48'23" West, a distance of 279.08 feet;

THENCE with the west line of the 68.314 acre tract, same being the east line of said 90.00 acre tract, North 44°48'23" East, a distance of 258.84 feet to a 1/2" rebar with "Early Boundary" cap set, from which a 5/8" rebar found for an angle point in the common line of the 68.314 acre tract and the 90.00 acre tract bears North 44°48'23" East, a distance of 12.29 feet;

THENCE over and across the 68.314 acre tract, the following twenty-six (26) courses and distances:

- South 66°13'44" East, a distance of 129.54 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 23°46'16" West, a distance of 9.04 feet to a 1/2" rebar with "Early Boundary" cap set;
- With a curve to the right, having a radius of 15.00 feet, a delta angle of 52°01'12", an arc length of 13.62 feet, and a chord which bears South 49°46'53" West, a distance of 13.16 feet to a 1/2" rebar with "Early Boundary" cap set;
- With a curve to the left, having a radius of 50.00 feet, a delta angle of 193°29'49", an arc length of 168.86 feet, and a chord which bears South 20°57'26" East, a distance of 99.31 feet to a 1/2" rebar with "Early Boundary" cap set;
- With a curve to the right, having a radius of 15.00 feet, a delta angle of 26°00'36", an arc length of 6.81 feet, and a chord which bears North 75°17'57" East, a distance of 6.75 feet to a 1/2" rebar with "Early Boundary" cap set;
- With a curve to the right, having a radius of 15.00 feet, a delta angle of 26°00'36", an arc length of 6.81 feet, and a chord which bears South 78°41'26" East, a distance of 6.75 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 65°41'08" East, a distance of 21.41 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 24°18'52" West, a distance of 110.00 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 39°07'14" East, a distance of 55.90 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 65°41'08" East, a distance of 100.00 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 13°51'46" West, a distance of 94.68 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 65°41'08" East, a distance of 110.23 feet to a 1/2" rebar with "Early Boundary" cap set;
- North 69°10'21" East, a distance of 43.51 feet to a 1/2" rebar with "Early Boundary" cap set;
- With a curve to the left, having a radius of 50.00 feet, a delta angle of 12°15'45", an arc length of 10.70 feet, and a chord which bears South 26°57'31" East, a distance of 10.68 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 26°54'36" West, a distance of 117.73 feet to a 1/2" rebar with "Early Boundary" cap set;
- South 14°34'48" East, a distance of 23.40 feet to a 1/2" rebar with "Early Boundary" cap set;

17. South 63°05'24" East, a distance of 134.50 feet to a 1/2" rebar with "Early Boundary" cap set;

18. North 26°54'36" East, a distance of 153.56 feet to a 1/2" rebar with "Early Boundary" cap set;

19. North 63°05'24" West, a distance of 5.00 feet to a 1/2" rebar with "Early Boundary" cap set;

20. North 26°54'36" East, a distance of 50.00 feet to a 1/2" rebar with "Early Boundary" cap set;

21. South 63°05'24" East, a distance of 25.00 feet to a 1/2" rebar with "Early Boundary" cap set;

22. North 26°54'36" East, a distance of 1014.46 feet to a 1/2" rebar with "Early Boundary" cap set;

23. North 65°41'08" West, a distance of 17.02 feet to a 1/2" rebar with "Early Boundary" cap set;

24. North 24°18'52" East, a distance of 50.00 feet to a 1/2" rebar with "Early Boundary" cap set;

25. South 65°41'08" East, a distance of 34.97 feet to a 1/2" rebar with "Early Boundary" cap set;

26. North 24°18'52" East, a distance of 122.46 feet to a 1/2" rebar with "Early Boundary" cap set in the north line of the 68.314 acre tract, same being the south line of a called 11.365 acre tract of land conveyed to Adrene L. Bracewell in Document No. 2014014537 of the Official Public Records of Travis County, Texas, from which a 1/2" rebar found at the southwest corner of the 11.365 acre tract bears North 66°09'56" West, a distance of 284.29 feet;

THENCE with the north line of the 68.314 acre tract, same being the south line of said 11.365 acre tract, South 66°09'56" East, a distance of 98.34 feet to a 1/2" rebar found for an angle point in the north line of the 68.314 acre tract, same being the southeast corner of the 11.365 acre tract, also being the southwest corner of a called 205.381 acre tract of land conveyed to ATX Elgin Dev LLC in Document No. 2021141877 of the Official Public Records of Travis County, Texas;

THENCE continuing with the north line of the 68.314 acre tract, same being the south line of said 205.381 acre tract, South 65°08'05" East, a distance of 520.82 feet to a 3/4" inch iron pipe found at the northeast corner of the 68.314 acre tract, same being an angle point in the south line of the 205.381 acre tract, also being the northwest corner of Lot 15, Block D, Westwind Subdivision Section 3, a subdivision of record in Document No. 201400175 of the Official Public Records of Travis County, Texas;

THENCE with the east line of the 68.314 acre tract, same being the west line of Blocks C and D, Westwind Subdivision Section 3, the west terminus of Willow Sage Lane (50' right-of-way), and the west line of Block C, Westwind Subdivision Section 2, a subdivision of record in Document No. 200600058 of the Official Public Records of Travis County, Texas, South 26°31'43" West, a distance of 950.33 feet to a 1/2" rebar with illegible cap found for an angle point in the common line of the 68.314 acre tract and Lot 5, Block C, Westwind Subdivision Section 2;

THENCE continuing with the east line of the 68.314 acre tract, same being the west line of Block C, Westwind Subdivision Section 2, the west terminus of Crestwind Lane (60' right-of-way), and the west line of Blocks C and A, Amended Plat of Westwind Subdivision Section 1, a subdivision of record in Document No. 200500135 of the Official Public Records of Travis County, Texas, South 26°37'44" West, a distance of 1233.13 feet to a 1/2" rebar with "Early Boundary" cap set at an angle point in the common line of the 68.314 acre tract and Lot 41, Block A, Amended Plat of Westwind Subdivision Section 1;

THENCE continuing with the aforementioned common line, South 28°11'40" West, a distance of 499.61 feet to the POINT OF BEGINNING, containing 39.898 acres of land, more or less.

EARLY LAND SURVEYING A LIMITED LIABILITY COMPANY	PROJECT NO.: 1104-001
	DRAWING NO.: 1104-001-PL1
P.O. BOX 92588 AUSTIN, TX 78709 512-202-8631 TBPELS FIRM NO. 10194487	PLOT DATE: 8/26/2022
	PLOT SCALE: 1"=50'
	DRAWN BY: BBP
	SHEET 09 OF 09

GENERAL CONSTRUCTION NOTES

- These drawings and documents are submitted to the Owner of the project for review and approval prior to any release for bidding or construction. Contractors shall receive all bid information, instructions, bid forms, general terms and conditions, and all other required clarification from the Owner's Authorized Representative administering this project. Unless otherwise indicated, the Owner's Representative for this project shall be a specifically designated Landscape Architect from SEC Planning. The contractor will also be required to coordinate and correspond with the Landscape Architect from SEC Planning and key consultants for the Owner.
- These drawings supplement other contractual information which includes Bid Instructions and Project Specifications. Anything mentioned in the Project Specifications and not in the drawings, or vice-versa, shall be of like effect as if shown on or mentioned in both. In case of a discrepancy between Drawings or Project Specifications, the matter shall be immediately submitted to the Owners Representative; without his decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The contractor shall not take advantage of any apparent error or omission on the Drawings or in the Specifications. In the event the Contractor discovers such error or omission, they shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Contractor to fulfill the intent of the Contract.
- The intent of these drawings, details and associated specifications is for the Contractor to provide the Owner with a complete, accurate, functionally and technically sound project as generally described in these documents. In most cases, unless explicitly noted otherwise, drawing symbols are used to represent complete-in-place systems to be provided as part of the base bid. All elements shown or implied by the drawings, if not specifically detailed or specified, shall be installed per building codes, manufacturer's recommendations, state highway department standards, city standards and specifications and standard industry practices.
- All plan quantities provided are approximate only. The Contractor is responsible for their own plan take-offs and accuracy of their bid based on actual site conditions. The contractor shall not take advantage of any apparent error or omission on the Drawings or in the Specifications. In the event the Contractor discovers such error or omission, they shall immediately notify the Owner's Representative. The Owner's Representative will then make such clarification and interpretations as may be deemed necessary for the Contractor to fulfill the intent of the Contract.
- All work within this project shall conform to current local codes, ordinances, as well as all other applicable governing regulations in effect.
- All range points, ties, benchmarks or other survey control points which may be encountered during construction, must be preserved or modified/recorded by a registered surveyor at the Contractor's expense. Immediately upon discovery, the Contractor shall notify the Owner's Representative of any survey control points found and obtain direction prior to proceeding with construction.
- The Contractor shall coordinate and obtain all permits which are necessary to perform the proposed work. Owner is to pay for all construction permits unless otherwise indicated in the Contract Documents. Contractor shall obtain, at his expense, all specialty permits needed for specific items included with the work, unless otherwise indicated in the Contract Documents. Should the Contractor commence work, prior to obtaining the required permits or jurisdictional approvals, the Contractor shall be responsible corrections, modifications, replacement or removal of the non-permitted work.
- It is the Contractor's responsibility to be aware of and comply with all notifications and inspection requirements of the Jurisdiction.
- Unless specifically noted otherwise in the Contract Documents, the Contractor shall obtain and coordinate all technical tests and reports by a certified independent laboratory or agency as outlined in the Specifications or these Drawings. The Owner may, at the Owner's sole discretion, provide separate testing and/or inspection service and the Contractor is required to fully coordinate with those consultants/contractors. Owner is to pay for all soils and materials testing.
- An Existing Condition Survey may have been provided to the Owner by registered surveyors under separate contracts for the basis of design. It is not to be considered as part of these Contract Documents. If provided, these survey plans may have been reformatted and included in these documents. The Contractor is required to visit the site to verify information. Without exception, any deviations or omissions found between these plans and existing site conditions shall immediately be brought to the attention of the Owner's Representative, but will not be considered as basis for additional payment except as allowed in change order process per General Conditions and Supplementary Conditions under the "Owner-Contractor Agreements/Contracts". For official survey information, Contractor may wish to contact the Owner, or Owner's surveyor at the Contractors expense.
- Existing utility information and utility information for proposed work by others that is shown in these documents is approximate and for general information only. It is not intended to depict exact locations of all utilities. The Contractor shall obtain and coordinate all technical tests and reports by a certified independent laboratory or agency as outlined in the Specifications or these Drawings. The Owner may, at the Owner's sole discretion, provide separate testing and/or inspection service and the Contractor is required to fully coordinate with those consultants/contractors. Owner is to pay for all soils and materials testing.
- These drawings do not specify safety materials, staffing, equipment, methods or sequencing to protect persons and property. It shall be the Contractor's sole responsibility to direct and implement safety operations, staffing, procedures to protect the Owner and his representatives, new improvements, property, other contractors, the public and others.
- The Contractor shall meet periodically with the Owner's Representative to determine marshalling areas, on-site storage, and contractor staff parking and to coordinate security issues, construction sequencing/phasing, scheduling, and maintaining public, emergency, handicapped or operations access before starting the related work. The Contractor shall meet any "Construction Criteria" or requirements shown on any Contract Documents, phasing plans or any imposed plan by the Owner as a part of the Base Bid.
- Some work in this Contract may occur concurrent with work by others. Phasing, sequencing and coordination, with work by others, and on-going facility operations in and around the site area, is a part of the scope of work for this project. Notice to proceed with work in any general area shall be obtained from the Owner.
- The Contractor will be required to complete all the work of this project according to these proposed drawings or subsequent clarification. A strict period of performance, including dates of substantial completion (for all and/or portions) and liquidation damages may be an integral element of the Contract.
- Any site improvements requiring removal under this contract shall be properly and legally disposed off-site or, at the Owner's option, surrendered/stockpiled in an approved on-site location per the direction of the Owner or Owner's Representative.
- The Contractor is required to maintain a complete and "up-to-date" set of all Contract Documents, including clarifications, change orders, etc., in good condition, at the construction site at all times. This set of documents will be made immediately available for review by the Owner's Representative and/or authorized Consultants upon request. Complete "As-Built" drawings and document submittals are also a requirement of this contract.
- Maintenance, warranties and performance guarantees may be a requirement of this contract - see specifications.
- Notes and details on specific drawings shall take precedence over general notes and typical details. The Contractor shall refer to all other Division Notes, Sheets Notes, Drawings and Project Contract Documents for additional information.
- Contractor shall refer to other related drawings for all other related improvements that will impact this project and require coordination. Drawings may be made available to the Contractors at request.

TREE PROTECTION NOTE

- All existing trees shall be protected from construction activities within construction zone. During which time, the use of a silt or chain link fence is required around each singular or group of protected trees. Parking of construction vehicles, equipment, and stockpiles within tree root zones is strictly prohibited. Contractor shall be responsible for any damage incurred to existing trees, including replacement, fees, fines or reimbursement to owner for said damages and, or to the City or Jurisdiction with governing authority per the Tree Ordinance.

OAK WILT PREVENTION NOTE

- If Oak Wilt is found on site within work zone, owner must be notified and the following procedures must be followed in accordance with USDA standards, (<http://www.na.fs.fed.us>) including disinfecting construction removal devices, tree removal and treatment to prevent development of spore mats. These treatments include debarking, chipping and drying the wood, covering dead wood with plastic, burying the edges for six months and air drying for a similar amount of time to kill fungus and associated insects off site at state designated facility.

SIDEWALK NOTES:

- Layout of concrete walkways shall be staked in the field and review by the Owner or Owner's Representative prior to construction. At that time walk may be adjusted as needed, using the Hardscape Plan as a guide. All grades and layout shall be confirmed prior to construction. Notify Owner and Owner's Representative of any conflicts or deviations to the issued plans.
- All pedestrian paths shall be in compliance with all current Texas Accessibility Standards (T.A.S.) and ADA standards.
- All walkway grades shall have a running slope of no greater than 4.7% (1:21) and a cross-slope that is not greater than 1.5% (1:66).
- Slopes at or between 5.0% (1:20) and 8.3% (1:12) must have hand rails on both sides with ADA compliant level landings, and cross-slopes shall not exceed 1.5% (1:66).

HARDSCAPE LAYOUT AND INSTALLATION

- All work shown shall be field staked and subject to field verification, review and approval by the Owner or Owner's Representative prior to any constructions or demolition. Field staking of all proposed work and adjacent construction (even if future work by others) may be required by the Owner's Representative prior to approval of all improvements and adequate stakes shall be provided by Contractor's surveyor.
- To expedite, the layout of the site layout coordinates and/or grids may have been established in the Drawings. These points shall be field staked by the Contractor's surveyor as a part of this contract. The establishment of these points shall be approved by the Owner's Representative prior to any construction in those areas and will assist the Contractor in the layout of all site improvements as shown on drawing or otherwise.
- The construction tolerances for this project are minimal and the dimensions shown are to be strictly adhered to.
- Computed dimensions shall take precedence over scaled dimensions. Large scale drawings shall take precedence over small scale drawings. Dimensions shown with (+/-) shall be the only layout information allowed to vary, and may only vary to the tolerances given.
- The Contractor is responsible to provide complete-in-place systems, and a complete project. Any intermittent or periodic approvals received for portions of work, stakes, grades, or forms (by the Owner or Owner's Representative, Architects, Engineers, or others) shall not waive the Contractor's requirements to comply with the intent of any and all portions of this contract.
- All locations for walks, roads, swales, walls, curbs, structures etc. shall be staked by the Contractor. All layout information is based on ground coordinates and the Contractor shall meet with the owner's surveyors and engineers to clarify all datum, benchmark and control point requirements. Specific layout information will be provided to the Contractor by the Owner's Representative in AutoCAD (.dwg) format when requested.
- It is the intent and requirement of this contract to provide curvilinear walks, walls and curbs with smooth transitions and arcs (both horizontal and vertical). Straight segments and abrupt transitions will not be accepted unless shown as such on the plans. Wood curving forms may be required to obtain the proper effects.
- Hardscape improvements that are to be constructed per the drawings, shall be coordinated on site with the Owner's Representative, and be field staked or painted for approval of layout by the Owner's Representative prior to installation. Notify the Owner's Representative a minimum of 24 hours in advance for review. Improvements installed without field approval by Owner's Representative may be rejected and will be replaced at Contractors expense. At the time of staking, the Contractor shall confirm the quantity of the improvements match the approved contract. In the event the Contractor discovers such a discrepancy, he shall immediately notify the Owner's or Owner's Representative for direction on how to proceed, prior to commencing work.
- All lot fencing or lot screen walls shall be placed on the property line or property boundary. Contractor shall confirm final location by field staking, to be reviewed by the Owner or Owner's Representative prior to construction.
- Rock gravel, rock mulch, synthetic mulch should be installed over weed barrier fabric. Weed barrier fabric should overlap edges a minimum of 6".

GRADING NOTES

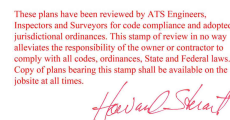
- The Contractor shall obtain and review the Summary Report and Recommendations prepared by the geotechnical engineers and fully understand the existing soil conditions encountered prior to submitting bid. The Contractor shall comply with all recommendations made by the geotechnical engineers, civil engineers, structural engineers and Owner's Representative, as designated in the soil report, on these drawings, specified, or as directed during field observations and inspections.
- All earthwork operations will be subject to full inspection and regular testing by a qualified soils and materials engineer and this Contractor shall be responsible to coordinate scheduling, notification and procuring test results and documentation as required. The Contractor shall notify the Owner's Representative of any subsoil conditions encountered, which vary from those found during previous soil investigations and/or that may not have been known during design. Any failed tests which must be retested will be a Contractor's expense.
- All earthwork operations shall be conducted in strict compliance with the project specifications including but not limited to:
 - Full locating, investigating and protection of ALL existing utilities to remain.
 - Removal of any organic materials or debris.
 - Stripping and stockpiling of all topsoil in approved location(s).
 - Removal of all unstable fill materials encountered.
 - Scarification and re-compaction to the minimum depth as specified and/or directed within all areas to receive fill, pavements or structures.
 - All classifications of "excavation" as required to meet proposed lines, grades, typical cross sections and improvement elevations.
 - Placement, shaping, and structural compaction of all classifications of "fill" or "embankment" as required to meet proposed lines, grades, typical cross sections and improvement elevations.
 - Providing dewatering, optimum moisture control, climate protection, dust control, erosion control and all other specified treatments.
 - Replacement of topsoil after grading changes have been accomplished.
- See, and comply with, all specifications for depth of moisture density treatments, controls and compaction requirements.
- These grading plans are intended to show vertical control of the site and are based upon the benchmarks, existing elevations and topography as provided by the Owner's surveyor. However, the Contractor, upon submittal of bid, agrees to accept the site grades and make all adjustments required to accomplish the work as proposed. Additionally proposed design elevations for adjacent construction projects may have to be incorporated if necessary. (Construction drawings for work by others, if applicable, are available upon request). Staking of future adjacent improvements, by this contract phase or by others, may be required if directed by the Owner's Representative to ensure proper coordination and requested staking is to be provided as part of this Base Bid.
- The Contractor shall verify all existing grades to remain and all adjacent new construction grades for compliance with those shown, prior to bid and construction. All deviations or conflicts with proposed work shall be reported immediately (with follow-up written) notice within 24 hours to the Owner's Representative for direction to proceed, but will not be considered as basis for additional payment except as allowed in change order process per General Conditions and Supplementary Conditions under the existing "Owner-Contractor Agreements/Contracts".
- The plans may call for specific temporary benchmarks to be transferred to the site by a certified surveyor and accurately established on site as a part of this contract. Contractor shall verify all benchmarks and information used in design and compare to existing conditions.
- It is this Contractor's responsibility to provide proper positive drainage throughout this contract area. Field conditions shall be verified in conjunction with the proposed elevations to ensure that adequate drainage is provided. Report deviations or conflicts to Owner's Representative. Unless otherwise indicated, minimum slope for paved surfaces shall be 1% and minimum slope for non-paved areas shall be 2%. Slope away from all structures shall be 3% minimum, for a distance of 5' minimum. Maximum ground slopes to be 4' horizontal to 1' vertical, unless otherwise approved in advance.
- All design elevations shown are "finished grades" unless otherwise indicated. Contractors shall refer to drawings, details and specifications regarding depth of sub-grade materials required to construct project improvements.
- All topsoil and/or drainage way muck excavation shall be saved and stockpiled in approved locations for future use.

LIGHTING

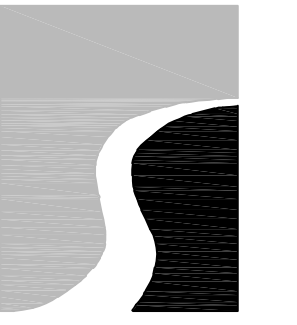
- Landscape lighting system is to be installed by a licensed electrician with documented experience in installing lighting systems of similar scope within the last two years. The Contractor is to supply a complete lighting system including all associated equipment such as conduit, weather proof and/or water proof junction boxes, ballasts, connectors, harnesses, time clocks, photocells, etc.
- The Contractor shall review proposed layout of lighting system and all related equipment locations with the Owner or Owner's Representative prior to commencing installation.
- After installation the Contractor will be required to adjust light fixtures until the Owner's Representative is satisfied with the desired effect. This will require the Contractor and/or the Contractor's electrician to meet with the Owner and Owner's Representative after sunset. This adjustment is to be included in the base Bid amount.
- The Contractor shall provide a two year warranty on all equipment including lamps, ballasts and installation.
- Independent ballasts, if required, shall be "ganged" in an inconspicuous, accessible location in a horizontal, weatherproof box or tray near ground level. Mounting of ballast in trees will not be allowed without written authorization from the Owner's Representative.
- All exposed boxes, trays, conduit, etc. shall be painted by the contractor to blend in with surrounding landscape elements.
- All equipment shall be U.L. listed and installation shall comply with N.E.C. and all other applicable codes.
- All lights are to be controlled by a photocell on and timer off system unless specified otherwise on the drawings.
- All wire run underground must be in rigid conduit.
- Plan layout of underground wiring to minimize disturbance to the roots of existing trees. If underground wiring must pass through the critical root zone of protected trees, trenching and related work must be performed by hand. No mechanical trenching is permitted within the Critical Root Zone.
- Tree lighting (if applicable):
 - Install Karlock (or equal) flexible conduit from base of tree to a minimum eight foot height above ground. At the end of the conduit install a waterproof hub (for single cable) or W-P bell box for multiple cables. Paint conduit and box to match tree trunk. Use SJO electrical cord from conduit to light fixture. Attach cord to tree using long galvanized cord staples or other approved method. Provide a 36" loop of extra cord at the light fixture to allow for light adjustment and tree growth.
 - Attach light fixtures to trees utilizing galvanized mounting plates drilled for hub connection with a minimum of two mounting screws. Mounting screws are to be ¼-20 threads x 5" length (one end wood screw threads and the other end bolt threads). Install at least two inches of thread into tree and install with at least two inches between tree and mounting plate.
 - All tree downlights are to be mounted in the top third of the tree canopy.
 - All fixtures are to be located, adjusted as needed and shielded to prevent glare, light trespass on to adjacent properties or Rights-of-way.

Exhibit B

THIS SET TO
REMAIN
ON-SITE



PERMIT DOCUMENTS



SEC Planning, LLC

LANDSCAPE ARCHITECTURE
LAND PLANNING

4201 W. Parmer Lane Bldg A Suite 220
Austin, TX 78727
753.2.2467003

www.secplanning.com
info@secplanning.com

GEHAN HOMES, LTD

3815 SOUTH CAPITAL OF TEXAS HIGHWAY
SUITE 275
AUSTIN, TEXAS 78704



05/22/2023

LANDSCAPE IMPROVEMENT PLANS
ENTRY SIGN LAYOUT
CREEKS CROSSING
ELGIN, TEXAS

Drawing File Name
\\1210240-GEHAN\CadFiles\LA\Signage\LN-1.dwg

Issued:	
1. Client Review	04/03/2023
2. City Comments	05/22/2023
3.	
4.	
5.	
Revisions:	
1.	
2.	
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5.	
Issue Date:	05/22/2023

Drawn By: JL
Reviewed By: DB

Project No.
210240-GEHAN

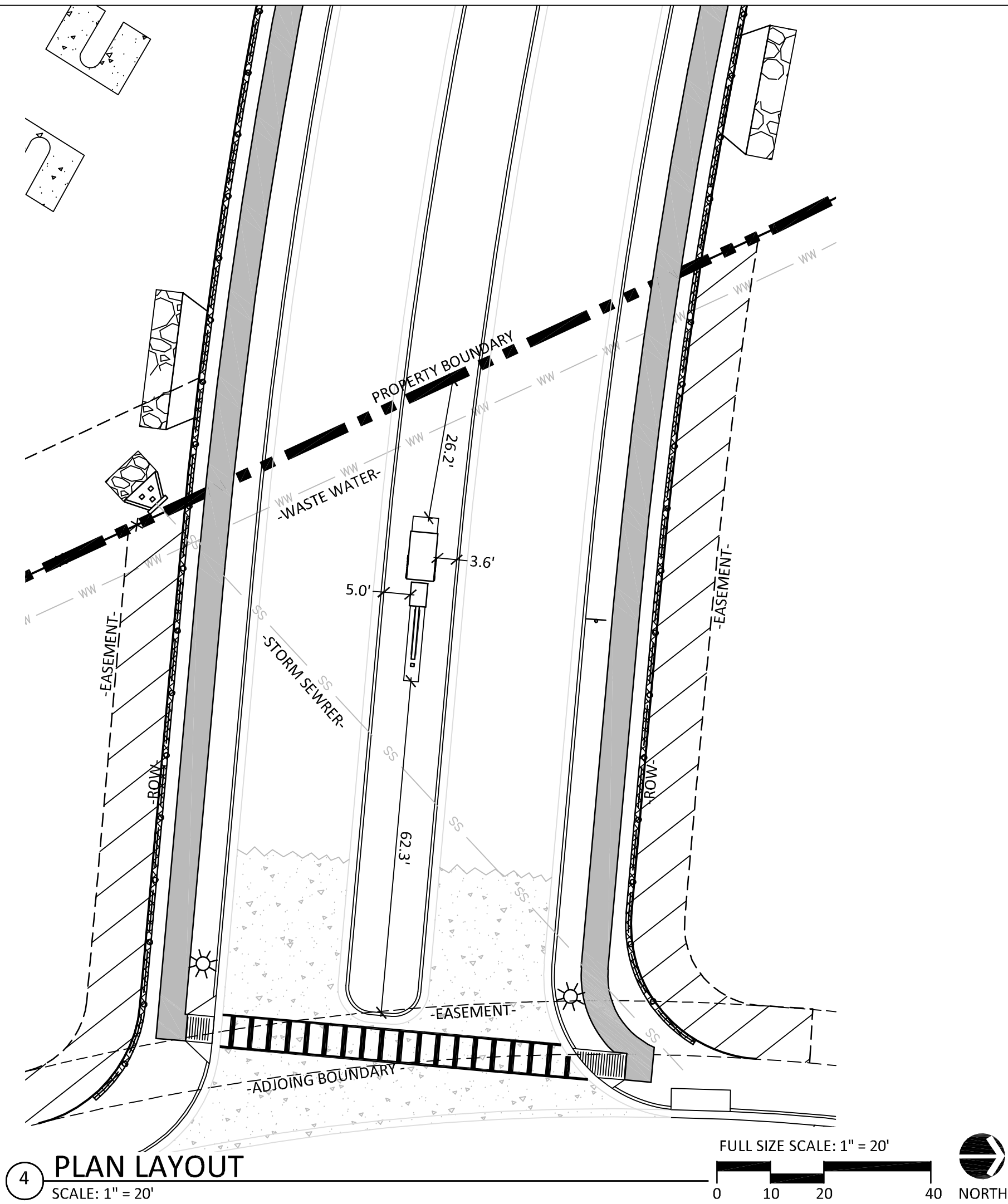
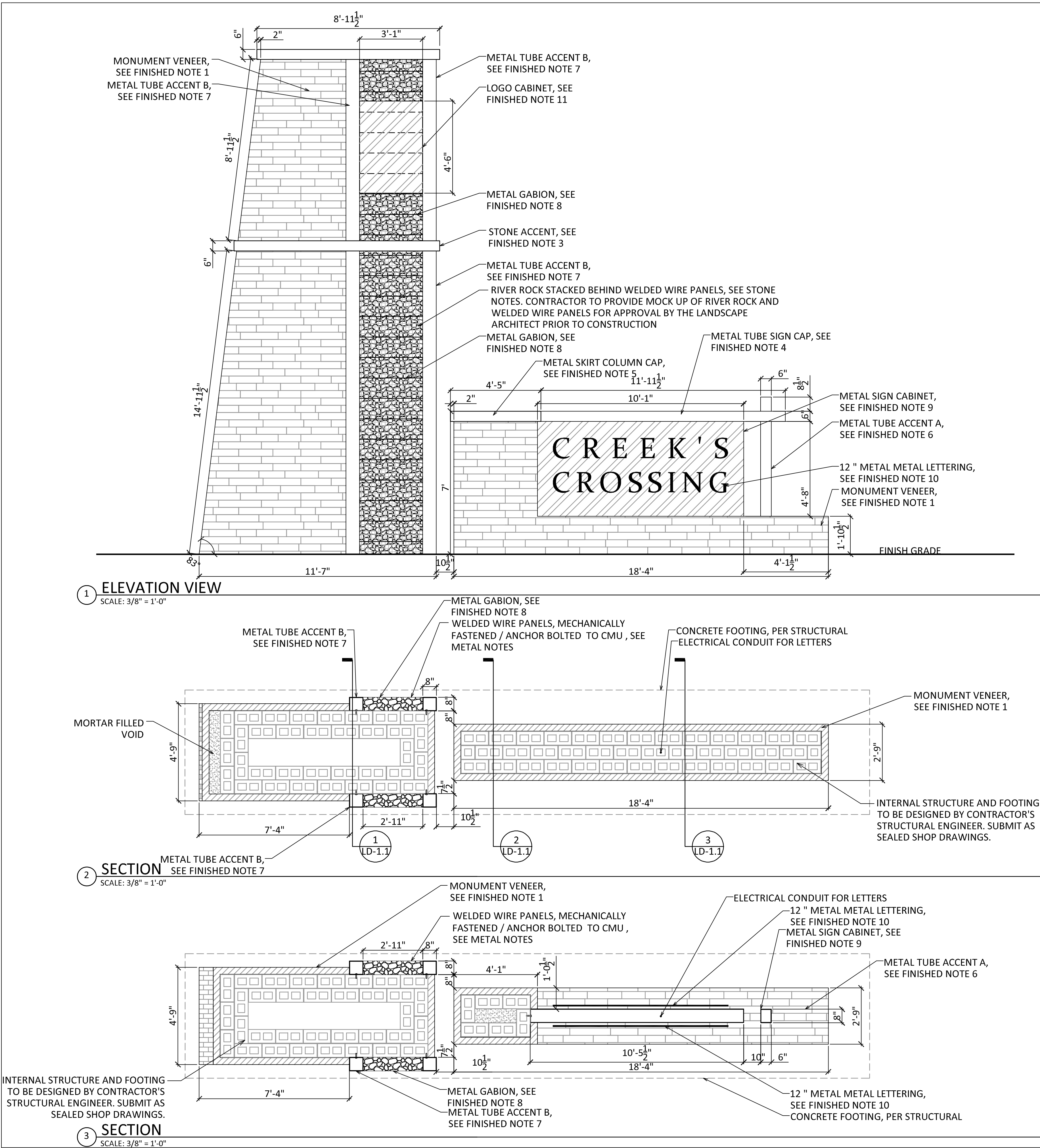
**CONSTRUCTION
NOTES**

Sheet No.
LN-1

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SEC Planning, LLC

LANDSCAPE ARCHITECTURE
LAND PLANNING

4201 W. Parmer Lane Bldg A Suite 220
Austin, TX 78727
T 512.246.7083
www.secplanning.com
info@secplanning.com

GEHAN HOMES, LTD

3815 SOUTH CAPITAL OF TEXAS HIGHWAY
SUITE 275
AUSTIN, TEXAS 78704

REGISTERED LANDSCAPE ARCHITECT
BENEDICT P. DEBELACK
STATE OF TEXAS
05/22/2023

LANDSCAPE IMPROVEMENT PLANS
ENTRY SIGN LAYOUT
CREEKS CROSSING
ELGIN, TEXAS

Drawing File Name
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Issued:	
1. Client Review	04/03/2023
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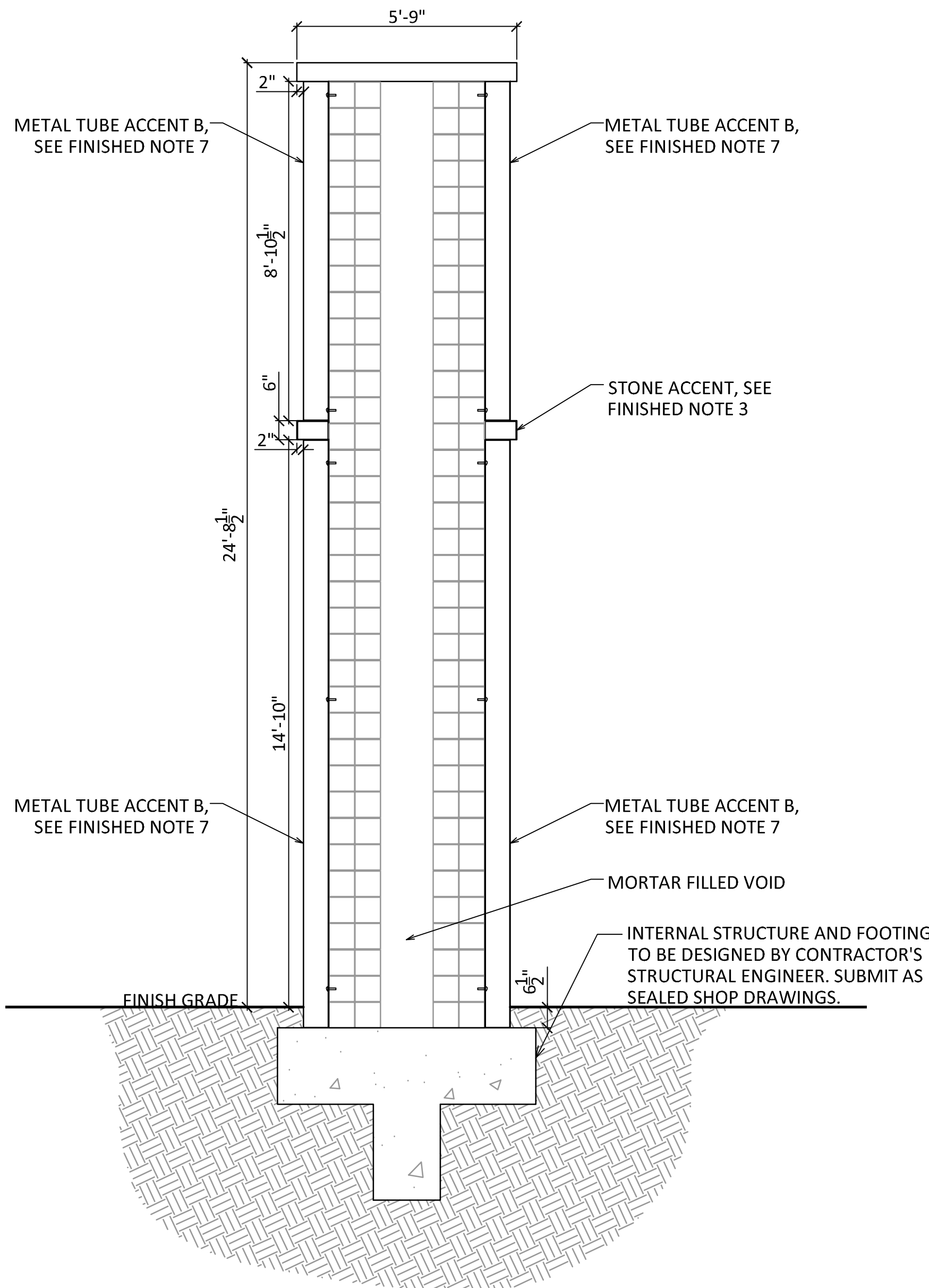
Drawn By: JL
Reviewed By: DB

Project No.
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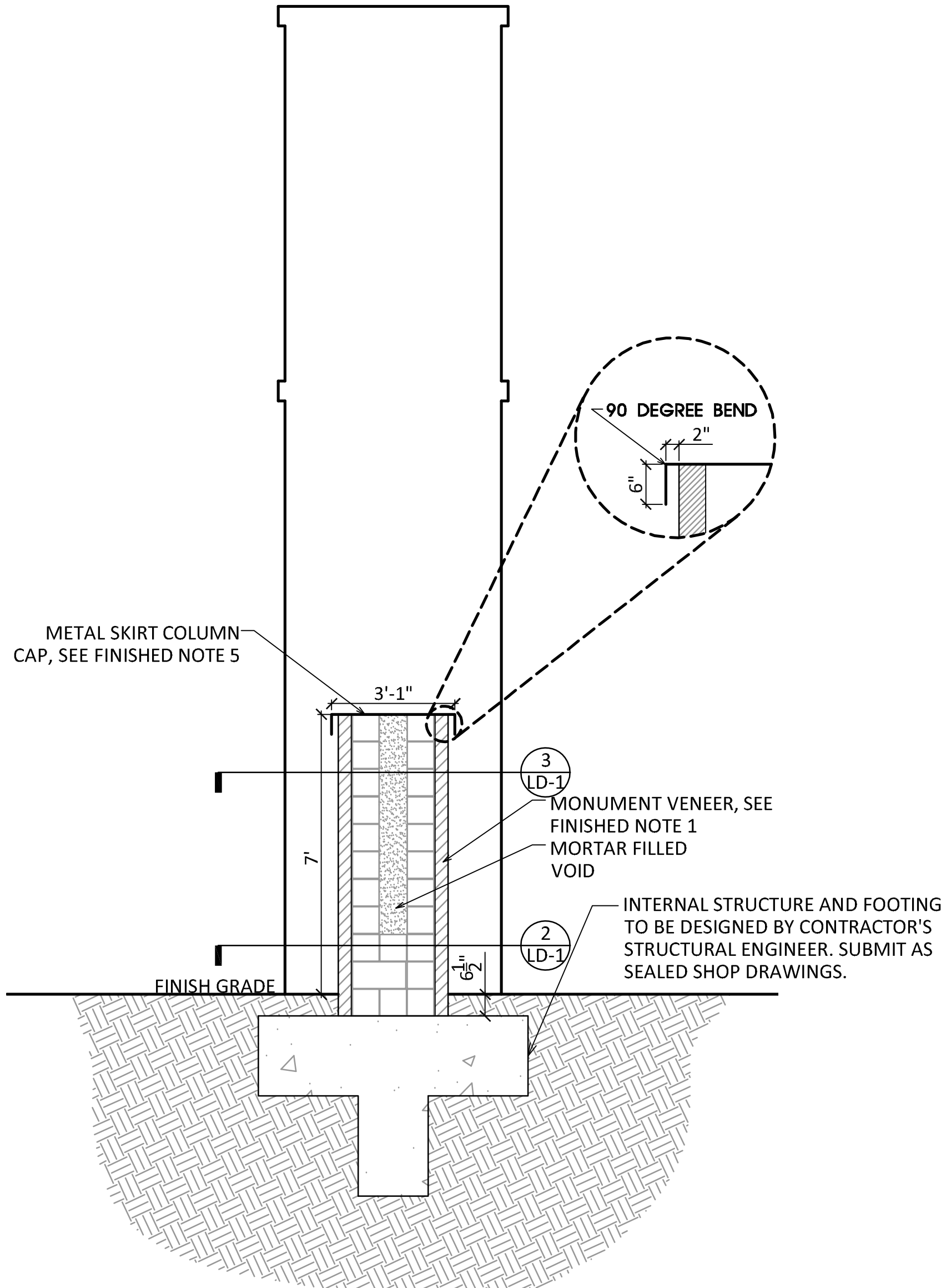
SIGN DETAIL

Sheet No.
LD-1.0 of

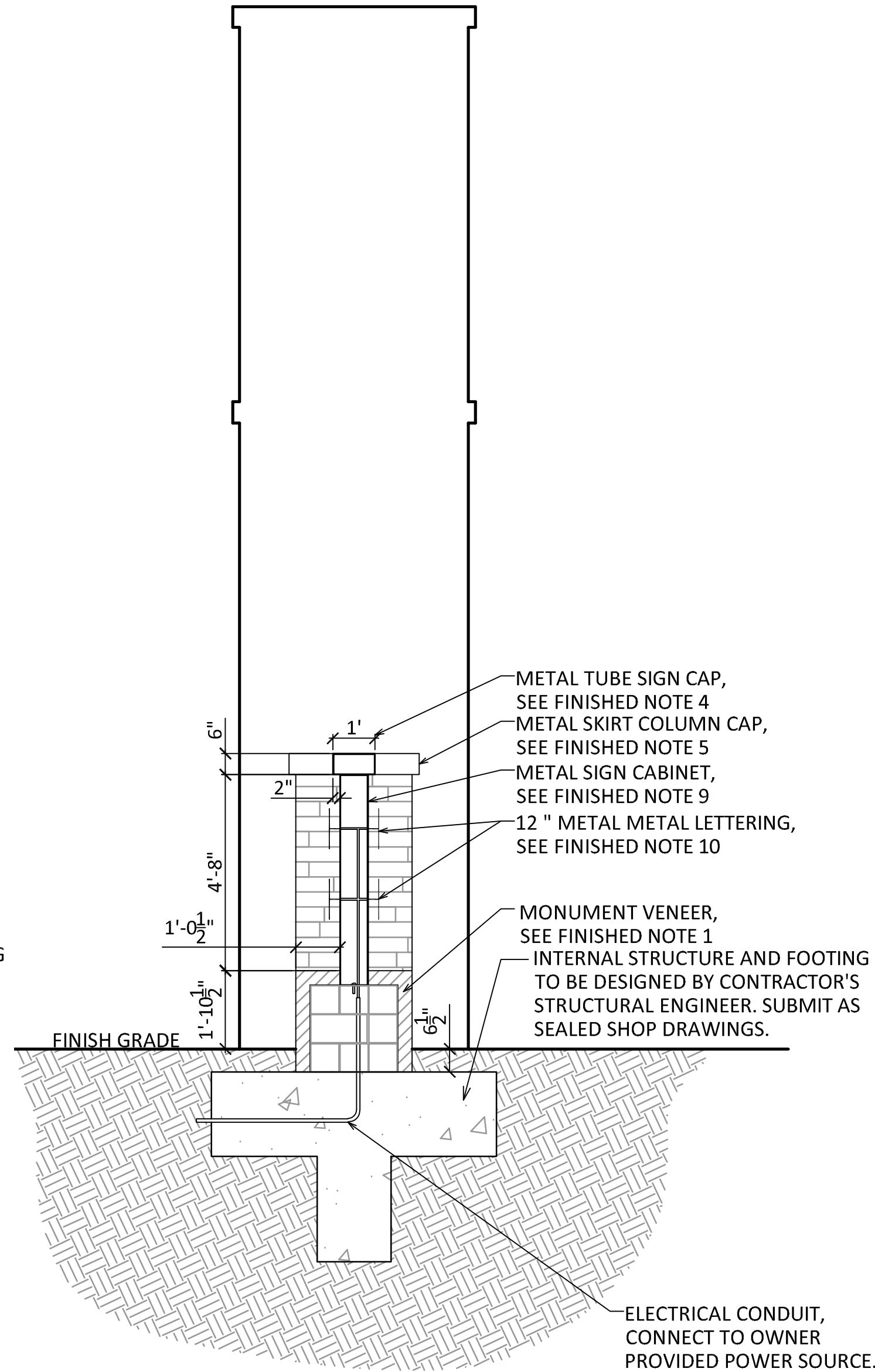
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1 TOWER SECTION
SCALE: 3/8" = 1'-0"



2 SIGN COLUMN SECTION
SCALE: 3/8" = 1'-0"



3 SIGN FACE SECTION
SCALE: 3/8" = 1'-0"

NOTE: SIGN WILL BE CONSTRUCTED WITHIN ACCORDANCE OF 2021 IBC & 2020 NEC

DRAWING ARE APPROXIMATE. FINAL DESIGN AND SPECIFICATIONS TO BE DETERMINED BY THE STRUCTURAL ENGINEER AND CONTRACTOR. FINAL DESIGN AND SPECIFICATIONS TO COMPLY WITH CITY SIGN REGULATIONS AND MATCH DESIGN INTENT AS SHOWN IN DRAWINGS.

WELDING NOTE:
ALL WELDS SHALL BE GROUND SMOOTH. NO SLAGS, DRIPS, ETC. WILL BE ACCEPTED.

ELECTRICAL NOTE:
CONTRACTOR TO PROVIDE DRAWINGS BY A LICENSED ELECTRICIAN. DRAWINGS MUST INCLUDE LOCAL DISCONNECT SWITCH.

STRUCTURAL NOTE:
CONTRACTOR TO PROVIDE DRAWINGS BY A LICENSED STRUCTURAL ENGINEER. SUBMIT AS SEALED SHOP DRAWINGS.

CONTRACTOR SHALL PROVIDE 4"x4" MOCK-UPS OF STONE VENEER AND CAPS, FACE MATERIAL, LETTERING AND LOGO. VERIFY FONT AND WORDING WITH OWNER. ALL MOCK-UPS AND SAMPLES SHALL BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO ORDERING/FABRICATION.

CAD WILL BE PROVIDED FOR SIGN FABRICATION AS CALLED OUT.

SIGN FINISH NOTES

STONE SPECIFICATIONS:

1. MONUMENT VENEER

- 4" THICK STONE VENEER
- OPTION 1: 1 1/4" ARCTIC GREY LEDGSTONE
- OPTION 2: 2 1/4" MONTANA LEDGESTONE
- OPTION 3: 2 1/4" - 7 3/4" MONTANA LEDGESTONE
- SUPPLIER BY: COBRA STONE (512-746-5600)

2. TOWER CAP

- 6" THICK TOWER CAP WITH 2" OVERHANG
- SAW CUT ALL SIDES & SANDED SMOOTH
- COLOR: GREY LUEDERS
- SUPPLIER BY: COBRA STONE (512-746-5600)

3. STONE ACCENT

- 6" STONE ACCENT WITH 2" OVERHANG
- SAW CUT ON ALL SIDES & SANDED SMOOTH
- COLOR: GREY LUEDERS
- SUPPLIER BY: COBRA STONE (512-746-5600)

SIGN MATERIALS SPECIFICATION:

4. METAL TUBE SIGN CAP

- 12"x6" RECTANGULAR TUBING, GAUGE: 3/16
- SUPPLIER BY: TEXAS IRON & METAL (713-929-2872)
- COLOR:

POWDER COAT FINISH - CARDINAL POWDER COAT

- OPTION 1) "SILVER METALLIC 70 GLOSS" FINISH (T357-GR105)
- OPTION 2) "SILVER METALLIC TEXTURE" FINISH (T391-GR1031)
- CONTACT: VIC SALINAS (817-917-0043)

5. METAL SKIRT COLUMN CAP

- 3'-1"x6" METAL SLATE, GAGE: 3/16
- CUSTOM FABRICATION
- POWDER COAT FINISH - CARDINAL POWDER COAT

-COLOR:

- OPTION 1) "SILVER METALLIC 70 GLOSS" FINISH (T357-GR105)
- OPTION 2) "SILVER METALLIC TEXTURE" FINISH (T391-GR1031)
- CONTACT: VIC SALINAS (817-917-0043)

6. METAL TUBE ACCENT A

- 6"x8" RECTANGULAR TUBING, GAUGE: 3/16
- SUPPLIER BY: TEXAS IRON & METAL (713-929-2872)
- POWDER COAT FINISH - CARDINAL POWDER COAT

-COLOR:

- OPTION 1) "SILVER METALLIC 70 GLOSS" FINISH (T357-GR105)
- OPTION 2) "SILVER METALLIC TEXTURE" FINISH (T391-GR1031)
- CONTACT: VIC SALINAS (817-917-0043)

7. METAL TUBE ACCENT B

- 8"x8" RECTANGULAR TUBING, GAUGE: 3/16
- SUPPLIER BY: TEXAS IRON & METAL (713-929-2872)
- POWDER COAT FINISH - CARDINAL POWDER COAT

-COLOR:

- OPTION 1) "SILVER METALLIC 70 GLOSS" FINISH (T357-GR105)
- OPTION 2) "SILVER METALLIC TEXTURE" FINISH (T391-GR1031)
- CONTACT: VIC SALINAS (817-917-0043)

8. METAL GABION BASKETS

- 8"x 2'-11"x1'
- RIVER ROCK
- COLOR: COLORADO RAINBOW GRAVEL
- SIZE: 2"-4"

9. METAL SIGN CABINET POWDER COAT FINISH - CARDINAL POWDER COAT

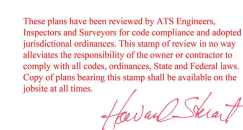
- COLOR: "RUSTIC TEXTURE" FINISH (T091-BR47)
- OR APPROVED EQUAL COLOR
- CONTACT: VIC SALINAS (817-917-0043)

10. 12" METAL LETTERING

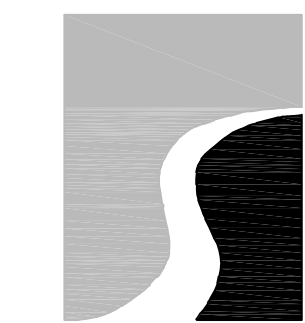
- PIN MOUNTED WITH 3" RETURN TO METAL CABINET
- BACKLIT
- FONT: CONSTANTIA
- COLOR PRIMED AND PAINTED
- OPTION 1) SW 9541 "WHITE SNOW"
- OPTION 2) SW 9542 "NATURAL WHITE"

11. LOGO CABINET

- 3'-1"x4'-6"
- COLOR PRIME AND PAINTED TO MATCH METAL CABINET



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05/22/2023

LANDSCAPE IMPROVEMENT PLANS ENTRY SIGN LAYOUT CREEKS CROSSING ELGIN, TEXAS

Drawing File Name
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Issued:

1. Client Review 04/03/2023

2. City Comments 05/22/2023

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Revisions:

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5.

Issue Date: 05/22/2023

Drawn By: JL

Reviewed By: DB

Project No.

210240-GEHAN

SIGN DETAIL

Sheet No.

LD-1.1 of

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STRUCTURAL GENERAL NOTES AND SPECIFICATIONS

GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF REQUIREMENTS FROM THE ARCHITECTURAL AND OTHER CONSULTANT DRAWINGS. SLAB BLOCKOUTS, PENETRATIONS, CONDUIT, PIPING, DUCTWORK, ETC. ARE GENERALLY NOT SHOWN ON THE STRUCTURAL DRAWINGS. ANY CONFLICTS BETWEEN DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND CONSULTANTS.
2. MATERIALS OR PRODUCTS SUBMITTED FOR APPROVAL WHICH ARE NOT AS SPECIFIED IN THE DOCUMENTS SHALL BE ACCOMPANIED BY A CURRENT ES REPORT (BY ICC EVALUATION SERVICE, INC.) OR ICBO REPORT (BY INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS). MATERIALS OR PRODUCTS THAT DO NOT HAVE AN ES OR ICBO REPORT INDICATING THE SUBSTITUTED MATERIAL OR PRODUCT TO BE EQUAL TO THAT SPECIFIED WILL NOT BE CONSIDERED.

DESIGN LOADS

1. DESIGN WIND LOADING IS BASED ON ASCE 7-10 WHICH ARE ULTIMATE (FACTORED) LOADS. SERVICE LOADS MAY BE OBTAINED BY DIVIDING THE ULTIMATE LOADS BY 1.6.

BASIC WIND SPEED (3-SECOND GUST)	120 MPH
RISK CATEGORY	II
EXPOSURE CATEGORY	C

CODES AND DESIGN SPECIFICATIONS

1. BUILDING CODE: 2021 IBC/IRC
2. STRUCTURAL STEEL: AISC 360-10 "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS" AND AISC 341-10 "SEISMIC PROVISIONS FOR STRUCTURAL STEEL BUILDINGS."
3. STRUCTURAL CONCRETE: ACI 318-11 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", THE AMERICAN CONCRETE INSTITUTE.

SPECIAL INSPECTIONS

1. THE BUILDING CODE MANDATES THIRD-PARTY TESTING AND SPECIAL INSPECTIONS WHICH ARE IN ADDITION TO THE PROJECT OBSERVATIONS PERFORMED BY THE ENGINEER. STRUCTURAL ITEMS WHICH REQUIRE SPECIAL INSPECTIONS INCLUDE DRILLED PIERS, PLACEMENT OF CONCRETE AND CONCRETE REINFORCEMENT, PLACEMENT OF ANCHOR BOLTS IN CONCRETE, INSTALLATION OF DRILLED IN ANCHOR BOLTS (EXPANSION, EPOXY, ETC.), FABRICATION AND ERECTION OF STRUCTURAL STEEL, WELDING AND BOLTING OF STEEL CONNECTIONS, AND FIELD WELDING OF SHEAR STUDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING WHICH TESTS AND INSPECTIONS ARE REQUIRED BY THE CITY AND FOR COORDINATING TESTING AND INSPECTIONS.

FOUNDATION

1. THE FOUNDATION RECOMMENDATIONS ARE BASED ON THE GEOTECHNICAL REPORT PREPARED BY MLA GEOTECHNICAL DATED SEPTEMBER 2023.
2. THE ENTRY SIGN STRUCTURES SHALL BE SUPPORTED BY STRAIGHT SHAFT DRILLED PIERS ESTABLISHED A MINIMUM OF 25 FEET BELOW GROUND SURFACE. THE ALLOWABLE END BEARING IS 4,000 PSF IN THE BEARING STRATA. THE ALLOWABLE SKIN FRICTION IS 2,000 PSF, STARTING AT 12 FEET BELOW THE GROUND SURFACE, AND NOT TO BE COMBINED WITH THE ALLOWABLE BEARING PRESSURE. UPLIFT FORCES DUE TO THE EXPANSIVE CLAY ARE 2,000 PSF FOR UPPER 12 FEET OF CLAY.
3. ALL STRUCTURES SUPPORTED ON PIERS SHALL BE ISOLATED FROM CLAY SOILS WITH A MINIMUM 12" VOID SPACE. CARDBOARD VOID BOXES ARE AN ACCEPTABLE METHOD TO CREATE A VOID SPACE. FOLLOW ALL MANUFACTURER'S INSTALLATION INSTRUCTIONS. USE SUREVOID, SUREROUND VOID BOXES AT THE TOPS OF ALL PIERS, AND FORM THE TOP OF PIERS AS REQUIRED TO MAINTAIN A CONSISTENT, UNIFORM DIAMETER TO THE BOTTOM OF THE GRADE BEAM OR SLAB. EXCESS CONCRETE AROUND THE TOPS OF PIERS WILL NOT BE ACCEPTABLE AND SHALL BE REMOVED, BY JACK-HAMMERING IF NECESSARY. USE PRECAST CONCRETE SOIL RETAINERS AROUND THE SIDES OF ALL GRADE BEAMS AND SLABS.
4. CASING MAY BE REQUIRED FOR THE INSTALLATION OF DRILLED PIERS IF GROUNDWATER OR CAVING CONDITIONS ARE ENCOUNTERED. USE A TREMIE TO PLACE CONCRETE IN PIERS MORE THAN 7 FEET DEEP. PIERS SHALL BE FILLED WITH CONCRETE AS SOON AS POSSIBLE AFTER PASSING INSPECTION. PIERS SHALL NOT BE ALLOWED TO REMAIN OPEN OVERNIGHT.
5. POSITIVE DRAINAGE SHALL BE MAINTAINED AWAY FROM THE FOUNDATION BOTH DURING AND AFTER CONSTRUCTION. WATER SHALL NOT BE ALLOWED TO POND NEAR THE FOUNDATION.
6. PER THE GEOTECHNICAL REPORT, MLA LABS, INC. SHALL REVIEW THESE CONSTRUCTION DOCUMENTS PRIOR TO CONSTRUCTION IN ORDER TO ASSURE THAT THEIR RECOMMENDATIONS HAVE BEEN PROPERLY IMPLEMENTED. ALSO, MLA LABS, INC. SHALL BE RETAINED TO PERFORM TESTING AND INSPECTION SERVICES.

CONCRETE REINFORCEMENT

1. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60 OR GREATER.
2. DETAIL REINFORCING BARS AND PROVIDE BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE ACI DETAILING MANUAL.
3. CONCRETE COVER FOR REINFORCING STEEL SHALL BE AS FOLLOWS, MEASURED TO THE NEAREST BAR, STIRRUP OR TIE:
- | | |
|--|------|
| A. CONCRETE DEPOSITED AGAINST THE GROUND: | 3" |
| B. FORMED CONCRETE EXPOSED TO EARTH OR WEATHER: | 2" |
| C. FORMED CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND: | 1 ½" |
4. MAINTAIN THE SPECIFIED COVER WITHIN A TOLERANCE OF PLUS OR MINUS ½". EXTRA COVER WEAKENS THE MEMBER AND REDUCED COVER LEADS TO CORROSION.

CONCRETE MIX

1. ALL CONCRETE FOR THE PROJECT SHALL HAVE A MIN. 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI. SLUMP SHALL BE BETWEEN 3-8" WITH A MAXIMUM AGGREGATE SIZE OF 1."
2. WORKABILITY ADMIXTURES MAY BE UTILIZED PROVIDED THEY ARE ACCOUNTED FOR IN THE MIX DESIGN.
3. FLY ASH MAY BE SUBSTITUTED FOR CEMENT UP TO 25% BY WEIGHT IF ACCOUNTED FOR IN THE MIX DESIGN.
4. PROVIDE FIVE PERCENT (PLUS OR MINUS 1 ½ PERCENT) AIR ENTRAINMENT IN CONCRETE PERMANENTLY EXPOSED TO THE WEATHER. USE OF AIR ENTRAINMENT, AND CORRESPONDING REDUCTION OF THE WATER/CEMENT RATIO, MUST BE NOTED ON THE MIX DESIGNS.
5. CEMENT SHALL BE TYPE I OR TYPE III (ASTM C 150).
6. SLUMP LIMITS APPLY AT THE TRUCK AT THE TIME OF DISCHARGE EXCEPT THAT PUMPED CONCRETE SHALL BE SAMPLED AT THE DISCHARGE END OF THE HOSE. WHEN A SUPERPLASTICIZER IS USED, THE SLUMP SHALL BE MEASURED AT THE TRUCK BEFORE ADDING THE SUPERPLASTICIZER. STRENGTH TESTS SHALL BE MADE ON CONCRETE AS PLACED WITH ALL ADDITIVES.
7. FOLLOW ALL APPLICABLE ACI GUIDELINES FOR HOT-WEATHER OR COLD-WEATHER CONCRETE PLACEMENT AS APPLICABLE.

CAST-IN-PLACE CONCRETE

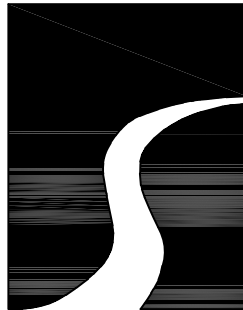
1. SLEEVES, MECHANICAL OPENINGS, CONDUITS, PIPES, RECESSES, DEPRESSIONS, CURBS AND ALL EMBEDDED ITEMS SHALL BE PROVIDED FOR AS SHOWN ON THE ARCHITECTURAL AND MECHANICAL DRAWINGS AND AS REQUIRED BY EQUIPMENT MANUFACTURER'S. MINIMUM CONCRETE BETWEEN SLEEVES SHALL BE 6". INSTALLATION OF THESE ITEMS SHALL BE COORDINATED WITH SHOP DRAWINGS OF TRADES REQUIRING THESE ITEMS.

CONCRETE MASONRY UNITS

1. CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C90, GRADE N, WITH A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI. MORTAR SHALL CONFORM TO ASTM C270, TYPE S. AND COURSE GROUT SHALL CONFORM TO ASTM C476, WITH A MAX. AGGREGATE SIZE OF 3/8".
2. PROVIDE VERTICAL AND HORIZONTAL (BOND BEAM) REINFORCEMENT AS SHOWN IN THE DRAWINGS. HORIZONTAL REINFORCEMENT SHALL BE CONTINUOUS AT CORNERS AND INTERSECTIONS WITH TYPICAL CORNER BAR DOWELS AS SHOWN IN THE TYPICAL CORNER BAR DETAIL (1/L-S-3). ALL VERTICAL BARS SHALL BE CONTINUOUS THROUGH THE HORIZONTAL BOND BEAMS. SPLICES IN VERTICAL BARS SHALL BE OVERLAPPED FOR A LENGTH EQUAL TO 60 BAR DIA. IN ADDITION TO BOND BEAMS, PROVIDE LADDER-TYPE, 9 GA., HOT-DIPPED GALVANIZED HORIZONTAL BED JOINT REINFORCEMENT AT 16" O.C.
3. PROVIDE DOWELS, CAST INTO THE CONCRETE, AT EACH VERTICAL BAR, OR EXTEND THE PRIMARY REINFORCEMENT INTO THE BEAM OR FOOTING AS SHOWN IN THE DETAILS. DOWELS SHALL MATCH THE SIZE AND LOCATION OF THE VERTICAL REINFORCEMENT, UNLESS NOTED OTHERWISE. VERTICAL BARS SHALL EXTEND ABOVE THE CONCRETE AT LEAST FAR ENOUGH TO PROVIDE A 60 BAR DIA. LAP SPLICE. DOWELS SHALL EXTEND BELOW THE CONCRETE FAR ENOUGH TO BE FULLY DEVELOPED, SPLICED, OR TERMINATED WITH A STANDARD HOOK AS SHOWN IN THE DETAILS. DOWELS MUST BE ACCURATELY SPACED TO WORK WITH THE CMU COURSING AND SECURELY TIED INTO THE GRADE BEAM CAGE BEFORE FOUNDATION CONCRETE IS POURED.

STRUCTURAL STEEL

1. STRUCTURAL STEEL MATERIAL SHALL CONFORM TO THE FOLLOWING DESIGNATIONS:
- | | | |
|--|----------------|-------------------|
| WIDE FLANGE SHAPES (W) AND STRUCTURAL TEES (WT): | A 992 | (50 KSI YIELD) |
| OTHER ROLLED SHAPES, PLATES AND RODS | A 36 | (36 KSI YIELD) |
| HOLLOW STRUCTURAL SHAPES (HSS) | A 500, GRADE B | (42/46 KSI YIELD) |
| BOLTS FOR CONNECTIONS | A 325N | |
| ANCHOR BOLTS | F 1554 | (36 KSI YEILD) |
2. ALL MOMENT CONNECTIONS SHALL BE FULL WELDED CONNECTIONS DESIGNED TO DEVELOP THE FULL CROSS-SECTION OF THE MEMBER. THE BEAM ON EACH SIDE OF THE MOMENT CONNECTION SHALL BE THE SAME SIZE UNLESS NOTED OTHERWISE.
3. ALL STEEL SHALL BE FURNISHED WITH A SHOP COAT OF RUST INHIBITIVE PRIMER, UNLESS NOTED OTHERWISE.
4. PROVIDED TEMPORARY CONSTRUCTION BRACING OF STRUCTURAL STEEL. BRACING SHALL REMAIN IN PLACE UNTIL AFTER ALL PERMANENT LATERAL SYSTEMS HAVE BEEN COMPLETED.



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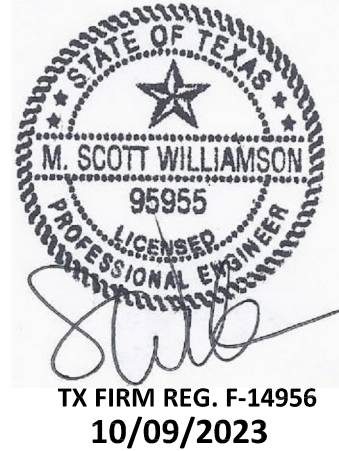
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LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

4201 W. Farmer Lane, Bldg A Suite 220
Austin, TX 78723

T 512.246.7003
www.secplanning.com
Email: info@secplanning.com

GEHAN HOMES, LTD

3815 SOUTH CAPITAL OF TEXAS HIGHWAY
SUITE 275
AUSTIN, TEXAS 78704



LANDSCAPE IMPROVEMENT PLANS
ENTRY SIGN LAYOUT
CREEKS CROSSING
ELGIN, TEXAS

Issued:
1. Construction Set 10/09/2023

2. _____
3. _____
4. _____
5. _____

Revisions:
1. _____
2. _____
3. _____
4. _____
5. _____

Issue Date: 10/09/2023

Project No.
210240-GEHAN

STRUCTURAL DETAILS

Sheet No.
LS-1

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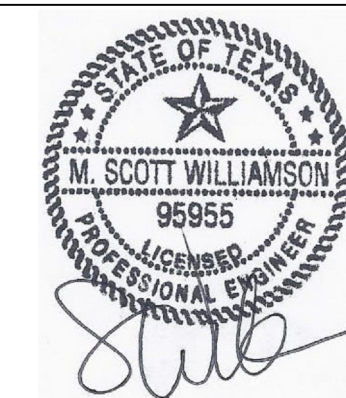
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Austin, TX 78727
T 512.246.7003

www.secplanning.com
Email : info@secplanning.com

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TX FIRM REG. F-14956
10/09/2023

LANDSCAPE IMPROVEMENT PLANS
ENTRY SIGN LAYOUT
CREEKS CROSSING
ELGIN, TEXAS

Issued:	10/09/2023
Construction Set	

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Revisions:

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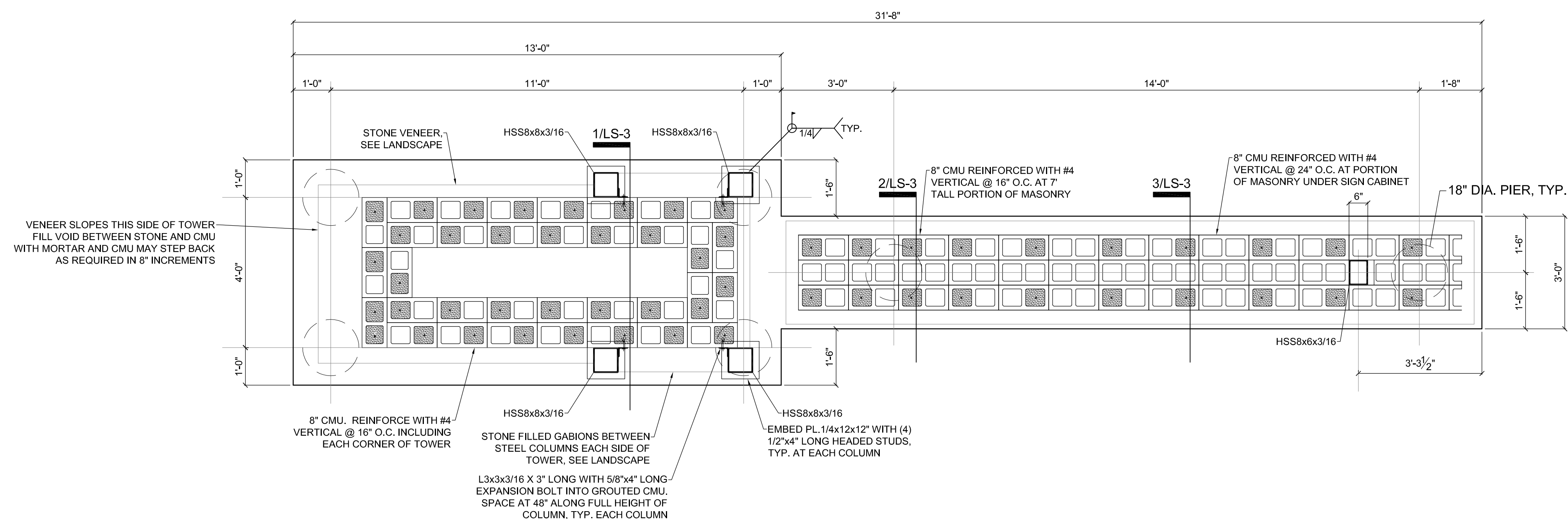
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Project No.
210240-GEHAN

STRUCTURAL DETAILS

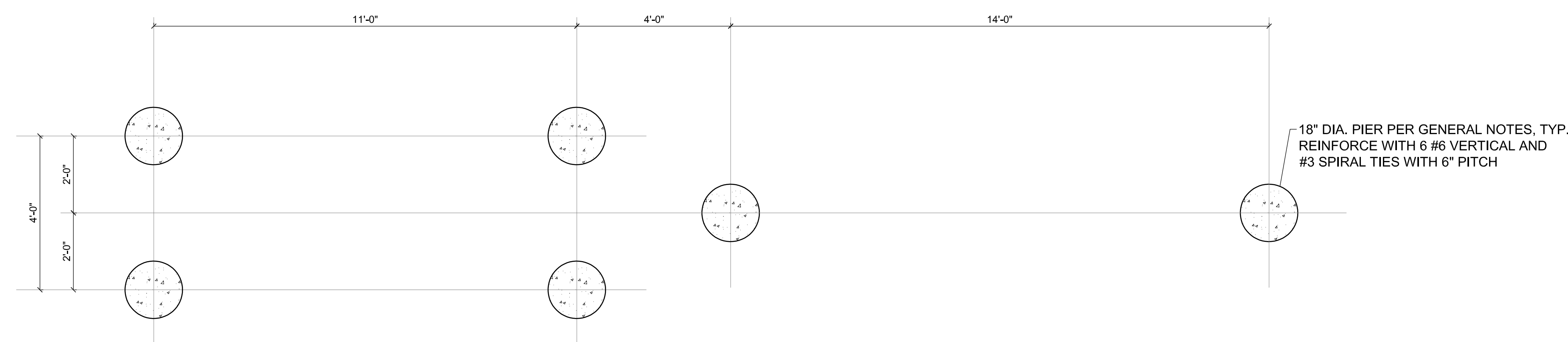
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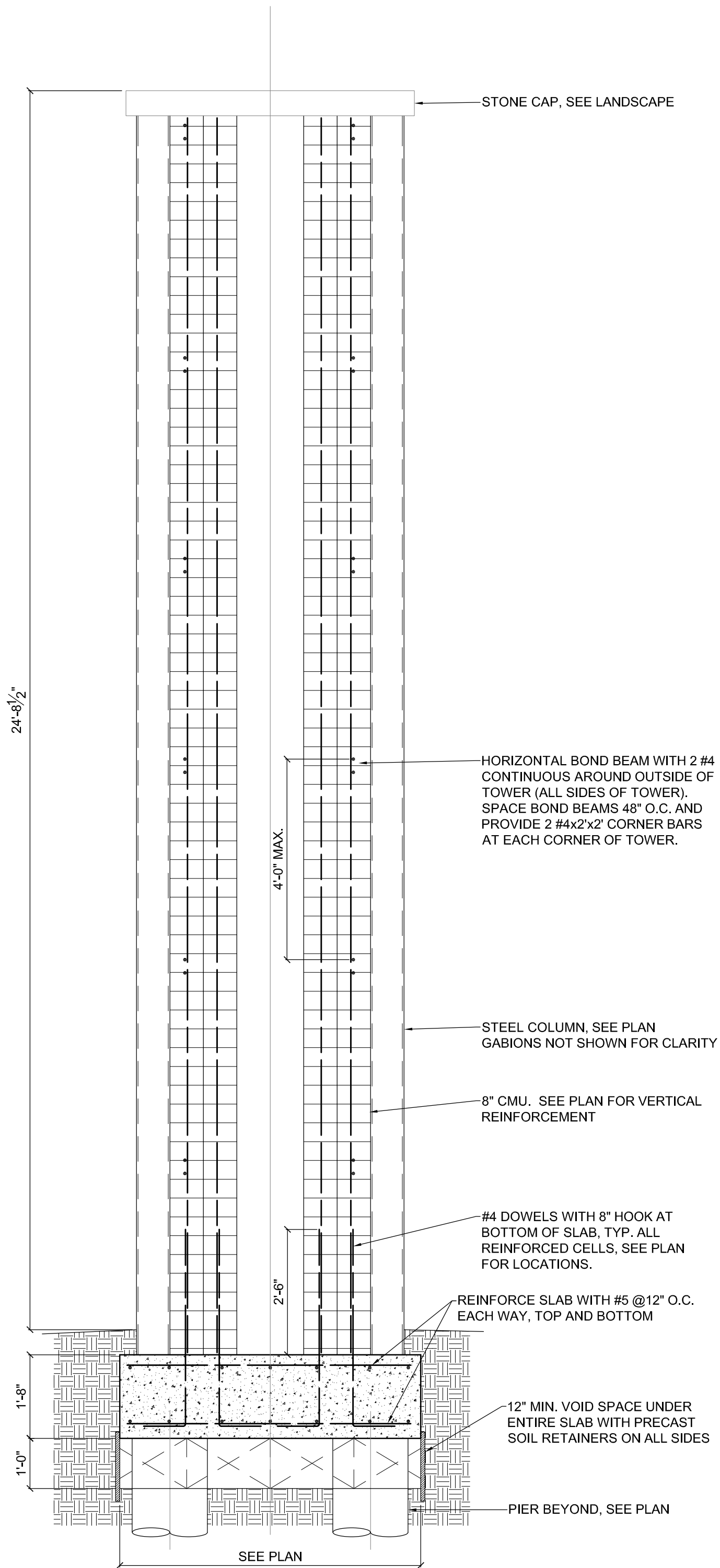
1 ENTRY SIGN FOUNDATION PLAN

SCALE: 1/2" = 1'-0"

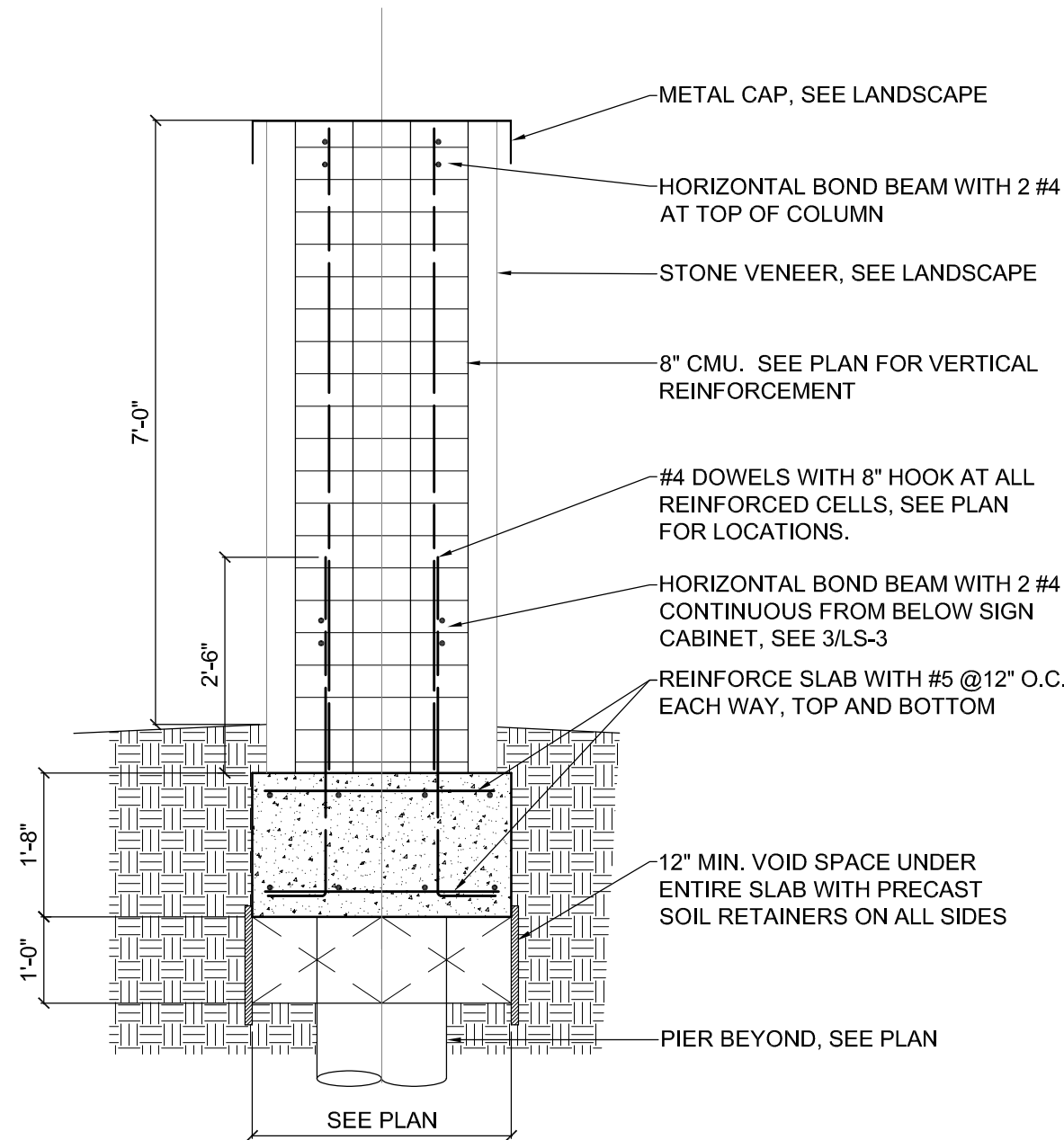


2 ENTRY SIGN PIER PLAN
SCALE: 1/2" = 1'-0"

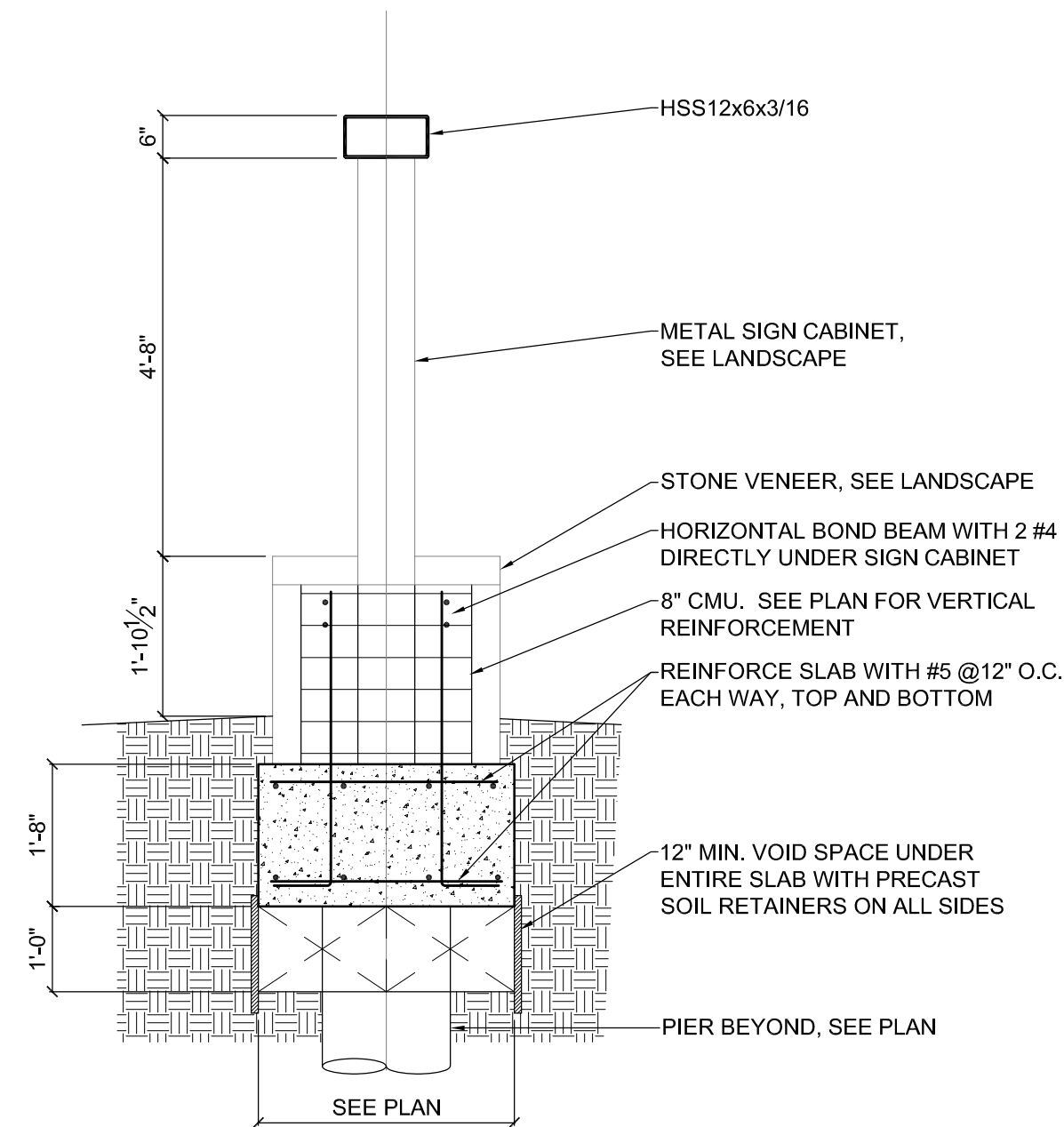
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1 TOWER SECTION
SCALE: 1/2" = 1'-0"

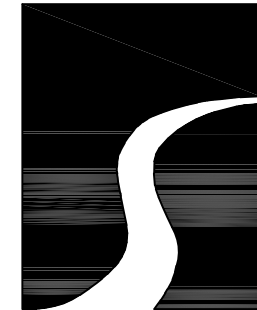


2 SIGN COLUMN SECTION
SCALE: 1/2" = 1'-0"



3 SIGN FACE SECTION
SCALE: 1/2" = 1'-0"

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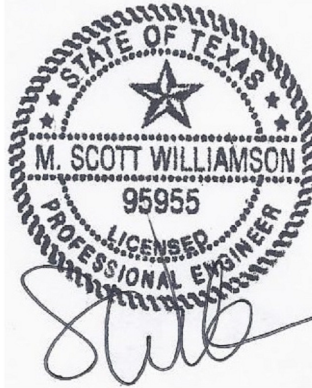


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TX FIRM REG. F-14956
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4.
5.

Revisions:

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2.
3.
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Project No.
210240-GEHAN

STRUCTURAL DETAILS

Sheet No.
LS-3

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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

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

Previously, the City Council, upon recommendation of the EPD Station Building Committee, authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the project and the engagement of Baird/Williams Ltd. to provide construction services as part of the CMAR team.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Adopt and approve a Resolution authorizing the City Manager to remit payment for professional services fees associated with the City of Elgin Police Station Project.

ATTACHMENTS:

1. EPD Station Resolution

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO APPROVE
PROFESSIONAL SERVICES FEES WITH
BAIRD/WILLIAMS CONSTRUCTION, LTD RELATED
TO THE ELGIN POLICE DEPARTMENT STATION
PROJECT; AND MAKING CERTAIN FINDINGS
RELATED THERETO.**

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

WHEREAS, the City Council, upon recommendation of the EPD Station Building Committee, has previously authorized utilization of the “Construction Manager at Risk” (“CMAR”) delivery process for the Project and the engagement of Baird/Williams Construction, Ltd to provide constructions services as part of the CMAR team, and;

WHEREAS, Baird/Williams Constructions, Ltd have submitted invoices to the city for professional services charges related to the Elgin Police Department Station Project.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute a dollar amount of \$113,126.00 for Bid Package 2, Payment Application #5, and a dollar amount of \$131,005.00 for Bid Package #1 Payment Application #7 for professional services fees associated with the City of Elgin Police Department Station Project.

Section 3. 2021A Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY23-24 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

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

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

PASSED AND ADOPTED this 5th day of December 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NUMBER 6, FOR THE COUNTY LINE ROAD WIDENING PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Approval of a Resolution authorizing a Change Order with Patin Construction of Taylor, Texas, in the amount of \$72,740.54 for Change Order Number 6

BACKGROUND:

This change order accounts for a reduction in quantities from shifting the alignment, the implementation of additional temporary traffic control measures, and the installation of additional landscaping as well as joint sealing and maintenance on the bridge at Roy Rivers Blvd. The bridge at Roy Rivers Blvd was Inspected by both staff and the City Engineer at it was determined that joint sealing of expansion joints was needed and that the Patin is best suited for such repairs. The change order adds twenty-eight (28) days to the contract duration: five (5) days for additional traffic control measures, ten (10) days for Roy Rivers joint sealing, ten (10) days for additional landscaping, and three (3) days due to unusual inclement weather.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of a Resolution authorizing a Change Order with Patin Construction of Taylor, Texas, in the amount of \$72,740.54 for Change Order Number 6

ATTACHMENTS:

1. ResCLR CO6
2. Copy of Change Order No. 6
3. Change Order 6 - Letter to City

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NUMBER 6, FOR THE COUNTY LINE
ROAD WIDENING PROJECT; AND MAKING CERTAIN
FINDINGS RELATED THERETO.**

WHEREAS, The County Line Road widening project is well underway;

WHEREAS, Certain changes have been identified as a value added benefit to the project, including additional landscaping the addition of joint sealing and drainage work at Roy Rivers Blvd.;

WHEREAS, The City Manager is authorized to make such changes as described in the original agreement with Patin Construction;

WHEREAS, as a matter of giving the council a full view of the County Line Road Project and other developments, staff is hereby presenting this change order for consideration.

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

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

Section 2. Authorization. The City Manager is hereby authorized to execute a Change Order with *Patin Construction* of Taylor, Texas, in the amount of \$72,740.54. for Change Order number 6.

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

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

PASSED AND ADOPTED this 5th day of December 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

**CONTRACT CHANGE ORDER NO. 6
COUNTY LINE ROAD WIDENING PHASE 1**

OWNER:

City of Elgin

CONTRACTOR:

Patin Construction, LLC

ORIGINAL CONTRACT AMOUNT:

\$6,789,518.20

PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:

\$37,920.00

CURRENT CONTRACT AMOUNT:

\$7,192,773.20

ORIGINAL CONTRACT TIME (DAYS):

450

ORIGINAL SUBSTANTIAL COMPLETION DATE:

10/11/2023

PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):

57

CURRENT CONTRACT TIME (DAYS):

507

CURRENT SUBSTANTIAL COMPLETION DATE:

12/7/2023

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
P.33	For furnishing all materials, labor, and equipment to install concrete driveways, complete in place	-28	SY	\$100.00	-2,800.00
P.39	For furnishing all material, labor, and equipment to install 5" Concrete Sidewalk complete in place	-275	SY	\$70.00	-19,250.00
P.41	For furnishing all material, labor, and equipment to install 6" concrete curb and gutter (Catch) with steel reinforcing, at locations shown on the Plans, complete in place	-34	LF	\$15.00	-510.00
P.44	For furnishing all material, labor, and equipment to install Type M-2 Parallel Curb Ramps, at locations shown on the Plans, complete in place	-1	EA	\$2,000.00	-2,000.00
P.45	For furnishing all material, labor, and equipment to install Type M-2 Directional Curb Ramps, at locations shown on the Plans, complete in place	-2	EA	\$2,000.00	-4,000.00
P.75	For furnishing all material, labor, and equipment to install 12" White (Solid) Reflective Pavement Markings, at locations shown on the Plans, complete in place	-334	LF	\$3.60	-1,202.40
CO.6.1	Temporary Traffic Control Signs (including new Stop Signs, directional signs, etc)	1	LS	\$2,500.00	2,500.00
CO.6.2	Remove and Replace Existing Signs upon completion of Construction	3	EA	\$750.00	2,250.00
CO.6.3	Remove Existing Pork Chop, Concrete Median- includes haul off	1	LS	\$2,500.00	2,500.00
CO.6.4	Install Temporary Asphalt in area of removed Concrete	1	LS	\$1,500.00	1,500.00
CO.6.5	Replace Pork Chop- Concrete Median	1	LS	\$8,500.00	8,500.00
CO.6.6	Pavement Expansion Joint Replacement- Remove old urethane material from existing concrete expansion joint. Clean residual by media blasting. Blow out joints before installing backer rod and then joint seal.	1,672	LF	\$11.27	18,843.44

CO.6.7	Curb/Sidewalk Joint Replacement- Hand remove old material from areas that are larger than 1/4". Fill areas where no sealent currently exists that are larger than 1/4" wide. Media blast side walls to properly clean surface. Blow out joint with compressed air. Install backer rod to match 1/4" or larger gaps and joint seal	915	LF	\$17.00	15,555.00
CO.6.8	Install Rock Rip Rap for Eroded areas in Pond	30	TN	\$125.00	3,750.00
CO.6.9	Traffic Control for Joint Sealing work	1	LS	\$7,500.00	7,500.00
CO.6.10	Remove and Replace Curb Inlet Top at Pond Area	1	EA	\$4,400.00	4,400.00
CO.6.11	Additional Landscaping - Site Prep for Gravel - Includes Haul Off	11,203	SF	\$0.50	5,601.50
CO.6.12	Additional Landscaping - 3" Depth 1.5-3.5 Inch Local Crushed Rock	104	CY	\$150.00	15,600.00
CO.6.13	Additional Landscaping - Filter Fabric Under Rock	11,203	SF	\$1.00	11,203.00
CO.6.14	Additional Concrete Driveway	28	SY	\$100.00	2,800.00
TOTAL COST OF THIS CHANGE ORDER:					72,740.54
PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):					
					<u>72,740.54</u>
REVISED CONTRACT AMOUNT:					<u>\$7,265,513.74</u>
NET CHANGE IN CONTRACT TIME (DAYS):					<u>28</u>
REVISED CONTRACT TIME (DAYS):					<u>535</u>
REVISED SUBSTANTIAL COMPLETION DATE:					<u>1/4/2024</u>
THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY					
Michael Gonzalez, Public Works Director City of Elgin Date					
K. Beau Perry, P.E., Regional Vice President-DMS TRC Engineers, Inc. Date					
Jimmy Patin, Vice President Patin Construction, LLC Date					



505 East Huntland Drive
Suite 250
Austin, Texas 78752

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

November 28, 2023

Mr. Michael Gonzalez, Public Works Director
City of Elgin
310 North Main
Elgin, Texas 78621

**Re: City of Elgin, Texas
County Line Road Widening Phase 1
Change Order No. 6**

Dear Mr. Gonzalez:

Attached please find Change Order No. 6. This change order accounts for a reduction in quantities from shifting the alignment, the implementation of additional temporary traffic control measures, and the installation of additional landscaping. The change order adds twenty-eight (28) days to the contract duration: five (5) days for additional traffic control measures, ten (10) days for Roy Rivers joint sealing, ten (10) days for additional landscaping, and three (3) days due to unusual inclement weather.

This Change Order No. 6 has been approved by this office and will increase the current contract amount by \$72,740.54. The new contract amount will be \$7,265,513.74. Please execute and forward a digital copy to TRC at kperry@trccompanies.com.

If you have any questions or need additional information, please feel free 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: Ms. Karol Jarmon, City of Elgin

Enclosures



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, REALLOCATING FUNDS FOR THE PISTOL HILL WATER BOOSTER STATION IMPROVEMENTS PROJECT, GENERAL LAND OFFICE GRANT 22-082-009-D207; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Executive

PROPOSED ACTION: Approval of the Resolution.

BACKGROUND:

The General Land Office (GLO) is requesting a corrective resolution be approved by City Council related to the local funds above and beyond the match requirement committed to approve the construction contractor's contract before they will continue with review of the amendment and change order requested. The match amount was incorrectly included in the \$3.9 mil amount listed as grant funding. That number was the total construction budget including match, and the match did not get pulled out of that amount when the funding breakdown was made. They no longer want a new resolution for the change order but are still requesting this clarification. Please see attached for sample language and please let me know if you have any questions or would like to change any of the language.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. RES Reallocating Funds for the Pistol Hill Water Booster Station Improvements Project

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
REALLOCATING FUNDS FOR THE PISTOL HILL WATER
BOOSTER STATION IMPROVEMENTS PROJECT, GENERAL
LAND OFFICE GRANT 22-082-009-D207; AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, the Elgin City Council approved issuance the 2021 Certificates of Obligation in the principal amount of \$14.8M on May 18, 2021, to provide funding for a wide range of water system improvements including the “Pistol Hill Water Storage Tank/Booster Station Improvements”; and,

WHEREAS, city staff applied for and received a grant in the total amount of \$4,899,840.00 through the Texas General Land Office (GLO) and the Community Development Block Grant-Mitigation Program Infrastructure Projects program in support of this project; and,

WHEREAS, city staff has an executed contract with *IECONI* of Houston, Texas as authorized in Resolution No. 2023-05-16-33; and,

WHEREAS, Section 4. 2021 Certificates of Obligation, GLO Grant, and Water Impact Fee Funding of that resolution expressly approved utilization of proceeds from the 2021 Certificates of Obligation debt issuance (\$49,493.00), GLO Grant Funding (\$3,962,909.00), and Water Impact Fees (up to \$701,630.02) to fund the project,

WHEREAS, the funding amount allocations referenced require correction.

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

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

Section 2. 2021 Certificates of Obligation, GLO Grant, and Water Impact Fee Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021 Certificates of Obligation debt issuance (\$49,493.00), GLO Grant Funding (\$3,913,416.00), and Water Impact Fees (up to \$751,123.02) to fund the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the City of Elgin Annual Operating Budget may be required at a future date to formally appropriate funds for this item.

Section 3. Authorization. All other provisions of Resolution No. 2023-05-16-33 shall remain in full force and effect.

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

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

PASSED AND ADOPTED this 5th day of December, 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF NO OBJECTION OF THE CITY OF ELGIN, TEXAS TO AN APPLICATION TO THE TDHCA FOR TAX CREDITS FOR THE KATY, A PROPOSED TAX-EXEMPT BOND MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED ON WEST SECOND STREET AND MAKING CERTAIN FINDINGS RELATED THERETO – *Requested by Councilmember Casnovsky*

DEPARTMENT: CMO

PROPOSED ACTION: No Council action proposed by staff; This item has been placed on the agenda at the request of Councilmember Casnovsky.

BACKGROUND:

Councilmember Casnovsky: “I have requested that we add The Katy Project and related Statement of No Objection Resolution to the December 5 meeting agenda.

My reasoning for revisiting the item is because it is very rare that we ever have a 4-4-1 vote. In general, Council is decisive and aligned in its decisions, so I believe this unique situation warrants us re-examining the issue. There are some new items the developer has created in response to some of the confusion and concerns related to the project.”

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of Councilmember Casnovsky’s recommendation and/or proposal; and direction to staff, if any, as appropriate.

ATTACHMENTS:

1. Ex Summary - Casnovsky Item
2. ResNoObKaty1223
3. Katy Letter of Commitment1223

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

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

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

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



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF NO OBJECTION OF THE CITY OF ELGIN, TEXAS TO AN APPLICATION TO THE TDHCA FOR TAX CREDITS FOR THE KATY, A PROPOSED TAX-EXEMPT BOND MULTI-FAMILY RESIDENTIAL DEVELOPMENT LOCATED ON WEST SECOND STREET AND MAKING CERTAIN FINDINGS RELATED THERETO – *Requested by Councilmember Casnovsky*

DEPARTMENT: N/A

PROPOSED ACTION:

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

BACKGROUND:

Councilmember Casnovsky: “I have requested that we add The Katy Project and related Statement of No Objection Resolution to the December 5 meeting agenda.

My reasoning for revisiting the item is because it is very rare that we ever have a 4-4-1 vote. In general, Council is decisive and aligned in its decisions, so I believe this unique situation warrants us re-examining the issue. There are some new items the developer has created in response to some of the confusion and concerns related to the project.”

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of Councilmember Casnovsky’s recommendation and/or proposal; and direction to staff, if any, as appropriate.

ATTACHMENTS:

Resolution

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF NO OBJECTION OF THE CITY OF
ELGIN, TEXAS TO AN APPLICATION TO THE TDHCA
FOR TAX CREDITS FOR THE KATY, A PROPOSED
TAX-EXEMPT BOND MULTI-FAMILY RESIDENTIAL
DEVELOPMENT LOCATED ON WEST SECOND
STREET AND MAKING CERTAIN FINDINGS
RELATED THERETO**

WHEREAS, The Katy Elgin, LP, a Texas limited partnership (the “Applicant”) has proposed a development for affordable rental housing of approximately 150 units that will be located at 602 West 2nd Street in the City of Elgin, Texas, which development is named The Katy (the “Development”); and,

WHEREAS, the Applicant has submitted an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for 2024 4% Housing Tax Credits for the Development (the “Application”).

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

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

Section 2. Notice and Public Hearing. In accordance with the requirements of Tex. Gov’t Code §2306.67071 and 10 TAC §11.204(4), it is hereby found that notice has been provided to the City in accordance with Tex. Gov’t Code, §2306.67071(a); and the City has allowed for public comments on the proposed Development in accordance with Tex. Gov’t Code, §2306.67071(b).

Section 3. Review The City has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development.

Section 4. No Objection. After due consideration of the information provided by the Applicant and public comment, the Elgin City Council does not object to the proposed Application for tax credits.

Section 5. Certification. The City Secretary is hereby authorized and empowered to certify these resolutions to the Texas Department of Housing and Community Affairs on behalf of the City.

Section 6. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 6. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 5th day of December 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

**LETTER OF COMMITMENT FROM
THE KATY ELGIN, LP AND TO CITY OF ELGIN, TEXAS**

This Letter of Commitment (the "LOC"), effective as of December 5th, 2023, is entered into by The Katy Elgin, LP, a Texas limited partnership (along with its affiliates, "Developer") for the benefit of the City of Elgin, Texas (the "City").

WHEREAS, Developer intends to develop a multi-family residential development consisting of 150 units of affordable rental housing, which once completed will operate under the name *The Katy* (the "Development") on 2.79 acres of unimproved land physically located at 602 West 2nd Street in the City of Elgin, Texas (the "Land").

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Travis and Bastrop Counties, Texas.

WHEREAS, the Developer has submitted an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2023 Housing Tax Credits (the "Application"), the issuance of which is critical to financing the Development.

AGREEMENTS:

A. Development Standards

Subject to (i) the City's adoption of the proposed Resolution in substantially similar form and content as attached hereto as Exhibit C and (ii) Developer's closing of the Land acquisition, Developer agrees as follows, at a minimum:

1. The Developer shall construct drainage enhancements as conceptually illustrated in the attached Exhibit A.
2. The Developer shall construct the pool at the Development as conceptually illustrated in the attached Exhibit B for the benefit of the resident community.
3. The Developer shall construct a dedicated work-from-home space at the Development for the benefit of the resident community.
4. The Developer shall install electric vehicle charging stations at the Development.
5. Developer shall operate an onsite after-school learning center for a minimum 15 hours a week providing, at a minimum, homework assistance, tutoring, test preparation, assessments and remediation of skill deficiencies.
6. Developer agrees that the Certificate of Occupancy may be held by the City subject to completion of items 1-5.

B. City Resolution of No Objection to Application

In consideration of incorporating the foregoing standards into the Development and providing the social services described above, the City shall formally adopt a Resolution of No Objection to Developer's Application in the form of Resolution attached hereto as Exhibit C.

C. Miscellaneous

1. This LOC is intended solely as a preliminary expression of general intent and is to be used for discussion purposes only. The Parties intend that neither shall have any contractual obligations to the other with respect to the matters recited herein unless and until definitive agreements have been fully executed and delivered by the Parties. The Parties further agree that this LOC is not intended to create any agreement or obligation to negotiate final agreements or to continue negotiations.

2. The subject headings contained in this LOC are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the date above shown.

The Katy Elgin, LP, a Texas limited partnership

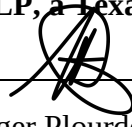
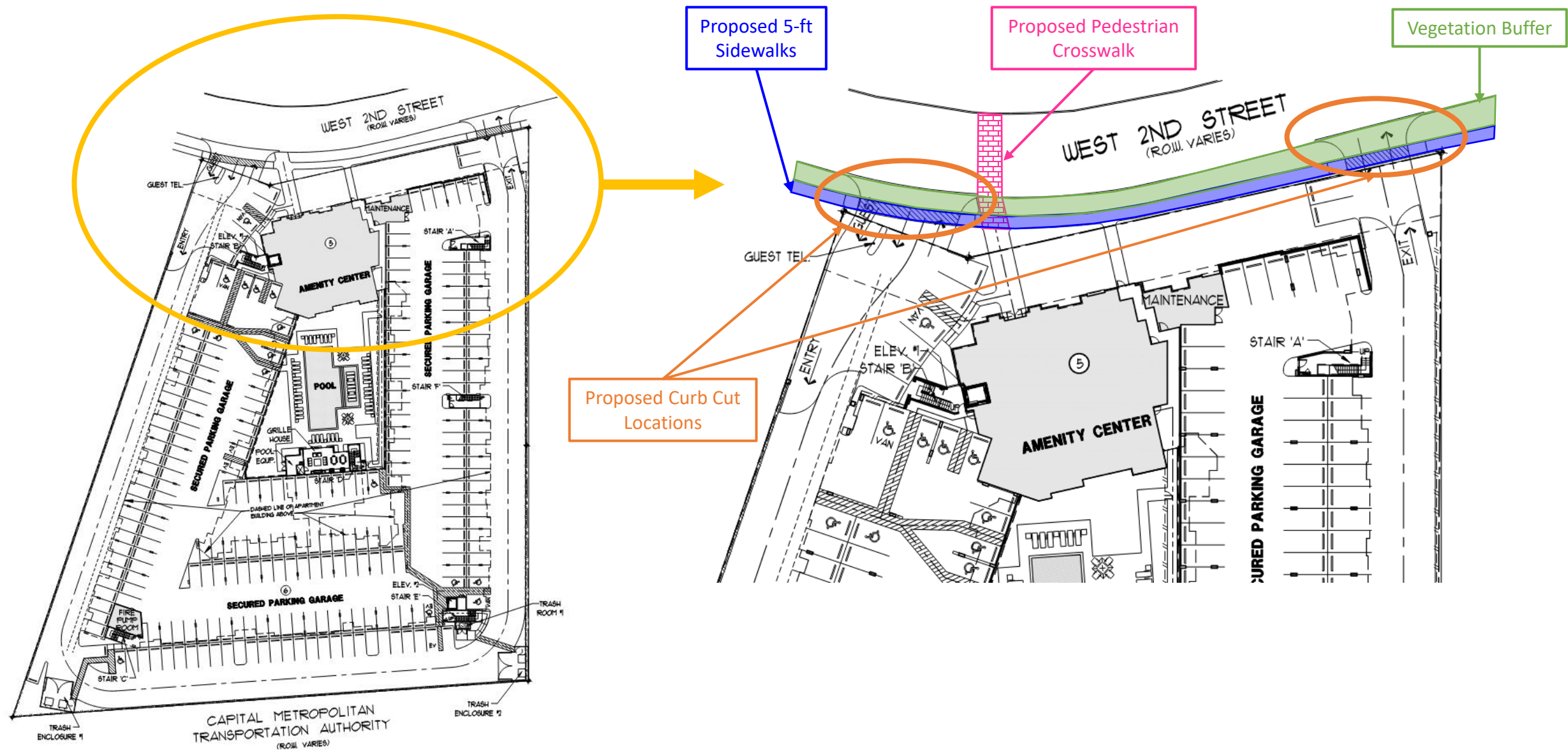
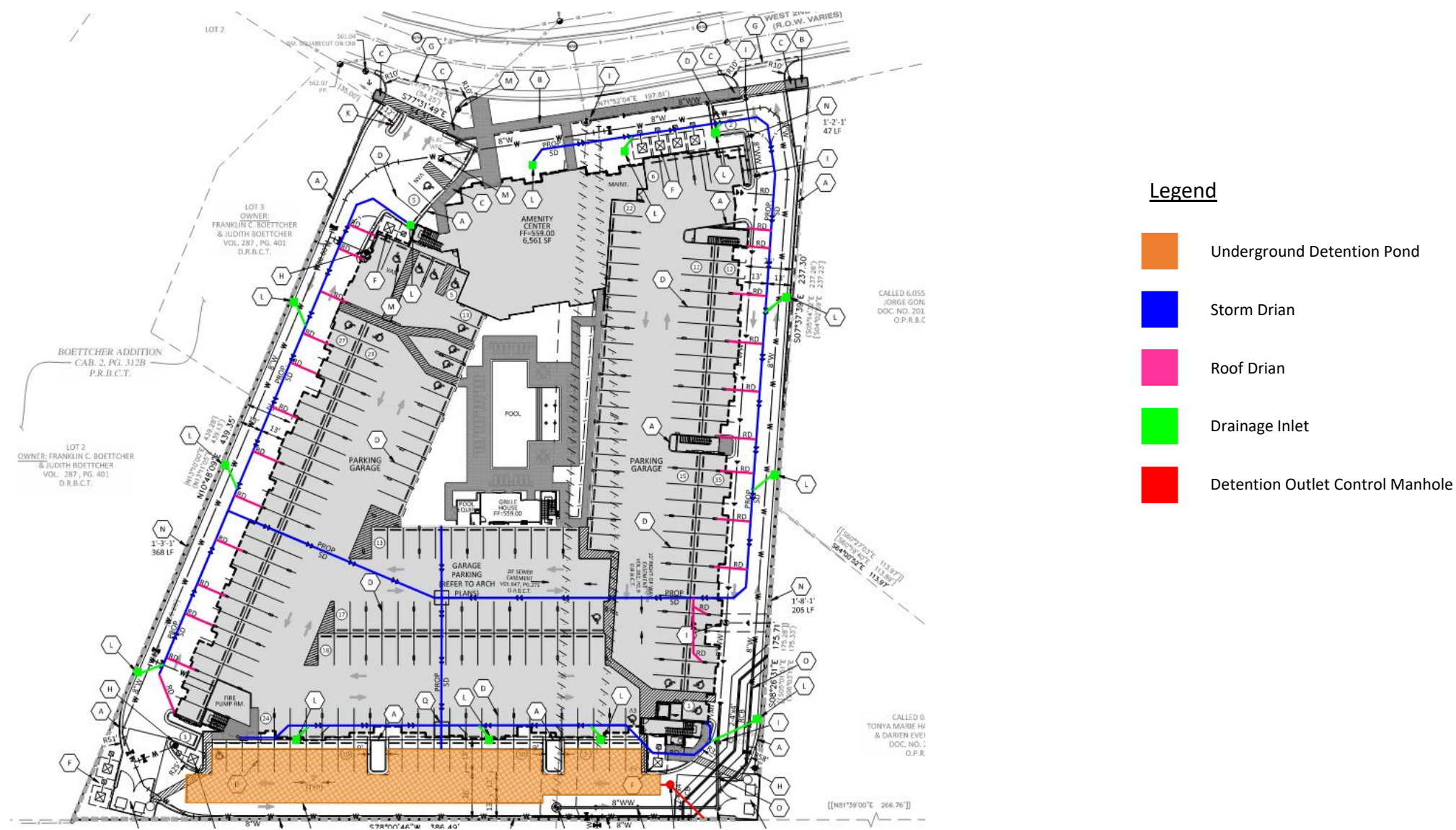
By:  _____
Roger Plourde

Exhibit A

Proposed ROW Improvements



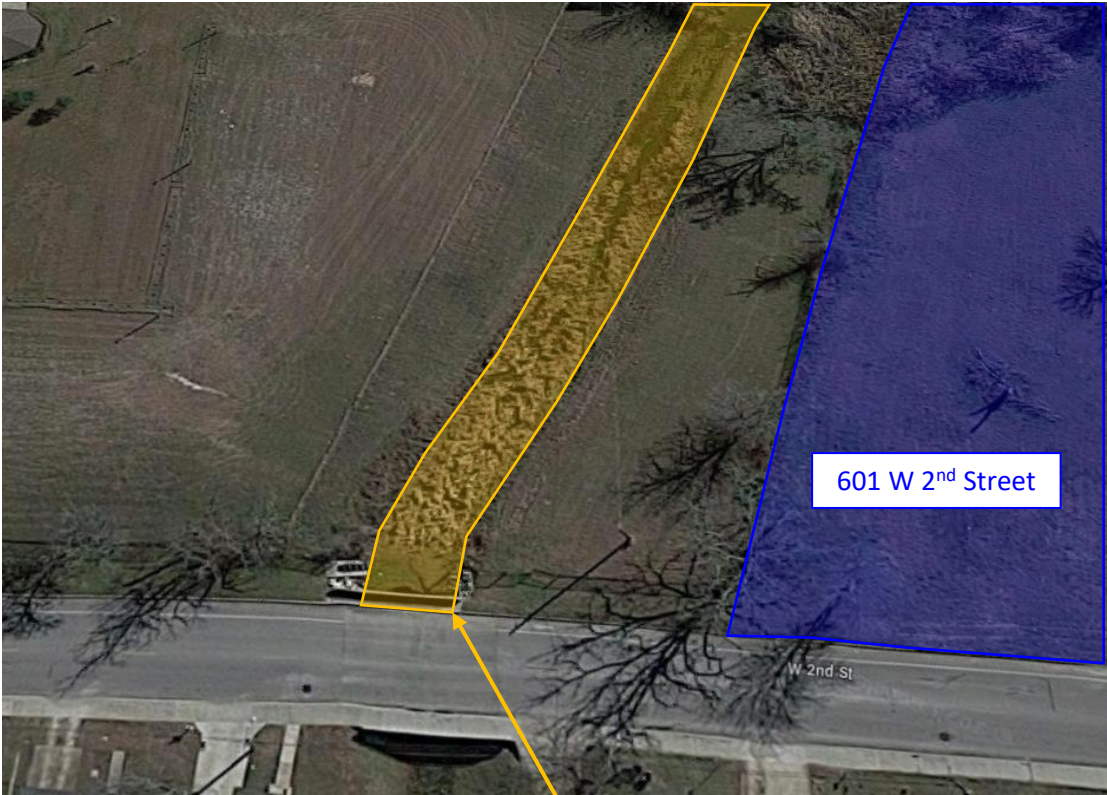
Concept Drainage Design



Existing Drainage Conditions



Existing Curb Inlets on 2nd Street; Constructed ~2015



Existing Drainage Culvert System

Proposed Drainage Improvements

- The post-development runoff will not exceed pre-development conditions for our Site. This will be achieved by capturing any additional water runoff resulting from our proposed development in our proposed underground detention pond system.
- To further improve the existing conditions, we are proposing to clean the existing culvert system within W 2nd Street and remove any overgrown vegetation to ensure the system is functioning properly.
- Additionally, there appears to be two – 30-inch CMP pipes that are currently being undermined, which is causing road issues on Central Avenue located south of our Site. We can remove and replace the culvert system as needed downstream of 2nd Street and remove any overgrown vegetation. Both these options would improve water flow and minimize drainage issues that are currently compromising this area.

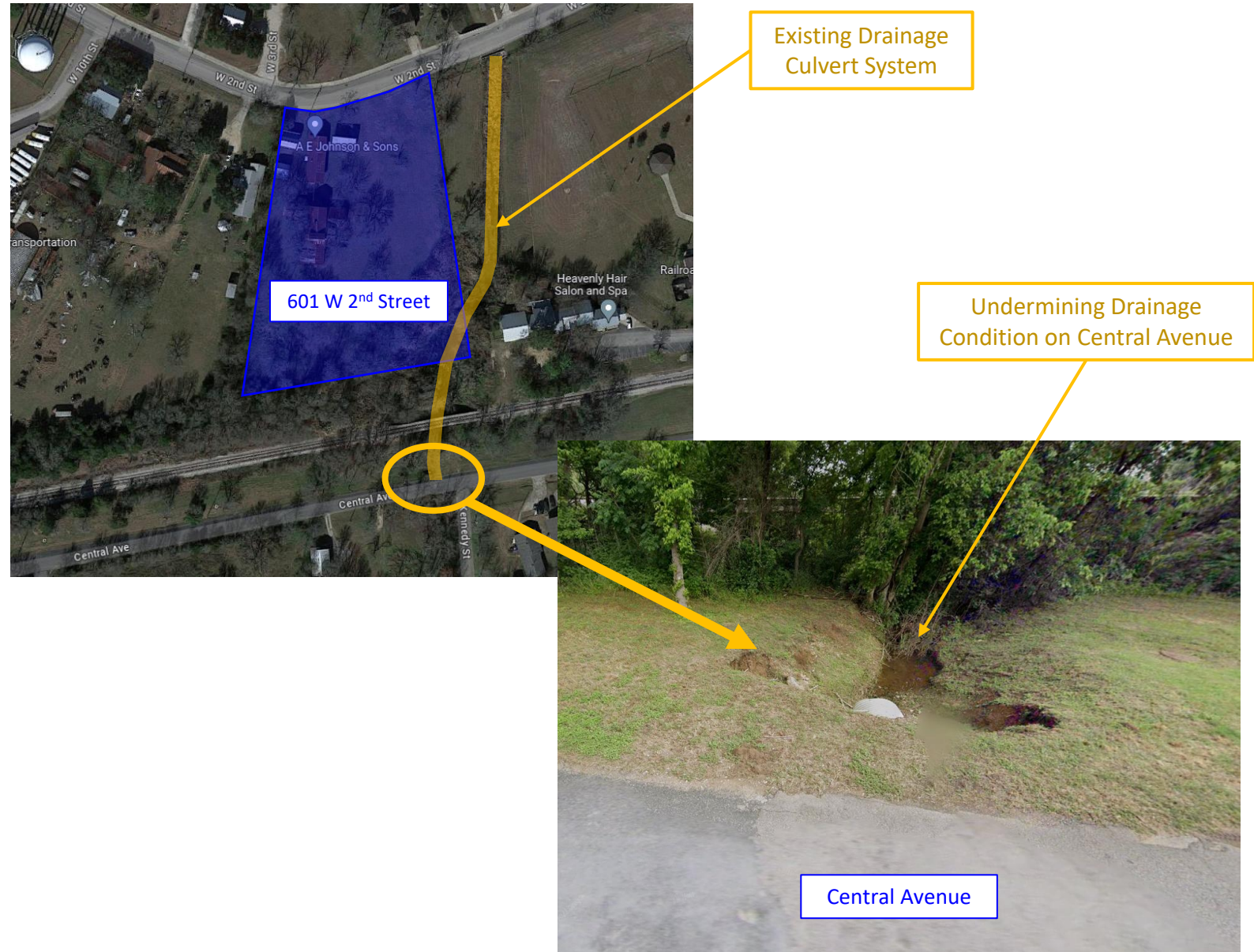
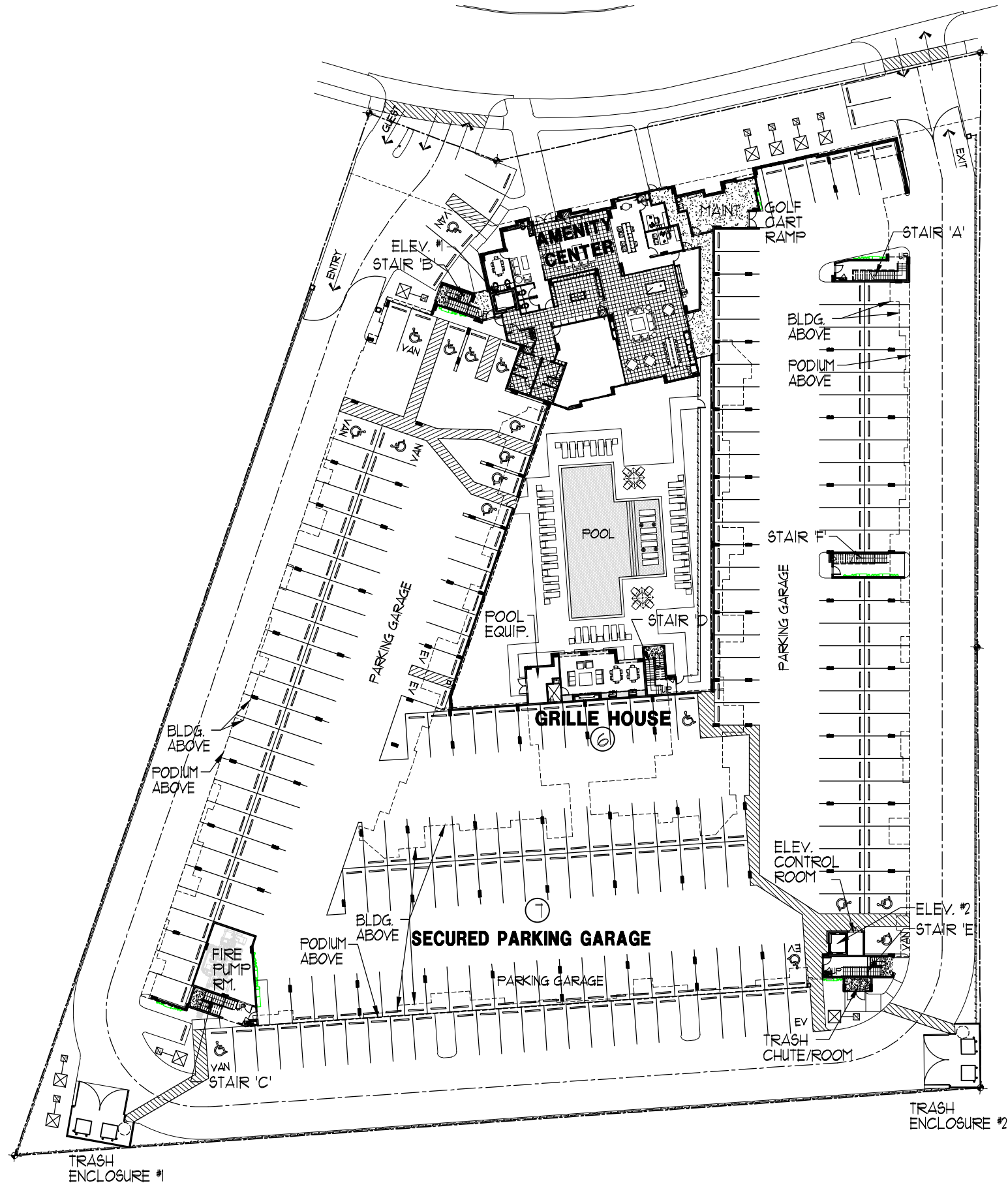


Exhibit B

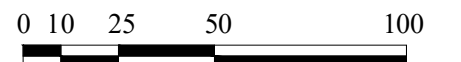


NOTE:
 ALL BUILDINGS TO BE EQUIPPED WITH FIRE SPRINKLER/STANDPIPE SYSTEMS.
 THERE ARE TWO 3500* ELEVATORS IN PROJECT.
 TYPICAL APARTMENT FLOORING:
 85% VINYL SIMULATED HARDWOOD
 15% CERAMIC TILE
 TYPICAL APARTMENT CEILING HEIGHT: 9'-0"

BUILDING PLAN - Level 1 Floor

The Katy At Elgin

Mucasey & Associates, Architects



TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

Exhibit C

RESOLUTION NO.

RESOLUTION OF NO OBJECTION TO AN APPLICATION TO THE TDHCA FOR TAX CREDITS FOR THE KATY, A PROPOSED TAX EXEMPT BOND MULTI-FAMILY RESIDENTIAL DEVELOPMENT

WHEREAS, The Katy Elgin, LP, a Texas limited partnership (the “Applicant”) has proposed a development for affordable rental housing of approximately 150 units that will be located at 602 West 2nd Street in the City of Elgin, Texas (the “City”), which development is named The Katy (the “Development”);

WHEREAS, the Applicant has submitted an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for 2024 4% Housing Tax Credits for the Development (the “Application”); and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS (THE “GOVERNING BODY”), THAT:

in accordance with the requirements of Tex. Gov’t Code §2306.67071 and 10 TAC §11.204(4), it is hereby found that:

1. Notice has been provided to the City in accordance with Tex. Gov’t Code, §2306.67071(a);
2. The City has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development;
3. The City has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov’t Code, §2306.67071(b);
4. After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application for tax credits;
5. FURTHER RESOLVED that for and on behalf of the City, Jennifer Stubbs, City Secretary, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

RESOLVED this ____ day of _____ 2023.

CITY OF ELGIN, TEXAS

THERESA Y. MCSHAN, MAYOR AT-LARGE

ATTEST:

By: _____
JENNIFER STUBBS, CITY SECRETARY



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion And Possible Direction To Staff Regarding The Distribution Of Community Non-Profit Support Funding As Included In The FY2023-24 Annual Operating Budget

DEPARTMENT: Executive

PROPOSED ACTION: This item has been placed on the agenda for general discussion and possible action relating to pending requests for funding and/or donations from various community non-profit groups and/or organizations.

BACKGROUND:

The City has annually considered requests and provided funding to various on-profit groups and organizations serving the Elgin Community. Based on the City's commitment to this effort in prior years, the City Council approved an overall funding set-aside of \$50,000 for this purpose in the FY23-24 Annual Budget. Also typical of prior years, however, the City has received requests from such organizations that totals more than that amount. To that end, the Council created an ad hoc committee including the Mayor and Council Members who have reviewed and scored the applications; ultimately resulting in a recommendation as to the distribution of the funds budgeted for the current fiscal year.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consideration of and direction to staff regarding the distribution of Community Non-Profit Support funding as included in the FY2022-23 Annual Operating Budget.

ATTACHMENTS:

1. Non Profit scoring 11_2023

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

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

Non-Profit Organizations	How much is requested?	Joy	Chuck	Sue	Yalecia	Overall Score	Overall Amt to grant	Chuck	Sue	Yalecia	Joy	Have they received money in the past year?	If yes, how much?	Number of Elgin residents served
Advocacy Outreach	\$ 10,000.00	45.00	30.00	41.00	31.00	36.75	\$ 4,500.00	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00	\$ 6,000.00	Yes	\$ 7,000.00	477
Allure Alliance Inc.-Community Health Worker Training	\$ 100,000.00	16.00	9.00	9.00	13.00	11.75	\$ -	\$ -	\$ -	\$ -	\$ -	No		120
Allure Alliance Inc.-Kiss and Tell Program	\$ 63,800.00	16.00	9.00	9.00	13.00	11.75	\$ -	\$ -	\$ -	\$ -	\$ -	No		120
Allure Alliance Inc.-Queen Talk	\$ 63,800.00	16.00	9.00	9.00	13.00	11.75	\$ -	\$ -	\$ -	\$ -	\$ -	No		120
Bastrop County Women's Shelter	\$ 3,000.00	27.00	32.00	42.00	23.00	31.00	\$ 1,875.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00	\$ -	No		62
Black Men's Health Clinic	\$ 40,000.00	9.00	9.00	9.00	13.00	10.00	\$ -	\$ -	\$ -	\$ -	\$ -	No		2
CASA	\$ 3,500.00	41.00	34.00	40.00	36.00	37.75	\$ 1,750.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	No		50+
Chariot Drive A Senior	\$ 10,000.00	41.00	37.00	41.00	31.00	37.50	\$ 3,750.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	Yes	\$ 5,000.00	73
Children's Advocacy Center	\$ 14,500.00	41.00	33.00	39.00	25.00	34.50	\$ 3,250.00	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ -	No		70 in 2022
Elgin Alley Cats	\$ 12,000.00	45.00	33.00	31.00	20.00	32.25	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 5,000.00	Yes	\$ 5,000.00	60
Elgin Arts Association	\$ 4,000.00	45.00	29.00	31.00	30.00	33.75	\$ 3,125.00	\$ 3,000.00	\$ 4,000.00	\$ 1,500.00	\$ 4,000.00	Yes	\$ 4,000.00	250+
Elgin Cares Organization	\$ 17,650.00	45.00	29.00	45.00	40.00	39.75	\$ 9,400.00	\$ 3,000.00	\$ 10,000.00	\$ 7,000.00	\$ 15,000.00	Yes	\$ 5,000.00	446
Elgin Community Cupboard	\$ 15,000.00	45.00	40.00	45.00	37.00	41.75	\$ 11,100.00	\$ 15,000.00	\$ 10,000.00	\$ 7,000.00	\$ 10,000.00	Yes	\$ 15,000.00	1,000+
Elgin Juneteenth Organization	\$ 3,000.00	27.00	29.00	38.00	30.00	31.00	\$ 2,500.00	\$ 2,000.00	\$ 3,000.00	\$ 5,000.00	\$ -	No		500+
Mary Christian Burleson Foundation Foundation	\$ 10,000.00	45.00	31.00	31.00	27.00	33.50	\$ 4,125.00	\$ 3,000.00	\$ 1,500.00	\$ 2,000.00	\$ 10,000.00	Yes	\$ 4,000.00	City-wide
Relay for Life of Elgin	2,000	13.00	29.00	27.00	36.00	26.25	\$ 750.00	\$ 1,000.00	\$ -	\$ 2,000.00	\$ -	No		250+
V.F.W. Post 6115	2,500	9.00	29.00	25.00	21.00	21.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	No		Lots-Total Number is Unknown
													\$ 45,000.00	
							\$ 374,750.00	\$ 50,125.00						



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION ALLOWING THE CITY OF ELGIN, TEXAS, ("CITY") TO ENTER INTO A PROPERTY EXCHANGE AGREEMENT TO ACCEPT THE CONVEYANCE FROM TEJEDA J. SANTANA, ("SANTANA") OF A .244 ACRE TRACT OF REAL PROPERTY IN THE CITY OF ELGIN MORE PARTICULARY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION ("SANTANA PROPERTY") IN EXCHANGE FOR THE CONVEYANCE BY THE CITY TO ELGIN .247 ACRE TRACT OF REAL PROPERTY IN THE CITY OF ELGIN MORE PARTICULARY DESCRIBED IN EXHIBIT "B" TO THIS RESOLUTION ("CITY PROPERTY").

DEPARTMENT: Public Works

PROPOSED ACTION: Consider and approve the property exchange agreement as presented and described in the attached exhibit.

BACKGROUND:

Staff have engaged in discussions with the property owner at the corner of Brenham and Kennedy streets. The result of the discussions is that the property owners desire to have dedicated access to Brenham street from land locked parcel. The City owns property with road frontage and is willing to exchange this property for the same amount of property along Kennedy street that will facilitate the upcoming drainage project. The property owners are agreeable to the terms of the property swap and the item is now in front of council for approval.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Consider and approve the property exchange agreement as presented and described in the attached exhibit.

ATTACHMENTS:

1. Resolution Authorizing Santana Property Exchange2.0
2. EXCHANGE AGREEMENT Property Swap Santana
3. 23TRC003 CITY OF ELGIN SWAP EXHIBIT 1
4. 23TRC003 CITY OF ELGIN SWAP EXHIBIT 2
5. Exhibit-Kennedy Street City Properties

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

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

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

RESOLUTION NO. _____

RESOLUTION ALLOWING THE CITY OF ELGIN, TEXAS, (“CITY”) TO ENTER INTO A PROPERTY EXCHANGE AGREEMENT TO ACCEPT THE CONVEYANCE FROM TEJEDA J. SANTANA, (“SANTANA”) OF A .244 ACRE TRACT OF REAL PROPERTY IN THE CITY OF ELGIN MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION (“SANTANA PROPERTY”) IN EXCHANGE FOR THE CONVEYANCE BY THE CITY TO ELGIN .247 ACRE TRACT OF REAL PROPERTY IN THE CITY OF ELGIN MORE PARTICULARLY DESCRIBED IN EXHIBIT “B” TO THIS RESOLUTION (“CITY PROPERTY”).

WHEREAS, the City is the owner of City Property; and

WHEREAS, Tejada J. Santana is the owner of Santana Property; and

WHEREAS, it is the desire of the City and Santana that the City Property be conveyed to Santana to allow public access to other property Santana owns to allow the development on the property and for other public purposes; and

WHEREAS, Santana has agreed to convey the Santana Property to the City and City has agreed to convey City Property to Santana; and

WHEREAS, the City and Santana are relying on real estate appraisals performed by the Bastrop County Central Appraisal District to determine the values of the Santana Property and the City Property; and

WHEREAS, by virtue of the appraisals, it was determined the Santana Property and City Property are of approximately equal value; and

WHEREAS, the City and Santana desire to exchange the real property currently owned by them.

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

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

Section 2. Authorization. by the City, that the City Manager is authorized to execute the Property Exchange Agreement with Santana attached as Exhibit “C” to this Resolution and upon execution the Mayor is authorized to execute all documents necessary to convey City Property to the Santana in exchange for receipt from the Santana of legal title of the Santana Property.

Section 3. Trading property It is further resolved that it is in the best interest of the City that the City acquire the Santana Property for the public necessity of facilitating a drainage project and for other public purposes.

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

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

PASSED AND ADOPTED this 5th day of December 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary

EXCHANGE AGREEMENT

This Agreement is by and between the City of Elgin, Texas a home rule city ("City") and the Tejada J. Santana ("Santana") and is given to state the terms and conditions of an exchange of real property between the parties.

1. The City is the owner of approximately 0.247 acres of real property located in the City of Elgin more particularly described in Exhibit "A" to this Agreement ("City Property").

2. Santana is the owner of 0.244 acres of real property located in the City of Elgin more particularly described in Exhibit "B" to this Agreement ("Santana Property").

3. The City desires to exchange the City Property for the Santana Property and Santana has agreed to the exchange.

4. The City and Santana have agreed to relying the current appraisals on both the City and Santana Property by the Bastrop County Central Appraisal District ("Appraisal").

5. The fair market value of the City Property was determined by the Appraisal to be \$____.00 and the Santana Property to be \$____.00. Santana also agrees to pay any costs for a title policy. Santana also agrees to pay any unpaid property taxes for the Santana Property prior to closing.

6. It is in the best interest of the City that the Santana obtains by exchange the City Property for the purpose of providing access to other property owned by Santana and to allow him to develop property owned by him in the City of Elgin.

7. The City and Santana have entered into this Agreement under the provisions allowed by the Texas Local Government Code, section 272.001 and will take any action necessary or under the statute to complete the exchange.

8. The City and Santana have requisite authorization by the parties necessary to authorize and complete this exchange and the signature by the representatives below is on behalf of each respective party.

10. The City and Santana have examined record title to the City and Santana Property and are completing this exchange having had such opportunity.

11. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement and the application of the provision or part of this Agreement to other persons or circumstances shall not be affected thereby, provided, the parties mutually covenant and agree to attempt to implement the unenforceable, invalid, or unlawful provision in a manner which is enforceable, valid or lawful.

12. Unless otherwise provided herein, any notice, communication, request, reply, or advice ("Notice") provided or permitted to be given, made, or accepted by any party to the other party must be in writing and may be given or served by depositing the notice in the United States mail postpaid and registered or certified and addressed to the other party. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, for and after the expiration of three (3) days after the notice is deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed shall be as follows:

City of Elgin
Attention of
The City Manager
310 N. Main Street
Elgin, Texas 78621

Tejeda K. Santana

13. This Agreement may be not assigned by either party.

14. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

15. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

16. The terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Bastrop County, Texas, shall be a proper place of venue for suit hereon.

17. By their execution hereof each of the undersigned parties represents and warrants to the parties to this document that he or she has the authority to execute this Agreement in the capacity shown.

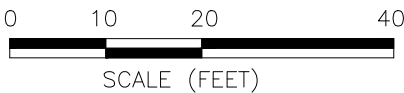
This Agreement is dated the _____ day of _____, 2023.

CITY OF ELGIN, TEXAS

TEJEDA J. SANTANA

BY: Theresa Y. McShan
ITS: Mayor

Tejeda J. Santana



TURRUBIARTE BENJAMIN & VIRGINIA
PID 14847
VOL. 1109 PG. 653
CALLED 0.5 ACRES

TEJEDA J SANTANA
PID 14874
DOC. NO. 201715185
CALLED 1.00 ACRES

CITY OF ELGIN
PID: 14865
(BASTROP APPRAISAL
ERRONEOUS LOCATION)
VOL. 1942 PG. 554
0.247 ACRES
(CALLED 0.25 ACRES)

CITY OF ELGIN (25'x60')
PID: 14862
VOL. 1919 PG. 360
CALLED 0.03 ACRES

BENJAMIN TURRUBIARTE
SUBDIVISION
LOT 2
CAB. 2 SLIDE 244A

P.O.B.
1/2" CAPPED ROD
"RALPH"
N:10100730.75
E:3229094.92

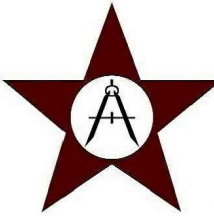
NOTE:
NO ADDITIONAL IMPROVEMENTS
WERE LOCATED ON THE GROUND
PER THIS SURVEY.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET

LEGAL DESCRIPTION

BEING 0.247 ACRES OF LAND IN THE JONATHAN BURLESON SURVEY
ABSTRACT NO. 18 BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT
TRACT OF LAND CONVEYED TO THE CITY OF ELGIN IN VOLUME 1942,
PAGE 554, AND A 25'X60' STRIP OF LAND CONVEYED TO THE CITY OF
BASTROP BY DEED IN VOLUME 1919, PAGE 360, ALL IN THE OFFICIAL
PUBLIC RECORDS BASTROP COUNTY, TEXAS



**SHERWOOD
SURVEYING & S.U.E.**
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPCLS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

DATE: 11/02/2023 DRAWN BY: CO PROJECT No. 23TRC003

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT
ADDITIONAL RESEARCH TO DETERMINE IF OTHER
MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS
PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR
OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE
COORDINATES, CENTRAL ZONE

DATE OF FIELDWORK: 10/30/2023



SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL
LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION
NUMBER 4069, HEREBY STATE THAT DURING THE MONTH
OF OCTOBER, 2023, A SURVEY OF THE REAL PROPERTY
SHOWN HEREON WAS MADE UPON THE GROUND
UNDER MY DIRECTION AND SUPERVISION.

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069

11/08/2023
DATE



P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
WWW.SHERWOODSURVEYING.COM
TBPES FIRM #10044200

FIELD NOTES FOR A 0.247 ACRE TRACT OF LAND

BEING 0.247ACRES OF LAND IN THE JONATHAN BURLESON SURVEY ABSTRACT NO. 18 BASTROP COUNTY, TEXAS, AND BEING ALL OF THAT TRACT OF LAND CONVEYED TO THE CITY OF ELGIN IN VOLUME 1942, PAGE 554, AND A 25'X60' STRIP OF LAND CONVEYED TO THE CITY OF BASTROP BY DEED IN VOLUME 1919, PAGE 360, ALL IN THE OFFICIAL PUBLIC RECORDS BASTROP COUNTY, TEXAS

BEGINNING AT AN IRON ROD FOUND CAPPED "RALPH" FOR THE SOUTH CORNER OF THIS TRACT, AND ALSO BEING THE EAST CORNER OF LOT 2, BENJAMIN TURRUBIARTE SUBDIVISION, RECORDED IN CABINET 2, SLIDE 244A, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, SAID CORNER HAVING GRID COORDINATES OF (N: 10100730.75, E: 3229094.92);

THENCE, WITH THE COMMON LINE OF ABOVE MENTIONED 0.25 ACRE TRACT AND THE EAST LINE OF LOT 2, N 45°53'13" W, A DISTANCE OF 102.79 FEET TO AN IRON ROD FOUND CAPPED "RALPH" BEING IN THE SOUTH LINE OF A 0.5 ACRE TRACT OF LAND CONVEYED TO BENJAMIN & VIRGINIA TURRUBIARTE BY DEED IN VOL. 1109, PG. 853, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINE OF SAID 0.5 ACRE AND 0.25 ACRE TRACTS N 45°56'44" E, A DISTANCE OF 106.44 FEET TO AN IRON ROD FOUND CAPPED "RALPH" BEING IN THE EAST LINE OF A CALLED 1.00 ACRE TRACT CONVEYED TO TEJEDA J SANTANA IN DOCUMENT NO. 201715185, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINE OF SAID 1.00 ACRE & 0.25 ACRE TRACTS, S 44°01'46" E A DISTANCE OF 102.87 FEET TO AN IRON ROD CAPPED "RALPH" BEING IN THE NORTH RIGHT-OF-WAY LINE OF WEST BRENHAM ST;

THENCE, ALONG THE NORTH RIGHT-OF-WAY OF BRENHAM ST, S 46°01'04" W, AAT 25.06 FEET PASS AN IRON ROD FOUND CAPPED "RALPH" FOR THE SOUTH CORNER OF THE ABOVE MENTIONED 25'X60' STRIP OF LAND CONVEYED TO THE CITY OF EGLGIN, IN ALL A TOTAL DISTANCE OF 103.11 FEET, TO THE **PLACE OF BEGINNING** CONTAINING 0.247 ACRES MORE OR LESS

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

11/08/2023

RICHARD A. GOODWIN DATE
R.P.L.S. #4069 STATE OF TEXAS
PROJECT NO. 23TRC003







TURRUBIARTE LUIS
PID 14841
VOL. 1585 PG. 201
CALLED 3.81 ACRES

N 83°31'47" E 18.32'

N 81°23'01" E 40.32'

1/2" IRF
"RALPH"

1/2" IRF
"RALPH"

TEJEDA J SANTANA
PID 14874
DOC. NO. 201715185
CALLED 1.00 ACRES

NASH LEEN & FREDDIE J
PID 14883
VOL. 1699 PG. 244
CALLED 0.29 ACRES

0.244 ACRES

N 14°30'10" E 236.83'

S 16°04'21" W 178.93'

P.O.B.
1/2" CAPPED IRON
"RALPH"
N:10100867.71
E:3229236.99

W BRENHAM ST
(VARIABLE WIDTH RIGHT-OF-WAY)

1/2" IRF
"RALPH"

CITY OF ELGIN (25'x60')
PID: 14862
VOL. 1919 PG. 360
CALLED 0.03 ACRES

CITY OF ELGIN
PID: 14865
(BASTROP APPRAISAL
ERRONEOUS LOCATION)
VOL. 1942 PG. 554
0.247 ACRES
(CALLED 0.25 ACRES)

NOTE:

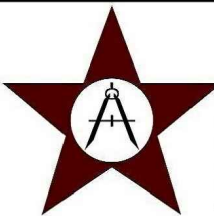
NO ADDITIONAL IMPROVEMENTS
WERE LOCATED ON THE GROUND
PER THIS SURVEY.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD SET

LEGAL DESCRIPTION

BEING 0.244 ACRES OF LAND SITUATED IN THE JONATHAN BURLESON
SURVEY ABSTRACT NO. 18, BASTROP COUNTY, TEXAS, AND BEING
APART OF THAT CALLED 1.00 ACRE TRACT OF LAND CONVEYED TO
SANTANA TEJEDA IN DOCUMENT NO. 201715185 OFFICIAL PUBLIC
RECORDS OF BASTROP COUNTY, TEXAS



**SHERWOOD
SURVEYING & S.U.E.**
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
6477 FM 311, P.O. BOX 992 TBPCLS FIRM#10044200
SPRING BRANCH, TEXAS 78070
PHONE (830) 228-5788 FAX (830) 885-2170

SURVEYOR NOTES:

THIS BOUNDARY SURVEY WAS COMPLETED WITHOUT
ADDITIONAL RESEARCH TO DETERMINE IF OTHER
MATTERS OF RECORD, IF ANY, MIGHT AFFECT THIS
PROPERTY, SUCH AS EASEMENTS, SETBACKS, OR
OTHER ENCUMBRANCES.

BASIS OF BEARING IS NAD83 TEXAS STATE PLANE
COORDINATES, CENTRAL ZONE

DATE OF FIELDWORK: 10/30/2023



SURVEYORS CERTIFICATE

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL
LAND SURVEYOR IN THE STATE OF TEXAS, REGISTRATION
NUMBER 4069, HEREBY STATE THAT DURING THE MONTH
OF OCTOBER, 2023, A SURVEY OF THE REAL PROPERTY
SHOWN HEREON WAS MADE UPON THE GROUND
UNDER MY DIRECTION AND SUPERVISION.

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4069

11/08/2023
DATE



📍 P.O. BOX 992 | 6477 FM 311, SPRING BRANCH, TX 78070
🔗 WWW.SHERWOODSURVEYING.COM
🔍 TBPELS FIRM #10044200

FIELD NOTES FOR A 0.244 ACRE TRACT OF LAND

BEING 0.244 ACRES OF LAND SITUATED IN THE JONATHAN BURLESON SURVEY ABSTRACT NO.18, BASTROP COUNTY, TEXAS, AND BEING APART OF THAT CALLED 1.00 ACRE TRACT OF LAND CONVEYED TO SANTANA TEJEDA IN DOCUMENT NO. 201715185 OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS

BEGINNING, IN THE NORTH RIGHT OF WAY LINE OF WEST BRENHAM ST, AT AN IRON ROD FOUND CAPPED "RALPH" FOR THE MOST EASTERLY SOUTH CORNER OF THIS TRACT, AND THE SOUTHWEST CORNER OF CALLED 0.29 ACRE TRACT LAND CONVEYED TO FREDDIE & LEEN NASH RECORDED IN VOL. 1699, PG. 244 HAVING GRID COORDINATES OF (N:10100867.71, E:3229236.99);

THENCE, ALONG THE NORTH RIGHT OF WAY OF BRENHAM ST, S 46°01'31" W A DISTANCE OF 94.27 FEET TO AN IRON ROD FOUND "RALPH" AND BEING THE EAST CORNER OF A CALLED 0.25 ACRE TRACT OF LAND CONVEYED TO THE CITY OF ELGIN RECORDED IN VOL. 1942, PG. 554, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS;

THENCE, INTO AND ACROSS THE ABOVE MENTIONED 1.00 ACRE TRACT, N 14°30'10" E A DISTANCE OF 236.83 FEET TO AN IRON ROD SET CAPPED "SHERWOOD SURVEYING" IN THE NORTH LINE OF SAID 1.00 ACRE TRACT;

THENCE, ALONG THE COMMON LINE OF THE ABOVE MENTIONED 1.00 ACRE TRACT AND A 3.81 ACRE TRACT OF LAND CONVEYED TO LUIS TURRUBIARTE RECORDED IN VOL. 1585 PG. 201, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, THE FOLLOWING TWO(2) COURSES AND DISTANCES;

N 83°31'47" E A DISTANCE OF 18.32 FEET TO AN IRON ROD FOUND FOR AN ANGLE BREAK;

N 81°23'01" E A DISTANCE OF 40.32 FEET TO AN IRON ROD FOUND CAPPED "RALPH" AND BEING THE NORTHEAST CORNER OF THIS TRACT, AND THE NORTHWEST CORNER OF A 0.29 ACRE TRACT OF LAND CONVEYED TO FREDDIE & LEEN NASH

THENCE, ALONG THE COMMON LINE OF THE ABOVE MENTIONED .029 ACRE TRACT AND THE 1.00 ACRE TRACT, S 16°04'21" W A DISTANCE OF 178.93 FEET TO THE **PLACE OF BEGINNING** CONTAINING 0.244 ACRES MORE OR LESS

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, CENTRAL ZONE.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.


RICHARD A. GOODWIN 11/08/2023
R.P.L.S. #4069 STATE OF TEXAS
PROJECT NO. 23TRC003



KENNEDY ST CITY PROPERTIES EXHIBIT

0 20 40 80
SCALE: 1" = 40'

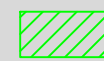
TEJEDA, J. SANTANA
PID:14874
1.00 ACRE

0.24 ACRE

CITY OF ELGIN
PID:14862
0.03 ACRE

CITY OF ELGIN
PID:14865
0.24 ACRE

LEGEND



CITY PROPERTY TO LANDOWNER



LANDOWNER PROPERTY TO CITY



TRC ENGINEERS, INC.
505 E. HUNT LAND DRIVE, STE. 250 AUSTIN, TX 78752
T.B.P.E. FIRM REGISTRATION # F-8632
(512) 454 - 8716



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2024 REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND PROVIDING FOR A SAVINGS CLAUSE

DEPARTMENT: Executive

PROPOSED ACTION: Consideration and adoption of an Ordinance establishing the Regular City Council Meeting schedule for calendar year 2024.

BACKGROUND:

The Elgin City Charter includes a provision (Article IV, Section 10) requiring the City Council to hold at least one regular meeting each month and as many additional meetings as needed during the year. It further requires that the Council pass an Ordinance specifying the days and times of such meetings, presumably at the beginning of the year. The Ordinance as presented is intended to fulfill the requirements of this provision of the Charter.

It should be noted that the schedule follows the established routine meeting date of “the first Tuesday of the month” – *except for* October, and November:

- The October regular meeting has been set for Tuesday, October 8 as the first Tuesday of the month (10/1) is National Night Out, and
- The November regular meeting has been set for Tuesday, November 12 as the first Tuesday of the month (11/5) is Election Day.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of an Ordinance establishing the Regular City Council Meeting schedule for calendar year 2023 as described; and routine direction to staff, if any.

ATTACHMENTS:

1. ORDccmtgsched1223

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

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

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

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

ORDINANCE NO. _____

**AN ORDINANCE SETTING THE TIME AND PLACE OF THE 2024
REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL OF THE
CITY OF ELGIN, TEXAS PROVIDING FINDINGS OF FACT; AND
PROVIDING FOR A SAVINGS CLAUSE**

WHEREAS, the City of Elgin City Charter stipulates and provides for the powers, duties, and obligations of the Elgin Mayor and City Council; and,

WHEREAS, Article IV, Section 10 of the City of Elgin City Charter states that, “The Council shall hold at least one (1) regular meeting each month as many additional meetings as it deems necessary to transact the business of the city and its citizens”; and,

WHEREAS, Article IV, Section 10 of the City of Elgin City Charter further provides that, “The Council shall fix, by Ordinance, the days and time of the regular meetings.

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

Section 1 – Findings - The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

Section 2 – Regular Meetings – The dates for all Regular Meetings of the Elgin City Council for calendar year 2024 shall be as follows:

Tuesday, January 2, 2024	Tuesday, July 2, 2024
Tuesday, February 6, 2024	Tuesday, August 6, 2024
Tuesday, March 5, 2024	Tuesday, September 3, 2024
Tuesday, April 2, 2024	Tuesday, October 8, 2024
Tuesday, May 7, 2024	Tuesday, November 12, 2024
Tuesday, June 4, 2024	Tuesday, December 3, 2024

Section 3 – Meeting Time – Each Regular Meeting of the Elgin City Council shall convene at 6:30PM CST at a location that shall be fixed by Council and posted upon the agenda of said meeting.

Section 4 – The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof was discussed and formally acted upon, all as required by the Open Meeting Act.

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

PASSED AND ADOPTED this 5th day of December, 2023

ATTEST:

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING AN AGREEMENT WITH BROHN HOMES FOR COST PARTICIPATION IN UPGRADING A WASTEWATER LINE AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Review and approve the cost participation agreement as presented

BACKGROUND:

Routine cost-sharing agreement whereby a private developer installs a larger wastewater line than is required for said development. City will pay cost difference for larger line and will gain greater wastewater collection capacity to service future growth.

The main trunk of the wastewater collection system on County Line Road north, runs through the Harvest Ridge Development. As development occurs for this subdivision, the contractors will be in the best position to install the upsized wastewater line. The line will not only serve Harvest Ridge for which the city has an agreement to serve and collect fees, the line will continue to extend north to other customers and development that the City has an obligation to serve through the wastewater CCN.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Review and approve the cost participation agreement as presented

ATTACHMENTS:

1. RESBrohnhomescostsharing
2. Harvest City of Elgin Cost Participation 24 inch Sewer Brohn Executed

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

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

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS
AUTHORIZING AN AGREEMENT WITH BROHN HOMES FOR
COST PARTICIPATION IN UPSIZING A WASTEWATER LINE
AND MAKING CERTAIN FINDINGS RELATED THERETO**

WHEREAS, the City of Elgin has an obligation to provide utility services to Elgin residents and nearby customers including customers to the north of Harvest Ridge Development; and,

WHEREAS, City staff and the City Engineer have reached an agreement with Brohn Homes to participate in the installation of this wastewater line; and,

WHEREAS, City Staff and the City Engineer are satisfied with the method of installation and connection to the System and are now presenting this item to council for approval.

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

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

Section 2. Authorization. The Mayor and or the City Manager is hereby authorized to execute the *Cost Participation Agreement*, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

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

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

PASSED AND ADOPTED this 5th day of December 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

**COST PARTICIPATION AGREEMENT REGARDING THE CONSTRUCTION OF A
24" SEWER LINE IN THE HARVEST RIDGE SUBDIVISION**

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF BASTROP

§

THIS COST PARTICIPATION AGREEMENT (this "**Agreement**") is entered into between the **CITY OF ELGIN, TEXAS**, a Texas home-rule city (the "**City**"), and **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Developer**"). In this Agreement, the City and Developer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the City and Developer desire to cooperate in the construction of the 24" sewer line (the "**Project**") contemplated in the Subdivision Construction Plans for Harvest Ridge Section 2B, as revised and approved in writing by the City (as the same may be further revised and approved in writing by the City, the "**Approved Plans**"), which will be mutually beneficial to the Parties; and

WHEREAS, the City agrees to reimburse Developer for a portion of the costs to construct the Project as outlined on **Exhibit "A"**, attached hereto and incorporated herein (the "**City Reimbursement Exhibit**"); and

WHEREAS, the Parties wish to memorialize their respective duties and obligations with respect to the Project;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.

TERMS

A. Recitals. The Recitals above are incorporated herein.

B. Developer Participation. Developer agrees to pay for all costs related to the construction of the Project (the "**Project Costs**") in accordance with the Approved Plans.

C. City Participation. The City agrees to reimburse Developer in an amount equal to \$277,128.00, being the construction cost to oversize the Project from a 12" sewer line to a 24" sewer line, as more particularly described on the City Reimbursement Exhibit, conditioned upon Developer constructing the Project in material conformance with the Approved Plans.

D. Reimbursement. The City will make payment to Developer as required by this Agreement within ten (10) days after the later to occur of: (i) receipt of Developer's written

request for payment, together with proof of payment of the Project Costs; and (ii) the date on which the City accepts the Project for operation and maintenance. The City reserves the right to withhold any reimbursement that is not directly related to the Project.

II.

GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid portion had never been contained herein.

B. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

C. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

D. Amendments. Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

E. Applicable Law; Venue. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Bastrop County, Texas.

F. Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

G. Exhibit. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit "A" – City Reimbursement Exhibit

H. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

I. Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

J. Notices. Notices provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service, postage prepaid, to the address of the other party shown below:

CITY: City of Elgin
Attn: City Manager
310 N. Main St.
Elgin, Texas 78621

DEVELOPER: Clayton Properties Group, Inc. d/b/a Brohn Homes
Attn: Adam B. Boenig
6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730

K. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties.

L. No Boycott Provisions.

a. Pursuant to Section 2270.002, Texas Government Code, Developer hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Indenture is a contract for goods or services, will not boycott Israel during the term of this Indenture. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

b. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is

controlled by, or is under common control with Developer and exists to make a profit.

M. Verification Regarding Energy Company Boycotts. To the extent the Agreement, as amended by this Amendment, constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Developer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

N. Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent the Agreement, as amended by this Amendment, constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “**SB 19**”), as amended, the hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any: (i) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

O. HB 1295 Compliance. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form (“**Disclosure of Interested Parties**”) at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City has no obligation under this Amendment until such form is accurately completed and properly submitted, and any City obligation is conditioned on such proper completion and submission.

(signatures on following page)

CITY OF ELGIN:

ATTEST:

By: _____
Theresa McShan, Mayor

Amelia Sanchez, City Secretary

Date: _____

CLAYTON PROPERTIES GROUP, INC.:

By: _____
Adam B. Boeing, Vice President

Date: 11/10/23

STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Theresa McShan, Mayor of the City of Elgin, Texas, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein stated.

Notary Public, State of Texas

STATE OF TEXAS

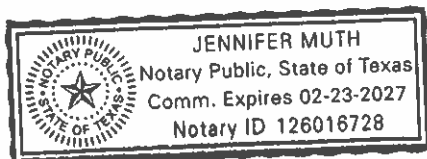
§

COUNTY OF TRAVIS

§

§

On this 10th day of November, 2023, before me, the undersigned notary public, personally appeared Adam B. Boenig, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein stated.



Notary Public, State of Texas

EXHIBIT "A"

The City Reimbursement Exhibit

24" WASTEWATER LINE					COST SAVINGS FOR 12" WWL
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
STANDARD MANHOLE FOR WASTEWATER, 5-FOOT DIA.	5	EA	\$ 8,500.00	\$ 42,500.00	\$ 277,128.00
EXTRA DEPTH, 5-FOOT MANHOLE	37	VF	\$ 453.00	\$ 16,761.00	
24-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 0' TO 8' DEEP	140	LF	\$ 195.00	\$ 27,300.00	
24-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 8' TO 10' DEEP	28	LF	\$ 199.00	\$ 5,572.00	
24-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 10' TO 12' DEEP	41	LF	\$ 204.00	\$ 8,364.00	
24-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 12' TO 14' DEEP	110	LF	\$ 209.00	\$ 22,990.00	
24-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 14' TO 16' DEEP	1,115	LF	\$ 217.00	\$ 241,955.00	
24-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 16' TO 18' DEEP	318	LF	\$ 220.00	\$ 69,960.00	
24-INCH WASTEWATER (GREEN) SDR-26 PVC PIPE AND APPURTENANCES, 18' TO 20' DEEP	267	LF	\$ 225.00	\$ 60,075.00	
24-INCH SDR 26 160 PSI (ALL DEPTHS)	20	LF	\$ 225.00	\$ 4,500.00	
TRENCH SAFETY SYSTEMS (ALL DEPTHS)	2,039	LF	\$ 2.25	\$ 4,587.75	
WET CONNECTION, 24" DIA X 24" DIA	1	EA	\$ 5,500.00	\$ 5,500.00	
TOTAL COST				\$510,064.75	
12" WASTEWATER LINE					
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
STANDARD MANHOLE FOR WASTEWATER, 4-FOOT DIA.	5	EA	\$ 6,925.00	\$ 34,625.00	
EXTRA DEPTH, 4-FOOT MANHOLE	37	VF	\$ 400.00	\$ 14,800.00	
12-INCH WASTEWATER (GREEN) SDR-35 PVC PIPE AND APPURTENANCES, 0' TO 8' DEEP	140	LF	\$ 56.00	\$ 7,840.00	
12-INCH WASTEWATER (GREEN) SDR-35 PVC PIPE AND APPURTENANCES, 8' TO 10' DEEP	28	LF	\$ 60.00	\$ 1,680.00	
12-INCH WASTEWATER (GREEN) SDR-35 PVC PIPE AND APPURTENANCES, 10' TO 12' DEEP	41	LF	\$ 64.00	\$ 2,624.00	
12-INCH WASTEWATER (GREEN) SDR-35 PVC PIPE AND APPURTENANCES, 12' TO 14' DEEP	110	LF	\$ 83.00	\$ 9,130.00	
12-INCH WASTEWATER (GREEN) SDR-35 PVC PIPE AND APPURTENANCES, 14' TO 16' DEEP	1,115	LF	\$ 88.00	\$ 98,120.00	
12-INCH WASTEWATER (GREEN) SDR-35 PVC PIPE AND APPURTENANCES, 16' TO 18' DEEP	318	LF	\$ 93.00	\$ 29,574.00	
12-INCH WASTEWATER (GREEN) SDR-35 PVC PIPE AND APPURTENANCES, 18' TO 20' DEEP	267	LF	\$ 98.00	\$ 26,166.00	
12-INCH SDR 26 160 PSI (ALL DEPTHS)	20	LF	\$ 77.00	\$ 1,540.00	
TRENCH SAFETY SYSTEMS (ALL DEPTHS)	2,039	LF	\$ 2.25	\$ 4,587.75	
WET CONNECTION, 12" DIA X 24" DIA	1	EA	\$ 2,250.00	\$ 2,250.00	
TOTAL COST				\$232,936.75	



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CASTING ITS VOTES FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

DEPARTMENT: Executive

PROPOSED ACTION: Cast a ballot and approval of the resolution.

BACKGROUND:

Discussed at previous meetings. The City of Elgin is allocated 1 vote. The Travis Central Appraisal District operates under Section 6.031(b) and the $\frac{3}{4}$ rule, so each taxing unit eligible to vote gets one vote and the candidate with the most votes wins.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Cast a ballot and approval of the resolution.

ATTACHMENTS:

1. RES TCAD Director Votes
2. Fw_ Seeking your support for the TCAD Board of Directors

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

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

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

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

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
CASTING ITS VOTES FOR THE TRAVIS CENTRAL
APPRAISAL DISTRICT BOARD OF DIRECTORS;
MAKING FINDINGS OF FACT; AND PROVIDING FOR
RELATED MATTERS.**

WHEREAS, the City of Elgin is a taxing unit within the Travis Central Appraisal District (TCAD); and,

WHEREAS, the Chapter 6 of the Texas Property Tax Code allows each tax such unit to cast votes for the Board of Directors of the Travis Central Appraisal District in proportion to their tax levy; and,

WHEREAS, the City of Elgin is allocated one vote for the Board of Directors of the Travis Central Appraisal District based Section 6.031(b) of the Tax Code.

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

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

Section 2. Votes for TCAD Board of Directors. The Mayor and City Council do hereby cast their vote for the following person to the Board of Directors of the Travis Central Appraisal District for a one -year term to begin January 1, 2024.

Nominee:	Votes Cast For:
Maria Amezcua	_____
Elizabeth Montoya	_____
Cory Vessa	_____

Section 3. Open Meetings. That it is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Local Government Code.

PASSED AND ADOPTED this 5th day of December 2023

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

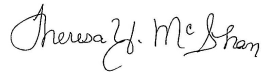
ATTEST:

JENNIFER STUBBS, City Secretary

From: [Theresa McShan Mayor](#)
To: [Jennifer Stubbs](#); [Tom Mattis](#)
Subject: Fw: Seeking your support for the TCAD Board of Directors
Date: Monday, November 27, 2023 7:56:19 PM
Attachments: [Outlook-dw3czeay.png](#)
[Outlook-mtcvleoi.png](#)

FYI

Thank you,



Theresa Y. McShan, Mayor
City of Elgin, Texas
www.elgintx.com
512-516-0813



From: Cory Vessa <vessacory@gmail.com>
Sent: Monday, November 27, 2023 4:14 PM
To: Theresa McShan Mayor <Theresa.McShan.Mayor@elgintexas.gov>; Joy Casnovsky <joy.Casnovsky@elgintexas.gov>; Chuck Swain <chuck.swain@elgintexas.gov>; Al Rodriguez <al.rodriguez@elgintexas.gov>; Sue Brashar <sue.brashar@elgintexas.gov>; Forest Dennis <forest.dennis@elgintexas.gov>; Arthur Gibson <arthur.gibson@elgintexas.gov>; YaLecia Love <YaLecia.Love@elgintexas.gov>; Matthew Callahan <matthew.callahan@elgintexas.gov>
Subject: Seeking your support for the TCAD Board of Directors

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Elgin City Council and Mayor McShan,

I am writing today as the Round Rock ISD nominee for the Travis Central Appraisal District (TCAD) Board of Directors, asking for your support. As you decide your upcoming vote on this matter, I ask that you consider my experience, knowledge, and passion for public service, all of which I believe would make me an asset to the TCAD board and community for the following reasons:

- From 2018-2022, I served as a Trustee on the Round Rock ISD Board of Trustees. This experience prepared me to be an effective member of the TCAD Board of Directors in the following ways:
 - The TCAD Board of Directors' relationship with the Chief Appraiser is

similar in nature to a Board of Trustee's relationship with the superintendent. That background and experience will help me to work together with other directors on the board, and with the input of the community, to effectively oversee the Chief Appraiser and in turn, the appraisal district.

- Both roles require adherence to the Texas Open Meetings and Public Information Acts. My experience with and understanding of these requirements has prepared me for this aspect of the job.
- My knowledge of legislative processes and legislative advocacy will assist the TCAD Board of Directors as they navigate current and proposed changes to relevant laws and regulations surrounding Appraisal Districts.
- In light of the changes to Appraisal Districts in the last legislative session which requires certain members of the Board of Directors to be publicly elected, my background as an elected public official will be an asset to the board.
- Since 2015, I have served as a director of The Rohi Foundation, which serves in impoverished communities in Reynosa, Mexico. This experience and background will also make me an effective TCAD Board of Director for the following reasons:
 - My ability to speak Spanish will assist the board as we seek to interact with the diverse constituency of Travis County.
 - My experience working in Mexico, with other nonprofits, the government, and businesses will assist me in understanding the views of property owners who come from a different cultural context.
- During the 2005 legislative session, I was a legislative aide for the Senate Health and Human Services Committee. This background as a staffer at the Texas Capitol helped me be an effective Trustee advocate and will also help me advocate on behalf of the Appraisal District and property owners in Travis County.
- My educational background, especially my Master's Degree in Public Affairs from the LBJ School at The University of Texas at Austin, helped provide me the skills necessary to succeed in positions such as the TCAD Board of Directors.

In conclusion, as you make your vote for the Travis Central Appraisal District Board of Directors, I ask that you consider my background, experience, and desire to serve our community and cast your vote in favor of my appointment. If you have any questions, please email me at vessacory@gmail.com or call 512-296-4044.

Sincerely,

Cory Vessa