



**ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
February 20, 2024
6:30 PM**

Members of the public may watch the meeting at:

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

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC 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. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE ELGIN PARK TERMS OF USE AGREEMENT WITH THE ELGIN FARMERS' MARKET.**
2. **EDC Quarterly Report February 2024**
3. **MSB Quarterly Report February 2024**
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-February 6, 2024**
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, SELECTING AND AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES PROVIDER CONTRACT FOR GENERAL LAND OFFICE GRANT 22-085-029-D270; 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.**

VIII. NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS CONSENTING TO THE ANNEXATION OF 75.608 ACRES OF LAND INTO BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.**
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH ATX ELGIN DEV, LLC AND BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO**

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.

1. **Adjourn into Executive Session pursuant to Section §551.071 Consultations with Attorney; to deliberate with legal counsel regarding pending or contemplated litigation: Citation Cause #2621-21 State of Texas vs. City of Elgin**

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. ADJOURNMENT

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

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

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

I, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, February 16, 2024, in accordance with Chapter 551 of the Texas Government Code.



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 AN AMENDMENT TO THE ELGIN PARK TERMS OF USE AGREEMENT WITH THE ELGIN FARMERS' MARKET.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve or Deny Request by the Elgin Farmers Market

BACKGROUND:

Elgin Farmers Market has an annual lease agreement with the City of Elgin to use Veterans Memorial Park every Thursday for the farmers market for \$100.00 per week. This request addresses adding a Sunday brunch market starting on Sunday March 10. This additional monthly market would follow the same requirements listed in the lease agreement. The annual agreement will be reviewed with the market and brought to Council before its July expiration.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approve Resolution

ATTACHMENTS:

1. FarmersMarketResolution 2202024
2. Terms of use agreement Farmers Market02202024

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

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AMMENDMENT TO THE
ELGIN PARK TERMS OF USE AGREEMENT WITH THE ELGIN
FARMERS' MARKET; AND PROVIDING FOR RELATED
MATTERS.**

WHEREAS, through its Code of Ordinances, Chapter 28, Article IV, the City of Elgin has defined a Park Special Event Policy that governs the use and availability of designated special event venues by organizations other than the city; and,

WHEREAS, the Elgin Farmers' Market has been operating successfully in Veterans Memorial park; and,

WHEREAS, the Elgin Farmers' Market has agreed to terms and conditions for the reoccurring utilization of Veterans Memorial Park for an event in compliance with city code and current organizational procedures.

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

Section 1. 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. The City Manager is hereby authorized to execute an amendment to the Terms of Use Agreement with the Elgin Farmers' Market of Elgin, Texas for a reoccurring event as described therein; a copy of said agreement being attached hereto, marked Exhibit A, and made part of this Resolution as if copied verbatim herein.

Section 3. 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.

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

PASSED AND ADOPTED this 20th day of February 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

TERMS OF USE AGREEMENT by and between CITY OF ELGIN and THE ELGIN FARMERS' MARKET

By execution of this City of Elgin Terms of Use (the "Terms of Use") by the undersigned authorized agent of the Elgin Farmers' Market, (the "Licensee"), in consideration for Licensee being allowed to use Veterans' Memorial Park (the "Park") and the Elgin Memorial Park Pavilion owned by the City of Elgin, Texas (the "City"), Licensee agrees that the following terms, conditions and obligations apply to such use:

A. EVENT

The proposed event is a Farmers' Market (the "Event").

B. CITY'S PARTICIPATION

The City and Licensee agree to participate in the Event, as follows:

1. The City will permit Licensee to use and occupy Veterans' Memorial Park and gazebo on Thursdays from 2pm to 9pm **and on Sundays from 9am to 3pm once per month** such times to include market set up break down and operation. Holidays – the Elgin Farmers Market may request an alternate date if a Holiday falls on Thursday. In case of inclement weather, The Farmers Market may request use of the pavilion at Elgin Memorial Park. Farmers' market will contact Parks Department on Monday to determine availability, confirm use on Wednesday morning for market on Thursday. Loading and unloading from parking lot, no driving on grass.
2. The City will allow usage and access to the restrooms at CARTS 200 Central Avenue and water faucets located in Veterans Memorial Park during the regular hours of the Event.
3. In the event of vendor numbers exceeding 21, The City will allow the usage of the wide sidewalk along Main Street to provide space for 3 or 4 additional vendors. Parking on that section of Main Street will be restricted during market hours. Market organizers will be responsible for placing barricades or cones prior to the market, and removing them after the market ends.
4. Parking for the Event will be the currently available public parking at the Chamber of Commerce and Depot Museum parking lots.

5. The City of Elgin may close streets for events or emergencies, or city business regardless of this agreement and will whenever possible provide three days notice to the Elgin Farmers' Market and waive the lease fee for that event.

6. The City of Elgin at its discretion may use the sites for city sponsored events or private rentals and will notify the Elgin Farmers' Market seven days in advance and waive the lease fee for that event.

7. In case of inclement weather the market may be moved to the museum parking lot at the City's Discretion.

8. The City may modify, maintain or improve the park including temporary holiday displays at its discretion.

C. LICENSEE'S OBLIGATIONS AND CONDITIONS PRECEDENT TO CITY'S PARTICIPATION

:

In consideration of the City's participation in the Event, the city requires the following assurances that the Site will be properly utilized by the Licensee for the benefit of the citizens of the Elgin community and surrounding area:

1. Licensee shall be responsible for maintaining the Site and facilities in a manner that is clean, neat and orderly.

2. Licensee shall limit participation at the Site to vendors that meet all state and local laws, regulations, and ordinances, and shall be responsible for removing any vendors from the area that fail to comply with the requirements noted herein for maintenance and upkeep of the facility. All food vendors cooking on site will be required to visibly post a Bastrop County Food Permit or Bastrop County Temporary Food Permit. No manufactured merchandise, resale or flea market vendors.

3. Licensee shall provide the City a copy of Premises Liability Insurance Policy naming the City as an additional insured and indemnifying the City of any liability with regard to the events and its vendors at the Site.

4. Licensee shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and

against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Licensee, or Licensee's agents, employees or subcontractors, Vendors or any participant or attendee of the Event arising from, associated with, or otherwise relating to the Event, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Licensee (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim. Maintenance of the insurance required under these Terms of Use shall not limit Licensee's obligations under this paragraph.

5. Licensee shall be responsible for all management of the activities at the project site and coordination with the City of Elgin. Organizer shall have a staff member present at the market during all hours of operation. Contact information for this individual will be provided to City staff.

6. Licensee shall provide the City a quarterly report of the activities of the Event, including particularly a report . That includes the following: weekly number of vendors, weekly number of customers (estimated), entertainment or programming provided at the market, and marketing efforts.

7. Licensee shall have an average of seven (7) vendors operating in individual booth spaces weekly. Licensee shall ensure that no stakes are driven into the turf or pavement areas at either location.

8. Licensee shall pay \$75 weekly for Veterans Memorial Park rental, Elgin Memorial Park pavilion rental \$25 (reflects the nonprofit rate, Veterans Memorial Park rental fee with gazebo is \$300 daily, pavilion rental is \$100 daily). Fees to be paid Monthly, by 25th of month for the following month. Late fee of \$25 if rental fees are not paid by the 30th.

9. Licensee shall ensure that food vendors do not dispose of coals or oil on Park property or in park trash cans.

10. Licensee may display banners or signs for the Event three hours before each Event. Signage may be placed on the gazebo – no staples or nails may be used to secure signage. Banners or signs shall be removed at the end of each Event. Two a-frame signs may be placed at the street corners throughout the year, must be kept secure and in good condition.

11. Licensee will provide First Aid resources on site with a minimum of a first aid kit and communication equipment.

D. FEES

1. Licensee shall pay fees monthly as set in Section C.8 to the City for Site Access. Licensee shall remove all Event waste at the end of each event. City may determine if staff support is required for the event and pass on the associated fees to the Licensee. City will provide five days notice to the Elgin Farmers' Market about these associated fees.
2. The City may request that the Event organizer provide portable toilets for the market, if the City determines that the existing public facilities are inadequate for the event. Associated costs will be passed on to the Licensee. This determination will be based on use and City will provide ten days notice to the Elgin Farmers' Market about these associated costs.
3. If City of Elgin determines that a police officer is needed to ensure pedestrian safety and or traffic control related to the Event, an officer based on availability may be obtained through Elgin Police Department for \$65 Dollars per hour, (or the fee stated in the annual fee schedule whichever is higher) or through another law enforcement agency if City of Elgin officers are not available. Licensee is responsible for such fees related to service.

E. OTHER

1. All parties agree that no verbal modification or amendment of this Letter of Agreement shall be allowed and, if made, shall not be binding on any of the parties. The parties agree and acknowledge that circumstances may arise that require further discussion and possible modification to this preliminary agreement.
2. The City of Elgin reserves the right to permit other uses of the facility and grounds and will provide seven days advance notice to the Elgin Farmers' Market. Licensee shall comply with all city ordinances, regulations and state laws including the noise ordinance.
3. In the case of any breach to this agreement by Licensee, all property, the facility and all facility rights revert immediately back to the City and Licensee shall have no further rights to enter onto or use the Site regarding this event. In that event, Licensee shall have no claim for damages or any causes of action against the City related to this Agreement.

F. TERM/TERMINATION

1. The term of this Agreement shall be for one year beginning on the date this

Agreement is signed, unless otherwise terminated by either Party in writing.

2. Upon sixty (60) days written notice, the City may terminate this Agreement, with or without cause, and without the consent of the Licensee. Likewise, upon sixty (60) days written notice, the Licensee may terminate this Agreement, with or without cause, and without the consent of the City.

G. CONTACT

The contact for the Licensee shall be:

Name: Emma Clark

Cell: 210-373-4598

Email: ebclark@gmail.com

Mailing Address: 104 East 7th Street
Elgin, TX 7621

The contact for the City shall be:

Name: Amy Miller, Director Community Services

Office: 512-229-3213 or 512-801-5748

Email: amiller@ci.elgin.tx.us

Mailing Address: _

City of Elgin

Attn: Director Community Services

PO Box 591

Elgin Texas 78621 _

IN WITNESS WHEREOF, City and Licensee execute these Terms of Use and agree to be bound by them regarding Licensee's use of the Premises.

CITY OF ELGIN

_____ Date: _____ City Manager

ATTEST:

_____ Date: _____ City Secretary

AGREED:

ELGIN FARMERS' MARKET By: Emma Clark Date: President, Elgin Farmers' Market



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: EDC Quarterly Report February 2024

DEPARTMENT: EDC

PROPOSED ACTION: No action is required on this item.

BACKGROUND:

N/A

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

N/A

ATTACHMENTS:

1. Quarterly Report Q1 2024

{ } 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 Council Meeting

Elgin Economic Development Corporation Quarterly Report

February 2024

- Met with downtown business to discuss their growth and future plans
- Staff attended a tour of the Samsung facility in Austin
- Rolled out the new EDC website
- Attended training for administrating the website
- Met with the City Attorney to discuss projects and contracts
- Met with a developer to discuss the City's ETJ and new rules for the ETJ
- Reorganized the EDC department staff
- Attended the BEST breakfast
- Met with Chamber staff to discuss the State of the City presentation
- Met with a developer who is purchasing 73 acres on HWY 95
- Met with one of the Brick Plants CEO to discuss their future plans
- Presented to Elgin Chamber Leadership group
- Received an updated site plan for a 60-acre mixed used development on 290
- Continue to follow up with businesses in the business park to remind them of their contact timelines.
- Met with CBRE brokers to run demographic reports and discuss possible future land acquisition sites.
- Met with a healthcare company interested in a possible partnership.
- Attended State Sales Tax Training Certification.

- Met with a Broker representing clients from South Korea potentially interested in the business park.
- Met with a developer looking for 10-acres in Elgin Business Park
- Training with software company to utilize lead generation from the EDC Website.
- Collaborated with Main Street on a possible new technology tool to benefit small businesses using data analytics.
- Bi-monthly media content planning meetings with the Community Services Department.
- Approved and Distributed \$10,000 Downtown Business Enhancement Grant.
- Partnered with Main Street and Expedition Texas.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: MSB Quarterly Report February 2024

DEPARTMENT: Community Services

PROPOSED ACTION: None

BACKGROUND:

The Main Street board includes Krista Marx, Sarah Gudenkauf, Jake Carter, Monica Nava, Skie O'Mahoney, Michelle Nicholson, Erin Riley, Amber de la Rosa, and Mercathea Hughes. Board members are appointed to implement downtown revitalization through the Main Street Four Point approach – Economic Vitality, Design, Promotion, and Organization. As a Texas Main Street City, Elgin receives design assistance and technical guidance through the Texas Historic Commission. The state program is overseen by Main Street America. A summary of Committee Activities for the last quarter is attached.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

None

ATTACHMENTS:

1. MSB Quarterly Update February 2024

{ } 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.

Main Street Board/Committee Report to the City Council

The Main Street board includes Krista Marx, Sarah Gudenkauf, Jake Carter, Monica Nava, Skie O'Mahoney, Michelle Nicholson, Erin Riley, Amber de la Rosa, and Mercathea Hughes.

Board members are appointed to implement downtown revitalization through the Main Street Four Point approach – Economic Vitality, Design, Promotion, and Organization.

As a Texas Main Street City, Elgin receives design assistance and technical guidance through the Texas Historic Commission. The state program is overseen by Main Street America.

1.) Summary of Committee Activities for the Past 4 Months

The Main Street Board awarded \$2,212.92 in marketing assistance grants since November 1, 2023.

One new business has opened downtown: Millie's on Main located at 212 N Main Street.

For lease downtown:

- 2 Depot Square #E – 121 sq. ft. office space on 2nd floor
- 2 Depot Square #D – 432 sq. ft. office space on 2nd floor
- 101 W. 1st Street #D – 256 sq. ft. office space on 2nd floor
- 101 W. 1st Street #E - 256 sq. ft. office space on 2nd floor
- 111 W. 2nd Street #102 – 700 sq. ft. office/retail space
- 116 E 1st Street - 960 sq. ft. office/retail space
- 109 #A Central Avenue – 2900 sq. ft. of mixed-use space

For Sale downtown:

- 105 N. Main Street – 2250 sq. ft. office/retail
- 116 Depot Street - 5,390 sq. ft. mixed use space

Promotional events in addition to the monthly Sip, Shop, & Stroll:

- Shop Small Saturday
- Holiday by the Tracks with Hot Cocoa Stroll, Candy Bazaar & Lighted Holiday Parade
- Holiday Concert
- The Art of Giving
- Elf on the Shelf Scavenger Hunt
- Santa Sightings & Home for the Holidays
- Stocking Stuffer Saturday

The Main Street Board worked as a team on the end of year national report to Main Street America highlighting the current transformation strategies.

TRANSFORMATION STRATEGY WORK PLAN FY23

Organization Name: <i>Elgin Main Street Program</i> Town, State: <i>Elgin, Texas</i>		Date: <i>01/21/24</i> Completed by: <i>Main Street Manager/Board Director</i>	
Vision: We envision a revitalized and active historic downtown destination with warm-hearted friendly people and vital businesses where ethnic and cultural diversity are celebrated.			
Transformation Strategy #1: <i>Family Friendly, Family-Serving</i>		Transformation Strategy #2: <i>Expanding Downtown Arts & Culture</i>	
Goal 1	Goal 2	Goal 1	Goal 2
<i>In collaboration with Elgin Parks & Rec, develop and publicize a schedule of family-friendly activities for the newly expanded Veterans’ Memorial Park to begin after phase I of the expansion is complete (May-December 2024).</i>	<i>Develop means and methods for measuring community engagement and participation in Downtown events and/or activities. (May 2024 pilot)</i>	<i>Review and update the Public Art Plan for downtown Elgin.</i>	<i>Expand marketing and participation in downtown cultural events relevant to the Elgin community by Dec. 2024.</i>
Lead: Krista Marx and Erin Riley	Lead: Sarah Gudenkauf	Lead: Jake Carter	Lead: Mercathea Hughes and Amber de la Rosa
Annual Responsibilities Strengthen partnerships, explore additional ways to provide economic support, continue work with the EDC for downtown business recruitment, use our Main Street branding image campaign for regional visibility to encourage visitors and residential customer traffic to the downtown district.			

The Promotion and Tourism committee has focused on attracting tourists to Elgin, getting locals to use @VisitElginTX for promotions and to be included in the “This Week in Elgin” and “This Weekend in Elgin” posts. Our followers doubled in the last year on Facebook and Instagram with an increase in interaction from 18 to 24-year-olds. The latest campaign highlights downtown on two Hwy. 290 billboards and a Cap Metro bus wrap.

The Design Committee has been on hiatus through the holidays and due to illness. Meetings resume on Tuesday March 12th at 4 pm.

Volunteers – Our volunteer effort continues into the new year. Hogeye volunteer planning has begun early due to the Main Street Board Leadership Team that has been developed. Volunteer efforts are being organized by Donna Ambrosio.

2.) Summary of Proposed Activities for the Next 4 Months

The Main Street Board is holding a secondary monthly meeting to work on launching Hogeye as early as possible this year. Preliminary design of this year's logos has been approved. Planning to have applications and sponsorships opportunities launched by April 1st.

The Business Retention Committee, which Main Street calls Economic Vitality, is looking for a new committee chair.

Promotion and Tourism plans to continue to discover innovative ways to increase visibility for Elgin as a tourist destination highlighting local assets, local events, and the weekly Farmer's Market.

The Design Committee has updated the Public Art Plan and is determining potential projects and focus for the new year.

Upcoming Events:

- Music in the Park – Every Friday in March and April.
- Imagine the Possibilities Tour
- Explore Elgin Arts & Culture May 9 – 12



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, non-agenda 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-February 6, 2024

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 City Council Regular Meeting Minutes as presented.

ATTACHMENTS:

1. City Council Regular Meeting Minutes- February 6, 2024

{ } 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 MINUTES
February 6, 2024
6:30 PM

CALL TO ORDER

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

ROLL CALL

Mayor McShan called roll call and stated that Councilmember Love and Councilmember Rodriguez were both running late.

Present:

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

Absent: Al Rodriguez, Council Member

Staff:

Thomas L. Mattis, City Manager
Jennifer Stubbs, City Secretary
Beau Perry, City Engineer/Interim Development Services Director
Belen Pena, Finance Director
Amy Miller, Community Development Director
Chris Noble, Chief of Police
Aaron Crim, Commander
Chris Wolfe, Lieutenant
Pam Sanders, Human Resources Director
Michael Gonzalez, Public Works Director
Sonia Browder, Media Specialist

INVOCATION

Mr. Callahan provided the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING

1. **A PUBLIC HEARING ON AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION OF AND OPERATION OF A CAR WASH FACILITY ON PROPERTY LOCATED AT 1391 WEST HIGHWAY 290 (WALLACE LUNDGREN SUBDIVISION, LOT 2, ACRES 1.0040, CITY OF ELGIN, TEXAS, BASTROP COUNTY, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

There was no one who wished to speak under the public hearing item. The public hearing item was closed.

PUBLIC COMMENT

There was no one who wished to speak under the public comment item.

CITY MANAGERS REPORT

1. **FY 23-24 City of Elgin Q1 Investment Report**
Mr. Mattis stated that this was a report staff was compelled to present at a Council meeting. There were no questions from Council.
2. **Planning & Zoning Commission (PZC) Quarterly Report**
Mr. Mattis stated that the P&Z quarterly report was provided to the Council. There were no questions from Council.
3. **General Activity Report and/or Project Update**
Mr. Mattis invited the public to the Morris Memorial Park Grand opening on Saturday, February 10th at 2:00 p.m.

CONSENT AGENDA

1. **City Council Regular Meeting Minutes-January 23, 2024**
The minutes were approved on the consent agenda.
2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE PROFESSIONAL SERVICES FEES WITH FGM ARCHITECTS INC. RELATED TO THE ELGIN POLICE DEPARTMENT STATION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**
The resolution was approved on the consent agenda.
3. **CONSIDER REQUEST TO WAIVE OPEN CONTAINER FOR MUSIC IN THE PARK EVERY FRIDAY IN APRIL AND MAY IN VETERANS MEMORIAL PARK AND ON DEPOT STREET FROM 6:00PM to 10:00PM.**
The item was approved on the consent agenda.

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

NEW BUSINESS

- 1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS TO APPROVE A SERVICE AGREEMENT WITH FLOCK SAFETY FOR AN AUTOMATED LICENSE PLATE READER SYSTEM (ALPR) WITH THE ELGIN POLICE DEPARTMENT; AND TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT.**

Ms. Love arrived to the Council meeting at 6:34 p.m. Chief Noble provided a presentation and stated that these cameras can retrieve license plates for up to 30 days and monitor vehicles 24 hours a day, seven days a week. He noted that these cameras do not provide facial recognition and do not enforce traffic laws. Chief Noble and Alex Small, Flock Safety representative, answered questions of the Council. Discussion followed. Ms. Love made a motion to approve the resolution. Mr. Callahan seconded the motion. All voted in favor. The motion carried. Mr. Mattis stated that staff would bring policies back to the City Council.

- 2. AN ORDINANCE GRANTING A SPECIFIC USE PERMIT FOR CONSTRUCTION OF AND OPERATION OF A CAR WASH FACILITY ON PROPERTY LOCATED AT 1391 WEST HIGHWAY 290 (WALLACE LUNDGREN SUBDIVISION, LOT 2, ACRES 1.0040, CITY OF ELGIN, TEXAS, BASTROP COUNTY, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.**

Mr. Mattis stated that this was a routine matter, that the current commercial zoning code does not allow car washes, and that a specific use permit was required. The action tonight was for a proposed car wash to replace the current car wash. Discussion followed. Mayor Pro Tem Brashar made a motion to approve the ordinance as presented. Mr. Gibson seconded the motion. All voted in favor. The motion carried.

- 3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KEVIN BEAU PERRY AND WARD, GETZ & ASSOCIATES OF HOUSTON, TEXAS TO SERVE AS CITY ENGINEER AND DIRECTOR OF DEVELOPMENT SERVICES; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

Mr. Mattis stated that this was the contract discussed at the last meeting and provided comments. He stated that Mr. Perry would be a contract employee with the City to serve as City Engineer and Development Services Director. Mr. Swain made a motion to approve the resolution. Ms. Love seconded the motion. All voted in favor. The motion carried.

EXECUTIVE SESSION

The City Council retired into Executive Session at 7:23 p.m. The Council returned to the dais at 7:47 p.m.

RECONVENE

Mayor McShan reconvened the Regular Meeting at 7:48 p.m. No action was taken. Mayor Pro Tem Brashar made a motion to excuse Councilmember Rodriguez. Mr. Dennis seconded the motion. All voted in favor. The motion carried.

ANNOUNCEMENTS

Ms. Casnovsky announced that Sip, Shop, and Stroll was on Thursday. Mayor Pro Tem Brashar reminded the public that Valentine's Day was approaching. Ms. Miller provided information about the Community Easter Egg Hunt. She stated that stuffed eggs were due on March 15th at the Fleming Community Center or the Rec Center. The hunt would be on March 23rd at Elgin Memorial Park. Ms. Miller announced there was a blood drive at the Rec Center on Wednesday, and Chakras and Chocolate on Friday at the Library.

ADJOURNMENT

Mayor McShan adjourned the meeting at 7:52 p.m.

Theresa Y. McShan, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, SELECTING AND AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES PROVIDER CONTRACT FOR GENERAL LAND OFFICE GRANT 22-085-029-D270; AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Finance

PROPOSED ACTION: Approval of the Resolution

BACKGROUND:

This is an appointment for an appraiser for General Land Office grant contract 22- 085-029-D270 as recommended by the selection committee.

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. Elgin-D270-Draft Hiring Resolution-Appraiser

{ } 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, SELECTING
AND AUTHORIZING THE AWARD OF A PROFESSIONAL
SERVICES PROVIDER CONTRACT FOR GENERAL LAND
OFFICE GRANT 22-085-029-D270; AND MAKING CERTAIN
FINDINGS RELATED THERETO.**

WHEREAS, the General Land Office grant contract 22-085-029-D270 project implementation requires professional appraisal services;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for services to perform appraisal services for the City has been completed in accordance with federal and General Land Office requirements;

WHEREAS, the proposals received by the due date and time have been reviewed to determine the most qualified and responsive provider, giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

Section 1. That Atrium Real Estate Service is selected to be awarded a contract to provide project-related appraisal services for the General Land Office grant contract 22-085-029-D270.

Section 2. That any and all project-related service contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

Section 3. Upon successful negotiation, Elgin City Council authorizes the Elgin City Manager to execute an agreement for professional appraisal services for General Land Office grant contract 22-085-029-D270.

PASSED AND ADOPTED this 20th day of February, 2024

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 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:

The City Council approved the issuance the 2021A Certificates of Obligation (CO) inthe 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/WilliamsLtd. to provide construction services as part of the CMAR team.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the 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-BWC

- { } 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 \$59,675.20 for Bid Package 1, Payment Application #10, and a dollar amount of \$160,688.70 for Bid Package #2 Payment Application #8 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 20th day of February 2024

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 CONSENTING TO THE ANNEXATION OF 75.608 ACRES OF LAND INTO BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Executive

PROPOSED ACTION: Consider the approval of the Resolution.

BACKGROUND:

Discussed at previous meetings; ATX Elgin Dev, LLC is currently developing 200+ acres of land as the Briarwood Municipal Utility District (MUD) located within the city limits, adjacent to the west side of County Line Rd., south of FM1100. The City Council approved a Consent Agreement authorizing the MUD in June, 2022. Briarwood is the only current in-city MUD consented to by the City Council. ATX Elgin Dev, LLC and the Briarwood MUD have now acquired an additional 75 acres of land adjacent to the south side of Hwy290 and west of County Line Rd. (as further shown in the attached information). The developers are now desirous of having this land/project being part of the Briarwood MUD. This part of their project will be developed as a commercial/residential/parks mixed-use. As the project constitutes a substantial area that will be developed in phases under a master plan, it is in the mutual interests of the Briarwood MUD and the City to enter into this Annexation.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the Resolution as presented; and further direction to staff, if any, as appropriate.

ATTACHMENTS:

1. Resolution Annex Briarwood MUD
2. Annexation of Land into Briarwood MUD 2.15.2024

- { } 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 CONSENTING TO THE ANNEXATION OF 75.608 ACRES OF LAND INTO BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, 18401 Elgin Holdings, LLC, a Texas limited liability company (“Petitioner”), has submitted to the City of Elgin (the “City”) the petition attached to this Resolution as Exhibit “A” (the “Petition”) requesting the City’s consent to the annexation of the 75.608 acre tract of land more particularly described in the Petition (the “Land”), which is located within the municipal boundaries of the City, into the boundaries of Briarwood Municipal Utility District (the “District”); and

WHEREAS, the City previously consented to the creation of the District and, in connection with that consent, the City, the Developer, and the District entered into a Development and Consent Agreement dated effective June 13, 2022 (the “Consent Agreement”); and

WHEREAS, Petitioner intends to develop the Land and desires that the City consent to the District’s annexation of the Land into the District; and

WHEREAS, the City desires to grant the Petition and consent to the requested annexation of the Land by the District.

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

Section 1. The City of Elgin, Texas consents to the addition of the property described on Exhibits A (attached hereto) to be annexed into Briarwood Municipal Utility District.

Section 2. That the annexed property is subject to all terms and conditions contained in Resolution No. 2022-06-07-49.

Section 3. That the City Council further states that it has not relinquished any rights, duties or powers relating to the inclusion of the property in Briarwood Municipal Utility District within the City’s extraterritorial jurisdiction and that while the City consents to the annexation of the property on Exhibits A, it does not release the area from the City’s extraterritorial jurisdiction.

Section 4. The City Council hereby find and declares that written notice of the date, 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 20th day of February, 2024.

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Jaime Colmenero
(512) 435-2367
jcolmenero@abaustin.com

received
2/15/2024

February 15, 2024

Via Hand-Delivery

Ms. Jennifer Stubbs
City Secretary
310 N. Main Street
Elgin, Texas 78621

Re: Annexation of land into Briarwood Municipal Utility District

Dear Ms. Stubbs:

Enclosed is an original Petition to the City of Elgin, Texas, for Consent to Annexation of Land into Briarwood Municipal Utility District signed by petitioner 18401 Elgin Holdings, LLC. Please place this Petition on the agenda for the City Council's consideration at the next city council meeting.

I am also enclosing 7 originals of the Certificate of Receipt for your signature. Please acknowledge receipt of this Petition for Consent by signing and sealing the Certificates for me and return them to me with the courier hand-delivering the same.

If you have any questions regarding the enclosed please contact Sean Abbott of the firm.

Sincerely,

ARMBRUST & BROWN, PLLC



Jaime Colmenero
Legal Assistant

Enclosures

**PETITION TO THE CITY OF ELGIN, TEXAS, FOR CONSENT TO ANNEXATION OF
LAND INTO BRIARWOOD MUNICIPAL UTILITY DISTRICT
(75.608 Acres)**

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS:

The undersigned (the "Petitioner"), holding title to the 75.608 acre tract located within the municipal boundaries of the City of Elgin, Texas (the "City"), in Travis County, Texas, more fully described in the attached Exhibit "A" (the "Land"), by this petition respectfully requests that the City consent to the annexation of the Land into Briarwood Municipal Utility District (the "District"), and in support of such request would show the following:

I.

Petitioner intends to develop the Land for residential and commercial purposes and desires that the Land be annexed into the boundaries of the District. As set out in the Development and Consent Agreement between the City, the Developer, and the District, dated effective June 13, 2022 (the "Consent Agreement"), the City provides certain services to or within the District. The current land within the District receives or will receive retail water and wastewater services from the City.

II.

The general nature of the work proposed at the present time to serve the Land is the construction, acquisition, improvement, extension, maintenance, and operation of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide adequate water, wastewater, and drainage to the Land, and to control, abate, and amend local storm waters or other harmful excesses of waters, and such other construction, acquisition, improvement, maintenance, and operation of such additional facilities, systems, plants, and enterprises as may be consistent with the purposes for which the District was created.

III.

There is a necessity for the improvements described above because the Land is currently proposed to be developed for residential and commercial purposes and there is not now available within the Land adequate water, wastewater, drainage, or storm sewer systems, and the health and welfare of the present and future inhabitants of the Land, and the areas adjacent thereto, require the construction, acquisition, maintenance, and operation of such systems and other facilities and improvements to serve the Land.

IV.

The proposed work and improvements to serve the Land are feasible and practicable, and the terrain of the Land is such that water, wastewater, and drainage systems can be provided at a reasonable cost. A preliminary investigation has been made to determine the cost of the facilities required to serve the Land, and it is estimated by Petitioner, from such information as it has available at this time, that the cost of the facilities will be approximately \$5,228,132.

V.

Petitioner, by submission of this Petition, requests the City's consent to the annexation of the Land into the District.

WHEREFORE, the Petitioner respectfully prays that this Petition be heard and that the City Council duly pass and approve a resolution or ordinance granting the City's consent to the annexation of the Land into the District and authorizing the inclusion of the Land within the District.

RESPECTFULLY SUBMITTED this 29th day of January, 2024.

PETITIONER:

18401 ELGIN HOLDINGS, LLC, a Texas limited liability company

By: **18401 Elgin Manager, LLC** a Texas limited liability company, its Manager

By: **SVAG Asset Management, LLC**, A Texas limited liability company, its Manager

By: Vh

Printed Name: Sudharshan Vembutty

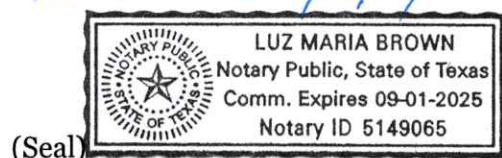
Title: Manager

Date: 01/29/24

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 29th day of JANUARY, 2024, by SUDHARSHAN VEMBUTTY, MANAGER of 18401 ELGIN HOLDINGS, LLC, a TEXAS LIMITED LIABILITY COMPANY, on behalf of said entities.



[Signature]
Notary Public, State of Texas

Exhibit "A"

The Land

EXHIBIT ____

Elgin 78 Tract
75.608 Acres

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 75.608 ACRE TRACT OF LAND OUT OF THE WILLIAM HINES SURVEY NO. 53 OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 75.587 ACRE TRACT OF LAND AS CONVEYED TO 18401 ELGIN HOLDINGS LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2022152857 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 75.608 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 5/8-inch iron rod found on the curving south right-of-way line of U.S. Highway 290 as dedicated by Volume 628, Page 514 of the Deed Records of Travis County, Texas, by Volume 11330, Page 1026 of the Real Property Records of Travis County, Texas, and by Document Numbers 1999073676 and 2000076319, both of the Official Public Records of Travis County, Texas, at the northwest corner of the above described 18401 Elgin Holdings Tract, and at the northeast corner of a called 8.603 acre tract of land as conveyed to Cecil Dale Clawson and Mary Alice Johns Clawson, Trustees of the Clawson Family Revocable Trust by Special Warranty Deed recorded in Document Number 2017115764 of the Official Public Records of Travis County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a broken TXDOT Type I concrete right-of-way monument found on the south right-of-way line of said U.S. Highway 290 and the north line of said Clawson Family Tract, at a point of curvature, bears along a curve to the left, an arc distance of 923.60 feet, having a radius of 22,858.31 feet, a central angle of 02°18'54" and a chord which bears S 86°53'12" W a distance of 923.54 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said 18401 Elgin Holdings Tract, along said curve to the right, an arc distance of 352.68 feet, having a radius of 22,858.31 feet, a central angle of 00°53'02" and a chord which bears N 88°24'28" E a distance of 352.68 feet to a broken TXDOT Type I concrete right-of-way monument found for an angle point;

THENCE, continuing with the south right-of-way line of said U.S. Highway 290 and the north line of said 18401 Elgin Holdings Tract, N 88°56'48" E a distance of 1,142.65 feet to a 1/2-inch iron rod found at the most northerly corner of said 18401 Elgin Holdings Tract, and at the northwest corner of a called 5.593 acre tract of land as conveyed to MWK 89 LLC by Special Warranty Deed recorded in Document Number 2022123838 of the Official Public Records of Travis County, Texas, from which a 1/2-inch iron pipe found on the south right-of-way line of said U.S. Highway 290, at the northeast corner of said MWK 89 Tract, and at the northwest corner of Lot 1 of SAC-N-PAC ELGIN SUBDIVISION FINAL PLAT, a subdivision recorded in Document Number 201300253 of the Official Public Records of Travis County, Texas, bears N 88°57'37" E a distance of 1,030.89 feet

THENCE, leaving the south right-of-way line of said U.S. Highway 290, with the northeast line of said 18401 Elgin Holdings Tract and the southwest line of said MWK 89 Tract, S 62°37'22" E a distance of 495.04 feet to a 5/8-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said 18401 Elgin Holdings Tract and the southwest line of said MWK 89 Tract, S 62°36'17" E a distance of 496.91 feet to a 1/2-inch iron pipe found at the southeast corner of said MWK 89 Tract, at the southwest corner of said Lot 1, and at the most westerly corner of the apparent residue of a called 70 acre tract of land as conveyed to Alvin W. Neidig Sr., et al. by instrument recorded in Volume 5986, Page 665 of the Real Property Records of Travis County, Texas, for an angle point;

THENCE, continuing with the northeast line of said 18401 Elgin Holdings Tract and with the southwest line of said apparent Neidig residue tract, S 62°25'28" E a distance of 1,391.97 feet to a 1/2-inch iron rod found on the northwest right-of-way line of County Line Road (width varies, no deed of record found), at the northeast corner of said 18401 Elgin Holdings Tract, and at the southeast corner of said apparent Neidig residue tract, for the northeast corner of the herein described tract, from which a 1/2-inch iron pipe found on the northwest right-of-way line of said County Line Road, at the northeast corner of said apparent Neidig residue tract, and at the southeast corner of said Lot 1, bears N 25°13'19" E a distance of 97.05 feet;

THENCE, with the northwest right-of-way line of said County Line Road and the southeast line of said 18401 Elgin Holdings Tract, S 27°29'18" W a distance of 1,608.46 feet to a 1/2-inch iron rod with cap stamped "Watson" found at the southeast corner of said 18401 Elgin Holdings Tract, and at the most easterly northeast corner of a called 70.220 acre tract of land as conveyed to James Thomas Hays III, Trustee of the JTH III Living Trust by Special Warranty Deed recorded in Document Number 2018194800 of the Official Public Records of Travis County, Texas, for the southeast corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 5090" found on the northwest right-of-way line of said County Line Road, at the southeast corner of said JTH III Living Trust Tract, bears S 27°06'01" W a distance of 62.26 feet;

THENCE, with the southwesterly lines of said 18401 Elgin Holdings Tract and the northeasterly lines of said JTH III Living Trust Tract the following eleven (11) courses:

- 1) N 73°39'07" W a distance of 112.18 feet to a 5/8-inch iron rod found at an exterior corner of said 18401 Elgin Holdings Tract, and at an interior corner of said JTH III Living Trust Tract, for an exterior corner of the herein described tract;
- 2) N 02°34'16" E a distance of 133.01 feet to a 1/2-inch iron rod found for angle point;
- 3) N 10°10'15" W a distance of 187.70 feet to a 5/8-inch iron rod found for angle point;
- 4) N 63°37'40" W a distance of 215.36 feet to a 5/8-inch iron rod found for angle point;
- 5) N 49°24'29" W a distance of 630.45 feet to a 5/8-inch iron rod found for angle point;

Page 2 of 5

G:\IXC\PROJECTS\ASHTON GRAY\10883-00-ELGIN_78_ACRE_TRACTS\VA04_FINAL\SMBA10883-00_ELGIN_78-FN.DOCX

- 6) N 05°57'08" E a distance of 524.16 feet to a 5/8-inch iron rod found for angle point;
- 7) N 05°49'08" W a distance of 358.68 feet to a calculated angle point;
- 8) N 11°36'55" W a distance of 124.87 feet to a 1/2-inch iron rod found at an interior corner of said 18401 Elgin Holdings Tract, and at the most northerly northeast corner of said JTH III Living Trust Tract, for an interior corner of the herein described tract;
- 9) N 84°47'28" W a distance of 832.46 feet to a 5/8-inch iron rod found for angle point;
- 10) S 78°06'23" W a distance of 822.99 feet to a 5/8-inch iron rod found for angle point; and
- 11) N 85°34'24" W a distance of 769.53 feet to a 1/2-inch iron rod found on the southeast line of said Clawson Family Tract, at the southwest corner of said 18401 Elgin Holdings Tract, and at the northwest corner of said JTH III Living Trust Tract, for the southwest corner of the herein described tract;

THENCE, with the northwest line of said 18401 Elgin Holdings Tract and the southeast line of said Clawson Family Tract, N 27°14'57" E a distance of 760.16 feet to the **POINT OF BEGINNING** and containing 75.608 acres (3,293,467 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on October 3, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. Distances shown hereon are in surface and can be converted to grid by multiplying by the combined scale factor of 0.9999262575. A sketch accompanies this description.


 Damian G. Fisher RPLS No. 6928

BGE, Inc.
 101 West Louis Henna Blvd, Suite 400
 Austin, Texas 78728
 Telephone: (512) 879-0400
 TBPLS Licensed Surveying Firm No. 10106502



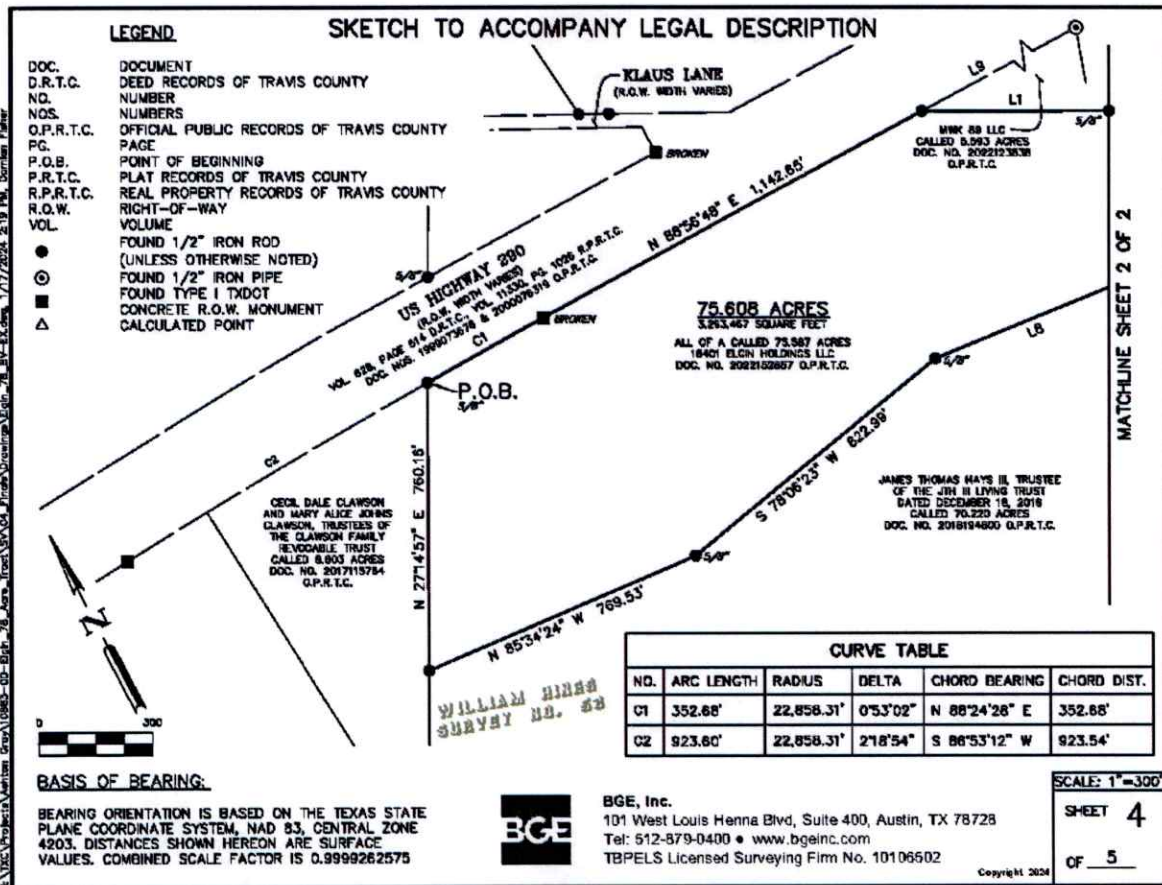
01/17/2024

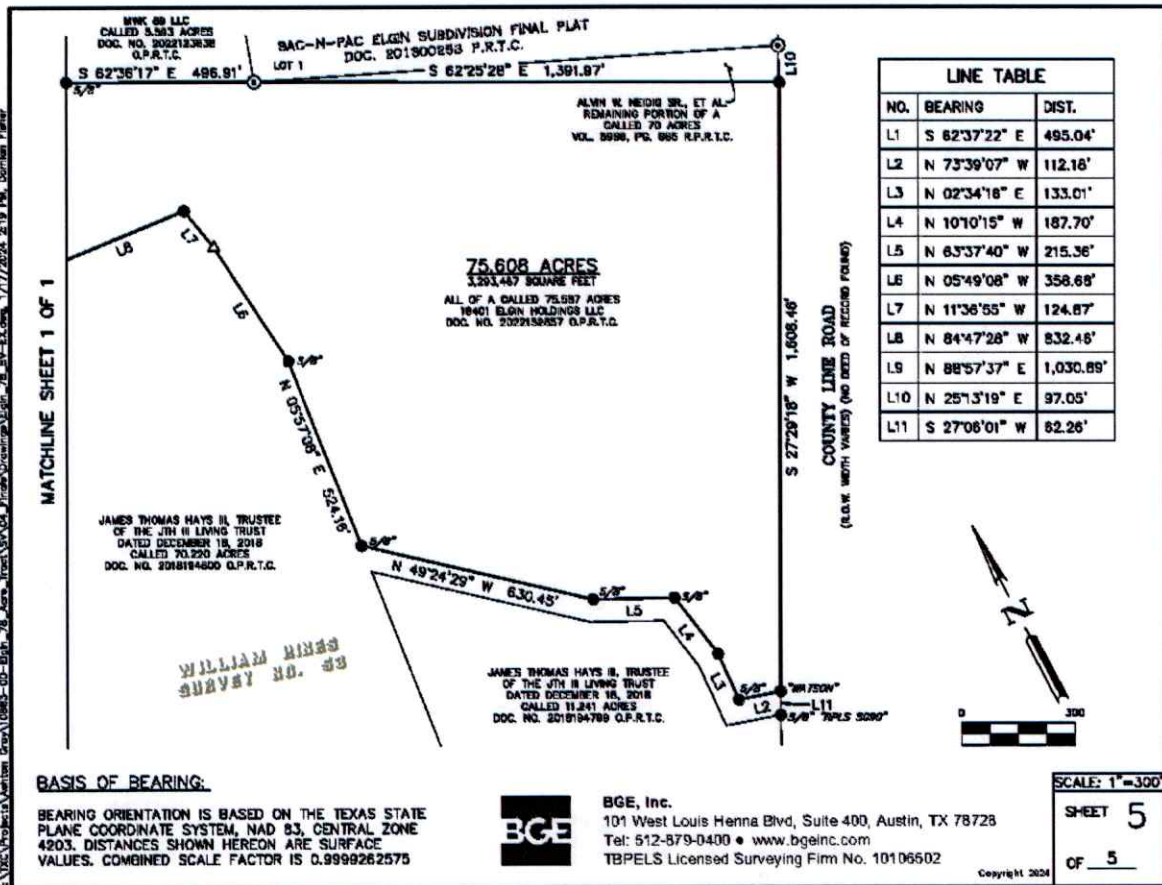
Date

Client: Ashton Gray
 Date: September 29, 2023
 Revised: January 17, 2024
 Job No: 10883-00

Page 3 of 5

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ARMBRUST & BROWN, PLLC

100 CONGRESS AVENUE
SUITE 1300
AUSTIN, TEXAS 78701-2744
(512) 435-2300

MESSENGER REQUEST

☐ RUSH ☐ (1 HR) ☒ (2 HR) ☐ (4 HR) ☐ ROUND TRIP ☐ POSTING

DATE 3/11/2014 TIME 11:20 ☐ AM ☐ PM
DEADLINE 3:20 pm ☐ AM ☐ PM
SENDER Jo Mc 2367 EXT.
ATTY. INT. SA

DELIVERY/ PICKUP CLIENT NAME AND ADDRESS

CITY OF EL PASO
COMPANY NAME
Jennifer Delbos
ATTENTION
312 N. Main Street
ADDRESS
El Paso TX 79901
CITY/STATE/ZIP
ROOM/SUITE #

SPECIAL INST.

Please file Petition with City Secretary and request
signature on 7 Certificate of Receipts enclosed and return them
to our office

RETURN ANY MATERIAL RECEIVED TO
ARMBRUST & BROWN, PLLC

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Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE DEVELOPMENT AND CONSENT AGREEMENT WITH ATX ELGIN DEV, LLC AND BRIARWOOD MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Development Services

PROPOSED ACTION: Consideration and approval of the Resolution.

BACKGROUND:

ATX Elgin Dev, LLC is currently developing 200+ acres of land as the Briarwood Municipal Utility District (MUD) located within the city limits, adjacent to the west side of County Line Rd., south of FM1100. The City Council approved a Consent Agreement authorizing the MUD in June, 2022. Briarwood is the only current in-city MUD consented to by the City Council. ATX Elgin Dev, LLC and the Briarwood MUD have now acquired an additional 75 acres of land adjacent to the south side of Hwy290 and west of County Line Rd. The developers are now desirous of having this land/project being part of the Briarwood MUD. This part of their project will be developed as a commercial/residential/parks mixed-use. As the project constitutes a substantial area that will be developed in phases under a master plan, it is in the mutual interests of the Briarwood MUD and the City to enter into this Agreement, which will provide an alternative to the typical regulatory process, encourage innovative master-planning, provide certainty of regulatory requirements, and result in a quality development project.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Approval of the First Amendment to the Development and Consent Agreement with ATX Elgin Dev, LLC and the Briarwood Municipal Utility District as presented.

ATTACHMENTS:

1. RESObriarwoodDA1stAmend224
2. Amendment No. 1. to Development and Consent Agreement - City of Elgin

{ } 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 MAYOR TO EXECUTE THE FIRST
AMENDMENT TO THE DEVELOPMENT AND CONSENT
AGREEMENT WITH ATX ELGIN DEV, LLC AND BRIARWOOD
MUNICIPAL UTILITY DISTRICT AND MAKING CERTAIN
FINDINGS RELATED THERETO**

WHEREAS, the City Council approved and authorized a Development and Consent Agreement on June 13, 2022 with ATX Elgin Dev, LLC and the Briarwood Municipal Utility District (MUD), to construct a master-planned residential development project; and,

WHEREAS, the City, ATX Elgin Dev, LLC, and the Briarwood MUD subsequently approved and executed a Joinder in Development and Consent Agreement dated February 9, 2023; and,

WHEREAS, ATX Elgin Dev, LLC, and the Briarwood MUD has undertaken development an additional 75.608 acres of land in the vicinity of the District, has submitted the Petition to the City for Consent to Annexation of Land into Briarwood MUD, and intends to develop the additional land as a mixed-use development.

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 is hereby authorized to execute the *First Amendment to the Development and Consent Agreement with ATX Elgin Dev, LLC and the Briarwood Municipal Utility District*, 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 20th day of February, 2024

THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary

AMENDMENT NO. 1 TO DEVELOPMENT AND CONSENT AGREEMENT

AMONG

CITY OF ELGIN, TEXAS,

ATX ELGIN DEV, LLC

AND

BRIARWOOD MUNICIPAL UTILITY DISTRICT

AMENDMENT NO. 1 TO DEVELOPMENT AND CONSENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §
 §

This Amendment No. 1 to Development and Consent Agreement (“Amendment”) is entered into by and between the **City of Elgin, Texas**, a home-rule city located in Bastrop and Travis Counties, Texas, (the “City”), **18401 Elgin Holdings, LLC**, a Texas limited liability company (the “Additional Land Developer”), **ATX Elgin Dev, LLC**, a Texas limited liability company (the “Developer”), and **Briarwood Municipal Utility District** (the “District”), a municipal utility district created pursuant to Article XVI, Sec. 59, Texas Constitution, and shall be effective as of the Amendment Effective Date, as defined below.

INTRODUCTION

The City and the Developer previously entered into the Development and Consent Agreement (the “Agreement”), dated June 13, 2022. The District, subsequent to its creation and in accordance with the Agreement, approved the Joinder in Development and Consent Agreement Among City of Elgin, Texas, ATX Elgin Dev, LLC, and Briarwood Municipal Utility District, dated February 9, 2023.

Developer has undertaken development of the initial 205.433 acres of land originally included in the District. Additionally, the Additional Developer, a related entity of the Developer, has acquired an additional 75.608 acres of land in the vicinity of the District, as more particularly described on the attached **Exhibit “A”** (the “Additional Land”) and has submitted the Petition to the City of Elgin, Texas, for Consent to Annexation of Land into Briarwood Municipal Utility District (75.608 acres) and attached as **Exhibit “B”** (the “Annexation Petition”).

Additional Land Developer intends to develop the Additional Land as a mixed use development. Because the Additional Land constitutes a significant area that will be developed in phases under a master development plan, Additional Land Developer, Developer, the City, and the District wish to adopt this Amendment, which will provide an alternative to the City’s typical regulatory process for development, encourage innovative and comprehensive master-planning of the Property, provide certainty of regulatory requirements throughout the term of the Agreement and result in a high-quality development for the benefit of the present and future residents of the City and the Property and the Additional Land.

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

1. Article I of the Agreement is hereby amended to include the following new and/or revised definitions:

Amendment Effective Date: _____, 2024

Property: Approximately 283.433 acres, including the 205.433 acres of land described by metes and bounds in the Agreement and the 75.608 acres of land described by metes and bounds on **Exhibit “B”**, being located within the City’s municipal boundaries.

2. Article XI of the Agreement is hereby created to address the inclusion of the Additional Land in the Agreement and the development of the Additional Land:

ARTICLE XI DEVELOPMENT OF ADDITIONAL LAND

Section 11.01 Development Description. Additional Land Developer proposed to construct a multi-phased residential and commercial project on the Additional Land (the “Additional Land Development”) that is projected to include approximately 91 townhome lots, to include 182 townhomes units, which may be constructed as BFR (build-for-rent) units. The Development will also include: (i) approximately 31.9 acres of parkland, which includes 29.2 acres of land currently in the FEMA 100-year floodplain, and 4.0 acres of open space; and (ii) approximately 18.85 acres of dedicated mixed-use, multifamily, or commercial development, for a total of 406 living unit equivalents, all as initially depicted on the Additional Land Concept Plan, attached as **Exhibit “C”**, and the Additional Land Park Plan, attached as **Exhibit “H”**. The Additional Land is located wholly within the City’s Municipal Boundaries.

Section 11.02 Road Improvements.

(a) Generally. Additional Land Developer shall design and construct road and thoroughfares, on behalf of the District, to serve the Additional Land Development, as depicted on the attached **Exhibit “D”** (the “Roadway Mitigation Exhibit”). All roads will be constructed in accordance with all applicable City standards unless otherwise noted in this Amendment. The City will accept the dedication of public right-of-way and the street, sidewalk, and drainage improvements for only Street “A” and Street “B”, as depicted on the Additional Land Concept Plan (Sheet 1 of 2), for operation and maintenance, upon construction and dedication by the Additional Land Developer. The Additional Land Developer will design, permit, and construct, or cause such design, permitting, and construction, of all other streets, parking, sidewalks, and drainage improvements located within the Additional Land that are necessary to serve the Additional Land Development. The District or an HOA or POA will accept the dedication of right-of-way, easements, and the street, sidewalk, and drainage improvements located therein for operation and maintenance upon construction and dedication by the Developer.

(b) Traffic Impact Analysis (“TIA”) and Road Facility Construction. The Additional Land Developer has received an approved TIA from TXDOT and Travis County, which is attached as **Exhibit “E”**. Additional Land Developer, on behalf of the District, will undertake the construction of the following road facilities:

- (i) Right turning lane entry into Driveway 1, as more particularly described in the Roadway Improvement Exhibit, that meets US-290 design speed. Must add 12’ of pavement on all turn lanes. Additional Land Developers will not be allowed to use shoulders for their facilities;
- (ii) Right turning lane entry into Western Sky Blvd south connection that meets

US-290 design speed. Must add 12' of pavement on all turn lanes. Additional Land Developers will not be allowed to use shoulders for their facilities;

(iii) Left turning lane entry into Western Sky Blvd south connection that meets US-290 design speed. Must add 12' of pavement on all turn lanes. Additional Land Developers will not be allowed to use shoulders for their facilities;

(iv) Right turning lane onto County Line Road that meets US-290 design speed. Must add 12' of pavement on all turn lanes. Additional Land Developers will not be allowed to use shoulders for their facilities;

(v) Construction of Southern leg of signal at Western Sky Blvd with applicable signal timing modifications;

(c) **Additional Offsite Road Improvements.** Additional Land Developer, on behalf of the District, agrees to undertake or cause to be undertaken an additional \$260,000 of actual road improvements, not including engineering costs, representing the pro rata share attributable to the development of the Additional Land. The parties agree that such improvements shall serve and benefit the District. Additional Land Developer will construct an east bound right turn lane on US 290 at County Line, estimated to cost \$260,000. Further, the parties agree that the Additional Offsite Road improvements will be constructed contemporaneously with the construction of the driveway to serve the portion of the Additional Land Development along County Line Road.

(d) **Right-of-Way ("ROW") Dedication.** Additional Land Developer agrees to dedicate to 31' of ROW along County Line Road to Travis County, along the eastern boundary of the Additional Land and as depicted in the Additional Land Concept Plan.

Section 11.03 School Donation. Additional Land Developer agrees to pay to the City the sum of \$200 per LUE for all 406 LUEs to serve the Additional Land (a total of \$81,200); the "**Additional Land School Donation**") to be utilized by the Elgin Independent School District (the "**ISD**") to fund education and services within the ISD's boundaries. Additional Land Developer, or subsequent purchaser as applicable, will undertake the portion of the School Donation for each phase of the Development prior to or at the same time as the recording of the final plat for each phase of the Development

Section 11.04 Water and Wastewater Service to the Additional Land.

(a) **Aqua CCN; Provision of Water Service.** The parties confirm that the Additional Land is currently located within the water certificate of convenience and necessity ("**CCN**") of Aqua Water Supply Corporation ("**Aqua**"). Water service to the Additional Land will be provided by Aqua. Notwithstanding the above, in the future, water service may be provided by the City if the portion of the Aqua CCN covering the Additional Land is transferred to the City or state law permits the City the right to assume such jurisdiction. Additional Land Developer, on behalf of the District, shall, in cooperation with Aqua, construct all on-site and off-site wastewater improvements necessary for the delivery of water service to the Additional Property and within the Additional Property. The parties agree that it would be optimal for residents and landowners within the Additional Land to receive a single monthly utility bill that includes both retail water and wastewater services. The City and/or the District, as applicable, agree to evaluate and consider options to work with Aqua to establish a method by which residents and landowners receive a

single monthly utility bill that is inclusive of both retail water and wastewater services.

(b) City CCN; Provision of Wastewater Service. The parties confirm that the Additional Land is currently located within the wastewater CCN of the City of Elgin. Wastewater collection and treatment services to the Additional Property will be provided by the City. After design and construction of the wastewater collection systems to serve the District, the Additional Land Developer shall convey such systems to the City on behalf of the District and same shall be owned by the City. The City will provide wastewater service to customers within the District in the same manner and on the same terms and conditions as the City provides service to other retail customers inside its corporate limits. The parties agree that approximately 406 living unit equivalents will be required to serve the Land in accordance with the Additional Land Concept Plan. The City's standard wastewater rates, charges, and other fees, including engineering review and inspection fees, that are applicable to other areas within the City's corporate limits will be applicable to facilities constructed, connections made, and services provided within the District.

The City agrees to provide wastewater service sufficient for the full build-out of the Additional Land at flow rates sufficient to meet the minimum requirements of all applicable regulations and agrees to provide written confirmation of the availability of service upon the District's request. Relatedly, the City confirms that the City has existing capacity in its wastewater system to serve the Additional Land and that neither the District or the Additional Land Developer will be required to participate in the expansion or construction of a wastewater treatment plant in order to serve the Additional Land. The rates charged by the City may be reviewed and adjusted by the City annually, based on a cost of service study performed by the City. In any event, this Agreement does not prevent the District or its customers from appealing the wastewater rates pursuant to §13.043, Texas Water Code. If necessary, Additional Land Developer will provide easements within the area of the District in accordance with applicable City ordinance requirements. As part of the consideration for Additional Land Developer's performance under this Amendment, City agrees that, for the first five and one half years after the Amendment Effective Date, the Impact Fees applicable to the development of the Property will be fixed as follows: \$2,348 for Wastewater Impact Fees. After the first five and one half years after the Amendment Effective Date, impact fees shall be paid in accordance with the then current fees that have been adopted by the City.

Additional Land Developer, on behalf of the District, shall construct all on-site and off-site wastewater improvements necessary for the delivery of wastewater service to the Additional Property and within the Additional Property, as further described in this Amendment. All construction will be bid in accordance with the requirements applicable to the District under the rules of the TCEQ and Chapters 49 and 54, Texas Water Code. The City shall be responsible for the operation and maintenance of all wastewater improvements relating to the Additional Land subsequent to the acceptance by the City of such on-site and off-site wastewater facilities. The City shall require a two-year maintenance bond for all wastewater facilities serving the Additional Land conveyed to the City.

(c) Wastewater Improvements. Based on preliminary designs, the Additional Land Developer, on behalf of the District, agrees to construct a lift station meeting City of Elgin

requirements to convey the flow of wastewater from the Additional Land along US 290, to an existing lift station operating as part of the City's wastewater system. The Additional Land Developer will construct approximately 3,300 LF of 8" force main from the proposed lift station to the existing lift station. Additionally, Additional Land Developer, on behalf of the District, agrees to construct an additional gravity line along County Line Road to convey wastewater from the Additional Land to the same lift station.

(d) Oversizing of Wastewater Facilities Serving the Additional Land. In accordance with this Section 11.04, Additional Land Developer, on behalf of the District, will design, permit and construct the wastewater utilities to serve only the Additional Land; provided, however, that the City shall have the right to request that the utilities be oversized to allow the City to serve its customers outside of the Additional Land (the "Additional Land Oversized Project"), so long as such oversizing does not negatively impact Additional Land Developer's construction schedule or interfere with other improvements. In such case, (a) the City shall be solely responsible for the costs of all oversizing, which costs shall be clearly calculated separate from the costs of sizing the lines for the District's needs, so as to not interfere with any reimbursements which may be due to the Additional Land Developer for the construction of District improvements; and (b) the City and Additional Land Developer will enter into a cost sharing agreement, pursuant to which the City will reimburse the Additional Land Developer, through either a lump sum payment or the granting of impact fee credits within the Development, for the City's pro rata share of the oversized utilities upon the Additional Land Developer's completion and City's final acceptance of the utilities. The cost sharing agreement will include a "true up provision" to finalize the City's pro rata share and finalize all amounts due to the Additional Land Developer upon the completion of the Additional Land Oversized Project, including any design and engineering costs. Any impact fee credits granted relating to the Oversized Project will be calculated in accordance with the Impact Fees noted in this Section 11.04. Upon request, the City will provide an accounting of the application of impact fee credits relating to the Additional Land Oversized Project from time to time. Additional Land Developer will undertake the payment of Impact Fees in the Additional Land Development in typical fashion after all impact fee credits have been exhausted.

After a cost sharing agreement has been finalized for any proposed Additional Land Oversized Project, the Additional Land Developer, on behalf of the District, will advertise the Additional Land Oversized Project for sealed competitive bids in compliance with the Texas Local Government Code based on the City Engineer-approved design and plans and specifications. The Additional Land Developer will provide the City Engineer with: (i) prior written notice of the dates of advertisement for bids and the opening of the bids; and (ii) a copy of the advertisement for bids. The Additional Land Developer shall, within a reasonable time, evaluate the bids for the Additional Land Oversized Facilities to determine whether the bids are fair and balanced prior to providing a recommendation of bid award to the City. Any unbalanced or skewed bids, as determined by bid tabulations, may be appropriately corrected or rejected by the City Engineer. The City Engineer will approve the award of the contract to the lowest qualified bidder/contractor, as recommended by the Additional Land Developer, and will provide notice to proceed with the Additional Land Oversized Project if the City Engineer determines that the bids for the Project are fair and balanced, after correcting or rejecting any unbalanced or skewed bids.

The City, if requested by Additional Land Developer or the District, shall use its powers

of eminent domain to assist Additional Land Developer and/or District in acquiring the land or easement rights necessary for any offsite utilities required.

Section 11.05 Phased Development; Concept Plan

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

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

(c) Development Review and Approval; Moratorium.

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

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

(d) Terms of Approvals; Amendments.

(i) Term of Approvals. Except as provided below, the approval of the Additional Land Concept Plan set forth in Section 11.05 above will be effective for the term of this Agreement. Such Additional Land Concept Plan approval will be deemed to have expired if no final plats of the Property or a portion thereof are recorded during such period of time.

(ii) Amendments. Due to the fact that the Additional Land comprises a significant land area and its development will occur in phases over a number of years, modifications to the Additional Land Concept Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat from the Additional Land Concept Plan that do not increase the overall density of development of the Property will not require an amendment to the Additional Land Concept Plan. Minor

changes to the Additional Land Concept Plan, including minor modifications of street alignments, minor changes in lot lines, the designation of land for public or governmental uses, changes in lot sizes that do not result in an increase in the overall density of development of the Additional Land (including any increase in lot sizes resulting in a decrease in the total number of lots) or any change to a public use, including, but not limited to school use, will not require an amendment to the Additional Land Concept Plan or City approval; however, no changes may be made to the Additional Land Concept Plan that would reduce the amount of land dedicated to parkland use unless approved by the City. Major changes to the Additional Land Concept Plan must be consistent with the terms of this Agreement and will be subject to review and approval by the City, which will not be unreasonably withheld. Notwithstanding anything herein to the contrary, an increase of the unit count by up to five percent (5%) of the currently-planned count shall not require an amendment to the Additional Land Concept Plan or additional City approval, regardless of the resulting increase in density of development.

Section 11.06 Consent to Annexation of the Additional Land into the District. The Additional Land Developer has submitted the Annexation Petition to the City. The City acknowledges receipt of the Petition, in accordance with Section 42.042, Texas Local Government Code, as applicable, and Section 54.016, Texas Water Code, for the annexation of the Additional Land into the District. Concurrently with the approval of this Amendment, the City shall consider a separate consent resolution (the “Annexation Consent Resolution”), a form of which is attached as **Exhibit “F”**, consenting to the inclusion of the Additional Land into the District. The City agrees that the Annexation Consent Resolution will constitute and evidence the City’s consent to the annexation of the Additional Land into the District, in accordance with Section 42.042 of the Texas Local Government Code, as applicable, and Section 54.016 of the Texas Water Code, and that no further consent will be required on the part of the City to evidence the City’s consent to the annexation of the Additional Land into the District.

Section 11.07 Development Matters.

(a) **Generally.** Additional Land Developer will have the right to select the providers of CATV, gas, electric, telephone, and telecommunications, or to provide “bundled” utilities within the Additional Land.

(b) **Fire Protection Services.** The City and Additional Land Developer understand and acknowledge that an ESD exists which includes all of the Additional Land. The District and Additional Land Developer agree to cooperate with the ESD to provide fire protection services to the Additional Land.

(c) **Permitted Variances to City Development Requirements on the Additional Land.** In order to facilitate the development of the Additional Land, the City agrees to provide variances to certain applicable development requirements set forth by City ordinance. No other action will be required on the part of Additional Land Developer to obtain such variances or initiate subdivision plat approvals that vary from the City’s development requirements on the Additional Land, to the extent any variance is in conformity with **Exhibit “G”**, attached hereto and made a part hereof.

(d) Floodplain matters; Mitigation. If applicable, Additional Land Developer shall be responsible for all studies and approvals as required by the Federal Emergency Management Agency (“FEMA”) and the floodplain administrator for the City and Travis County on the Additional Land. This may include but not be limited to a Conditional Letter of Map Revision (“CLOMR”) and/or Letter of Map Revisions (“LOMR”) relating to the Development. All mitigation costs relating to elevation adjustments for upstream and downstream land on the Additional Land shall be borne by the Additional Land Developer.

Section 11.08 Parkland and Drainage Facilities.

(a) Additional Land Parkland Facilities.

(i) Additional Land Developer agrees that the trails, parkland, and open space shown on the Additional Land Concept Plan and/or the Additional Land Park Plan (the “Additional Land Parkland Facilities”), or portions thereof, may be dedicated to the District or another governmental agency. The City agrees that Additional Land Developer will receive a 100% credit for such dedications against the City’s parkland dedication requirements, to the extent such requirements apply to the Additional Land now or in the future, and the City further agrees that no additional parkland dedication or park fees will be required.

(ii) Additional Land Developer agrees to design and construct, on behalf of the District, a vast 35.9 acre park space to include: multi-use trails with entry monumentation, pedestrian bridges, natural preserved open space, an 18 hole disc golf course of moderate skill level, two playgrounds, two baseball backstops, a full basketball court, two (2) pickleball courts,, restroom facility (containing two ADA family unisex restrooms) , and shade structures, and other park facilities, all as depicted and described on the attached **Exhibit “H”** (the “Additional Land Park Plan; Summary of Park Facilities”). As of the Amendment Effective Date, the Additional Land Developer estimates that the Additional Land Parkland Facilities will cost approximately \$1,000,000 to construct. Additional Land Developer, on behalf of District, will undertake construction of Additional Land Parkland Facilities, as detailed in the Additional Land Park Plan, upon platting of such land. Additional Land Developer will be required to construct a parking lot with twenty (20) dedicated parking spaces (including two handicapped spots) on the Additional Land to serve the Additional Land Parkland Facilities, as depicted on the attached **Exhibit “H”**. All sidewalks constructed within the Additional Land Parkland Facilities will be of a width that comply with applicable City standards. The Additional Land Developer, District, or HOA, as applicable, shall be required to solicit the consent of the City prior to constructing any additional park facilities that are not included in the Additional Land Park Plan. After construction of the Additional Park Facilities, the Additional Land Developer shall convey the Parkland Facilities to the District or HOA, as applicable, and the Parkland Facilities will be operated and maintained by the District or the HOA, as applicable. After conveyance to the District or HOA, any substantial modifications or improvements to the Additional Land Parkland Facilities shall require the consent of the City.

(b) Shenandoah Parkland Donation. As consideration for the consideration of this Amendment, the Additional Land Developer agrees to undertake a total of \$400,000 of donations to the City to be used for improvements to Shenandoah Park. Upon acceptance of the donations, the City agrees to use such funds for such purposes. Additional Land Developer will undertake four donations of \$100,000, as noted on the schedule below:

Donation One—within 90 days of the Amendment Effective Date

Donation Two—upon provision of utility service to 100 LUEs on the Additional Land

Donation Three—upon provision of utility service to 200 LUEs on the Additional Land

Donation Four—upon provision of utility service to 300 LUEs on the Additional Land

(c) Drainage Facilities. Additional Land Developer shall construct, on behalf of the District, all drainage facilities necessary to serve the Additional Land. Subsequent to construction, Additional Land Developer will convey all drainage facilities to the District for operation and maintenance.

(d) Trees. Additional Land Developer will undertake best efforts to preserve trees on the Additional Land to enhance the beautification of the land. To confirm, as it pertains to trees on the Additional Land, Additional Land Developer agrees to develop the Additional Land in accordance with the Tree Preservation Standards described in Division 2 of Article V of the City's Code of Ordinances (provisions 48-70 through 48-74), as adopted on September 8, 2023, as it pertains to trees on the Additional Land, including the preparation of a tree survey. Additionally, appropriate tree protection will be undertaken for Heritage and Significant Trees, as defined by Section 36-3 of City's Code of Ordinances, to ensure the protection of existing trees.

Section 11.09 Authority and Vesting of Rights. This Amendment is entered into, in part, under the statutory authority of Section 552.014, Texas Local Government Code of the Texas Local Government Code, which authorizes the City to make written contracts with the owners of land establishing lawful terms and considerations that the parties agree to be reasonable, appropriate, and not unduly restrictive of business activities. The parties intend this Amendment to authorize certain land uses and development on the Additional Land; provide for the uniform review and approval of plats and development plans for the Additional Land; provide exceptions to certain ordinances; and provide other terms and consideration. A memorandum of this Agreement may be filed by Additional Land Developer in the real property records of Travis County.

The Additional Land Concept Plan submitted by Additional Land Developer as an exhibit to this Amendment and inclusion in the Agreement constitutes an application by Additional Land Developer for the subdivision and development of the Additional Land, and initiates the subdivision and development permit process for the Additional Land. It is the intent of the City and the Additional Land Developer that these vested development rights include the development of the Additional Land in accordance with the Applicable Rules, as modified by this Amendment. The City acknowledges that Additional Land Developer has vested authority to develop the Additional Land in accordance with this Amendment, subject to any limitations contained in Chapter 245, Texas Local Government Code.

3. The following exhibits are attached to this Amendment, and made a part of the Agreement

for all purposes:

<u>Exhibit “A”</u>	-	Description of the Additional Land
<u>Exhibit “B”</u>	-	Annexation Petition
<u>Exhibit “C”</u>	-	Additional Land Concept Plan
<u>Exhibit “D”</u>	-	Roadway Mitigation Exhibit
<u>Exhibit “E”</u>	-	Approved TIA
<u>Exhibit “F”</u>	-	Annexation Consent Resolution
<u>Exhibit “G”</u>	-	Additional Land Permitted Variances
<u>Exhibit “H”</u>	-	Additional Land Park Plan; Summary of Facilities

4. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Agreement.

5. Except as specifically amended herein, all provisions of the Development Agreement are hereby acknowledged and ratified by the Parties hereto to be in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, this Amendment will control and modify the terms and provisions of the Agreement.

6. This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart.

7. The City certifies, represents, and warrants that the execution of this Amendment is duly authorized and adopted in conformity with its City Charter and City ordinances. Additional Land Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Additional Land Developer.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the dates indicated below.

(signatures on the following page)

CITY OF ELGIN, TEXAS

By: _____
Theresa McShan, Mayor

Date: _____

ATTEST:

By: _____
Jennifer Stubbs, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024, by Theresa McShan, Mayor of the City of Elgin, Texas, a home-rule city on behalf of said City.

(Seal)

Notary Public Signature

DEVELOPER:

ATX Elgin Dev, LLC, a Texas limited liability company

By:_____

Name:_____

Title:_____

Date:_____

THE STATE OF TEXAS §

 §

COUNTY OF _____ §

 This instrument was acknowledged before me on _____, 2024, by
_____, _____ of ATX Elgin Dev, LLC, a Texas
limited liability company, on behalf of said limited liability company.

(seal)

Notary Public Signature

ADDITIONAL LAND DEVELOPER:

18401 Elgin Holdings, LLC, a Texas limited liability company

By: **18401 Elgin Manager, LLC** a Texas limited liability company, its Manager

By: **SVAG Asset Management, LLC**, a Texas limited liability company, its Manager

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2024, by _____, _____ of SVAG Asset Management, LLC, a Texas limited liability company, Manager of 18401 Elgin Manager, LLC, a Texas limited liability company, Manager of 18401 Elgin Holdings, LLC, a Texas limited liability company, on behalf of said limited liability companies.

(seal)

Notary Public Signature

DISTRICT:

**BRIARWOOD MUNICIPAL UTILITY
DISTRICT**

By: _____

_____, _____

Date: _____

ATTEST:

By: _____
Steve Rye, Secretary

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2024, by
_____, _____ of Briarwood Municipal Utility
District, a local government entity created pursuant to Article XVI, Section 59, Texas Constitution,
on behalf of said District.

(seal)

Notary Public Signature

EXHIBIT “A”
THE ADDITIONAL LAND

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 75.608 ACRE TRACT OF LAND OUT OF THE WILLIAM HINES SURVEY NO. 53 OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 75.587 ACRE TRACT OF LAND AS CONVEYED TO 18401 ELGIN HOLDINGS LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2022152857 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 75.608 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found on the curving south right-of-way line of U.S. Highway 290 as dedicated by Volume 628, Page 514 of the Deed Records of Travis County, Texas, by Volume 11330, Page 1026 of the Real Property Records of Travis County, Texas, and by Document Numbers 1999073676 and 2000076319, both of the Official Public Records of Travis County, Texas, at the northwest corner of the above described 18401 Elgin Holdings Tract, and at the northeast corner of a called 8.603 acre tract of land as conveyed to Cecil Dale Clawson and Mary Alice Johns Clawson, Trustees of the Clawson Family Revocable Trust by Special Warranty Deed recorded in Document Number 2017115764 of the Official Public Records of Travis County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a broken TXDOT Type I concrete right-of-way monument found on the south right-of-way line of said U.S. Highway 290 and the north line of said Clawson Family Tract, at a point of curvature, bears along a curve to the left, an arc distance of 923.60 feet, having a radius of 22,858.31 feet, a central angle of 02°18'54" and a chord which bears S 86°53'12" W a distance of 923.54 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said 18401 Elgin Holdings Tract, along said curve to the right, an arc distance of 352.68 feet, having a radius of 22,858.31 feet, a central angle of 00°53'02" and a chord which bears N 88°24'28" E a distance of 352.68 feet to a broken TXDOT Type I concrete right-of-way monument found for an angle point;

THENCE, continuing with the south right-of-way line of said U.S. Highway 290 and the north line of said 18401 Elgin Holdings Tract, N 88°56'48" E a distance of 1,142.65 feet to a 1/2-inch iron rod found at the most northerly corner of said 18401 Elgin Holdings Tract, and at the northwest corner of a called 5.593 acre tract of land as conveyed to MWK 89 LLC by Special Warranty Deed recorded in Document Number 2022123838 of the Official Public Records of Travis County, Texas, from which a 1/2-inch iron pipe found on the south right-of-way line of said U.S. Highway 290, at the northeast corner of said MWK 89 Tract, and at the northwest corner of Lot 1 of SAC-N-PAC ELGIN SUBDIVISION FINAL PLAT, a subdivision recorded in Document Number 201300253 of the Official Public Records of Travis County, Texas, bears N 88°57'37" E a distance of 1,030.89 feet

THENCE, leaving the south right-of-way line of said U.S. Highway 290, with the northeast line of said 18401 Elgin Holdings Tract and the southwest line of said MWK 89 Tract, S 62°37'22" E a distance of 495.04 feet to a 5/8-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said 18401 Elgin Holdings Tract and the southwest line of said MWK 89 Tract, S 62°36'17" E a distance of 496.91 feet to a 1/2-inch iron pipe found at the southeast corner of said MWK 89 Tract, at the southwest corner of said Lot 1, and at the most westerly corner of the apparent residue of a called 70 acre tract of land as conveyed to Alvin W. Neidig Sr., et al. by instrument recorded in Volume 5986, Page 665 of the Real Property Records of Travis County, Texas, for an angle point;

THENCE, continuing with the northeast line of said 18401 Elgin Holdings Tract and with the southwest line of said apparent Neidig residue tract, S 62°25'28" E a distance of 1,391.97 feet to a 1/2-inch iron rod found on the northwest right-of-way line of County Line Road (width varies, no deed of record found), at the northeast corner of said 18401 Elgin Holdings Tract, and at the southeast corner of said apparent Neidig residue tract, for the northeast corner of the herein described tract, from which a 1/2-inch iron pipe found on the northwest right-of-way line of said County Line Road, at the northeast corner of said apparent Neidig residue tract, and at the southeast corner of said Lot 1, bears N 25°13'19" E a distance of 97.05 feet;

THENCE, with the northwest right-of-way line of said County Line Road and the southeast line of said 18401 Elgin Holdings Tract, S 27°29'18" W a distance of 1,608.46 feet to a 1/2-inch iron rod with cap stamped "Watson" found at the southeast corner of said 18401 Elgin Holdings Tract, and at the most easterly northeast corner of a called 70.220 acre tract of land as conveyed to James Thomas Hays III, Trustee of the JTH III Living Trust by Special Warranty Deed recorded in Document Number 2018194800 of the Official Public Records of Travis County, Texas, for the southeast corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 5090" found on the northwest right-of-way line of said County Line Road, at the southeast corner of said JTH III Living Trust Tract, bears S 27°06'29" W a distance of 62.26 feet;

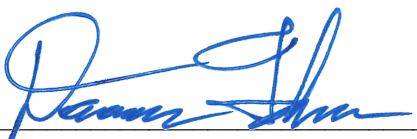
THENCE, with the southwesterly lines of said 18401 Elgin Holdings Tract and the northeasterly lines of said JTH III Living Trust Tract the following eleven (11) courses:

- 1) N 73°39'07" W a distance of 112.18 feet to a 5/8-inch iron rod found at an exterior corner of said 18401 Elgin Holdings Tract, and at an interior corner of said JTH III Living Trust Tract, for an exterior corner of the herein described tract;
- 2) N 02°34'16" E a distance of 133.01 feet to a 1/2-inch iron rod found for angle point;
- 3) N 10°10'15" W a distance of 187.70 feet to a 5/8-inch iron rod found for angle point;
- 4) N 63°37'40" W a distance of 215.36 feet to a 5/8-inch iron rod found for angle point;
- 5) N 49°24'29" W a distance of 630.45 feet to a 5/8-inch iron rod found for angle point;

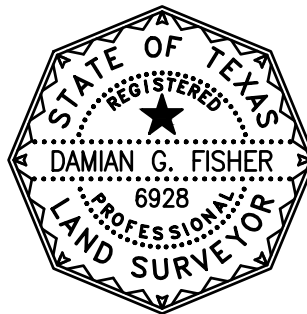
- 6) N 05°57'08" E a distance of 524.16 feet to a 5/8-inch iron rod found for angle point;
- 7) N 05°49'08" W a distance of 358.68 feet to a calculated angle point;
- 8) N 11°36'55" W a distance of 124.87 feet to a 1/2-inch iron rod found at an interior corner of said 18401 Elgin Holdings Tract, and at the most northerly northeast corner of said JTH III Living Trust Tract, for an interior corner of the herein described tract;
- 9) N 84°47'28" W a distance of 832.46 feet to a 5/8-inch iron rod found for angle point;
- 10) S 78°06'23" W a distance of 822.99 feet to a 5/8-inch iron rod found for angle point; and
- 11) N 85°34'24" W a distance of 769.53 feet to a 5/8-inch iron rod found on the southeast line of said Clawson Family Tract, at the southwest corner of said 18401 Elgin Holdings Tract, and at the northwest corner of said JTH III Living Trust Tract, for the southwest corner of the herein described tract;

THENCE, with the northwest line of said 18401 Elgin Holdings Tract and the southeast line of said Clawson Family Tract, N 27°14'57" E a distance of 760.16 feet to the **POINT OF BEGINNING** and containing 75.608 acres (3,293,467 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on October 3, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. Distances shown hereon are in surface and can be converted to grid by multiplying by the combined scale factor of 0.9999262575.


 Damian G. Fisher RPLS No. 6928

BGE, Inc.
 101 West Louis Henna Blvd, Suite 400
 Austin, Texas 78728
 Telephone: (512) 879-0400
 TBPLS Licensed Surveying Firm No. 10106502



9/29/2023

Date

Client: Ashton Gray
 Date: September 29, 2023
 Job No: 10883-00

EXHIBIT “B”
ANNEXATION PETITION

**PETITION TO THE CITY OF ELGIN, TEXAS, FOR CONSENT TO ANNEXATION OF
LAND INTO BRIARWOOD MUNICIPAL UTILITY DISTRICT
(75.608 Acres)**

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ELGIN,
TEXAS:

The undersigned (the "Petitioner"), holding title to the 75.608 acre tract located within the municipal boundaries of the City of Elgin, Texas (the "City"), in Travis County, Texas, more fully described in the attached **Exhibit "A"** (the "Land"), by this petition respectfully requests that the City consent to the annexation of the Land into Briarwood Municipal Utility District (the "District"), and in support of such request would show the following:

I.

Petitioner intends to develop the Land for residential and commercial purposes and desires that the Land be annexed into the boundaries of the District. As set out in the Development and Consent Agreement between the City, the Developer, and the District, dated effective June 13, 2022 (the "Consent Agreement"), the City provides certain services to or within the District. The current land within the District receives or will receive retail water and wastewater services from the City.

II.

The general nature of the work proposed at the present time to serve the Land is the construction, acquisition, improvement, extension, maintenance, and operation of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide adequate water, wastewater, and drainage to the Land, and to control, abate, and amend local storm waters or other harmful excesses of waters, and such other construction, acquisition, improvement, maintenance, and operation of such additional facilities, systems, plants, and enterprises as may be consistent with the purposes for which the District was created.

III.

There is a necessity for the improvements described above because the Land is currently proposed to be developed for residential and commercial purposes and there is not now available within the Land adequate water, wastewater, drainage, or storm sewer systems, and the health and welfare of the present and future inhabitants of the Land, and the areas adjacent thereto, require the construction, acquisition, maintenance, and operation of such systems and other facilities and improvements to serve the Land.

IV.

The proposed work and improvements to serve the Land are feasible and practicable, and the terrain of the Land is such that water, wastewater, and drainage systems can be provided at a reasonable cost. A preliminary investigation has been made to determine the cost of the facilities required to serve the Land, and it is estimated by Petitioner, from such information as it has available at this time, that the cost of the facilities will be approximately \$5,228,132.

V.

Petitioner, by submission of this Petition, requests the City's consent to the annexation of the Land into the District.

WHEREFORE, the Petitioner respectfully prays that this Petition be heard and that the City Council duly pass and approve a resolution or ordinance granting the City's consent to the annexation of the Land into the District and authorizing the inclusion of the Land within the District.

RESPECTFULLY SUBMITTED this 29th day of January, 2024.

PETITIONER:

18401 ELGIN HOLDINGS, LLC, a Texas limited liability company

By: **18401 Elgin Manager, LLC** a Texas limited liability company, its Manager

By: **SVAG Asset Management, LLC**, A Texas limited liability company, its Manager

By: Vh

Printed Name: Sudharshan Vembutty

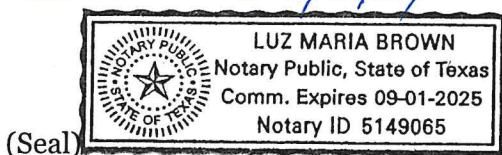
Title: Manager

Date: 01/29/24

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on this 29th day of JANUARY, 2024, by SUDHARSHAN VEMBUTTY, MANAGER of 18401 ELGIN HOLDINGS, LLC, a TEXAS LIMITED LIABILITY COMPANY, on behalf of said entities.



[Signature]
Notary Public, State of Texas

Exhibit "A"

The Land

EXHIBIT ____

Elgin 78 Tract
75.608 Acres

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 75.608 ACRE TRACT OF LAND OUT OF THE WILLIAM HINES SURVEY NO. 53 OF TRAVIS COUNTY, TEXAS; BEING ALL OF A CALLED 75.587 ACRE TRACT OF LAND AS CONVEYED TO 18401 ELGIN HOLDINGS LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2022152857 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 75.608 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 5/8-inch iron rod found on the curving south right-of-way line of U.S. Highway 290 as dedicated by Volume 628, Page 514 of the Deed Records of Travis County, Texas, by Volume 11330, Page 1026 of the Real Property Records of Travis County, Texas, and by Document Numbers 1999073676 and 2000076319, both of the Official Public Records of Travis County, Texas, at the northwest corner of the above described 18401 Elgin Holdings Tract, and at the northeast corner of a called 8.603 acre tract of land as conveyed to Cecil Dale Clawson and Mary Alice Johns Clawson, Trustees of the Clawson Family Revocable Trust by Special Warranty Deed recorded in Document Number 2017115764 of the Official Public Records of Travis County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a broken TXDOT Type I concrete right-of-way monument found on the south right-of-way line of said U.S. Highway 290 and the north line of said Clawson Family Tract, at a point of curvature, bears along a curve to the left, an arc distance of 923.60 feet, having a radius of 22,858.31 feet, a central angle of 02°18'54" and a chord which bears S 86°53'12" W a distance of 923.54 feet;

THENCE, with the south right-of-way line of said U.S. Highway 290 and the north line of said 18401 Elgin Holdings Tract, along said curve to the right, an arc distance of 352.68 feet, having a radius of 22,858.31 feet, a central angle of 00°53'02" and a chord which bears N 88°24'28" E a distance of 352.68 feet to a broken TXDOT Type I concrete right-of-way monument found for an angle point;

THENCE, continuing with the south right-of-way line of said U.S. Highway 290 and the north line of said 18401 Elgin Holdings Tract, N 88°56'48" E a distance of 1,142.65 feet to a 1/2-inch iron rod found at the most northerly corner of said 18401 Elgin Holdings Tract, and at the northwest corner of a called 5.593 acre tract of land as conveyed to MWK 89 LLC by Special Warranty Deed recorded in Document Number 2022123838 of the Official Public Records of Travis County, Texas, from which a 1/2-inch iron pipe found on the south right-of-way line of said U.S. Highway 290, at the northeast corner of said MWK 89 Tract, and at the northwest corner of Lot 1 of SAC-N-PAC ELGIN SUBDIVISION FINAL PLAT, a subdivision recorded in Document Number 201300253 of the Official Public Records of Travis County, Texas, bears N 88°57'37" E a distance of 1,030.89 feet

THENCE, leaving the south right-of-way line of said U.S. Highway 290, with the northeast line of said 18401 Elgin Holdings Tract and the southwest line of said MWK 89 Tract, S 62°37'22" E a distance of 495.04 feet to a 5/8-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said 18401 Elgin Holdings Tract and the southwest line of said MWK 89 Tract, S 62°36'17" E a distance of 496.91 feet to a 1/2-inch iron pipe found at the southeast corner of said MWK 89 Tract, at the southwest corner of said Lot 1, and at the most westerly corner of the apparent residue of a called 70 acre tract of land as conveyed to Alvin W. Neidig Sr., et al. by instrument recorded in Volume 5986, Page 665 of the Real Property Records of Travis County, Texas, for an angle point;

THENCE, continuing with the northeast line of said 18401 Elgin Holdings Tract and with the southwest line of said apparent Neidig residue tract, S 62°25'28" E a distance of 1,391.97 feet to a 1/2-inch iron rod found on the northwest right-of-way line of County Line Road (width varies, no deed of record found), at the northeast corner of said 18401 Elgin Holdings Tract, and at the southeast corner of said apparent Neidig residue tract, for the northeast corner of the herein described tract, from which a 1/2-inch iron pipe found on the northwest right-of-way line of said County Line Road, at the northeast corner of said apparent Neidig residue tract, and at the southeast corner of said Lot 1, bears N 25°13'19" E a distance of 97.05 feet;

THENCE, with the northwest right-of-way line of said County Line Road and the southeast line of said 18401 Elgin Holdings Tract, S 27°29'18" W a distance of 1,608.46 feet to a 1/2-inch iron rod with cap stamped "Watson" found at the southeast corner of said 18401 Elgin Holdings Tract, and at the most easterly northeast corner of a called 70.220 acre tract of land as conveyed to James Thomas Hays III, Trustee of the JTH III Living Trust by Special Warranty Deed recorded in Document Number 2018194800 of the Official Public Records of Travis County, Texas, for the southeast corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 5090" found on the northwest right-of-way line of said County Line Road, at the southeast corner of said JTH III Living Trust Tract, bears S 27°06'01" W a distance of 62.26 feet;

THENCE, with the southwesterly lines of said 18401 Elgin Holdings Tract and the northeasterly lines of said JTH III Living Trust Tract the following eleven (11) courses:

- 1) N 73°39'07" W a distance of 112.18 feet to a 5/8-inch iron rod found at an exterior corner of said 18401 Elgin Holdings Tract, and at an interior corner of said JTH III Living Trust Tract, for an exterior corner of the herein described tract;
- 2) N 02°34'16" E a distance of 133.01 feet to a 1/2-inch iron rod found for angle point;
- 3) N 10°10'15" W a distance of 187.70 feet to a 5/8-inch iron rod found for angle point;
- 4) N 63°37'40" W a distance of 215.36 feet to a 5/8-inch iron rod found for angle point;
- 5) N 49°24'29" W a distance of 630.45 feet to a 5/8-inch iron rod found for angle point;

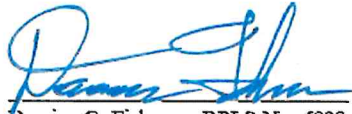
Page 2 of 5

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- 6) N 05°57'08" E a distance of 524.16 feet to a 5/8-inch iron rod found for angle point;
- 7) N 05°49'08" W a distance of 358.68 feet to a calculated angle point;
- 8) N 11°36'55" W a distance of 124.87 feet to a 1/2-inch iron rod found at an interior corner of said 18401 Elgin Holdings Tract, and at the most northerly northeast corner of said JTH III Living Trust Tract, for an interior corner of the herein described tract;
- 9) N 84°47'28" W a distance of 832.46 feet to a 5/8-inch iron rod found for angle point;
- 10) S 78°06'23" W a distance of 822.99 feet to a 5/8-inch iron rod found for angle point; and
- 11) N 85°34'24" W a distance of 769.53 feet to a 1/2-inch iron rod found on the southeast line of said Clawson Family Tract, at the southwest corner of said 18401 Elgin Holdings Tract, and at the northwest corner of said JTH III Living Trust Tract, for the southwest corner of the herein described tract;

THENCE, with the northwest line of said 18401 Elgin Holdings Tract and the southeast line of said Clawson Family Tract, N 27°14'57" E a distance of 760.16 feet to the **POINT OF BEGINNING** and containing 75.608 acres (3,293,467 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on October 3, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. Distances shown hereon are in surface and can be converted to grid by multiplying by the combined scale factor of 0.9999262575. A sketch accompanies this description.


 Damian G. Fisher RPLS No. 6928
 BGE, Inc.

101 West Louis Henna Blvd, Suite 400
 Austin, Texas 78728
 Telephone: (512) 879-0400
 TBPLS Licensed Surveying Firm No. 10106502



01/17/2024

Date

Client: Ashton Gray
 Date: September 29, 2023
 Revised: January 17, 2024
 Job No: 10883-00

Page 3 of 5

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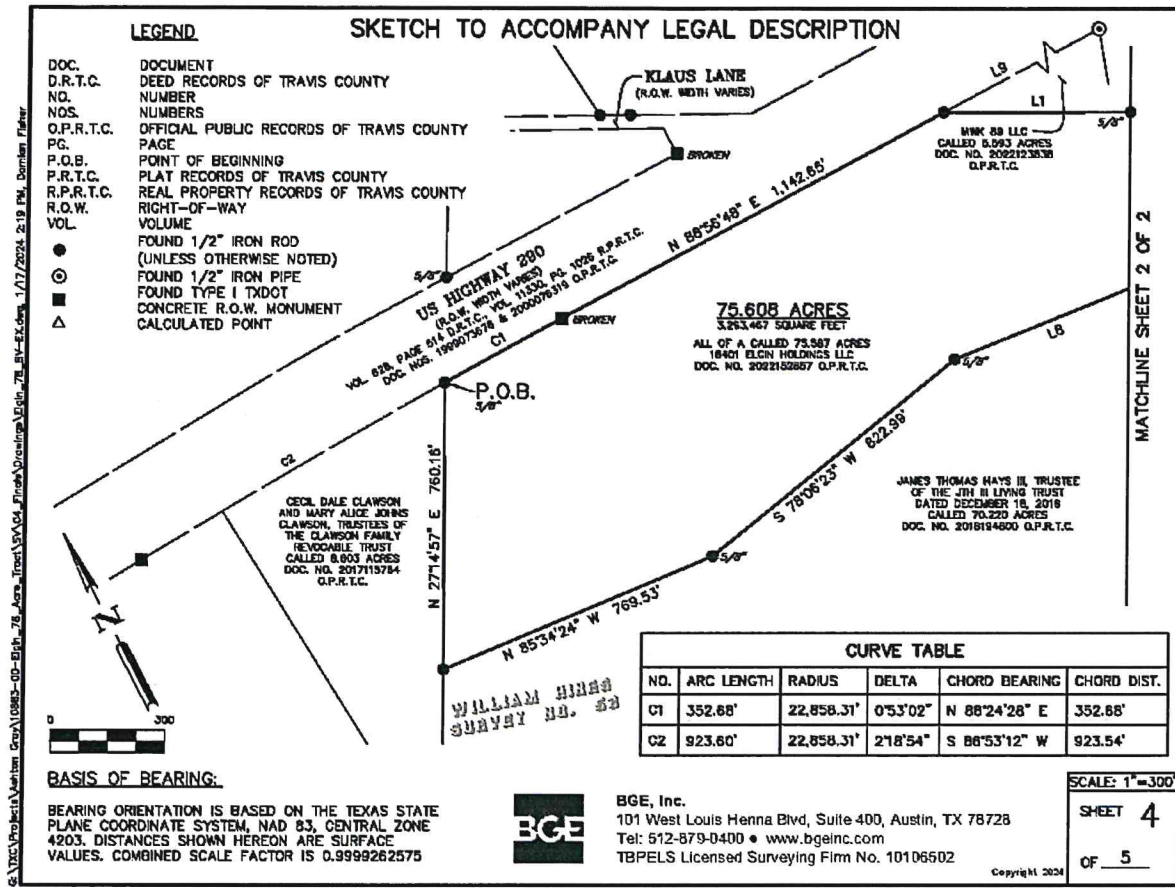
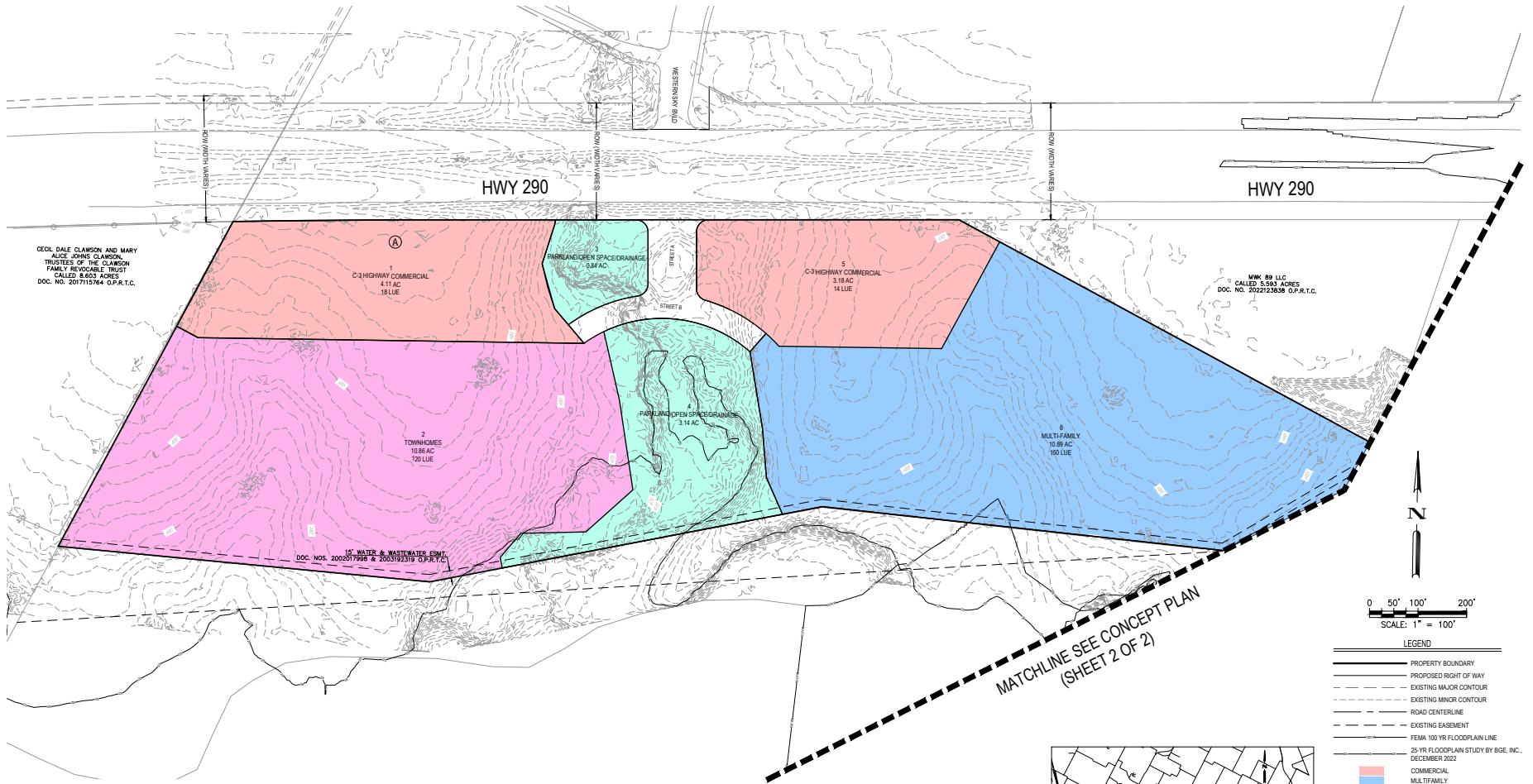


EXHIBIT “C”
ADDITIONAL LAND CONCEPT PLAN

ELGIN 75.608 ACRE TRACT

CONCEPT PLAN



NOTES

1. DEVELOPMENT STANDARDS FOR THIS SUBDIVISION SHALL COMPLY WITH AMENDMENT NUMBER 1 TO THE BRIARWOOD DEVELOPMENT AGREEMENT.
2. TOTAL ACREAGE: 75.608 AC
3. TOTAL LOTS: 8
 - a. TOWN HOME LOTS: 1
 - b. OPEN SPACE LOTS: 3
 - c. COMMERCIAL LOTS: 2
 - d. MULTI-FAMILY LOTS: 1
 - e. GARDEN STYLE MULTI-FAMILY TOWNHOME LOTS: 1
4. NUMBER OF BLOCKS: 2
5. LINEAR FEET OF STREETS: 580 (SEE TABLE)

OWNER:
ATX ELGIN, LLC
101 WEST
LOUIS HENNA
BLVD, SUITE
102
SUGAR LAND,
TX 77478

ENGINEER:
BGE INC.
101 WEST
LOUIS HENNA
BLVD.
SUITE 400
AUSTIN, TX
78728
PO BOX 591
ELGIN, TX 78621
512-879-0400

SURVEYOR:
BGE, INC.
101 WEST
LOUIS HENNA
BLVD, SUITE
102
SUGAR LAND,
TX 77478

WATER:
AQUA WATER
SUPPLY
CORPORATION
415 OLD
AUSTIN HWY
DRAWER P
BASTROP, TX
78602
512-303-3943

WASTEWATER:
ELGIN UTILITY
DEPT
310 N MAIN
STREET
AUSTIN, TX
78728
512-281-5724

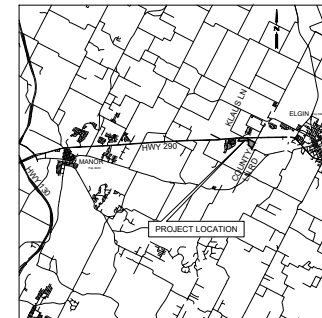
THIS CONCEPT PLAN WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THIS _____ DAY OF _____, 20____.

PLANNING AND ZONING COMMISSION:

CHAIR SIGNATURE: _____

SECRETARY SIGNATURE: _____

STREET TABLE						
STREET NAME	NON WIDTH	STREET WIDTH	DESIGN SPEED	STREET CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
STREET A	30'-0"	60'-0"	35	CBS COLLECTOR	PUBLIC	175
STREET B	30'-0"	40'-0"	35	CBS COLLECTOR	PUBLIC	400
TOTAL LF						580



- LEGEND
- PROPERTY BOUNDARY
 - PROPOSED RIGHT OF WAY
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - ROAD CENTERLINE
 - EXISTING EASEMENT
 - FEMA 100 YR FLOODPLAIN LINE
 - 25-YR FLOODPLAIN STUDY BY BGE, INC., DECEMBER 2022
- Color-coded areas:
- COMMERCIAL
 - MULTI-FAMILY
 - TOWN HOMES
 - GARDEN STYLE MULTI-FAMILY/TOWN HOMES
 - PARKLAND OPEN SPACE/DRAINAGE



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

ELGIN 75.608 ACRE TRACT
ELGIN, TEXAS

CONCEPT PLAN (SHEET 1 OF 2)

FOR REVIEW ONLY. THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER THE AUTHORITY OF JOHN KIM, PE #135480. NOT TO BE USED FOR BIDDING, PERMIT, OR CONSTRUCTION.

CONCEPT PLAN

ELGIN 75.608 ACRE TRACT

CONCEPT PLAN

MATCHLINE SEE CONCEPT PLAN
(SHEET 1 OF 2)

JAMES THOMAS HAYS II, TRUSTEE OF THE JTH III LIVING TRUST
DATED DECEMBER 18, 2018
CALLED 70.220 ACRES
DOC. NO. 201814600 O.P.R.T.C.

APPROX. 6' OF ELEC. FRONT
VOL. 306, PG. 241 DETAIL

15" WATER & WASTEWATER FRONT
DOC. NOS. 200207998 & 2003192319 O.P.R.T.C.

7
PARCELS OFF-SPACE DRAINAGE
31.92 AC

SEMANUEL JOHN HAYES, JR. TRUSTEE OF THE
JCH TRUST
CALLED 20.000 ACRES
DOC. NO. 201814600 O.P.R.T.C.

COUNTY LINE ROAD

31' ROW
DEDICATION TO
TRAVIS COUNTY

GARDEN STYLE
(MULTIPLE LOW-RISE BUILDINGS WITH GREENSPACE IN BETWEEN)
MULTI-FAMILY/TOWNHOMES
8.88 AC
104 LUE



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

- LEGEND
- PROPERTY BOUNDARY
 - PROPOSED RIGHT OF WAY
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - ROAD CENTERLINE
 - EXISTING EASEMENT
 - FEMA 100 YR FLOODPLAIN LINE
 - 25 YR FLOODPLAIN STUDY BY BGE, INC.
DECEMBER 2022
 - COMMERCIAL
 - MULTIFAMILY
 - TOWN HOMES
 - GARDEN STYLE MULTI-FAMILY/TOWN HOMES
 - PARKLAND (OPEN SPACE) DRAINAGE



Know what's below.
Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES
ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE
CONTRACTOR SHALL DETERMINE THE EXACT LOCATION
OF ALL EXISTING UTILITIES BEFORE COMMENCING
WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR
ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED
BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE
ANY AND ALL UNDERGROUND UTILITIES.

ELGIN 75.608 ACRE TRACT
ELGIN, TEXAS
CONCEPT PLAN (SHEET 2 OF 2)

FOR REVIEW ONLY.
THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF REVIEW
UNDER THE AUTHORITY
OF JOHN KIM, PE
#155480.
NOT TO BE USED FOR
BIDDING, PERMIT, OR
CONSTRUCTION.

DESIGNED BY:
REVIEWED BY:
DRAWN BY:

BGE
BGE, INC.
101 W. LOUISIANA BLVD., SUITE 400
FISHER, TEXAS 75040
TEL: 972.999.9000 • www.bgeinc.com
75040 Registration No. 7110487

DATE	REV	DESCRIPTION

EXHIBIT “D”
ROADWAY MITIGATION EXHIBIT



BGE, INC.
100 W. LOCKWOOD AVE. SUITE 400
AUSTIN, TX 78728
TEL: 512.424.0000 FAX: 512.424.0001
WWW.BGE.COM

HWY 290 IMPROVEMENTS EXHIBIT
ELGIN, TEXAS

EXHIBIT “E”
APPROVED TIA

Elgin 78

Traffic Impact Analysis (TIA)

October 24, 2023

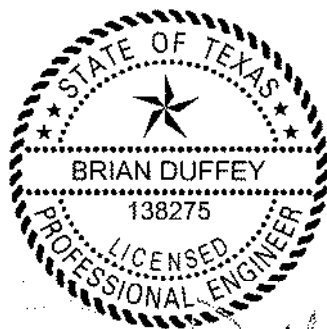
Prepared for TxDOT, City of Elgin, and Travis County
On Behalf of Ashton Gray Development

Ashton Gray Developments

Owner Name: Mark Janik
Owner Phone: (713) 875-0009
Owner Email: mark@ashtongraydev.com

For review by Travis County and TxDOT

Travis County My Permit Now Number: Pending
City of Austin Single Office Number: Pending
TxDOT Permit Number: Pending
City of Elgin Permit Number: Pending



A handwritten signature in black ink that reads "Brian Duffey".

October 24, 2023



101 W Louis Henna Blvd, Suite 400
Tel: 281-558-8700
www.bgeinc.com
TBPE Registration No. F-104

Executive Summary

BGE, Inc. was requested, on behalf of Ashton Gray, to conduct a traffic impact analysis (TIA) for the proposed Elgin 78 development located near the southwest corner of the US 290 at County Line Road intersection near Elgin, Texas.

Elgin 78 is a proposed mixed-use development with approximately 65,400 square feet of commercial development, 250 units of multi-family development, and 228 dwelling units of single-family attached housing (duplexes). The development is estimated to complete in 2025. Trip generation for the development was calculated using the Institute of Traffic Engineers (ITE) Trip Generation Manual- 11th Edition. The results of the trip generation are in **Table ES-1** below. Note that the single-family attached housing (duplexes) was calculated as two separate sections because they are divided into geographically different sections in the site plan.

Table ES-1: Proposed Site Trip Generation

Land Use	Size	AM Peak Trips			PM Peak Trips			Daily Trips		
		TOTAL	Entering	Exiting	TOTAL	Entering	Exiting	TOTAL	Entering	Exiting
Commercial (ITE Code 821)	65.4	113	70	43	399	166	173	6,446	3,223	3,223
Multi-family (ITE Code 220)	250	100	24	76	128	81	47	1,685	842	843
Single-Family Attached Housing - US 290 (ITE Code 215)	136	65	20	45	78	44	34	986	493	493
Single-Family Attached Housing – County Line Road (ITE Code 215)	92	44	14	30	52	29	23	662	331	331

The distribution of the site traffic onto the local roadway system was based on the characteristics of the local roadways, surrounding land uses, existing traffic patterns, and the locations of the proposed driveways to and from the site. Traffic distributions were derived from the total proportions of traffic at the ends of the study network to all traffic in the area. Because the AM peak hour primarily includes residential traffic leaving the study area to commute to work, the exiting percentages were derived from the AM peak hour exiting volumes. Because the PM peak hour primarily includes residential traffic traveling home from work, the entering percentages were derived from the PM peak hour. In addition to distribution percentages at the extents of the study network, distribution of site traffic at each driveway was estimated based on the approximate proportion of lots closest to that driveway. The site is expected to have three access points. Driveway 1 (on US 290) is proposed as right-in/right-out access only. Driveway 2 (on US 290) and Driveway 3 (on County Line Road) are proposed to be full access.

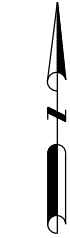
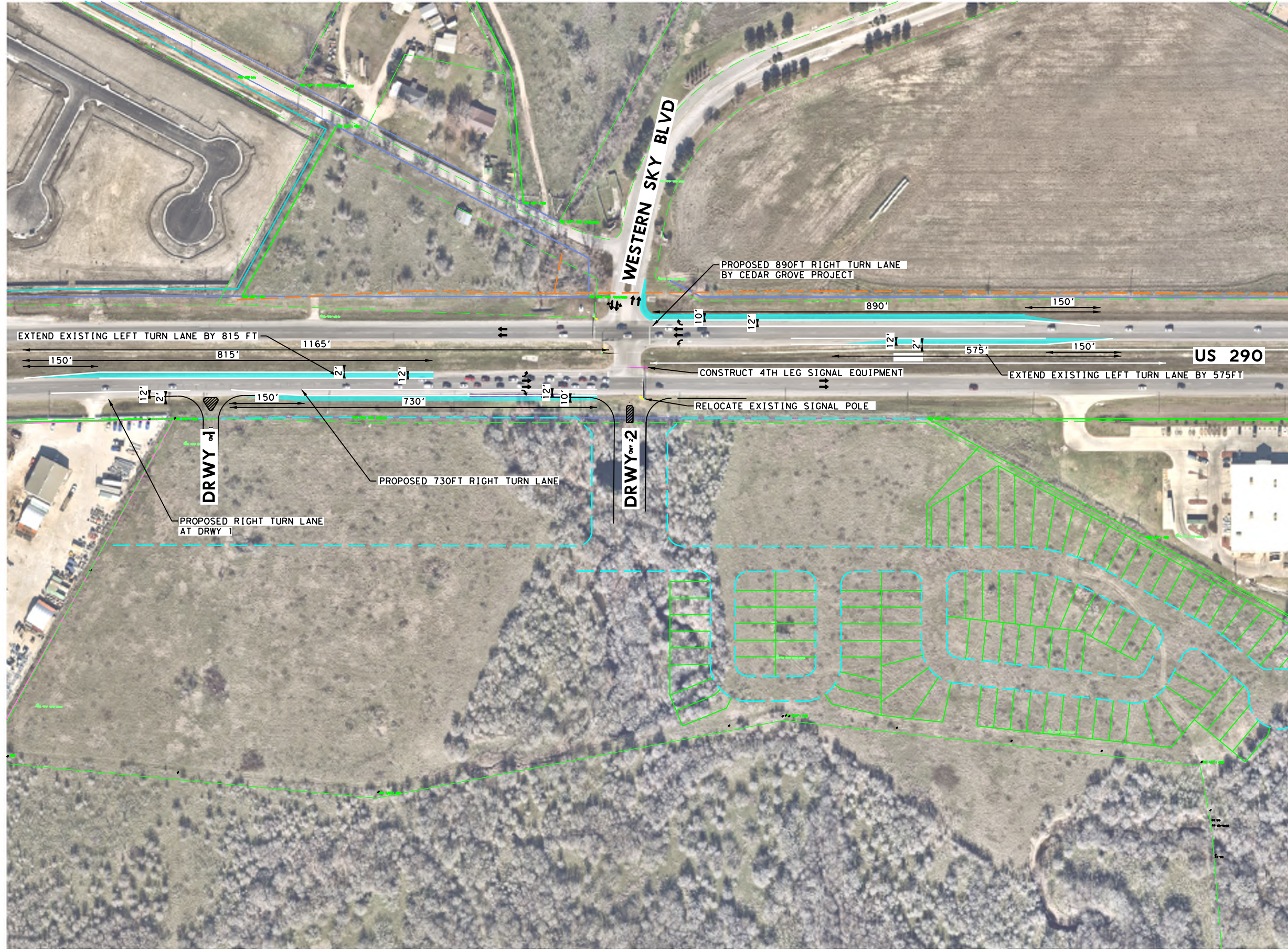
The study includes Intersection Capacity Analyses, Road Sizing Analyses, Turn Lane Analyses, Queueing Analyses, and Sight Distance Analyses. Based on these analyses, the improvements and financial contributions were identified and are presented in **Table ES-2**.

Table ES-2: Improvement Summary and Cost Estimate

ID	Intersection	Improvement	Quantity	Improvement Cost (Existing Year \$)	Improvement Cost (Build Year \$)	Pro Rata Justification	Pro Rata*	Developer's Pro Rata Share Cost (Existing Year \$)	Developer's Pro Rata Share Cost (Build Year \$)	Travis County Jurisdiction	City of Elgin Jurisdiction	TxDOT Jurisdiction	Site Driveway
101	US 290 at Western Sky Boulevard/Driveway 2	Construct signal equipment for Driveway 2 approach and relocate pole in southeast quadrant	1	\$344,500	\$380,800	Driveway Related	100.0%	\$344,500	\$380,800	-	-	-	\$344,500
		Widen shoulder by 12 feet to create eastbound right-turn lane (730 feet)	730 ft	\$353,200	\$390,400	Driveway Related	100.0%	\$353,200	\$390,400	-	-	-	\$353,200
		Extend eastbound left-turn lane by 815 feet to create a 1,165-foot lane	815 ft	\$155,500	\$171,900	EB Approach	6.1%	\$9,500	\$10,500	-	-	\$10,500	
		Widen shoulder by 4 feet to create westbound right-turn lane (735 feet)	735 ft	\$84,100	\$93,000	WBR	According to Creeks Crossing TIA, this will be funded and constructed by Creeks Crossing development at 890 feet long.			-		-	-
		Extend westbound left-turn lane by 575 feet to create a 1,025-foot lane	575 ft	\$110,800	\$122,500	Driveway Related	100%	\$110,800	\$122,500	-	-	-	\$110,800
		Construct northbound approach with one left-turn lane and one shared through-right lane		Will be incorporated into the site plan.						-	-	-	-
102	US 290 at County Line Road	Widen shoulder by 12 feet to create eastbound right-turn lane (730 feet)	730 ft	\$237,600	\$262,600	EBR	55.6%	\$132,000	\$145,900	-	-	\$145,900	-
		Extend eastbound left-turn lane by 830 feet to create a 1,200 foot turn lane	790 ft	\$210,000	\$232,100	EBL	6.3%	\$13,300	\$14,700	-	-	\$14,700	-
		Widen shoulder by 4 feet to create westbound right-turn lane (765 feet)	765 ft	\$87,500	\$96,700	WB Approach	5.0%	\$4,400	\$4,800	-	-	\$4,800	-
		Extend westbound left-turn lane by 355 feet to create a 800 foot lane	355 ft	\$70,100	\$77,500	WBL	18.9%	\$13,200	\$14,600	-	-	\$14,600	-
		Add shared northbound through-right lane (400 feet)	400 ft	\$149,800	\$165,600	NB Approach	34.0%	\$51,000	\$56,400	-	\$56,400	-	-
		Modify signal timings	1	\$10,000	\$11,100	Intersection	100.0%	\$10,000	\$11,100	-	-	\$11,100	-
201	Driveway 1 at US 290	Widen shoulder by 12 feet to create eastbound right-turn lane (730 feet)	730 ft	\$239,600	\$264,800	Driveway Related	100.0%	\$239,600	\$264,800	-	-	-	\$239,600

ID	Intersection	Improvement	Quantity	Improvement Cost (Existing Year \$)	Improvement Cost (Build Year \$)	Pro Rata Justification	Pro Rata*	Developer's Pro Rata Share Cost (Existing Year \$)	Developer's Pro Rata Share Cost (Build Year \$)	Travis County Jurisdiction	City of Elgin Jurisdiction	TxDOT Jurisdiction	Site Driveway
N/A	County Line Road (US 290 to Driveway 3)	Widen County Line Road by 8 feet to create two 15-foot lanes per City of Austin Transportation Criteria Manual Figure 1-34C (US 290 to Littig Road)	2,500 ft	\$1,079,200	\$1,192,800	County Line Road Volumes at US 290 Intersection	31.6%	\$0**	\$0**	\$0**	-	-	-
	County Line Road (Driveway 3 to Littig Road)	Widen County Line Road by 8 feet to create two 15-foot lanes per City of Austin Transportation Criteria Manual Figure 1-34C (US 290 to Littig Road)	10,200 ft	\$4,383,200	\$4,844,700	County Line Road Volumes at Littig Road Intersection	6.7%	\$0**	\$0**	\$0**	-	-	-
	Driveway Related Improvements Subtotal							-	-	-	-	-	\$1,048,100
	Offsite Improvements Subtotal							-	-	-	\$56,400	\$201,600	-
	Roadway Sizing Subtotal							-	-	\$0	-	-	-
	Grand Total							-	-	\$0	\$56,400	\$201,600	\$1,048,100
	*Pro rata shares were calculated from the proportion of site traffic to total traffic for the movement requiring mitigation. The higher of the AM peak and PM peak were used to calculate the developer's pro rata share cost. **Roadway sizing costs were removed based on August 9 th , 2023 TIA "Travis County Stakeholder Meeting and TIA Changes" meeting, which discussed the removal of the roadway sizing requirement starting September 1 st , 2023. Based on direction in that meeting, it is assumed that Roadway Sizing costs currently do not apply.												

Based on the review of the analysis provided in the TA report and the cost estimate table (Table 31), no pro-rata contributions have been identified for Travis County.

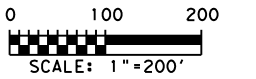


BGE, Inc.
1701 Directors Blvd., Suite 1000, Austin, TX 78744
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

**FIGURE 33
RECOMMENDED
IMPROVEMENTS
US 290 AT
WESTERN SKY BLVD/
DRWY 2**

PROJECT NO.
ELGIN 78

SHEET
NO.
87



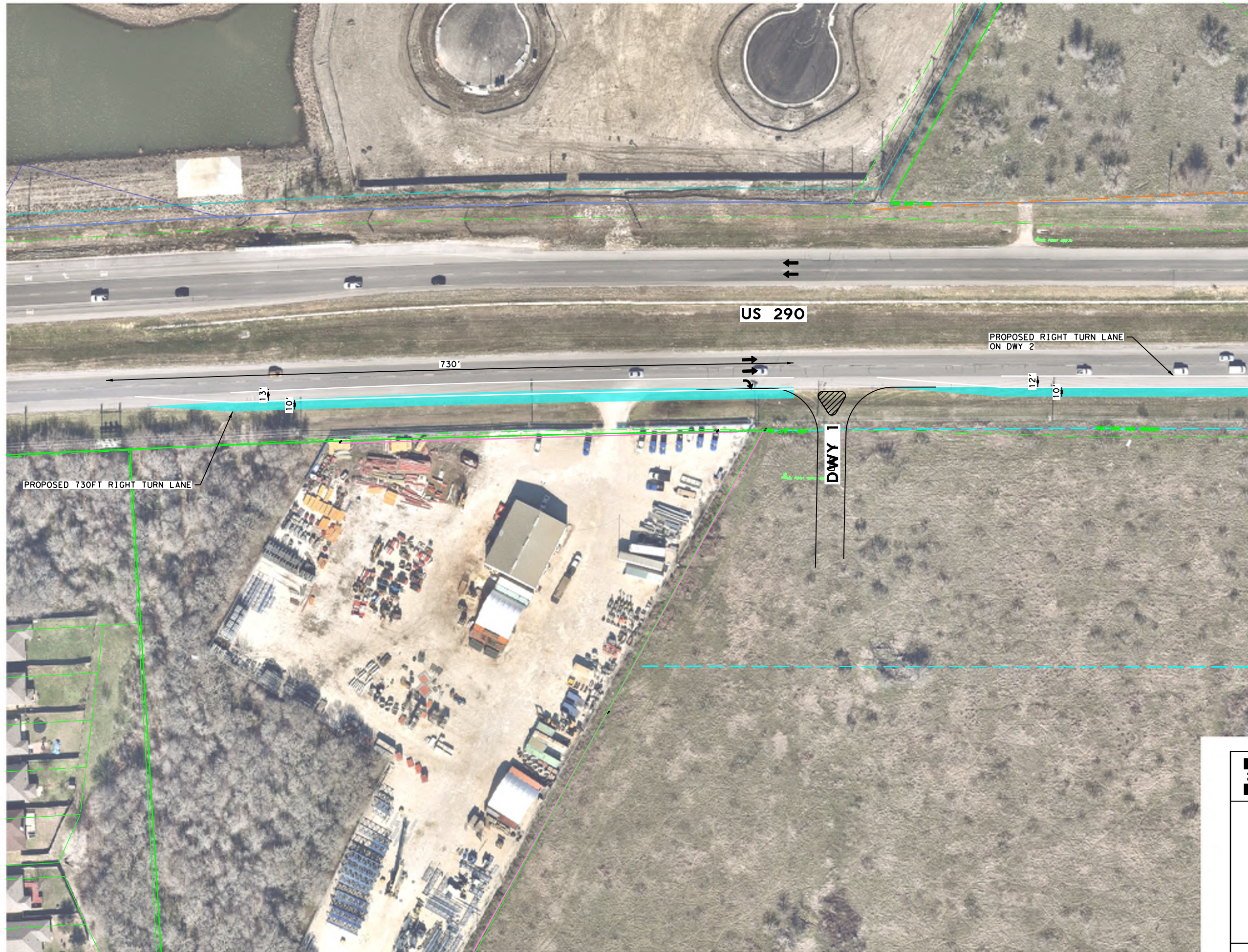
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TBPE Registration No. F-1046

**FIGURE 34
RECOMMENDED
IMPROVEMENTS
US 290 AT
COUNTY LINE RD**

PROJECT NO.
ELGIN 78

SHEET
NO.
88

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Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

**FIGURE 35
RECOMMENDED
IMPROVEMENTS
US 290 AT
DRWY 1**

PROJECT NO. ELGIN 78	SHEET NO. 89
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Appendix B: TIA Scoping Document



TRAFFIC IMPACT ANALYSIS SCOPE AND STUDY AREA

Project Name: Elgin 78 Tract
Location: Elgin, Texas
Owner's Engineer: Brian Duffey, P.E.

Date: October 26, 2022
Phone: (512) 643-5965

General: The TIA associated with this scope shall be prepared in accordance with the Travis County TIA guidelines (latest edition). This scope is valid for 6 months from the date indicated. If the TIA is not submitted within 6 months from the date indicated, the TIA will need to be rescoped.

Instructions: Sections I and II of the scope must be signed by all parties prior to formal submittal of a Traffic Impact Analysis (TIA). You may receive sign off of both sections concurrently or separately.

I. Data Collection

1. Background Information

- a. Proposed daily trip generation estimate for the proposed development.
- b. Location/Study area map that specifies major roadways and intersections within study area.
- c. The following adopted plans and public infrastructure improvement projects apply to this site:
 - Travis County 2045 Transportation Blue Print
 - County Line Road Widening (north of US 290)

2. Analysis Phases/Years:

- a. Existing
- b. Development Completion Year (TBD)

3. Intersections Level of Service: A.M. and P.M. peak hour analysis must be performed for the following intersections, showing (a) existing traffic conditions and (b) projected traffic conditions, identifying site, non-site, and total traffic:

- a. US 290 at Western Sky Blvd
- b. US 290 at County Line Rd
- c. County Line Road at Albert Volker
- d. County Line Road at Littig Road
- e. All site driveways or roadway (distinguish each in the analysis)

Notes: Existing signal timings shall be used for the intersection unless alternative timing proposals are approved by City of Austin, City of Elgin, or TXDOT.

Analysis for each phase/year shall include:

- a. Level of Service by movements
- b. Delay by movements
- c. V/C by movements
- d. Queueing analysis with 95% queue length by movements, vs existing storage bay and/or distance from adjacent intersection(s)

4. Signal Warrants Analysis: a Signal Warrants analysis (existing, No-Build and Build) shall be performed for the following study area intersections showing 12 hrs of project data including peak hrs:

- a. None, as existing signals meet Austin district ½ mile spacing policy.

5. Roadway Sizing Analysis

Roadway analysis must be performed to determine the size and type of roadway for the following roadway segments.

- a. County Line Road from US 290 to Littig Road
- b. All connecting internal roadways.

6. Sight Distance Analysis

- a. When proposed mitigation recommends a new traffic signal be installed, an analysis of the intersection sight distance and stopping sight distance to vehicles stopped in queue (back of queue) should be included. The stopping sight distance analysis for the back of queue must show that the back of queue is continuously visible to the approaching vehicle.
- b. New Intersections or driveways must provide an analysis of the intersection's sight distance on all approaches.

7. Turn Lane Analysis

Turn lane analysis must be performed at all site driveways/roadways to determine if left or right turn lanes are needed to enter the site.

8. School Specific Traffic Assessment:N/A

- a. On-site queuing analysis
- b. Development of a safe route to school program
- c. Documentation that sufficient parking is available for Staff and Students who will be driving to school.

9. Other Considerations:

- a. Counts are to be taken when public schools are in session. If counts are taken while schools are not in session, mathematically determined adjustment factors may be used based on historic nearby traffic counts or as otherwise approved by County staff.
- b. Ensure automated traffic data captures demand. Manual observations or a multiple period analysis may be necessary.
- c. Capture and report data to calibrate model for existing operational analysis (i.e. queue length and approach/movement delay recommended) and discuss and illustrate model calibration (i.e. queue length and approach/movement delay recommended).
- d. Methodology for capacity and level of service shall be Highway Capacity Manual, latest edition.

II. Study Assumptions

1. Data Assumptions The following assumptions must be included in the analysis. Any change in these assumptions must be approved by the transportation reviewer(s) prior to submittal of the TIA.

- a. Background Traffic – The average annual growth rate shall be calculated using available sources as near as possible to the study area Intersections/Roadways and shall be documented in the report and shall be calculated using the following standard formula and back solved to growth rate:
 - i. “Newest reported volume = Old reported volume * (1+Growth rate) ^ number of years in between the two volumes”
 - ii. The roadway used for computing growth rate should be of the same class of roadway as the development’s location and be as close as possible to the development.
- b. Background Project: Background projects shall include:

Project Name	Case Number
Elm Creek North (unbuilt portions)	Travis County
Poth 2022 (Elm Creek Northwest) KHA	TxDOT
Cedar Grove at Elgin (aka Consillium)	TxDOT
Briarwood Subdivision	City of Elgin
Creeks Crossing Subdivision	City of Elgin
Northside Meadows	City of Elgin

- c. Internal Trips /Transit Trips/Walking/Biking: 0%
- d. Pass by trip reductions: ITE Methodology for Commercial uses only

2. Trip Distribution: Site Trips shall be distributed for each proposed land use.

- a. Existing Trips and Forecasted Trips to be determined based on existing and historical data.
- b. Site Trips to be suggested based on proposed type of land use and an end user’s likely path given site location in relation to other generators and/or attractors.

3. TIAs with Count Data collected prior to 10/1/2021 - Due to COVID-19 conditions present at the time this scope was prepared, the use of new counts or counts over two years old must be **pre-approved** by the County, TxDOT and City of Elgin, prior to their use in the preparation of the TIA as scoped. In addition, any proposed adjustment methodology for these counts must also be **pre-approved** prior to obtaining the required traffic counts.

III. Submittal Requirements

1. The cover sheet of the TIA must include the Travis County MyPermitNow permit number, City of Elgin permit number, and the owner’s name and contact information (e-mail and phone number).
2. Submit to Travis County the items specified below as follows:
 - a. For Completeness Check Review Submissions –Submit the electronic version only, including all attachments and files, please upload these to the Travis County Workspace portal at the following link: <https://workspaces.traviscountytx.gov/messageportal#/dropoff>

- b. For Full Review Submission - Submit the electronic version, including all attachments and files, please upload these to the Travis County Workspace portal at the following link: <https://workspaces.traviscountytx.gov/messageportal#/dropoff>. Submit one (1) "hard copy" as part of the review submission. Items delivered in-person are received on Tuesdays from 10am-2pm, Wednesdays from 8:30am-4pm and Thursdays from 10am-2pm. 20 minutes prior to arrival to 700 Lavaca, call [\(512\) 854-7633](tel:5128547633) to identify to the TNR rep who the deliverer is and the firm the report is from. Upon arrival, identify oneself and the firm the report is from to Security in the lobby so they may allow you or your courier up to the 5th floor TNR office. Then go to the west door, knock and the TNR rep can receive the delivery. Alternatively, hard copies can also be shipped all week to PO Box 1748, 700 Lavaca Street, 5th Floor, Austin, Texas, 78701.
3. Submit to the City of Elgin electronically, by the City's approved method, the items specified below.
4. Submit to TXDOT electronically by using TxDOT's box.com site for your firm. (Your firm will be sent an invite, if one does not exist yet). The electronic submission (Austin District and Toll Division) must include the items specified below.
5. Traffic modeling requirements:
 - a. All timing sheets obtained from various sources (City of Austin, City of Elgin, TXDOT, etc.) are to be included in the Appendix of the TIA.
 - b. Submit electronically the following: PDF of the TIA, Synchro Network for all conditions analyzed and background DXF or aerial format. Synchro files must be in real world coordinates, Excel spreadsheets with, overall trip generation, internal and pass-by trip capture rates if applicable, site trip distribution & assignment within roadway network and site driveways.
 - c. All intersections must be modeled in one Synchro (latest edition) network (including unsignalized intersections).
 - d. Synchro printouts and analysis must be performed for the following scenarios and must be included in the appendix of the report in the following format:
 - Existing conditions (am + pm on one sheet),
 - Six (6) future conditions (for all years/phases identified in section I of this scope):
 - o (AM No-Build, AM Build, AM Build + Mitigation)
 - o (PM No-Build, PM Build, PM Build + Mitigation)
 - e. Intersection LOS by movements, Delay by movements, v/c by movements, and 95% queue length by movements in a tabular format (on 11"x17" sheets only) for different scenarios noted.
6. Maps/Plans/Exhibits
 - a. A proposed Site Plan.
 - b. A CAD or GIS file for the Development.
 - c. A map showing all bicycle routes, bus transit and bus stops within ½ mile of the site.
 - d. A map showing all background projects and trip generation for each project individually.
 - e. A map showing the location of all background projects collectively in relation to the proposed site.
 - f. A map/plan showing all roadways and driveways analyzed (labeled and dimensioned).
 - g. Exhibits of all intersections with roadway improvements (dimensioned), including above ground utilities called out.
 - h. Other Maps/Plans/Exhibits identified elsewhere in this scope or identified in the Travis County TIA Guidelines.

Any change in the assumptions provided for preparation of this scope may require a change in the scope. If the analysis or traffic volumes provided in the report indicate impacts to intersections or roadways that are not included in this scope, additional analysis may be required. For more detailed guidelines on preparation of the TIA, please see the Travis County TIA Guidelines (latest edition) or contact the undersigned.

Prepared by: D. Guthrie Phone: (512) 854 – 7560
Daniela Guthrie, P.E. Email: Daniela.guthrie@traviscountytexas.gov

Accepted by: Scott R. Cunningham, P.E. Phone: (512) 698-0549
Scott R. Cunningham, P.E., TxDOT Austin District Traffic Engineer Email: scott.cunningham@txdot.gov

Accepted by: Beau Perry Phone: (512) 569-1709
Beau Perry, P.E., TRC (City of Elgin Representative) Email: BPerry@trccompanies.com

The Owner's Engineer and the Applicant confirm that all the documents, reports and files will be prepared in accordance with the submittal requirements of this TIA Scope and the Travis County TIA guidelines (latest edition). The Owner's Engineer and the Applicant confirm that comments received will not be cleared based on phone calls, e-mails or meetings. Formal updates must be submitted in order to receive clearance of issued comments.

Agreed to by: Brian Duffey Phone: (512) 643-5965
Brian Duffey, P.E. Email: bduffey@bgeinc.com

APPROVALS AND REQUIRED MITIGATION BY TXDOT

Brian Duffey

Subject: FW: Elgin 78 TIA Submittal

From: Kirollos Malaty <Kirollos.Malaty@txdot.gov>

Sent: Tuesday, April 11, 2023 11:00 AM

To: Brian Duffey <bduffey@bgeinc.com>; Daniela Guthrie <Daniela.Guthrie@traviscountytx.gov>; Scott Cunningham <Scott.Cunningham@txdot.gov>; Perry, Kevin <KPerry@trccompanies.com>

Cc: Joseph Yaklin <JYaklin@bgeinc.com>; John Kim <JKim@bgeinc.com>

Subject: RE: Elgin 78 TIA Submittal

List of TxDOT mitigations

1. RTL into Driveway 1 that meets US-290 design speed. Must add 12' of pavement on all turn lanes. Developers will not be allowed to use shoulders for their facilities.
2. RTL into Western Sky Blvd south connection that meets US-290 design speed. Must add 12' of pavement on all turn lanes. Developers will not be allowed to use shoulders for their facilities.
3. LTL into Western Sky Blvd south connection that meets US-290 design speed. Must add 12' of pavement on all turn lanes. Developers will not be allowed to use shoulders for their facilities.
4. RTL onto County Line Road that meets US-290 design speed. Must add 12' of pavement on all turn lanes. Developers will not be allowed to use shoulders for their facilities.
5. Install Southern leg of signal at Western Sky Blvd with applicable signal timing modifications.

Kirollos Malaty, P.E. | NTAO Design Lead

North Travis Area Office

(o) 512.997.2210

(c) 512.771.7137



Texas Department of Transportation

From: Brian Duffey <bduffey@bgeinc.com>

Sent: Tuesday, February 28, 2023 3:26 PM

To: Daniela Guthrie <Daniela.Guthrie@traviscountytx.gov>; Scott Cunningham <Scott.Cunningham@txdot.gov>; Perry, Kevin <KPerry@trccompanies.com>; Kirollos Malaty <Kirollos.Malaty@txdot.gov>

Cc: Joseph Yaklin <JYaklin@bgeinc.com>; John Kim <JKim@bgeinc.com>

Subject: Elgin 78 TIA Submittal

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

All,

The Elgin 78 TIA has been submitted for your review through your respective portals.

For the City of Elgin, the TIA can be found at the link below. Please let me know if you need this submitted through a different method.



MEMORANDUM

To: Brian Duffey, P.E.; BGE Date: 11/29/2023

CC: Mannar Tamirisa, P.E.; TNR Road & Bridge Project: Elgin 78 TA
Teresa Calkins, P.E.; TNR DSD MPN
Sue Welch; TNR DSD
Scott Cunningham, P.E; TxDOT Austin District Traffic
Beau Perry, P.E; City of Elgin Representative
Travis Krause; KBA Group

From: Mehrnaz Doustmohammadi; TNR Road & Bridge Re: TA U0.1 Review
Rahul Mars, P.E.; TNR Road & Bridge Comments
CLOSEOUT

The Traffic Engineering Division has reviewed the traffic report regarding the “*Elgin 78 TA*”, prepared by BGE, Inc. The development is a mixed-use development with approximately 65,400 square feet of commercial development, 250 units of multi-family development, and 228 dwelling units of single-family attached housing. The development is estimated to be completed in 2025.

A brief history of the TA is as follows:

- Scope: Dated October 26, 2022
- 1st Submittal– U0.0: Dated February 28, 2023; Electronic version (EV) received same date
- 1st Completeness Check: March 16, 2023 -INCOMPLETE
- 1st Submittal– U0.1: Dated March 24, 2023; Electronic version (EV) received same date. Hard copy received April 12, 2023
- 1st Completeness Check: April 4, 2023 - IN QUEUE
- 1st Review Memo: June 26, 2023 – DENIED
- 2nd Submittal U1 – August 16, 2023
- TA CLOSEOUT Memo: November 29, 2023 _ **CLOSEOUT**

General comments

1. Acceptance of the TA by Travis County is contingent on submittal of documentation that the City of Elgin concurs with the analysis and accepts the final TA. **Comment addressed.**
2. The Applicant should be aware that TXDOT also needs to review and accept the TA. If the development proposed access to a state-owned roadway, the TA should include proof of approval/concurrence (i.e., Driveway permit(s)), donation agreement) within the appendix of the report. **Comment addressed.**



3. The project's MyPermitNow number is shown as "Pending" on the cover page. Please verify if an MPN number has been assigned to the project and add it to the cover page. **Comment addressed.**
4. Provide Excel spreadsheets with formulas to support the data shown in all figures and presented in the report. This comment applies to all data provided in the TA that is based on any form of calculations as it appears that not all worksheets were included. **Comment addressed.**
5. It appears that some of the formulas in the Excel spreadsheets reference external files (Elgin 78_Volume Development_AM). Please ensure that all files that are used in the calculations are included in the update and all future submittals and are linked appropriately with worksheets clearly labeled. **Comment addressed.**

Existing Operating Conditions

TRAFFIC VOLUMES

6. Please explain why the network peak hour volumes for the study area were used for the existing AM and PM volume counts. Using intersection peak hour volumes and balancing between intersections will provide a more conservative approach and should be utilized. **Comment addressed.**
7. Daily trip estimations are provided; however, it does not specify methodology. In addition, staff was unable to find calculations in the appendix or Excel worksheets. Please include in the update. **Comment addressed.**
8. Please explain the approach used to determine the volumes at the County Line Rd and US 290 intersection. Please provide a more detailed explanation on the approach for staff to verify the data. **Comment addressed.**
9. Please provide the electronic Excel files with formulas demonstrating how the AM and PM Peak Hour Volumes were calculated. **Comment addressed.**
10. The existing counts shown in the Excel worksheet for the County Line Rd and US 290 intersection do not match the raw data. Please clarify. If adjustments were made, these should be clearly documented in the report. This same comment applies to all locations where adjustments were made to the raw data counts. **Comment addressed.**

No Build (Forecasted) Operating Conditions

GROWTH RATE



11. Even though this section includes a discussion on growth rate and the methodology used, it doesn't state the actual percentage that was calculated. Please add and ensure that all Excel Spreadsheets/calculations are included in the appendix of the report. **Comment addressed.**

Trip Generation and Distribution

12. The TA indicates that the trip distribution was based on several factors listed on Page 48. Please expand the narrative of this section to describe the specific assumptions and justifications applied to develop the percentages shown in Figure 22 in a manner that is reproducible. **Comment addressed.**
13. Please change the legend of figures 22, 24, 26 and 30 to Volume Percentage. **Comment addressed.**

Build (Site + Forecasted) Operating Conditions

LAND USE & ESTIMATED TRIPS

14. Please provide a more elaborate narrative for Build Conditions to explain how site traffic was assigned based on trip distribution and if there were any adjustments made. Please revise this section of the report. **Comment addressed.**

Mitigated (Build with Mitigations) Operating Conditions

15. May have comments.

Intersection Capacity Analysis

METHODOLOGY

16. Please use the HCM Control delay for each lane movement and not for just control delay for each approach. Please update this in the next submittal. **Comment addressed.**
17. Per TA guidelines **4-J**, intersection LOS results must be presented with individual movements at an intersection. The TA does not show results for each movement for any signalized intersection. Please include this in the next submittal for reviewing the intersection analysis results. **Comment addressed.**
18. The SBL movement AM and PM Peak at the Western Sky Blvd & US 290 intersection will experience an overall decrease in performance with proposed mitigation from no build



conditions. Please provide mitigation to mimic no build condition at a minimum. **Comment addressed.**

19. The WBT and WBL movement AM Peak at the County Line Road & US 290 intersection will experience an overall decrease in performance with proposed mitigation from no build conditions. Please provide mitigation to mimic no build condition at a minimum. **Comment addressed.**

Road Sizing Analysis

20. Appendix M shows driveway 3 that is on County line road (TC road) is a local street in proposed classification but the TNR viewer shows rural collector. Please verify. **Comment addressed**

Turn Lane Analysis

21. There are some discrepancies between Table 27 and the submitted excel sheet. Please explain why the left turn lane is warranted in the excel sheet but the table shows that it isn't. **Comment addressed.**

TA CLOSEOUT:

Based on the review of the analysis provided in the TA report and the cost estimate table (Table 31), no pro-rata contributions have been identified for Travis County.

EXHIBIT “F”
ANNEXATION CONSENT RESOLUTION

CITY OF ELGIN, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CONSENTING TO THE ANNEXATION OF 75.608 ACRES OF LAND INTO BRIARWOOD MUNICIPAL UTILITY DISTRICT AND CONTAINING RELATED FINDINGS AND PROVISIONS

WHEREAS, 18401 Elgin Holdings, LLC, a Texas limited liability company (“*Petitioner*”), has submitted to the City of Elgin (the “*City*”) the petition attached to this Resolution as **Exhibit “A”** (the “*Petition*”) requesting the City’s consent to the annexation of the 75.608 acre tract of land more particularly described in the Petition (the “*Land*”), which is located within the municipal boundaries of the City, into the boundaries of Briarwood Municipal Utility District (the “*District*”);

WHEREAS, the City previously consented to the creation of the District and, in connection with that consent, the City, the Developer, and the District entered into a Development and Consent Agreement dated effective June 13, 2022 (the “*Consent Agreement*”);

WHEREAS, Petitioner intends to develop the Land and desires that the City consent to the District’s annexation of the Land into the District; and

WHEREAS, the City desires to grant the Petition and consent to the requested annexation of the Land by the District;

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

Section 1 **Consent.** The City hereby grants the Petition and, by this Resolution, gives its written consent to the annexation of the Land into the boundaries of the District.

Section 2 **Effective Date.** This Resolution shall be effective from and after its passage on the date shown below.

Section 3. **Open Meeting.** It is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, *Texas Government Code*, as amended.

* * * * *

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2024.

_____, Mayor
City of Elgin, Texas

ATTEST:

_____, City Secretary

EXHIBIT “G”
PERMITTED VARIANCES TO CITY DEVELOPMENT REQUIREMENTS

For the avoidance of doubt, the City acknowledges and agrees that the Additional Land is located within the City’s municipal boundaries and the Development will be subject to the City’s Code of Ordinances (together, the “Applicable Ordinances”).

The City hereby grants the following variances from the Applicable Ordinances relating to the Additional Land:

1. Chapter 32 of the Applicable Ordinances shall not apply to the display of model home, builder lot/home sale, and builder directional signs in the Development. Builders are permitted to provide: model home signs on a temporary basis, within the property lines of said homes; builder lot/home sale signs located within property lines on applicable lots, which may use the words “available” or “sold”; and a maximum of ten (10) builder directional signs, provided such signs will not obstruct views around corners or at intersections.
2. Sec. 32-194—the Additional Land Developer shall be permitted to install a front entry monument for the development of up to 100 square feet and 10 feet in height.
3. Sec. 36-29(h) – The Concept Plan shall expire upon termination of this Agreement.
4. Sec. 36-30(k) – A preliminary plat shall expire 10 years after the date of approval.
5. Sec. 36-58—All walls, if required, will be six feet in height and constructed utilizing allowable materials, per Subsection 36-58(b)(2). .
6. Sec. 36-60(d)—Due to the anticipated densities of the residential construction on the Additional Land, no dedicated parking spaces shall be required relating to the neighborhood delivery of mail and/or collection box units.
7. Sec. 36-81(3) – Curves are to have a maximum centerline radius of 2,750 feet and a minimum centerline radius of 60 feet for local streets.
8. Sec. 36-82(1) – All streets, secondary or minor, shall intersect at an angle of eighty degrees (80°) to one hundred degrees (100°).
9. Sec. 36-176 – Corner lots shall not be required to be ten feet wider than the average interior lot on the same block.

10. Sec. 36-202(b)(2) – Residential blocks for through streets shall be no longer than 1,750 feet measured along the center of the block, nor shorter than 275 feet.

11. Sec. 36-202(b)(3)—The maximum length of a loop road shall be 800 feet provided the total length of the loop does not exceed 1,500 feet.

12. Sec. 36-312(b)(2)(a)—For a minor waterway, the boundaries of the buffer zone are thirty (30) feet from the centerline of the waterway.

13. Sec. 36-312(b)(2)(c)—For a major waterway, the boundaries of the buffer zone are one hundred fifty (150) feet from the centerline of the waterway.

14. Sec. 36-313(a) – There shall be no cut or fill limitations for the construction of water quality basins, stormwater detention ponds, streets, driveways, utility infrastructure, floodplain mitigation or recreational/amenity ponds or other water features.

15. Sec. 36-366 – To the extent that the terms and provisions of Sec. 36-366 of the Applicable Ordinances and the terms and provisions of 30 Texas Administrative Code Chapter 217 conflict, the terms and provisions of 30 Texas Administrative Code Chapter 217 shall prevail and apply to the sanitary sewer system designed, permitted and constructed to serve the Development.

16. Sec. 36-370 – To the extent that the terms and provisions of Sec. 36-370 of the Applicable Ordinances and the terms and provisions of this Agreement conflict, the terms and provisions of this Agreement shall prevail and apply to dedication of parkland or payment of fees in lieu thereof for the Development.

17. Sec. 46-303(2)(a)—For dwellings on interior lots there shall be a side yard on each side of the main building of not less than five feet, measured from the slab, for one story dwellings and dwellings of more than one story.

18. Sec. 46-333 (2)—For multiple-family dwellings the side yard shall be ten feet where no windows or other openings for light face the side yard. In all other cases the minimum depth shall be not less than 10 feet, including a side setback of 10 feet. In all cases, where the side yard is adjacent to a side street, the side yard shall not be less than ten feet. Where the corner lot is a key lot, the required front yard shall be provided in both streets.

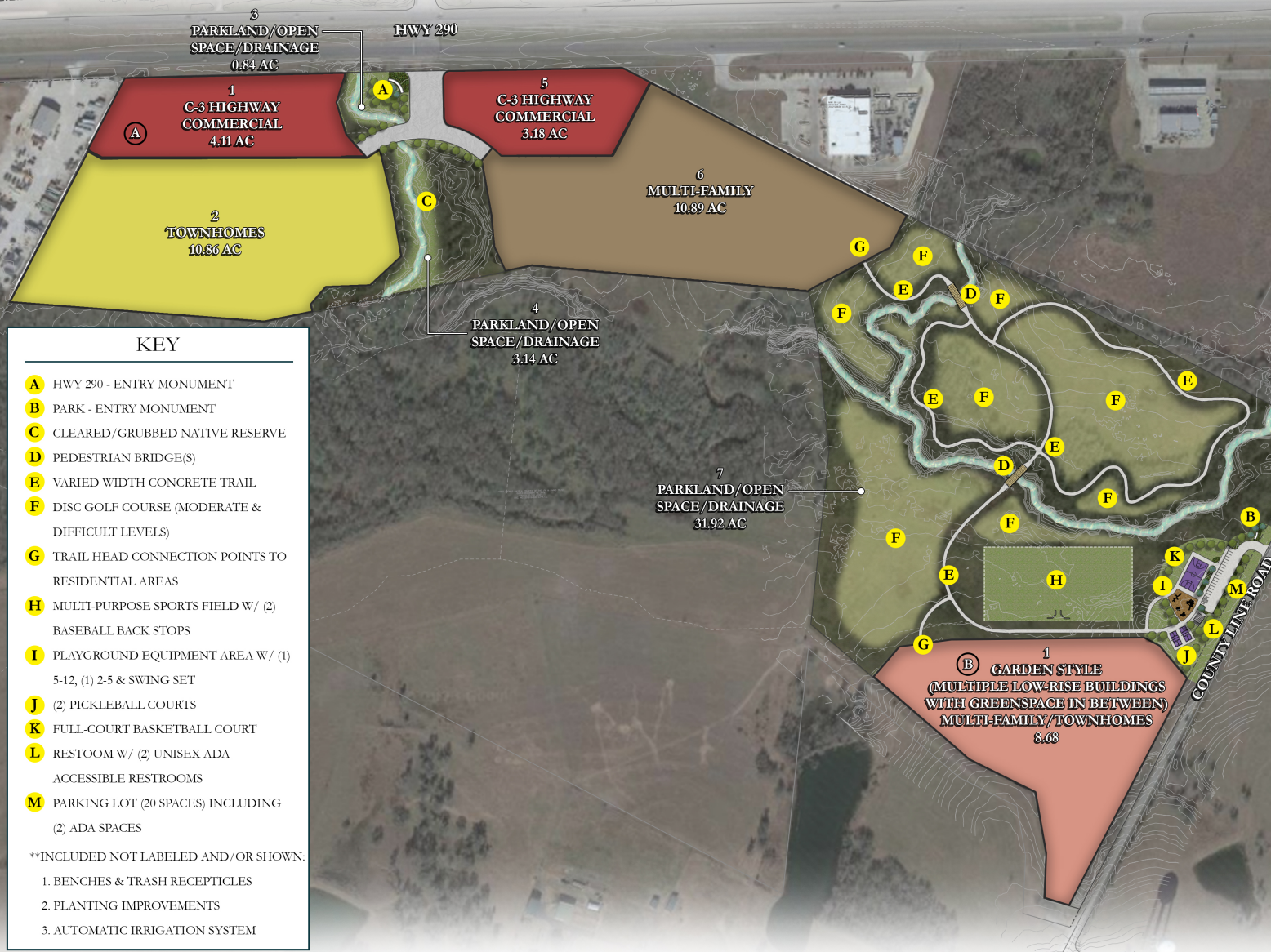
19. Sec. 46-333 (3)—For multiple-family dwellings, same as side yard except where property backs up to residentially zoned property the rear yard must have a depth of 10 feet including parking areas. In addition, as the Additional Land does not abut any single family lots, no brick, stone or acceptable masonry or other cementitious material walls will be required.

20. Sec. 46-635(a)(1)—For two-family homes, a total of two parking spaces, either within a garage or within a driveway, will be required and tandem parking shall be permissible.

21. Sec. 46-635(a)(3)—Car ports shall be permissible and considered to be covered parking and at least 15 percent of overall parking shall be covered parking. Parking considerations will include 1.5 spaces per one bedroom unit; two spaces per two bedroom unit; two spaces per three or more bedroom unit; guest parking at a ratio of five percent of the required spaces.

Further, the City agrees that this Agreement, including all exhibits hereto, shall also serve as guidance for review and approval of any additional approvals not specifically provided in this Agreement, but necessary for construction of the Development as shown on the Concept Plan.

EXHIBIT “H”
ADDITIONAL LAND PARK PLAN; SUMMARY OF FACILITIES



SUMMARY OF ADDITIONAL LAND RECREATIONAL FACILITIES

Parkland/Open Space/Drainage; 0.84-acre parcel

- Entry Monument Sign
- Landscape Improvements

Parkland/Open Space/Drainage; 3.14-acre parcel

- Landscape Improvements

Parkland/Open Space/Drainage; 31.92-acre parcel

- Park Monument Sign
- Parking Lot w/ 20 Spaces (including two handicapped spaces with single drive access) (County Line Road Access)
- Concrete Trail System (to meet minimum city requirements)
- Pedestrian Bridges
- (1) Bench & (1) Trash Receptacle (along concrete trail system at least every half mile)
- Park Area (County Line Road)
 - Play equipment (covered)
 - (1) 5-12 Equipment Set
 - (1) 2-5 Equipment Set
 - Swing Set
 - (1) Full-Court Basketball Court
 - (2) Pickleball Courts
 - (1) Restroom ((2) ADA Family Unisex Restrooms)
 - Bench(es)
 - Trash Receptacle(s)
- Multi-Purpose Sports Field
- (2) Baseball Back-Stops
- 18 Hole Disc Golf Course (Moderate – Difficult Level)
- Landscape Improvements



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Adjourn into Executive Session pursuant to Section §551.071 Consultations with Attorney; to deliberate with legal counsel regarding pending or contemplated litigation: Citation Cause #2621-21 State of Texas vs. City of Elgin

DEPARTMENT: Executive

PROPOSED ACTION: Consider information presented by staff and/or the City Attorney in Executive Session.

BACKGROUND:

Under Texas Open Meetings law, there are seven exceptions that generally authorize closed meetings, also known as “Executive Sessions.” The exceptions include discussions involving: (1) purchase or lease of real property; (2) security measures; (3) receipt of gifts; (4) consultation with attorney; (5) personnel matters; (6) economic development; and (7) certain homeland security matters. However, any and all final actions, decisions, or votes of the Elgin City Council related to such Executive Session items will be made in an open meeting.

BUDGET/FINANCIAL IMPACT:

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

RECOMMENDATION:

Direction to staff and/or City Attorney as appropriate on matters discussed in Executive Session.

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.